



AGENDA – Monday, March 1, 2021

7:00 p.m. City Council Meeting

Zoom Webinar ONLY

Meeting ID: 878 0626 9974

Password: 12345678

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

Call to order	Mayor Phillips, Council Member Svendsen, 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 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, February 16, 2021 City Council Meeting
- Payment Approval List for Warrant Registers 60014-60038 & 87831-87875 for \$221,700.11

- AB 21-10 – SWRTPO Interlocal Agreement - TAB B
- AB 21-11 – Don Lee Fireworks Superstore SUP 2021-01 – TAB C
- AB 21-12 – Mike Wagner Transit Update – TAB D

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB E

- Report of Decision CAO V 2021-01
- Sales Tax Collections for February 2021
- Lodging Tax Collection for February 2021
- Transportation Benefit District Collections for February 2021

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.
March 15, 2021, April 5, 2021 & April 19, 2021

ADJOURNMENT

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

TAB - A

LONG BEACH CITY COUNCIL MEETING

(Remotely Held Meeting)

February 16, 2021

7:00 CALL TO ORDER

Mayor Phillips called the meeting to order.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Svendsen, C. McGuire, C. Cline, and C. Kemmer in attendance remotely. C. Murry was absent.

PUBLIC COMMENT

No comments.

PROCLAMATION- RED CROSS

Mayor Phillips proclaimed March 2021 as Red Cross Month and encourage all its citizens to join in this observance.

CONSENT AGENDA

Minutes, February 1, 2021 City Council Meeting

Payment Approval List for Warrant Registers 59980-60013 & 87755-87830 for \$276,358.29

C. McGuire made the motion to approve the Consent Agenda. C. Svendsen seconded the motion; 4 Ayes; 1 Absent, motion passed.

BUSINESS

AB 21-09 – Postage Machine Agreement

David Glasson, City Administrator, presented the Agenda Bill. The agreement outlines the use of the postage machine. The machine is utilized frequently in City Hall for monthly billings, reminder notices and general mail. Since the last agreement authorization, the monthly cost has risen roughly ten dollars.

C. McGuire made the motion to authorize the Mayor to execute the agreement with Quadient for the use of the postage machine. C. Svendsen seconded the motion; 4 Ayes; 1 Absent, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Water Department Report for January 2021
- Wastewater Department Report for January 2021
- Parks, Streets and Stormwater Report for January 2021

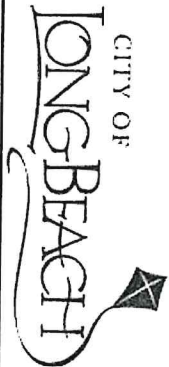
- Police Chief's Report for January 2021
- Report and Decision for CUP 2020-03

ADJOURNMENT

Mayor Phillips adjourned the meeting at 7:07 p.m.

Mayor

City Clerk



Warrant Register

Check Periods: 2021 - February - 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	Clerk/Treasurer
60014	Bel, Helen S	2/19/2021	\$302.05
60015	Binion, Jacob M	2/19/2021	\$2,059.20
60016	Booi, Kristopher A	2/19/2021	\$2,276.25
60017	Goulter, John R	2/19/2021	\$1,963.90
60018	Hermens, Jessie R	2/19/2021	\$1,465.50
60019	Huff, Timothy M	2/19/2021	\$1,709.79
60020	Kemmer, Larry L	2/19/2021	\$1,852.60
60021	Luehe, Paul J	2/19/2021	\$1,671.86
60022	Moore, Vincent E	2/19/2021	\$49.69
60023	Padgett, Timothy J	2/19/2021	\$1,647.60
60024	Wood, Matthew T	2/19/2021	\$1,703.00
60025	Wright, Flint R	2/19/2021	\$2,933.76
60026	Zuern, Donald D	2/19/2021	\$2,438.53
60027	AFLAC	2/19/2021	\$536.44
60028	Awc - ST & Life	2/19/2021	\$771.31
60029	City of LB Retirement Payback	2/19/2021	\$50.77
60030	City of Long Beach - Fica	2/19/2021	\$13,652.60
60031	City of Long Beach - FWH	2/19/2021	\$9,664.88
60032	Dept of Labor & Industries	2/19/2021	\$1,911.13
60033	Dept of Retirement Systems	2/19/2021	\$16,996.12
60034	Dept of Retirement Systems Def Comp	2/19/2021	\$3,223.33
60035	Discovery Benefits Inc.	2/19/2021	\$150.00
60036	Employment Security Dept	2/19/2021	\$235.28
60037	Massmutual Retirement Services	2/19/2021	\$375.00
60038	Teamsters Local #58	2/19/2021	\$175.50
87831	Active Enterprises, Inc.	2/16/2021	\$399.99
87832	Pacific County Auditor	2/17/2021	\$39.00
87834	ALS Group USA, Corp.	2/26/2021	\$25.00
87835	Astoria Janitor & Paper Supply	2/26/2021	\$240.14

Execution Time: 4 second(s)

