



## AGENDA –Monday, May 15, 2023

6:30 p.m. Workshop

7:00 p.m. City Council Meeting

In-Person and Zoom Webinar

Meeting ID: 829 2381 4826

Password: 123456

### 6:30 WORKSHOP

WS 23-08

Fireworks – TAB A

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

Call to order	Mayor Phillips, Council Member Svendsen, Council Member Phelps,
And roll call	Council Member Murry, Council Member Reddy & Council Member Coleman

### PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether 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, May 1, 2023, Regular Meeting
- Payment Approval List for Warrant Registers – 61521-61549 & 90903-90969 for \$401,425.94

- AB 23-21 – TIB Agreement – TAB C
- AB 23-22 – AWC Conference Voting Delegates – TAB D

### DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS

- Thank you letter
- Police Chief's Report for April
- Decision on CUP 2023-01

### FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
June 5, 2023, June 19, 2023 & July 3, 2023

### 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 23-08**

**Meeting Date: May 15, 2023**

AGENDA ITEM INFORMATION		
<b>SUBJECT: Fireworks Voting Recap</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>		
<b>SUMMARY STATEMENT: Discussion the advisory ballot measure.</b>		

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.

**CITY OF LONG BEACH  
ORDINANCE NO. 1015**

**AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING A PROHIBITION ON ALL SALES AND DISCHARGE OF CONSUMER FIREWORKS WITHIN THE LONG BEACH CITY LIMITS.**

**WHEREAS**, the Long Beach City Council desires to protect the health and welfare of its citizens from the noise and pollution associated with the discharge of consumer fireworks; and

**WHEREAS**, under RCW 70.77.136, "Consumer fireworks" means any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling regulations of the United States consumer product safety commission, as set forth in 16 C.F.R. Parts 1500 and 1507 and including some small devices designed to produce audible effects, such as whistling devices, ground devices containing 50 mg or less of explosive materials, and aerial devices containing 130 mg or less of explosive materials and classified as fireworks UN0336 by the United States department of transportation at 49 C.F.R. Sec. 172.101 as of June 13, 2002, and not including fused set pieces containing components which together exceed 50 mg of salute powder; and

**WHEREAS**, under RCW 70.77.395 (3), a city may enact an ordinance to limit or prohibit the sale, purchase, possession, or use of consumer fireworks; and

**WHEREAS**, under RCW 70.77.250 (4), this ordinance shall have an effective date of no sooner than one year after adoption.

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

**Section 1.** Title 6, Police and Public Safety shall be amended to read as follows:

**Chapter 7     Fireworks**

**6-7-1   Fireworks defined**

**6-7-2   Sale, use and discharge of fireworks unlawful**

**It is unlawful for any person to sell, use, transfer, discharge, ignite, or explode any fireworks within the City of Long Beach; provided that this prohibition shall not apply to duly authorized public displays as provided in RCW 70.77.260**

**6-7-3   Violation; Penalty**

**Section 2.** Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.



**Section 3.** Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval, and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH THIS 15TH DAY OF MAY 2023.**

AYES

NAYS

ABSENT

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

Attest:

\_\_\_\_\_  
Jessie Hermens, City Clerk

**TAB - B**

## **LONG BEACH CITY COUNCIL MEETING**

**May 1, 2023**

### **6:30 COUNCIL WORKSHOP**

Mayor Phillips, C. Svendsen, C. Phelps, C. Reddy, and C. Coleman were all in attendance. C. Murry was absent.

### **WS 23-07 Pacific County Housing Workshop Recap**

David Glasson, City Administrator, presented the workshop bill. There was a discussion surrounding housing needs, potential locations, and funding opportunities.

- **No decisions or motions were made at this time.**

### **7:00 CALL TO ORDER**

Mayor Phillips called the meeting to order.

### **ROLL CALL**

David Glasson, City Administrator, called roll with C. Svendsen, C. Phelps, C. Reddy, and C. Coleman all in attendance. C. Murry was absent.

### **PUBLIC COMMENT**

- Robbie Wright commented on vacation rentals.
- Ned Bittner commented on the upcoming B&B camps.

