



## AGENDA –Monday, July 17, 2023

6:00 p.m. Workshop

7:00 p.m. City Council Meeting

In-Person and Zoom Webinar

Meeting ID: 829 2381 4826

Password: 123456

### 6:00 WORKSHOP

WS 23-10

Katja Spitz – Visit Long Beach Update – TAB A

WS 23-11

Comprehensive Plan and Zoning Annual Amendments – TAB B

### 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 C

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

- Minutes, July 3, 2023, Regular Meeting
- Payment Approval List for Warrant Registers – 61631-61663 & 91187-91252 for \$271,073.09

- AB 23-35 – Ordinance 1021- Northern Portion of 19<sup>th</sup> ST SE – TAB D
- AB 23-36 – Department of Enterprise Services Interagency Agreement – TAB E
- AB 23-37 – Resolution 2023-07 – Mechanical and Demolition Fees – TAB F

### DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS

- Police Chief's Report for June 2023
- Capital Budget Award for SCADA Improvements

### 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.  
August 7, 2023, August 21, 2023 & September 5, 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 23-10**

**Meeting Date: July 17, 2023**

AGENDA ITEM INFORMATION		
<b>SUBJECT: Katja Spitz – Visit Long Beach Peninsula</b>	<b>Originator:</b>	
	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:</b>		
<b>SUMMARY STATEMENT:</b> Mid-year update to City Council.		

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.

TAB - B





**CITY COUNCIL  
WORKSHOP BILL  
WS 23-11**

**Meeting Date: July 17, 2023**

AGENDA ITEM INFORMATION		
<b>SUBJECT: Annual Comprehensive Plan and Zoning Amendments</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Events Coordinator	
	Finance Director	
	Police Chief	
	PW Director	
<b>COST:</b>		
<b>SUMMARY STATEMENT:</b> Discuss possible code amendments and re-zones		

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.

## **Topics for 2023 Comprehensive Plan and Zoning Amendments**

### **Rezone –**

1706 Idaho currently R1 – single-family residential wants to be rezoned to R2 – Residential two-family.

The owner wishes to have the flexibility to construct a duplex for long-term housing.

200 Bolstad Ave W currently Old Town West, is now city-owned property and should be zoned P for Public.

1709 Pacific Ave N – City owned property, rezone to P?

Rezone Stanley field to PR vs. P

### **Comprehensive Plan –**

Amend Environmental Protection Goal 3.24 – see attachment.

Future Land Use Map and Zoning Map would need to be updated if the rezones were adopted.

### **Zoning Code Updates –**

Remove the use of “Temporary, mobile open-air food or retail establishments operating as supplements in the OT, OTW, RC, C1 or C2 zones.”

Remove the use of a Bed and Breakfast –

Allowed under a CUP in the R2R, R3, R3R, R2, S1, S2 and outright permitted in the RC and AC zones.



# APPLICATION FOR DEVELOPMENT APPROVAL

Return to Long Beach City Hall, 115 Bolstad Avenue West, PO Box 310, Long Beach, WA 98631

## APPLICATION TYPE (circle those that apply)

Plat: short -- long ☐ Boundary Line Adjustment ☒ Variance: zoning ☒ - shoreline -- critical areas ☐ Binding Site Plan ☐  
Conditional Use ☐ Special Use ☐ Shoreline Substantial Development ☐ Other ☐

## APPLICANT INFORMATION

Name MARK + Vicki Whitman  
Mailing Address 230 LAKEVIEW DR. P.O BOX 893  
Ilwaco, WA 98624

Telephone 360-642-0805  
Fax ---  
E-mail markwhitman@reagan.com

## PROPERTY OWNER INFORMATION (if different)

Name SAME  
Mailing Address ---

Telephone SAME  
Fax ---  
E-mail ---

## PROPERTY INFORMATION

Site Address 1706 Idaho Long Beach Plat Name Cape Cod Moor - Tract 22-216  
Section --- Township --- Range --- Lot B Block --- Acres --- Zoning ---  
Lender --- Telephone ---  
Current/Prior Use of Property RESIDENTIAL - Single Family

## PROJECT INFORMATION

Architect/Designer --- License/Cert --- Telephone ---  
Engineer --- License --- Telephone ---  
Surveyor DALE N BARNETT License 26251 Telephone ---

Design Review Required? ☐ Yes (separate application required) ☐ No

SEPA Checklist Required? ☐ Yes (must be submitted w/ application) ☐ No

## Project Type (check or fill in all that apply)

☐ Single Family Residential # of lots ---  
☒ Multi-Family Residential # of dwelling units 2, 3, or 4 See Sample (attached)  
☐ Commercial type --- building square feet ---  
☐ Other Non-Residential type --- building square feet ---

Does the proposal create a new tax parcel or divide property ownership? ☒ Yes ☒ No  
Is the subject property located within 200 feet of any surface water? ☐ Yes ☒ No  
Does the proposal involve or require crossing or filling of any wetland, drainage system, or ditch? ☐ Yes ☒ No  
Is the property located in an area subject to flooding? ☐ Yes ☒ No  
Are there existing structures or infrastructure or utilities on the property? ☒ Yes ☐ No  
Does the proposal require displacement, removal, or placement of materials in excess of 50 cubic yards? ☐ Yes ☒ No  
Does the proposal change the existing land use classification of the subject property? ☒ Yes ☐ No

NOTE: The City of Long Beach assumes no responsibility to notify applicants of state or Federal permit requirements. If you believe your project may require a state or Federal permit, relay that information to the Long Beach Community Development Department.