87836	CASCADE MACHINERY & ELECTRIC	2/26/2021	\$4,744.70
87837	CenturyLink	2/26/2021	\$1,299.53
87838	Charter Spectrum	2/26/2021	\$474.93
87839	Chinook Observer	2/26/2021	\$249.54
87840	City of Long Beach	2/26/2021	\$1,857.83
87841	Columbia Ford, Inc.	2/26/2021	\$2,091.51
87842	Correct Equipment	2/26/2021	\$6,657.20
87843	Evergreen Septic Pumping LLC	2/26/2021	\$4,517.50
87844	Fiala, James	2/26/2021	\$272.56
87845	Ford Electric	2/26/2021	\$3,495.34
87846	Goulter, Allen J III	2/26/2021	\$1,300.00
87847	Gray & Osborne	2/26/2021	\$18,169.96
87848	H. D. FOWLER	2/26/2021	\$50,887.03
87849	Hach Company	2/26/2021	\$813.50
87850	Hedges, Jan Lem	2/26/2021	\$400.00
87851	K & L Supply, Inc.	2/26/2021	\$118.43
87852	L.N. Curtis & Sons	2/26/2021	\$1,452.16
87853	Lakeside Industries, Inc.	2/26/2021	\$341.57
87854	Long Beach Commercial Security	2/26/2021	\$1,042.53
87855	MANSFIELD ALARM CO, INC	2/26/2021	\$103.97
87856	MCCI, LLC	2/26/2021	\$6,486.25
87857	Meinig, Casey	2/26/2021	\$371.18
87858	Mullins, Duane	2/26/2021	\$60.00
87859	Oman & Son Builders	2/26/2021	\$3,268.72
87860	Pacific County Sheriffs	2/26/2021	\$10,149.04
87861	PAPE MACHINERY	2/26/2021	\$546.45
87862	Petek, Thomas C. Ph.D.	2/26/2021	\$300.00
87863	Public Utility District 2	2/26/2021	\$11,896.23
87864	SDS Municipal Consulting LLC	2/26/2021	\$1,800.00
87865	Sea Western Fire	2/26/2021	\$81.98
87866	Snap ON Tools	2/26/2021	\$344.94
87867	Solutions Yes	2/26/2021	\$202.98
87868	Speer, Fred	2/26/2021	\$222.68
87869	Suez WTS Analytical Instrument, Inc	2/26/2021	\$5,749.65
87870	Traffic Safety Supply Co.	2/26/2021	\$4,923.00
87871	Usa Blue Book	2/26/2021	\$912.07
87872	WA State Board for Volunteer Firefighters &	2/26/2021	\$90.00
	Reserve Officers		
87873	Wex Bank	2/26/2021	\$1,000.00
87874	Wilcox & Flegel Oil Co.	2/26/2021	\$2,051.73
87875	Wirkkala Construction	2/26/2021	\$433.20
	Total		\$221,700.11
	Grand Total		\$221,700.11

TAB - B



**CITY COUNCIL
AGENDA BILL
AB 21-11**

Meeting Date: March 1, 2021

AGENDA ITEM INFORMATION

SUBJECT: Southwest Washington Regional Transportation Planning Organization Interlocal Agreement – Resolution 2021-01	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	
	Water/Wastewater Supervisor	
	Other:	
COST: N/A		

SUMMARY STATEMENT: *This agreement forms the regional transportation planning organization and outlines the planning purpose. This organization is designed to adhere to State and Federal planning regulations.*

RECOMMENDED ACTION: *Authorize the Mayor to execute the presented Interlocal Agreement with the SWRTPO and adopt Resolution 2021-01.*

**SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION PLANNING ORGANIZATION
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

WHEREAS, the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (herein referred to as "SWRTPO") was voluntarily established by interlocal agreement December 1, 1990 and amended March 14, 1992 as authorized by Washington State's Growth Management Act of 1990 and formulated under Ch. 47.80 RCW with the full support and agreement of the Counties of Cowlitz, Wahkiakum, Grays Harbor, Pacific and Lewis (herein referred to collectively as "Counties") and those cities/towns (herein referred to collectively as "Cities") that lie within the boundaries of those counties, and the Cowlitz-Wahkiakum Council of Governments (hereinafter referred to as "CWCOG"); and

WHEREAS, the SWRTPO has been verified and recognized by the State of Washington through the Washington State Department of Transportation (WSDOT) as having met the requirements of local governments to create a regional transportation planning organization as set forth in RCW 47.80.020 and WAC 468-86-070 by including geographically contiguous counties having a population of at least one hundred thousand or contain a minimum of three counties whose members represent all counties and at least sixty percent (60%) of the cities/towns within the region and seventy-five percent of the population of those cities/towns; and

WHEREAS, the Counties are organized as counties pursuant to Title 36, Revised Code of Washington (RCW) and the boundaries of each county are as defined in RCW 36.04.080 and .350, respectively, and are authorized to engage in transportation planning pursuant to 36.53, 36.54 and 36.73 to 36.89; and

WHEREAS, the Cities are organized as cities and towns pursuant to Title 35 and 35A Revised Code of Washington (RCW) and are authorized to engage in transportation planning pursuant to 35.68 to 35.79; and