### **CONSENT AGENDA**

Minutes, April 17, 2023, Regular Meeting

Payment Approval List for Warrant Registers – 61500-61520 & 90864-90902 for \$261,383.76

**C. Reddy made the motion to approve the Consent Agenda. C. Phelps seconded the motion; 4 Ayes, motion passed.**

### **BUSINESS**

#### **AB 23-17 – Flower Fairy Goes to Prom**

David Glasson, City Administrator, presented the agenda bill. Nansen Malin of Nansen Florals is requesting that the city council reduce or waive the fees associated with the rental of the Train Depot. She is requesting May 17<sup>th</sup> and 18<sup>th</sup>, 2023 to hold an event to create prom corsages and boutonnieres.

**C. Svendsen made the motion to approve waiving the fee for Nansen Florals for the dates listed in their request. C. Coleman seconded the motion; 4 Ayes, motion passed.**

#### **AB 23-18 – Ordinance 1014 Amending the Fees for General Business License**

David Glasson, City Administrator presented the agenda bill. The ordinance changes the Long Beach general business license fee to \$150, previously at \$125.

**C. Coleman made the motion to approve Ordinance 1014 amending the business license fees. C. Svendsen seconded the motion; 4 Ayes, motion passed.**

#### **AB 23-19 – Resolution 2023-03 Establishing Fees for Inspections**

David Glasson, City Administrator presented the agenda bill. This resolution establishes fees for vacation rental and commercial inspections.

**C. Reddy made the motion to approve Resolution 2023-03 establishing fees for inspections. C. Phelps seconded the motion; 4 Ayes, motion passed.**

#### **AB 23-20 – Website Design and Hosting Proposal**

David Glasson, City Administrator presented the agenda bill. CivicPlus provided a proposal for website redesign, hosting, and support.

**C. Svendsen made the motion to approve the provided proposal from CivicPlus and move forward with the website redesign. C. Reddy seconded the motion; 4 Ayes, motion passed.**

#### **DEPARTMENT HEAD ORAL REPORTS**

#### **CORRESPONDENCE AND WRITTEN REPORTS**

- Sales Tax Collections
- Lodging Tax Collections
- Transportation Benefit District Collections

#### **ADJOURNMENT**

Mayor Phillips adjourned the meeting at 7:30 p.m.

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Mayor

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City Clerk





# Warrant Register

Check Periods: 2023 - May - First

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

Council Member	Council Member	Council Member	Clerk/Treasurer
61521	Bell, Helen S	5/5/2023	\$392.87
61522	Binion, Jacob M	5/5/2023	\$2,289.87
61523	Brown, Kaine E	5/5/2023	\$1,225.23
61524	Cox, Mallory E	5/5/2023	\$459.30
61525	Cutting, Griffen G	5/5/2023	\$1,225.31
61526	Goulter, John R	5/5/2023	\$2,197.36
61527	Huff, Timothy M	5/5/2023	\$2,187.00
61528	Kaino, Kris A	5/5/2023	\$1,010.92
61529	Kemmer, Larry L	5/5/2023	\$2,012.74
61530	McCord, Brendon M	5/5/2023	\$1,320.96
61531	Murry, Del R	5/5/2023	\$265.63
61532	Padgett, Timothy J	5/5/2023	\$2,230.04
61533	Phelps, Larry A	5/5/2023	\$265.63
61534	Quittner, Jonathan H	5/5/2023	\$1,144.34
61535	Reddy, Patrick E	5/5/2023	\$257.53
61536	Svendsen, Sue M	5/5/2023	\$265.63
61537	Wright, Flint R	5/5/2023	\$3,400.63
61538	Association of WA Cities	5/5/2023	\$68,303.50
61539	AFLAC	5/5/2023	\$378.35
61540	Awc - ST & Life	5/5/2023	\$802.68
61541	City of Long Beach - Fica	5/5/2023	\$15,773.26
61542	City of Long Beach - FWH	5/5/2023	\$12,004.76
61543	Council Gift Fund	5/5/2023	\$60.00
61544	Dept of Labor & Industries	5/5/2023	\$2,230.04
61545	Dept of Retirement Systems	5/5/2023	\$15,803.90
61546	Dept of Retirement Systems Def Comp	5/5/2023	\$2,540.00
61547	Employment Security Dept	5/5/2023	\$454.07
61548	Employment Security Dept - Unemployment	5/5/2023	\$206.72
61549	WEX Health, Inc.	5/5/2023	\$150.00