ATTESTATION: I hereby certify that I prepared or directed preparation of this application, and that to the best of my knowledge the information provided is complete, accurate, and a true representation of the proposal. I understand the City of Long Beach relies on the representations made herein in determining whether this application may be approved, and that false, inaccurate (including missing) information may result in severe consequences, including and not limited to the removal at my expense of any site improvement constructed under this application. I further attest that I have legal authority to submit this application, and I agree to comply with any and all conditions of approval related to this development proposal.

APPLICANT SIGNATURE Mark Whitman / Victoria Whitman

DATE 2/16/2023

OWNER SIGNATURE Mark Whitman / Victoria Whitman

DATE 2/16/2023

Office Use Only Received by [Signature]

Date 2/16/23

Amount of fee paid 1500

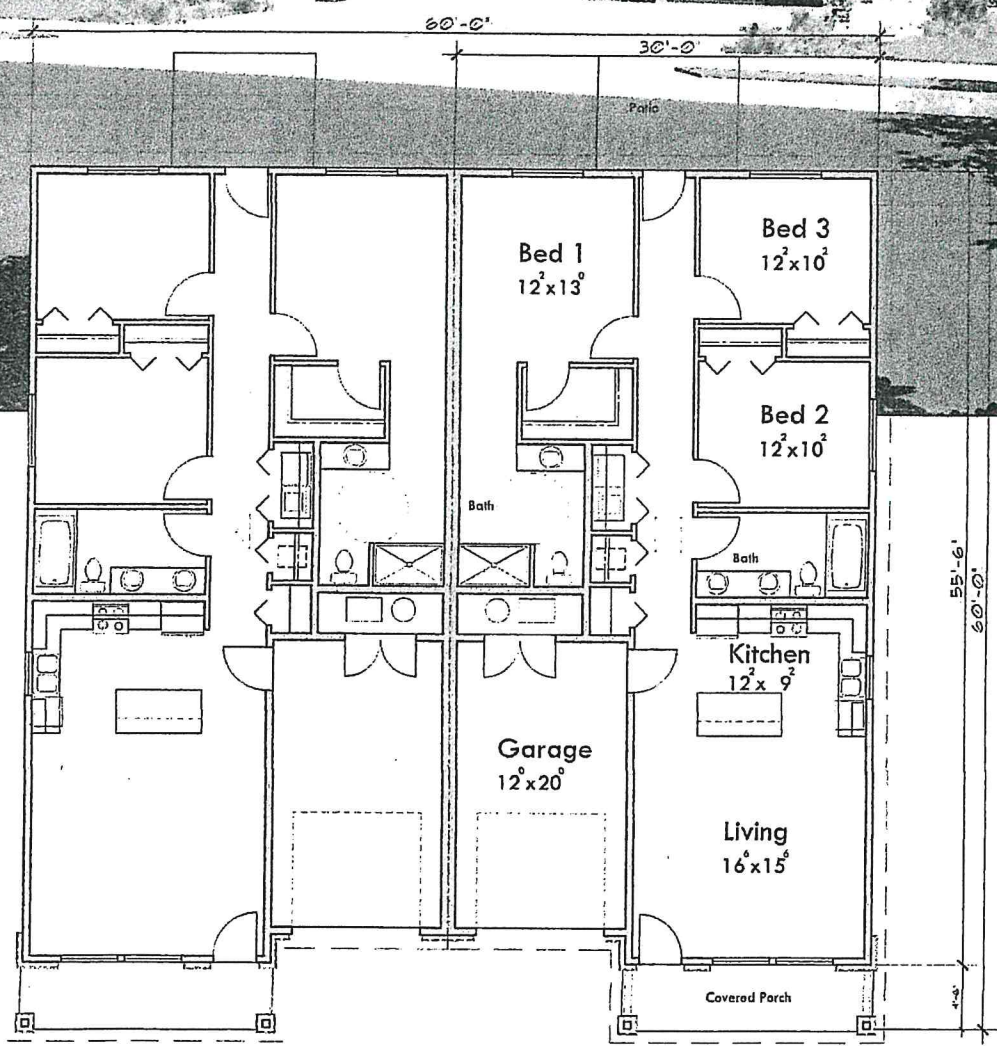
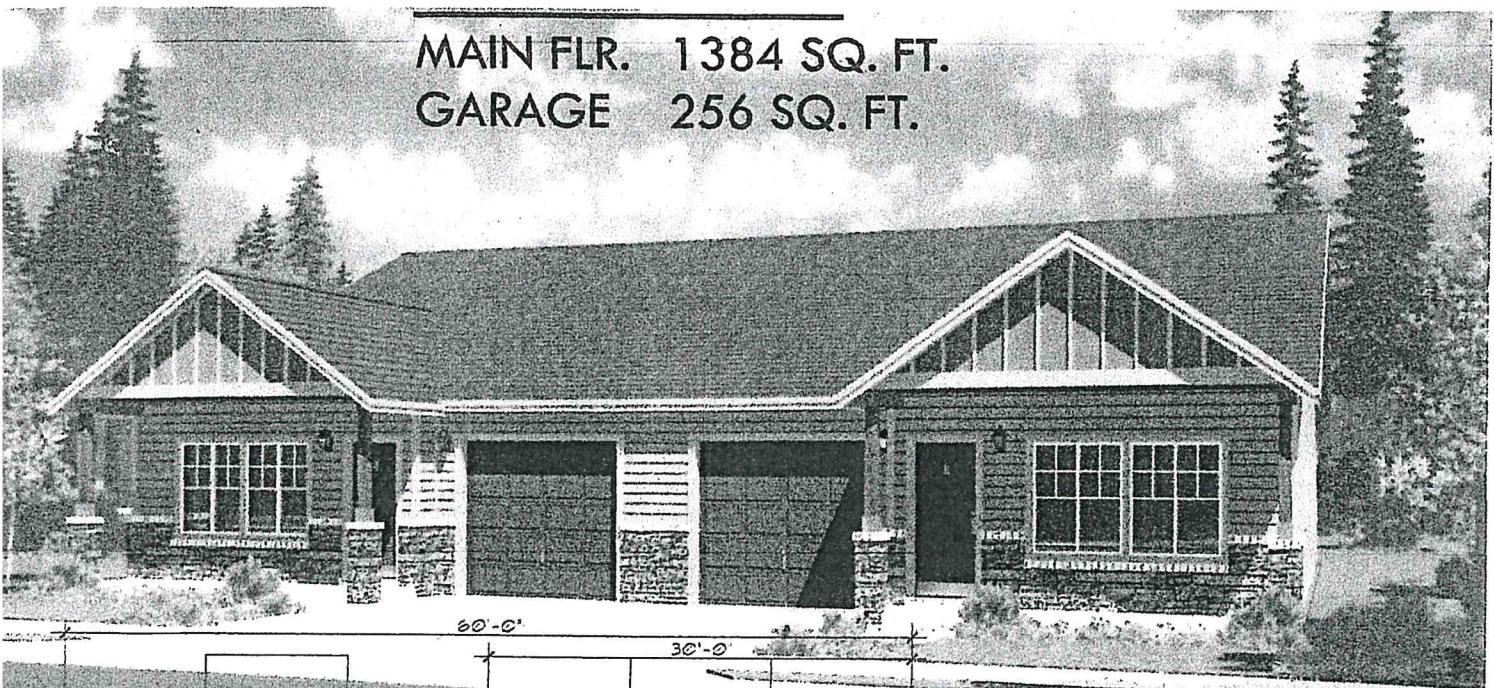
Project No. Annual Amendment 231