WHEREAS, RCW 47.80.020 states that the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes; and

WHEREAS, the CWCOG, formed in 1961 as the Cowlitz Regional Planning Commission under RCW 36.70.060, re-organized in 1974 as the Cowlitz-Wahkiakum Governmental Conference in accordance with RCW 36.64.080 through RCW 36.64.110, and subsequently renamed the Cowlitz-Wahkiakum Council of Governments in 1992, was designated as the Metropolitan Planning Organization (MPO) of the Longview-Kelso Urbanized Area by the Governor of the State of Washington January 11, 1982; and

WHEREAS, the parties as stated hereto have the authority to enter into interlocal agreements under Ch. 39.34 RCW for joint and cooperative activity to make the most efficient use of their powers by enabling them to cooperate with other localities; and

WHEREAS, the cooperative undertaking of the parties set forth in the original Interlocal Agreement was established as a joint policy board pursuant to RCW 39.34.030 (4) and required by RCW 47.80.040 and under same did not create a separate legal entity; and

WHEREAS, the SWRTPO, in accordance with RCW 47.80.023 (7) and permitted by RCW 39.34.030 (4) (a), did so designate the CWCOG as the Lead Planning Agency to carry out the responsibilities of the SWRTPO; and

WHEREAS, the Cowlitz-Wahkiakum Council of Governments Board of Directors did so agree to fulfill the role of Lead Agency for the SWRTPO; and

WHEREAS, the SWRTPO board did direct the CWCOG to amend and update the interlocal agreement to align with current required federal and state regulations and requirements;

NOW, THEREFORE, in consideration of the recitals set forth above and other considerations, it is hereby resolved that the SWRTPO Interlocal Agreement dated December 1, 1990 and subsequently amended on March 14, 1992 is hereby superseded and replaced by the following Agreement upon approval by all of the counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population. The regions ports are also eligible to serve as voting members of the organization within the region and may sign on as parties to the agreement:

1. Purpose and Responsibility. The purpose of the SWRTPO is to coordinate transportation planning among jurisdictions and develop a regional transportation plan (WAC 468-86-020) to better ensure an efficient, effective transportation system that ensures mobility and accessibility, and addresses community needs and regional strategies (RCW 47.80.011).

The direct responsibility of the SWRTPO outlined in RCW 47.80.023 is to (1) prepare and periodically update a regional transportation strategy for the region; (2) prepare a regional transportation plan; (3) certify that the local governments' transportation plans, elements of plans, and policies meet state requirements and are consistent with the regional and county-wide transportation plan and policies; (4) where appropriate, certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent; (5) develop a six-year regional transportation improvement program; and (6) develop and or provide input into the coordinated transit-human services transportation plan; (7) designate a lead planning agency to coordinate the business of the RTPO; (8) support the regional effort to evaluate transportation facilities and corridors; (9) Work with cities, counties, transit agencies the department of transportation and others to develop level of service standards or alternative transportation performance measures; (10) develop and submit a prioritized regional human service and transportation project list every two years.

The RTPO will conduct other such duties and responsibilities as required by WSDOT or the state legislature, or that the RTPO Board deems necessary for the success of the program including the review the Regional Transportation Plan every two years to ensure that it is current.

2. Authority. This Agreement is primarily established to facilitate recognition under Washington State law as set forth in RCW 47.80.070 and WAC 468-86-050 relating to regional transportation planning organizations and to enable federal and state funding mechanisms. The parties understand that initiating joint programs under state law and other federal, state or local legislation can provide significant benefits to the agencies in the five counties that are signatory, including the individuals, businesses and other governmental entities of the five-county area.
3. Amendments to Agreement. The Agreement supersedes and replaces in its entirety the agreement dated December 1, 1990 and amended March 14, 1992.

This Agreement and any collateral instruments, referenced herein, contain the entire agreement and may be modified or amended by request of the SWRTPO Board, and approved by the Board as determined by the SWRTPO Bylaws. Amendments must be filed with Cowlitz County as provided for in Section 13.4 of this Agreement and with WSDOT.

4. Boundaries. This Agreement does hereby affirm that the boundaries of the SWRTPO include the full boundaries of Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum Counties and those cities/towns within such boundaries.
5. Name. This Agreement does affirm that the five-county regional transportation planning organization shall be named the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (hereinafter referred to as "SWRTPO"). The SWRTPO may also be referred to as the Regional Transportation Planning Organization or RTPPO.
6. Board and Committees.
 - 6.1. SWRTPO Policy Board. For the purposes of the SWRTPO, the Organization and the state required Transportation Policy Board (RCW 47.80.040) are one and the same. The SWRTPO is a policy and guidance board maintaining authority over the regional transportation program's direction. The SWRTPO shall provide its direction to the Lead Agency to act for and on behalf of the SWRTPO on all programmatic matters as set forth in Section 9.1 of this Agreement.