Execution Time: 5 second(s)

Printed by CLB1\HelenB on 5/12/2023 1:30:58 PM  
Register

90903	Tangly Cottage Garden	5/1/2023	\$602.42
90904	Association of Washington Cities	5/2/2023	\$80.00
90905	Visa	5/3/2023	\$5,000.00
90906	Beacon Athletics	5/3/2023	\$7,391.48
90907	Weston's Used Appliances	5/4/2023	\$411.57
90908	IHS Grad Class	5/4/2023	\$132.00
90909	Jewell, Kyle	5/5/2023	\$35.00
90910	Fawcett, Robert	5/5/2023	\$1,513.86
90911	Dept of Licensing	5/10/2023	\$42.00
90912	Chico's	5/11/2023	\$163.11
90913	Active Enterprises, Inc.	5/12/2023	\$15.28
90914	Airgas USA LLC	5/12/2023	\$70.05
90915	Allen, Jordan	5/12/2023	\$790.50
90916	ALS Group USA, Corp.	5/12/2023	\$100.00
90917	Astoria Janitor & Paper Supply	5/12/2023	\$1,721.39
90918	Backflow Management Inc	5/12/2023	\$7.50
90919	Britten, Inc.	5/12/2023	\$1,225.96
90920	BSK Associates	5/12/2023	\$223.00
90921	Cascade Columbia Distribution CO	5/12/2023	\$6,948.01
90922	CenturyLink	5/12/2023	\$316.29
90923	Chinook Observer	5/12/2023	\$496.08
90924	Coastal AG LLC	5/12/2023	\$1,916.60
90925	Department of Commerce	5/12/2023	\$104,212.98
90926	DMT Auto Parts, Inc	5/12/2023	\$1,020.45
90927	Drug Screens, Inc	5/12/2023	\$35.00
90928	Englund Marine Supply	5/12/2023	\$151.43
90929	Estrada, Miranda	5/12/2023	\$222.00
90930	Evergreen Septic Inc	5/12/2023	\$875.00
90931	Evergreen Septic Pumping LLC	5/12/2023	\$2,594.40
90932	Fastenal Company	5/12/2023	\$4,412.34
90933	Flukinger, Ashley	5/12/2023	\$1,700.00
90934	Ford Electric	5/12/2023	\$1,177.76
90935	Glasson, David	5/12/2023	\$686.81
90936	GRAINGER	5/12/2023	\$444.47
90937	Gray & Osborne	5/12/2023	\$25,678.20
90938	H. D. FOWLER	5/12/2023	\$18,921.73
90939	Jewell, Kyle	5/12/2023	\$35.00
90940	Kubwater Resources, Inc	5/12/2023	\$2,808.96
90941	L.N. Curtis & Sons	5/12/2023	\$2,090.07
90942	Lawson Products, Inc.	5/12/2023	\$365.35
90943	MAC TOOLS	5/12/2023	\$703.71
90944	MANSFIELD ALARM CO, INC	5/12/2023	\$660.83
90945	Meling, Casey	5/12/2023	\$1,038.39
90946	MossyTel	5/12/2023	\$303.30
90947	Oman & Son Builders	5/12/2023	\$6,720.33
90948	One Call Concepts, Inc.	5/12/2023	\$20.33



TAB - C





**CITY COUNCIL  
AGENDA BILL  
AB 23-21**

**Meeting Date: May 15, 2023**

AGENDA ITEM INFORMATION		
<b>SUBJECT:</b> <i>TIB Agreement for Pacific County to Chip Seal</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Public Works Director	BL
	Fire Chief	
	Police Chief	
	Other:	
<b>COST:</b> \$200,000 5% Match		

**SUMMARY STATEMENT:** *Pacific County has worked with TIB to authorize grant dollars to be used to chip seal other local entities. Through the interlocal agreement with Pacific County the city can use their services without having to go through the formal bid process and pay prevailing wage.*

**RECOMMENDED ACTION:** *Authorize the Fuel Tax Agreement with TIB for chip seal improvements.*



City of Long Beach  
2-W-970(004)-1  
2023 Seal Coat Award  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Long Beach  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2023 Seal Coat Award, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Long Beach, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.2381 percent of approved eligible project costs up to the amount of \$200,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 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 persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:





- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.





## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



### 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

### 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

TAB - D



**CITY COUNCIL  
AGENDA BILL  
AB 23-22**

**Meeting Date: May 15, 2023**

AGENDA ITEM INFORMATION		
<b>SUBJECT:</b> <b>AWC Conference Voting Delegates</b>	<i>Originator:</i>	
	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	
<b>COST:</b> N/A	Other:	

**SUMMARY STATEMENT:** *AWC needs to know whom the city would like to be voting delegates for the annual conference.*

**RECOMMENDED ACTION:** *Authorize three voting delegates for the AWC conference.*



To: City/town Mayors

From: AWC President Rob Putaansuu, Mayor Port Orchard

CC: City manager/administrator, clerk

Date: May 8, 2023

Subject: 2023 AWC Business Meeting

On behalf of the AWC Board of Directors, I am pleased to invite you to attend the **AWC Business Meeting on Thursday, June 22, 2023, from 4 to 5:45 pm at the Spokane Convention Center, 334 West Spokane Falls Blvd., Spokane, WA 99201.** An online option will also be available.

The Business Meeting will take place in conjunction with the AWC Annual Conference. I encourage representatives from your city to participate by appointing voting delegates. There is no requirement to attend the Annual Conference to participate in the Business Meeting, whether you join us in person or online.

AWC Bylaws allow each city to appoint up to three voting delegates. The Bylaws do not specify a method or form cities must use to appoint delegates. If your city determines these appointments through council action, please share this information with your city council.

Voting delegates have the opportunity to influence the operations of AWC by electing members of the AWC Board of Directors and engage on issues that affect cities. Each voting delegate has one vote.

Once the mayor, city manager/administrator, or council has determined the city's voting delegates for the 2023 Business Meeting, please submit their names and contact information using the online form found on the AWC website: [wacities.org/businessmeeting](https://wacities.org/businessmeeting).

The deadline for submitting voting delegates is **5 pm on Thursday, June 15, 2023.** If you have any questions, please contact Betsy Hildreth at [betsyh@awcnet.org](mailto:betsyh@awcnet.org) or 360.753.4137.

Additional information on the Business Meeting, the AWC Board of Directors, and the Annual Conference can be found on AWC's website: [wacities.org](https://wacities.org).

TAB - E

## Ariel Smith

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**From:** Jerry Phillips  
**Sent:** Thursday, May 4, 2023 8:00 AM  
**To:** David Glasson; Ariel Smith; Brian Loos  
**Subject:** FW: 6th annual Jeep Long Beach event

FYI

Respectfully,

*Jerry Phillips*  
*Mayor*  
*Long Beach, WA.*  
*360-977-8491*

**From:** John Thompson <jeeplongbeach@gmail.com>  
**Sent:** Tuesday, May 2, 2023 1:16 PM  
**To:** Jerry Phillips <jphillips@longbeachwa.gov>  
**Subject:** 6th annual Jeep Long Beach event

[External Email]

Hello Mayor Phillips, John Thompson creator of Jeep Long Beach. I just wanted to thank you and the city of Long Beach for all your help with this event. We are looking forward to our 6th and largest event this September 15th 16th 17th. Having the city dumptruck for our part in the International Coastal Clean up on Saturday is very helpful and it looks good full of trash from the beautiful Pacific ocean with the city logo for good exposure for the city. We love Long Beach and the ocean that's why we created the event, to help both, and the S.P.C.H.S. If you do good things and have fun, it's a good day!! Thanks again see you in September.

# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

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

05-01-23

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To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for April 2023

During the month of April, the Long Beach Police Department oversaw the following cases and calls:

## **Long Beach**

**334** Total Incidents  
Aid Call Assists: 5  
Alarms: 6  
Animal Complaints: 4  
Assaults: 4  
Assists: 64

(Includes 11 PCSO, 0 WSP And 0 Other Agency Assists Outside City Boundaries)

Burglaries: 2  
Disturbance: 17  
Drug Inv.: 2  
Fire Call Assists: 2  
Follow Up: 48  
Found/Lost Property: 7  
Harassment: 6  
Malicious Mischief: 2  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Persons: 0  
Prowler: 2  
Runaway: 1  
Security Checks: 60  
Suspicious: 26  
Thefts: 11  
Traffic Accidents: 4  
Traffic Complaints: 15  
Traffic Tickets: 6  
Traffic Warnings: 22  
Trespass: 6  
Warrant Contacts: 1  
Welfare Checks: 11

## **Ilwaco (Includes 25 Calls at Port)**

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

Burglaries: 1  
Disturbance: 9  
Drug Inv.: 2  
Fire Call Assists: 0  
Follow Up: 34  
Found/Lost Property: 0  
Harassment: 2  
Malicious Mischief: 1  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Persons: 3  
Prowler: 0  
Runaway: 0  
Security Checks: 27  
Suspicious: 22  
Thefts: 3  
Traffic Accidents: 3  
Traffic Complaints: 7  
Traffic Tickets: 3  
Traffic Warnings: 8  
Trespass: 8  
Warrant Contacts: 2  
Welfare Checks: 5



**Monthly Report Continued:**

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On the 5<sup>th</sup> I and Casey met with the Pacific County Prosecutors Office. Other county law enforcement was there as well. We met to discuss concerns with how "probable cause" reports were being managed. I think we produced a workable solution.

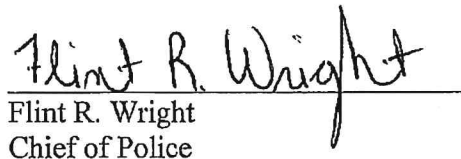
On April 17<sup>th</sup> the department had defensive tactics training.

I attended the 911 Operations Board meeting on the 18<sup>th</sup>. Exciting information was shared but, in the excitement, I cannot remember any of the exciting information. ☺

Deputy Chief Meling assisted with a drug take back event on the 22<sup>nd</sup>.

Officer Chris Walkowiak attended training April 23<sup>rd</sup>-27<sup>th</sup>. The training was part of the "Washington State Narcotics Investigators Association" training summit. Chris will be going to the drug task force in June, so this training was paid for by the drug task force. Chris attended many different training courses related to drug enforcement during the week.

My new administrative assistant, Jordan, attended training April 24<sup>th</sup>-28<sup>th</sup>. The training was a "Law Enforcement Records" class. A few of the topics covered included records dissemination, firearms laws and property and evidence. While I miss Loretta, Jordan is doing an amazing job.

  
Flint R. Wright  
Chief of Police

**BEFORE THE LAND USE HEARINGS EXAMINER  
FOR THE CITY OF LONG BEACH, WASHINGTON**

Regarding an application by Stacy and Patrick Reddy    )  
for approval of a Conditional Use Permit to add outdoor)  
seating and bike rental in the OT zone at 601 Pacific    )  
Avenue South in the City of Long Beach, Washington    )(Tsunami Cycle/Kraken Kafe)

**FINAL ORDER**  
  
**CUP 2023-01**

**A. SUMMARY**

1. The applicants, Stacy and Patrick Reddy, request approval of a Conditional Use Permit (“CUP”) to allow outdoor seating and bike rental display area for their existing businesses, Tsunami Cycle and Kraken Kafe, located on a 13,500 square foot parcel at 601 Pacific Avenue South in the City of Long Beach, Washington (the “site”).

a. The site is currently developed with Tsunami Cycle bike rentals and Kraken Kafe on the west portion of the site, abutting Pacific Highway and short-term rental units on the east portion of the site.

b. With this application the applicants proposed to add 960 square feet of additional outdoor display area for bike rentals and 2,400 square feet of outdoor seating area for the café.

c. The site and all surrounding properties are zoned OT (Old Town). Outdoor merchandising, vending, dining and amusements greater than two hundred (200) square feet associated with a business operating out of an adjacent building are allowed as a Conditional Use in the OT zone pursuant to Section 12-6A-3 of the Long Beach City Code (the “LBCC”).

2. City of Long Beach Hearing Examiner Joe Turner (the “examiner”) conducted a public hearing to receive testimony and evidence about the application. City staff recommended that the examiner approve the application subject to conditions. See the Staff Report to the Hearings Examiner dated May 5, 2023, (the “Staff Report”). The applicant accepted the findings and conditions in the Staff Report without exceptions. No one else testified orally or in writing.