MAIN FLR. 1384 SQ. FT.  
GARAGE 256 SQ. FT.



R1 -  
Change to  
R2

MARK Whitman  
Vicki  
360-642-0805

www.houseplans.pro by Bruinier & associates, inc. building designers®  
1304 SW Bertha Blvd. Portland, Oregon 97219 (503-246-3022)

Example 2 units

D-688



TRACT 22  
CAPLE OLD MOOR

[illegible]

THE LINE BETWEEN FOUND MONUMENTS (1) AND (2) MARKS NORTH  $01^{\circ}54'51''$  WEST. THE DECORON VALUE PER THE PLAT OF GALLIES PASS.

0 INDICATES 5/8" X 30" REPAIR SET WITH YELLOW PLASTIC CAP  
PAIRED "H.B. & ASSOC. L.S. 26231".

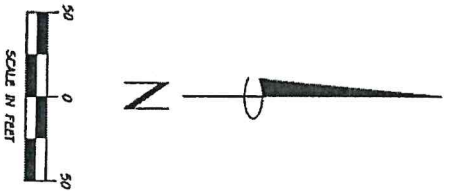
## 15 INDICATES SCORED VALUE FOR SHORT FLAT NO. 09-02.

1.	PLANT OR GULLIES PAINT VOL. C	OR PLANTS PAGE 35
2.	SPOKE PLAT NO. 99-02	BOOK 1 OR SPOKE PLATS PAGE 130
3.	SHOES AND ADDITION TO SEWAGE VOL. C-1	PAGE 58
4.	PLANT OR C&P CO. HOOK VOL. D-2	PAGE 116
5.	PLAT 30850801	LOT 1, GULLIES PAGE
6.	PLAT 30850801	LOT 2, GULLIES PAGE
7.	PLAT 30850801	LOT 3, GULLIES PAGE
8.	PLAT 30850801	LOT 4, GULLIES PAGE
9.	PLAT 30850801	LOT 5, GULLIES PAGE
10.	PLAT 30850801	LOT 6, GULLIES PAGE
11.	PLAT 30850801	LOT 7, GULLIES PAGE
12.	PLAT 30850801	LOT 8, GULLIES PAGE
13.	PLAT 30850801	LOT 9, GULLIES PAGE
14.	PLAT 30850801	LOT 10, GULLIES PAGE
15.	PLAT 30850801	LOT 11, GULLIES PAGE
16.	PLAT 30850801	LOT 12, GULLIES PAGE
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18.	PLAT 30850801	LOT 14, GULLIES PAGE
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20.	PLAT 30850801	LOT 16, GULLIES PAGE
21.	PLAT 30850801	LOT 17, GULLIES PAGE
22.	PLAT 30850801	LOT 18, GULLIES PAGE
23.	PLAT 30850801	LOT 19, GULLIES PAGE
24.	PLAT 30850801	LOT 20, GULLIES PAGE
25.	PLAT 30850801	LOT 21, GULLIES PAGE
26.	PLAT 30850801	LOT 22, GULLIES PAGE
27.	PLAT 30850801	LOT 23, GULLIES PAGE
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84.	PLAT 30850801	LOT 80, GULLIES PAGE
85.	PLAT 30850801	LOT 81, GULLIES PAGE
86.	PLAT 30850801	LOT 82, GULLIES PAGE
87.	PLAT 30850801	LOT 83, GULLIES PAGE
88.	PLAT	

### SURVEYOR'S CERTIFICATE

AT 2:29 P.M. IN BOOK 17 OF SHERIFF'S FILE PAGE 130  
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS  
OF THE SURETY RECORDING ACT AT THE REQUEST OF

County Auditor



**PHILGHAUPT & OLSON**  
 LOTS 1, 2 & 3, PLAT OF CILLES PARK  
 PARCELS 2 & 3, SHORT PLAT NO. 89-02

**INCORPORATED**  
Serving • Civil Engineering • Planning • Water Rights • Wetlands Consulting

<b>CLATSOP COUNTY</b>	<b>PACIFIC COUNTY</b>	<b>DELAWARE COUNTY</b>
4253A HWY 101 N ASTORIA OR 97108 (503) 325-1100	17196 N. PACIFIC AVE. LODGE POOL VA 99401 (509) 325-1100	160 LAMDA AVE MAYNARD DE 97116 (509) 325-1100

\*OLSON, CCF - 21  
LD40283-01-01.DWG

[illegible]

1. CONTRACT LINE ADJUSTMENTS NOT FINAL UNTIL PROPER DEEDS OF CONVEYANCE HAVE BEEN RECORDED WITH PLACER COUNTY AUDITORS OFFICE.

2. ALL WORK MEETS OR EXCEEDS THE STANDARDS CONTAINED IN PAC 332-130-090.

THE CITY OF LONG BEACH HAS RECEIVED AND HEREBY APPROVES THIS BOUNDARY LINE ADJUSTMENT

Kevin R. Barry  
PRODER

Robert A. Long  
ATTORNEY



## Ariel Smith

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**From:** bob orbit <boborbit1@gmail.com>  
**Sent:** Monday, June 5, 2023 1:00 PM  
**To:** Ariel Smith  
**Subject:** Call to Action letter for additional TP

[External Email]

June,5th.,2023

To: The Long Beach Mayor,City Council,Planning Commission(LBPC),and City Administrators.

This letter is in response to the LBPC April meeting Annual Update(AU) workshop and the May 31st. notice in the Chinook Observer concerning the Annual Update of the Long Beach Comprehensive Plan(LBCP)and city code.(450-23)

At the LBPC April meeting I suggested to the Commission that as part of their AU official recommendations this year that they should signal a call for action to the City Council for the City to better prepare for earthquake/tsunami events by having better facilities in the hills and access to the hills, Tsunami Preparations(TP). I suggested that they prepare a laundry list of what is needed to be done in short order for better TP. I handed them a proto concept list of things I felt should be added to the list(See attached).

The Commissioners were receptive and wished to learn more concerning these matters. So they invited Scott McDougal from PCEMA to speak to them at their May meeting. Scott attended by Zoom and gave a presentation. Now the Commission are seeking additional information to flesh out what is needed by the community for facilities/inventory/access and a continuing education program of community members about these geological events.

Additionally the City Administration has done some research on the steps needed to develop a helipad, install seismic and manual valves on the fresh water storage tanks,and cost/location of a building to store equipment/supplies needed for TP. This building would provide a warm dry place to house survivors post geo event,WHEN it happens.

The LBCP already has on page 22 an Environmental Protection section. Under Goal 3.24 is a list of strategies that outlines the need and steps to take for TP. If any amendments are needed to LBCP it would be words to the effect of:

Strategy 3.24A: Develop and execute a three year action plan in coordination with Pacific County and other municipalities to develop adequate facilities, inventory, and access routes to/at the Fresh Water Treatment Plant gathering point to care for the expected amount of survivors arriving post earthquake/tsunami events and other hazardous events.