The board shall strive to meet, at a minimum, four times a year for purposes outlined in the SWRTPO Bylaws.
 - 6.2. Technical Advisory Committees (TACs). A Technical Advisory Committee shall be established for each of the five counties and shall utilize the technical expertise of each of their jurisdiction's staff to primarily develop recommendations to the SWRTPO Board to insure that the Regional Transportation Plan is appropriately updated and is in compliance with all state/ federal requirements and to facilitate the plan's public participation process within each of their jurisdictions.
7. Officers. The officers of the SWRTPO Board shall include the Chairman, Vice-Chairman and Secretary. The Chairman and Vice-Chairman shall be elected according to the SWRTPO Bylaws. The CWCOC Executive Director shall serve as the ex-officio Secretary of the SWRTPO.
8. Membership. Membership within SWRTPO will be contingent upon meeting the conditions of membership as included in the Bylaws and revised by the Board as needed. Membership shall be changed by a vote of the Board as prescribed in the Bylaws.

The membership of the SWRTPO Board shall endeavor to be comprised of at least one representative from each of the five Counties, sixty percent of the Cities/Towns representing seventy-five percent of the population within the five-county region in accordance with RCW 47.80.020(3); as well as, representatives from port districts, WSDOT, public transit agencies, non-profit public transportation agencies, tribes and tribal interests, major employers and others as interested so as to ensure that its membership is broadly representative of the principal transportation interests of the region.
9. Administration.
 - 9.1. Lead Agency. As the Metropolitan Planning Organization for the Longview WA/OR Urban Area and as designated by the SWRTPO Board, the CWCOC will fulfill the role as lead agency for the SWRTPO. The Lead Agency will serve as the administrator responsible for managing the cooperative undertakings and duties of the SWRTPO Board (RCW 47.80.023) and to carry out the administrative functions as permitted by RCW 39.34.030 and this Agreement. As such, the CWCOC shall be considered the administrative and legal entity responsible for all budgetary, financial, contractual, and legal undertakings of the SWRTPO.

- 9.2. **Personnel.** The CWCOC shall provide staffing to support the activities, finances and coordination of the SWRTPO in accordance with the requirements of WSDOT Administrative Guidelines, consistent with the CWCOC policies and procedures, and consistent with all applicable state and federal requirements. Staff assigned to SWRTPO programs and activities are employees of the CWCOC and shall remain under the sole authority and direction of the CWCOC and neither the CWCOC or SWRTPO shall be considered dual employers as that term is defined under law. The CWCOC may contract work to meet the goals and objectives of the SWRTPO.
- 9.3. **Records.** The CWCOC shall be the depository for all records and documents of the SWRTPO and shall be responsible for the records management, recording and retention requirements of the SWRTPO established by state law, as set forth in the Public Records Act (RCW 42.56.001 et seq).
- 9.4. **Funding.** Funding and compensation for the administration of the SWRTPO, and in coordination with the MPO, are disseminated to the Lead Agency as the state designated recipient of Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and WSDOT grant funds as well as any other funding sources deemed applicable in supporting the responsibilities of the SWRTPO and its Lead Agency. (RCW 47.80.050).
- 9.5. **Financial Depository.** The Cowlitz County Treasurer, as fiscal agent to the CWCOC, shall be the financial depository for all funds supportive of the cooperative undertaking among the parties pursuant to this Agreement.
- 9.6. **Acquisition of and Disposition of Property.** The SWRTPO as a board is not expected to acquire personal or real property and, therefore, shall not be required to dispose of property. It is expected that the CWCOC may acquire personal property to fulfill its obligations under this Agreement.
10. **Mutual Indemnity.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.
- In the event of any concurrent act or omission of the parties, each party shall pay a proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
- The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. **Insurance.** The CWCOC's membership in the governmental self-insured risk pool, Washington Cities Insurance Authority (WCIA), shall satisfy all conditions of insurance to fulfill the role of Administrative Agency for this Agreement. Should coverage through WCIA terminate, the CWCOC shall maintain comparable coverage.
12. **Duration and Dissolution.** This SWRTPO shall exist until it is dissolved by a majority vote of the voting membership of the Board as prescribed by the Bylaws and written approval by WSDOT, provided the

business of dissolution is listed on the agenda of a regularly scheduled meeting.

13. Miscellaneous Provisions.

- 13.1 Waiver. No waiver of any breach of any covenant or Agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.
- 13.2 Assignment. None of the parties shall assign this Agreement, or any part hereof, without the written consent of all other parties. The Agreement shall inure to the benefit of and be binding upon each party and their successors and permitted assigns.
- 13.3 Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.
- 13.4 Filing. A copy of this Agreement and any subsequent amendments shall be filed with the Auditor of Cowlitz County, Washington, within five days of the date of its execution, provided, however, that failure to file this Agreement shall not affect the validity of the Agreement.
- 13.5 Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.
- 13.6 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.
- 13.7 Force Majeure. The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials, delays in environmental review, permitting, or other environmental requirements or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than the signatories to this Agreement.
- 13.8 Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served to the Lead Agency to be disseminated to the membership or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed to the CWCOC Executive Director at the current place of business.
- 13.9 Compliance with Laws. All parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.
- 13.10 Interlocal Cooperation Act. The performance of the obligations of this Agreement shall comply with the provisions of RCW 39.34.030 (4), the Interlocal Cooperation Act. The parties do affirm that no

separate legal entities are necessary in order to carry out this Agreement and that none have been created.