3. Based on the findings provided or incorporated herein, the examiner approves the application, subject to the conditions at the conclusion of this final order.

**B. HEARING AND RECORD HIGHLIGHTS**

1. The examiner received testimony at a public hearing about this application on May 5, 2023. All exhibits and records of testimony are filed at the City of Long Beach. At the beginning of the hearing, the examiner described how the hearing would be conducted and how interested persons could participate. The examiner disclaimed any *ex parte* contacts, bias, or conflicts of interest. The following is a summary by the examiner of selected testimony and evidence offered at the public hearing.



2. City planner Ariel Smith summarized the Staff Report and the proposed conditions of approval. She noted that the City's design review committee considered and approved the design of the proposed development. The applicants accepted the findings and conditions in the Staff Report without objections.

3. No one else testified orally or in writing regarding this application. At the conclusion of the hearing the examiner closed the record and announced his intention to approve the application subject to the findings and conditions of approval in the Staff Report.

### **C. DISCUSSION**

1. City staff recommended approval of the application, based on the affirmative findings and subject to conditions of approval in the Staff Report. The applicant accepted those findings and conditions without exceptions.

2. The Examiner finds that the Staff Report identifies all of the applicable approval standards for the application and contains sufficient findings showing the application does or can comply with those standards, subject to conditions of approval. These findings were not disputed and are supported by substantial evidence in the record. The Examiner adopts the following findings of fact as his own:

- a. The subject site is located in the OT – Old Town zoning district, where outdoor vending, and dining greater than 200 square feet are allowed as conditional uses.
- b. The subject site is designated Old Town in the Long Beach Comprehensive Plan.
- c. The proposed use is consistent with existing commercial uses and will not generate additional noticeable traffic impacts on City infrastructure. The infrastructure was designed to withstand development, and therefore this project will not put a burden on the system. The traffic will increase because of this project.
- d. Design Review is not required in this instance.
- e. There are no parking requirements.
- f. The property is served by City water.
- g. The property is served by City sewer.
- h. The proposed expansion of use is consistent with the requirements of other applicable ordinances and regulations including, but not limited to, the Comprehensive Plan, critical areas regulations, zoning regulations, the Shoreline Master Program, and the State Environmental Policy Act.

#### **D. CONCLUSION**

Based on the above findings and discussion, the examiner concludes that CUP 2023-01 (Tsunami Cycle/Kraken Kafe) should be approved, because it does or can comply with the applicable standards of the Long Beach Municipal Code and the Revised Code of the State of Washington, subject to conditions of approval necessary to ensure the final plat and resulting development will comply with the Code.

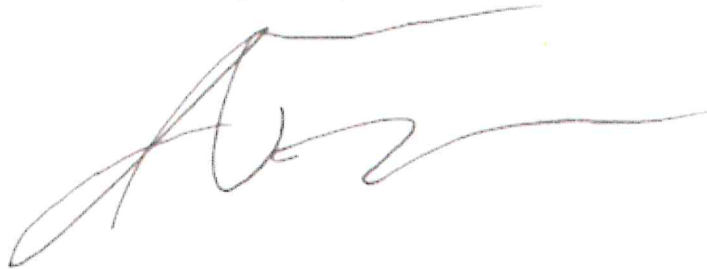
#### **E. DECISION**

Based on the findings, discussion, and conclusions provided or incorporated herein and the public record in this case, the examiner hereby approves CUP 2023-01 (Tsunami Cycle/Kraken Kafe), subject to the following conditions of approval:

##### **Conditions of Approval**

1. Any further development, expansion beyond 10 percent (10%), or change of use of the property shall require the approval of the City of Long Beach.
2. The applicant shall comply with all conditions of any other conditioned City approval.
3. Failure to comply with the conditions of this permit may result in the permit being rescinded, and possibly the applicant being cited and fined under the Long Beach City Code.

DATED this \_\_\_ day of May 2023.

A handwritten signature in dark ink, appearing to read 'Joe Turner', is written over a horizontal line.

Joe Turner, AICP  
City of Long Beach Land Use Hearings Examiner