Strategy 3.24B: With Pacific County and others coordinate to develop a Long Beach Peninsula wide action plan to provide for the safety, health, and welfare of people present post Geological Hazard Events.

Of course of these amendments are added the other Strategies listed would need renumbered.

In closing these matters are of grave importance. If we as a community are going to continue to have more residents and visitors each year it is the governmental bodies primal duty to protect the safety, health and welfare of those folks as best as we can for all anticipated events.

Sincerely,  
Mike O'Hara

TAB - C

## **LONG BEACH CITY COUNCIL MEETING**

**July 3, 2023**

### **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. Reddy, and C. Coleman in attendance. C. Murry and C. Phelps were absent.

### **PUBLIC COMMENT**

Martha Donaldson and Mark Perez both made a comment.

### **CONSENT AGENDA**

Minutes, June 20, 2023, Regular Meeting

Payment Approval List for Warrant Registers – 61602-61630 & 91136-91186 for \$375,688.92

**C. Reddy made the motion to approve the Consent Agenda. C. Svendsen seconded the motion; 3 Ayes; 2 Absent (C. Murry and C. Phelps), motion passed.**

### **BUSINESS**

#### **AB 23-32 – VAC 2023-01 - Northern Portion of 19<sup>th</sup> ST SE - PUBLIC HEARING**

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

David Glasson, City Administrator, and Ariel Smith, Community Development Director, presented the agenda bill. The City has been approached by the property owner abutting the 19<sup>th</sup> ST SE ROW, between Pacific Hwy S and Washington Ave S, to vacate the northern 10’.

Mayor Phillips closed the public hearing at 7:04 p.m.

**No motion. An ordinance will be presented at the next regularly scheduled meeting.**

#### **AB 23-33 – Resolution 2023-06 – Capital Facilities Plan – PUBLIC HEARING**

Mayor Phillips opened the public hearing at 7:05 p.m.

Brian Loos, Public Works Director, presented the agenda bill. City staff, along with the Mayor, have put together a 6-year plan outlining infrastructure needs. This plan covers the estimated potential cost, the year in which it should be replaced and the possible funding source. This plan serves as a guideline for upcoming projects.

There were no public comments.

Mayor Phillips closed the public hearing at 7:06 p.m.

**C. Reddy made the motion to approve resolution 2023-06, establishing a Capital Facilities Plan for the city. C. Svendsen seconded the motion; 3 Ayes; 2 Absent (C. Murry and C. Phelps), motion passed.**

**AB 23-34 – Gray and Osborne Contract for On-Call Engineering**

David Glasson, City Administrator, presented the agenda bill. The city put out an RFQ for on-call engineering service. Three firms submitted an SOQ and of those only one met all the requirements set forth in the RFQ. Gray and Osborne is the only firm that met all our requirements and engineering needs as a city.

**C. Svendsen made the motion to authorize the Mayor to enter into an agreement with Gray and Osborne for on-call engineering services. C. Coleman seconded the motion; 3 Ayes; 2 Absent (C. Murry and C. Phelps), motion passed.**

**DEPARTMENT HEAD ORAL REPORTS**

**CORRESPONDENCE AND WRITTEN REPORTS**

- Decision for SP 2023-02
- Transportation Benefit District Collections
- Lodging Tax Collections
- Sales Tax Collections
- Decision for CAO Variance 2023-01

**ADJOURNMENT**

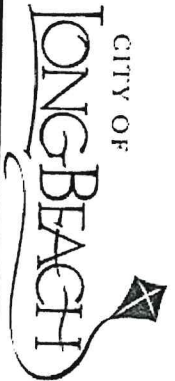
Mayor Phillips adjourned the meeting at 7:26 p.m.

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Mayor

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City Clerk



## Warrant Register

Check Periods: 2023 - July - First

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

Council Member	Council Member	Council Member	Clerk/Treasurer
61631	Beil, Helen S	7/5/2023	\$392.87
61632	Binion, Jacob M	7/5/2023	\$2,427.80
61633	Brown, Kaine E	7/5/2023	\$1,225.31
61634	Collins, Benjamin S	7/5/2023	\$1,203.66
61635	Cox, Mallory E	7/5/2023	\$880.31
61636	Cutting, Griffen G	7/5/2023	\$1,287.61
61637	Goulter, John R	7/5/2023	\$2,268.01
61638	Hill, Ian C	7/5/2023	\$1,952.32
61639	Huff, Timothy M	7/5/2023	\$2,167.52
61640	Kaino, Kris A	7/5/2023	\$1,010.92
61641	Kemmer, Larry L	7/5/2023	\$1,941.51
61642	McCord, Brendon M	7/5/2023	\$1,553.55
61643	Murry, Del R	7/5/2023	\$265.63
61644	Padgett, Timothy J	7/5/2023	\$2,300.88
61645	Phelps, Larry A	7/5/2023	\$265.63
61646	Quittner, Jonathan H	7/5/2023	\$265.63
61647	Reddy, Patrick E	7/5/2023	\$1,144.34
61648	Risher, Erik K	7/5/2023	\$257.53
61649	Story, Christopher J	7/5/2023	\$1,826.44
61650	Svendsen, Sue M	7/5/2023	\$4,794.03
61651	Wright, Flint R	7/5/2023	\$265.63
61652	AFLAC	7/5/2023	\$3,400.47
61653	Association of WA Cities	7/5/2023	\$378.35
61654	Awc - ST & Life	7/5/2023	\$35,248.46
61655	City of Long Beach - Fica	7/5/2023	\$859.52
61656	City of Long Beach - FWH	7/5/2023	\$18,287.12
61657	Council Gift Fund	7/5/2023	\$14,040.50
61658	Dept of Labor & Industries	7/5/2023	\$60.00
61659	Dept of Retirement Systems	7/5/2023	\$2,530.94
			\$17,970.29