Nothing herein shall imply that any signatory waives, surrenders, or otherwise transfers any right, obligation or duty imposed upon it by Law, and which it alone is authorized to execute.

14. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.
15. Effective Date: The Agreement shall be considered fully executed upon receipt by the CWCOC of the approved resolutions of all the counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population. The document effective date shall be considered the signatory date of the CWCOC executed upon receipt of the approved resolution that completes the counties, cities and towns population requirements as set forth by this agreement.

The Agency does hereby approve by resolution the Southwest Washington Regional Transportation Planning Organization's Amended and Restated Interlocal Agreement this day, (month) (day), 2021.

AGENCY

Attest:

Title, Full Signature Name

Date: _____

Title, Full Signature Name

Date: _____

Title, Full Signature Name

Date: _____

Attorney

Title, Full Signature Name

Date: _____

Title, Full Signature Name

Date: _____

INSTRUCTIONS:

- The final interlocal agreement contract will reflect one signature page per entity.
- The signature page may be modified by the signatory agencies to fit their contract approval format, but shall remain as a separate page from the agreement document. This will allow for all signatures to be incorporated into one final document.
- All agencies shall return one signed, original agreement signature page and one signed, original resolution supporting this agreement to the CWCOG.
- Sample resolution template language attached hereto.

Agencies to be included to meet the requirements as stated in the recitals:

COUNTY SIGNATORIES

Cowlitz County
Grays Harbor County

Lewis County
Pacific County

Wahkiakum County

CITY / TOWN SIGNATORIES

Aberdeen
Castle Rock
Cathlamet
Centralia
Chehalis
Cosmopolis
Elma

Hoquiam
Ilwaco
Kalama
Kelso
Long Beach
Longview
McCleary

Montesano
Morton
Mossyrock
Napavine
Oakville
Ocean Shores
Pe Ell

Raymond
South Bend
Toledo
Vader
Westport
Winlock
Woodland

TRIBAL AGENCIES - TBD Based on Interest

LEAD AGENCY SIGNATORY - Cowlitz-Wahkiakum Council of Governments

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION

WHEREAS, the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (herein referred to as “SWRTPO”) was voluntarily established by interlocal agreement December 1, 1990 and amended March 14, 1992 as a joint policy board pursuant to Revised Code of Washington (RCW) 39.34 and met the requirements of such in accordance with RCW 47.80.040 and Washington Administrative Code (WAC) 468-86-070; and

WHEREAS, the Counties are organized as counties pursuant to RCW Title 36 and the boundaries of each county are as defined in RCW 36.04.080 and .350, respectively, and are authorized to engage in transportation planning pursuant to 36.53, 36.54 and 36.73 to 36.89; and

WHEREAS, the Cities are organized as cities and towns pursuant to RCW Title 35 and 35A and are authorized to engage in transportation planning pursuant to 35.68 to 35.79; and

WHEREAS, the Cowlitz-Wahkiakum Council of Governments (CWCOG) formed in accordance with RCW 36.64.080 through RCW 36.64.110, was designated as the Metropolitan Planning Organization (MPO) of the Longview-Kelso Urbanized Area by the Governor of the State of Washington January 11, 1982; and

WHEREAS, RCW 47.80.020 states that the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes; and

WHEREAS, the parties as stated hereto have the authority to enter into interlocal agreements under Ch. 39.34 RCW; and

WHEREAS, the SWRTPO board did so direct the Cowlitz-Wahkiakum Council of Governments, as lead agency, to amend and update the interlocal agreement to align with current required federal and state regulations and requirements;

WHEREAS, the SWRTPO board has reiterated their dedication to upholding the responsibilities of a regional transportation planning organization as outlined in RCW 36.70A.210, 47.80.011, 47.80.023 and WAC 468-86-020 and other such duties as assigned by Washington State Department of Transportation, state legislature or the SWRTPO board.

NOW THEREFORE, BE IT RESOLVED that the City of Long Beach does hereby reiterate their support of the SWRTPO and does so by the approval of the Amended and Restated SWRTPO Interlocal Agreement.

AYES

NAYS

ABSENT

Jerry Phillips, Mayor

ATTEST:

Jessie Hermens, City Clerk

Southwest Washington Regional Transportation Planning Organization

What It Is & What It Means for Our Region



The Cowlitz-Wahkiakum Council of Governments (CWCOG) is the Regional Transportation Planning Organization (RTPO) for Cowlitz County and by interlocal agreement serves as the RTPO for the counties of Wahkiakum, Pacific, Grays Harbor and Lewis Counties. RTPO's are required to:

- Prepare a Regional Transportation Plan.
- Certify that countywide planning policies and the transportation element of local comprehensive plans are consistent with the regional transportation plan.
- Develop and maintain a six-year Regional Transportation Improvement Program.

The RTPO also works with local agencies on transportation issues, develops the Coordinated Public Transit - Human Services Transportation Plan, and is involved in ranking public transportation projects for funding along with the Washington State Department of Transportation (WSDOT). The RTPO is also responsible for the ranking and awarding of around \$365,000 in funds each year through the Surface Transportation Block Grant Set Aside Program also referred to as the Transportation Alternatives program.

Regional Transportation Planning

The Regional Transportation Plan and the Coordinated Public Transit – Human Services Transportation Plan which were both adopted in December of 2018 are available on the CWCOG website. (<https://www.cwcog.org/resources/>)

Calendar

2021 Meeting Schedule:

Wednesday, February 17th

Wednesday, May 19th

Wednesday, September 15th

Wednesday, December 8th

Meetings will be held remotely via Zoom

Projects and Initiatives

The RTPO will be working on the following projects during 2021.

- ⚙ Developing a Rural Intelligent Transportation System (ITS) Architecture Best Practices Report
- ⚙ Compiling resources and tools for use in a rural road safety plan
- ⚙ Continuing efforts to track and [map](#) projects throughout the region
- ⚙ Developing the Unified Planning Work Program for the 2022 State Fiscal year for the RTPO
- ⚙ Providing project support and assistance to area agencies
- ⚙ Working with the members cities/towns, counties and ports to update the interlocal agreement and renew the regional commitment to work together on regional transportation planning issues

Rural Transportation Resources

Washington State Department of Transportation - [WSDOT](#)
Planning for Transportation in Rural Area - [FHWA](#)
Regional Rural Transportation Planning National Association of Development Organizations - [NADO](#)
Rural Transportation Planning - [FTA](#)
Rural Transportation Organization - [Web](#)
National Association of Regional Councils - [NARC](#)

For More Information:

Bill Fashing, CWCOG Director, bfashing@cwco.org
Robert Stevens, Planner, rstevens@cwco.org
Ken Pearrow, Planner, kpearrow@cwco.org

360.577.3041
www.cwcog.org

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 21-10**

Meeting Date: March 1, 2021

AGENDA ITEM INFORMATION

SUBJECT: Special Use
Permit SUP 2021-01

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

AS

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

Other:

COST: Paid the application
fee

SUMMARY STATEMENT: Mr. Don Lee dba Fireworks Superstore requests a Special Use Permit to operate a fireworks store for the 4th of July and New Year's holidays. Mr. Lee has done this many times and has been an excellent short-term vendor. This permit has been approved in the past with the following conditions:

1. Keep and leave the site clean.
2. Your sales area and signage must be placed so as not to interfere with safe vehicle traffic, in particular, the line-of-sight at the corner of 12th Street Southwest and Pacific Highway South. Nothing taller than 42" may be located within 20 feet of the property corner.

This is the first fireworks store request of 2021.

RECOMMENDED ACTION: Conditionally Approve SUP 2021-01 with the conditions identified by staff.



Post Office Box 310
115 Bolstad Avenue West
Long Beach, WA 98631
Telephone: 360-642-4421
fax: 360-642-8841
planner@longbeachwa.gov

March 2, 2021

Don Lee
Fireworks Superstore
PO Box 1081
Philomath, Oregon 97370

RE: Case No. SUP 2021-01, Special Use Permit
Fireworks Sales at 101 12th Street Southwest in the C1-Commercial Zone

Mr. Lee,

At its regularly scheduled March 1, 2021 meeting, the Long Beach City Council heard and **CONDITIONALLY APPROVED** your request to sell fireworks in an outdoor setting for the 4th of July, allowed June 28th through July 5th, and for the New Year, allowed December 27th through December 31st pursuant to RCW 70.77.395.