Execution Time: 9 second(s)



61660	Dept of Retirement Systems Def Comp	7/5/2023	\$2,715.00
61661	Employment Security Dept	7/5/2023	\$526.24
61662	WEX Health, Inc.	7/5/2023	\$239.60
61663	Postmaster	6/30/2023	\$175.00
91187	Rip Tide Threads	7/3/2023	\$578.40
91188	True North Equipment	7/6/2023	\$525.35
91189	RestaurantSupply.com	7/6/2023	\$2,964.10
91190	Prestegard, Ray	7/7/2023	\$3,946.45
91191	Glasson, David	7/10/2023	\$250.00
91192	Tangly Cottage Garden	7/10/2023	\$615.12
91193	Boggs, Arlie H.	7/10/2023	\$839.33
91194	Garski, Christopher	7/10/2023	\$525.00
91195	Mooers, Spencer	7/10/2023	\$525.00
91196	Seeman, Wayne J.	7/10/2023	\$525.00
91197	Bartlett, Lisa	7/10/2023	\$252.00
91198	Edwards, Martin	7/10/2023	\$252.00
91199	Herman, Rachel	7/10/2023	\$252.00
91200	Walkowiak, Chris	7/10/2023	\$433.00
91201	Allied Body Works, Inc.	7/12/2023	\$19,127.67
91202	Systems Interface Inc.	7/13/2023	\$21,882.93
91203	Airgas USA LLC	7/14/2023	\$70.05
91204	Allen, Jordan	7/14/2023	\$121.25
91205	AlSCO-American Linen Div.	7/14/2023	\$400.20
91206	Astoria Janitor & Paper Supply	7/14/2023	\$4,433.45
91207	Beacon Athletics	7/14/2023	\$5,243.89
91208	BSK Associates	7/14/2023	\$971.00
91209	Cartomation, Inc	7/14/2023	\$500.00
91210	CenturyLink	7/14/2023	\$692.30
91211	Chinook Observer	7/14/2023	\$551.42
91212	Columbia Steel & Welding Supply	7/14/2023	\$11.29
91213	Department of Licensing - Firearms Section	7/14/2023	\$18.00
91214	Ditch Witch West	7/14/2023	\$356.19
91215	Englund Marine Supply	7/14/2023	\$744.56
91216	Evergreen Septic Inc	7/14/2023	\$1,250.00
91217	Ford Electric	7/14/2023	\$1,153.47
91218	Galls, LLC	7/14/2023	\$688.75
91219	Gray, Karen	7/14/2023	\$115.74
91220	H. D. FOWLER	7/14/2023	\$8,325.68
91221	Interstate Battery	7/14/2023	\$1,048.00
91222	K & L Supply, Inc.	7/14/2023	\$1,162.53
91223	Kubwater Resources, Inc	7/14/2023	\$2,807.63
91224	L.N. Curtis & Sons	7/14/2023	\$2,500.65
91225	Law, Lyman, Daniel, Kamerrer &	7/14/2023	\$79.50
91226	Bogdanovich, P.S.	7/14/2023	
91227	Long Beach Commercial Security	7/14/2023	\$214.00

Execution Time: 9 second(s)



91228 MAC TOOLS  
 91229 MossyTel  
 91230 Motorola Solutions Inc.  
 91231 Oman & Son Builders  
 91232 One Call Concepts, Inc.  
 91233 Pacific Golf & Turf  
 91234 Pacific Solid Waste Disposal  
 91235 PAPE MACHINERY  
 91236 Peninsula Sanitation  
 91237 ProForce Law Enforcement  
 91238 Public Safety Testing, Inc.  
 91239 Quadient Leasing USA, Inc.  
 91240 Quill Corporation  
 91241 SagaCity Custom Publishing  
 91242 Sid's Market  
 91243 Signs By Terri  
 91244 STAPLES BUSINESS CREDIT  
 91245 Turner, Joe P. C.  
 91246 Usa Blue Book  
 91247 Visa  
 91248 Vision Municipal Solutions  
 91249 Wahkiakum West Internet  
 91250 WEX Health, Inc.  
 91251 Whitney Equipment Co. Inc  
 91252 Wilcox & Flegel Oil Co.