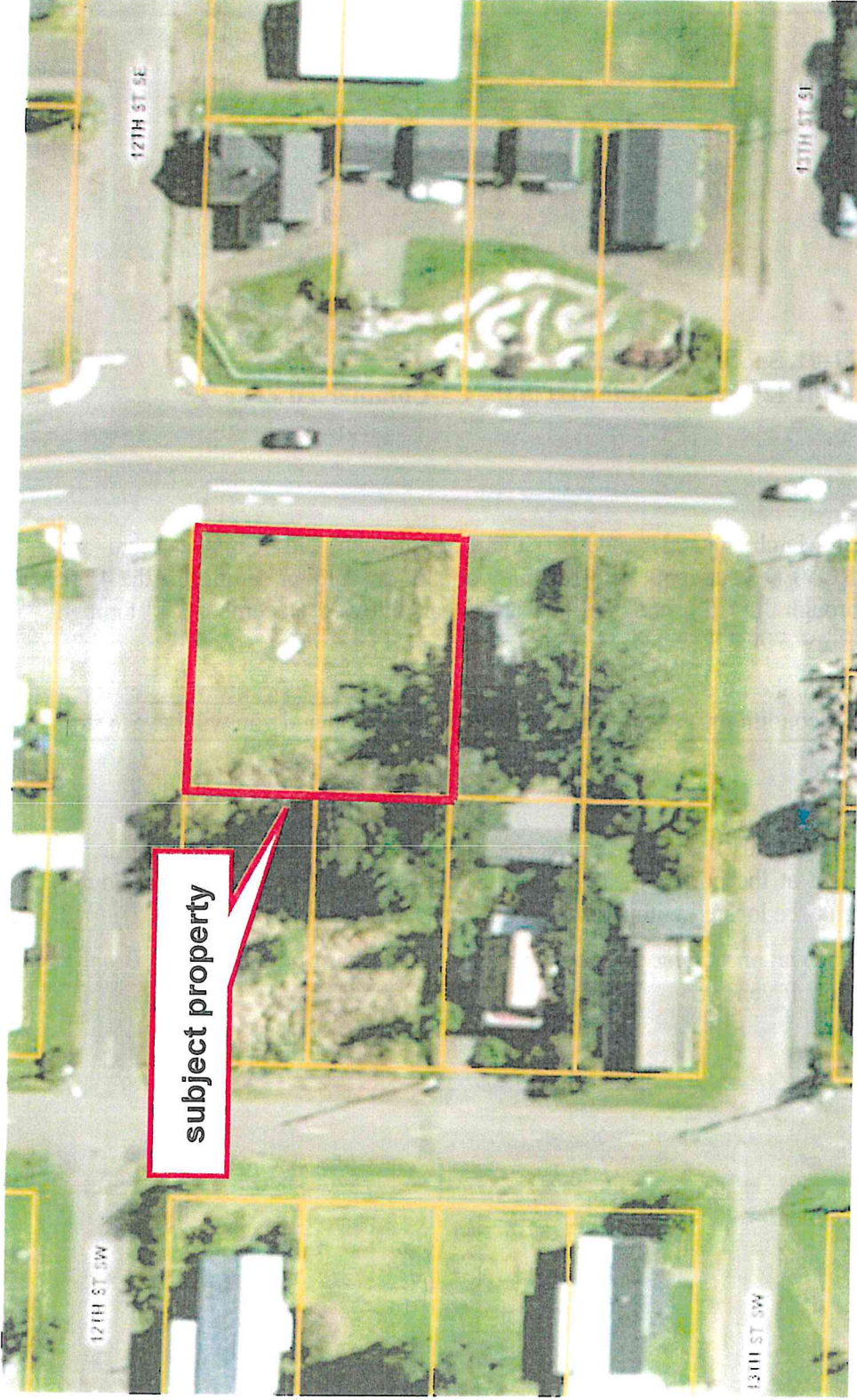
The City's approval is subject to the following conditions, which are mandatory requirements. If you do not comply with these conditions, the City will rescind your approval and you will have to stop sales:

1. Keep and leave the site clean.
2. Your sales area and signage must be placed so as not to interfere with safe vehicle traffic, in particular, the line-of-sight at the corner of 12th Street Southwest and Pacific Highway South. Nothing taller than 42" may be located within 20 feet of the property corner.

Congratulations on your approval and thank you for your continued commitment to Long Beach. You have been a model itinerant vendor.

Sincerely,

Ariel Smith
Director, Community Development



Case No. SUP 2021-01

Location Map

Don Lee dba Fireworks Superstore
Southwest corner of 12th Southwest and Pacific Highway South
Special Use Permit: Fireworks Stand in the C1 Zone

FIREWORKS SUPERSTORE
PO BOX 1081
PHILOMATH, OR 97370
541 738-6981

City of Long Beach
Ariel Smith
PO Box 310
Long Beach, WA 98631

2/16/2021

Dear Ariel,

I would like to request a Special Use permit for the sale of consumer fireworks from June 28 thru July 5, 2021 and December 27 thru December 31, 2021. The stand location is 101 12th SW.

Submitted are the following documents:

2021 Washington Fireworks License
Certificate of Liability Insurance
2021 City Business License
Letter of Authorization from landlord
Check # 1623 in the amount of \$ 100.00 for permit fee

Sincerely,


Don Lee

✓
1623



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

G21283

Stand Number: SN-13773

Licensee Data

Fireworks Superstore
P.O. Box 1081
Philomath, OR 97370
License Number: WSPFL-02349
Phone Number: (541) 738-6981

Operational Data

Wholesaler: [MULTIPLE SUPPLIERS]
County of Operation: Pacific
Operated For: Licensee
Stand Operated By: Don Lee

Date of Issue: January 15, 2021

Date of Expiration: January 31, 2022

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.
SURRENDER THIS PORTION OF THE LICENSE TO THE FIREWORKS WHOLESALER

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 21-12**

Meeting Date: March 1, 2021

AGENDA ITEM INFORMATION

SUBJECT: Transit Director Mike Wagner – Transit Update	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	
	Water/Wastewater Supervisor	
COST: N/A	Other:	

SUMMARY STATEMENT: *Mike Wagner, the Transit Director would like to give the Council an update.*

RECOMMENDED ACTION: *No action needed.*

TAB - E

BEFORE THE HEARING EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of)

Wincon LLC for G5, applicant)
and owner)

For a variance to Critical Area)
Regulations for vacation rental)
use of a residence family home)
in the **Old Town West Zone**)
located at 511 Ocean Beach Blvd)

FILE NO: V 2021-01

**FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION**

DECISION

The Variance Application is **APPROVED**, subject to conditions.

INTRODUCTION

The Variance application of **Wincon LLC** for **G5**, applicant and owner to allow the construction of a single family residence came before Jan LeM. Hedges, Hearings Examiner, on February 19th, 2021 at 1:00 p.m. . Mrs. Ariel Smith, Community Development Director, presented the Department of Community Development Staff Report

The Hearing Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the Variance. Testifying under oath were:

Ariel Smith, Community Development Director, CITY

The following exhibits were offered and admitted:

EXHIBIT	DESCRIPTION	SUBMITTED BY	DATE ADMITTED	COMMENTS
1	Application for Variance	Wincon LLC for G5	01/28/2021	Complete
2	Determination of Completeness	CITY	01/29//2021	Complete
3	Staff Report	CITY	02/19/2021	Complete
4	Notice of Public Meeting	CITY	02/03 & 10/2021	Complete

The hearing adjourned at 1:05 p.m.

From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Applicant, **Wincon LLC** for **G5**, requests a critical areas variance to allow residential structure for vacation use development in the **Old Town West zone**.
2. The lot is within Category II wetlands requiring alteration of an approximate 1,320^{sq. ft.} of wetlands buffer.
3. This parcel is located along the west side of 511 Ocean Beach Blvd. south.
4. The applicant requests a critical areas variance to allow construction of a single family residence with wetland buffer impacts associated with onsite Category II wetlands.
5. The proposed site is in a **Old Town West Zone**.
6. The subject property is designated commercial on the future land use map of the Long Beach Comprehensive Plan Map.
7. The proposed variance is exempt from the **State Environmental Policy Act** , part 10a of the Washington State Joint Aquatic Resources Permit Application.
8. **Public** street(s), water and utilities are available to serve the site.
9. This Variance Application was **timely submitted**, was received and met the CITY completeness requirements as required in CITY Ordinance 15.08.070 B. and RCW 36.70.B.070.
10. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following:

CONCLUSIONS OF LAW

1. The Hearing Examiner has jurisdiction over the person and the subject matter of the proceeding.
2. The requirements of the **CITY Zoning Ordinance** have been met; the proposed single family residence and parking use(s) are permitted uses.
3. The standards and guidelines of the **CITY Comprehensive Plan** have been met.
4. This proposed development is exempt from **SEPA** review.
5. This proposed development is exempt from **Shoreline Management Act** review.
6. The applicant has sought the appropriate variance application.
7. Any finding herein which may be deemed a conclusion is hereby adopted as such.

DECISION

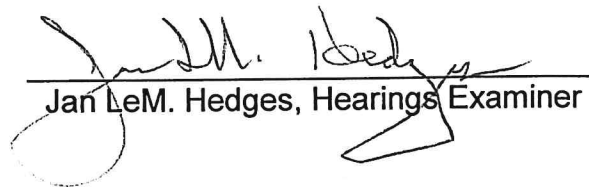
The application of a variance for **Wincon LLC** for **G5**, owner to impact approximately 3,240 ^{sq ft} of wetland buffer to allow single family residential construction development is **APPROVED**, subject to the following conditions:

1. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Unified Development regulations.
2. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Zoning regulations.
3. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Building regulations.
4. The development, including any development by other than the applicant, shall comply in all respects with the requirements of the City of Long Beach Critical Areas regulations.

Conditions Cont's:

5. Any needed new utility systems, such as power, cable TV, telephone, etc., shall be buried underground. Design and installation of the systems shall be conducted by the franchised utility company and the design shall be submitted to the City Engineer for review and approval prior to installation.
6. The applicant or any other developer of the subject property shall be bound by conditions of any other conditioned City approval, if any.
7. The conditions of this and any other conditioned City approval for Cas No. 2021 – 01 are manadator4y requirements. Failure to comply with conditions of any CITY approval may result in the approval being rescinded and possibly the applicant or subsequent developers or owners being cited and fined under **the Long Beach City Code**

Done this 19th, day of February, 2021


Jan LeM. Hedges, Hearings Examiner

NOTICE OF RIGHT TO APPEAL

RIGHT TO APPEAL –TIME LIMIT

Any person aggrieved by the decision of the hearing examiner shall have the right to appeal the decision to the City Council. The appeal shall be in writing and delivered to City Hall within ten calendar days of the hearing examiners decision. The appeal must contain a statement identifying the decision being appealed, the name and address of the appellant and the appellants standing, the specific reason(s) why the appellant asserts the decision is in error and the desired outcome or changes to the decision. Upon filing an appeal, the appellant must pay a fee of \$400.00. No new evidence will be accepted by the City Council. The appeal is limited to the record presented to the hearing examiner. [Ordinance No 656, Section 4]

TRANSCRIPT OF HEARING – PAYMENT OF COST

An appeal of the Hearing Examiner's decision requires the preparation of a transcript of the hearing before the Hearing Examiner. Therefore, a payment of ten dollars (\$10.00) for each hearing tape must accompany the request for appeal. The appeal fee is \$400.00. All costs are payable to the City of Long Beach, Washington.

[illegible]

25,000