7/14/2023	\$42.23
7/14/2023	\$303.30
7/14/2023	\$1,597.30
7/14/2023	\$8,582.29
7/14/2023	\$23.54
7/14/2023	\$17,006.57
7/14/2023	\$25.00
7/14/2023	\$1,201.10
7/14/2023	\$4,115.33
7/14/2023	\$1,542.26
7/14/2023	\$106.00
7/14/2023	\$844.89
7/14/2023	\$245.63
7/14/2023	\$7,612.00
7/14/2023	\$21.39
7/14/2023	\$377.23
7/14/2023	\$99.55
7/14/2023	\$655.50
7/14/2023	\$351.57
7/14/2023	\$4,229.58
7/14/2023	\$1,725.00
7/14/2023	\$595.00
7/14/2023	\$100.00
7/14/2023	\$3,238.17
7/14/2023	\$3,091.77

Total	Check
\$271,073.09	
Grand Total	\$271,073.09

TAB - D



**CITY COUNCIL  
AGENDA BILL  
AB 23-35**

**Meeting Date: July 17, 2023**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <b>Ordinance No. 1021 Case</b> <b>No VAC 2023-01 – Partial</b> <b>Vacation of 19<sup>th</sup> ST SE –</b>	<b>Originator:</b>	
	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	
	Water/Wastewater Supervisor	
	Other:	
<b>COST:</b> NA		

**SUMMARY STATEMENT:** During the Council, meeting on June 20<sup>th</sup> and again on July 3<sup>rd</sup>, staff presented the staff report reviewing the petitioners request to vacate the northern 10' of the 19<sup>th</sup> ST SE ROW. Mr. Hess owns the property directly to the north of the ROW. The proposed Ordinance vacates the 10' x 195' northern portion of 19<sup>th</sup> ST SE (less 250 square feet that would exclude the city's welcome sign) that abuts the Hess property. The Council can decide to charge up to 50% of market value. Cheri Diehl at Pacific Realty assessed this property at roughly \$25,806. Therefore, 50% would be \$12,903. Please see attached Ordinance and map.

**RECOMMENDED ACTION:** Approve/Deny Ordinance No. 1021 vacating the northern portion of 19<sup>th</sup> ST SE that abuts Mr. Hess' property, granting the property to Barry Hess for \$12,903.

## ORDINANCE No. 1021

### AN ORDINANCE OF THE CITY OF LONG BEACH, PACIFIC COUNTY, WASHINGTON, PROVIDING FOR THE VACATION OF A PORTION OF 19<sup>th</sup> STREET SOUTHEAST RIGHT-OF-WAY, AND REPEALING ANY ORDINANCES IN CONFLICT.

**WHEREAS**, RCW 35.79 allows for the vacation of city streets; and,

**WHEREAS**, the City of Long Beach has been requested to vacate a section of right-of-way; and,

**WHEREAS**, the City of Long Beach Unified Development Ordinance provides for a process by which owners of any real property abutting upon any street or alley may petition the City Council to make vacation of the right-of-way; and,

**WHEREAS**, the City Council adopts the following Findings of Fact:

1. **Petition.** The City Council finds the petition comprises the following:
  - 1.1 A letter from petitioner Hess received May 10, 2023.
  - 1.2 All other information contained in Case Files No. VAC 2023-01.
2. **Procedures.** The Council finds the following procedures were followed:
  - 2.1 On May 10, 2023 petition (Hess) was received by the City.
  - 2.2 City Council considered the vacation during a presentation by the City Administrator.
  - 2.2 Soon after receipt of petitions, the Community Development Director consulted with City Department heads, Public Utility District No. 2 of Pacific County, and CenturyTel regarding this ROW. There were no major conflicts reported.
  - 2.3 On June 5, 2023, the City Council approved Resolution 2023-04 setting the time and place for a public hearing on the matter.
  - 2.4 On or soon after June 6, 2023, the City posted notice of the hearing at the subject site, the Long Beach post office, the Long Beach police station, and Long Beach City Hall. The notice included a statement of the proposal and a description of the land proposed to be vacated. The notice also included instructions on how to submit comments on the proposal.
  - 2.5 On July 3, 2023, the Long Beach City Council opened and conducted a public hearing at or soon after 7 pm to take public comment on this matter. There were no comments made.
  - 2.6 This ordinance will be presented at the July 17, 2023, meeting.

3. **Proposal.** The City Council finds the following regarding the proposed project:
  - 3.1 The petitioners request and City staff recommend that Council vacate approximately 10' by 195 feet of the north side of the ROW of 19<sup>th</sup> Street SE (approximately 1,950 square feet), with transfer of title to the petitioners and all rights thereto. This will not include 250 square feet of which is dedicated to the city's welcome sign, leaving 1,700 square feet.
  - 3.2 The petitioners shall pay for all costs associated with this proposal, including, and not limited to noticing fees and appraisal costs.
  - 3.3 The petitioner shall pay the City a maximum of 50% of the appraised value of the subject property.
4. **Property characteristics.** The City Council finds the following regarding the subject property:
  - 4.1 Northern 10' feet of 19th Street Southeast from the southwestern property corner of parcel No. 73026076001 to the southeastern property corner of said parcel approximately 195 feet, less 250 square feet, encompassing an area of approximately 1,700 square feet in the C1 –Commercial zone. The subject property is located on Block 76, Lots 1, 2, 5 & 6 , Plat of Seaview 2nd Addition, of Long Beach, Pacific County, Washington.
  - 4.2 Characteristics of the property to which the vacated land would become part are as follows:
    - 4.2.1 One parcel that it 100' X 195'.
    - 4.2.2 The lot is currently undeveloped.
    - 4.2.4 The parcel is essentially flat.
    - 4.2.5 The parcel does not currently have utilities.
5. **Subject property land use and zoning.** The City Council finds the following regarding the land use and zoning of the property proposed for vacation:
  - 5.1 The subject property is located in the C1 –Commercial zone pursuant to the City's zoning regulations.
  - 5.2 The subject property is located the C—Commercial on the future land use map of the Long Beach Comprehensive Plan.
  - 5.3 The current land use of the subject property is vacant with the intent to construct an automotive part shop.

6. **Surrounding property land use and zoning.** The City Council finds the following regarding the land use and zoning of surrounding property:

AREA	LAND USE PLAN	ZONING	EXISTING CONDITIONS
NORTH	Commercial	C1	Vacant
SOUTH	Commercial	C1	Auto-Body Shop
EAST	Residential Two-Family	R2	Residential
WEST	Commercial	C1	Restaurant

7. **Services.** The City Council finds the following regarding services and utilities available to serve the proposed project:
- 7.1 Water is available from the City of Long Beach.
  - 7.2 Sewer is available from Seaview Sewer District
  - 7.3 Transportation: Existing from Pacific Hwy S
  - 7.4 Public Education is provided by the Ocean Beach School District.
  - 7.5 Electricity is available from Pacific County PUD No. 2.
  - 7.6 Solid Waste is available from Peninsula Sanitation and service is already provided.
  - 7.7 Police and Fire are provided by the City of Long Beach Police and City of Long Beach Fire Department.
  - 7.8 Medical and Emergency Facilities are provided by the City of Long Beach EMS, Medix Ambulance Service, and Ocean Beach Hospital District No. 3.
8. **City Staff and PUD Input.** The City Council finds the following regarding staff and PUD input:
- 8.1 There is a power pole in the ROW with services to the city's sign.
9. **City's Comprehensive Plan.** The City Council finds the proposed project complies with the City's Comprehensive Plan.
10. **City's Unified Development Regulations.** The City Council finds the proposal complies with the following relevant portions of the City's Unified Development regulations:
- 10.1 11-6C-1(A), (C): Petition by owner.
  - 10.2 11-6C-2: Setting date for hearing.



- 10.3 11-6C-3: Notice of hearing.
- 10.4 11-6C-4: Hearing; ordinance of vacation.
- 10.5 11-6C-6: Title to vacated street or alley.
- 10.6 11-6C-7: Zoning of vacated street or alley.

**WHEREAS**, the City Council has adopted Resolution 2023-04 setting the time and place for the public hearing to determine the vacation request; and,

**WHEREAS**, the City has provided the required notification and publication of the public hearing; and,

**WHEREAS**, the subject portion of 19<sup>th</sup> Street Southeast has been part of a dedicated City right-of-way for a period of twenty-five years or more; and,

**WHEREAS**, the abutting property owner will pay the City of Long Beach up to ½ the fair market value as provided for in RCW 35.79.030 and the City’s Unified Development Code at 11-6C-4(A): Payment of Fair Market Value;

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

**Section 1. Right-of-Way Vacated**

The following described right-of-way, northern 10’ feet of 19th Street Southeast from the southwestern property corner of parcel No. 73026076001 to the southeastern property corner of said parcel approximately 195 feet, less 250 square feet, encompassing an area of approximately 1,700 square feet in the C1 –Commercial zone. The subject property is located on Block 76, Lots 1, 2, 5 & 6 , Plat of Seaview 2nd Addition, of Long Beach, Pacific County, Washington is hereby vacated, and ownership shall be transferred to the abutting property owner, Barry Hess. The area to be vacated comprises approximately 1,700 square feet.

**Section 2. Severability Clause.**

If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or circumstances is not affected.

**Section 3. Repeal of conflicting ordinances**

All existing Ordinances are hereby repealed insofar as they may conflict with this ordinance.

**Section 4. Effective Date.**

This Ordinance shall be in full force and effect five days from and after its passage, approval, and publication in the manner required by law only when the following conditions have been met:

1. The petitioner shall pay for all costs associated with this partial right-of-way vacation.

2. The petitioner shall cause to have a market-value appraisal made of the subject property at petitioner's expense or agree to a recent valuation of the property via a real estate professional.
3. The petitioner shall pay the City of Long Beach up to 50% of the market value of the subject property.

Passed this 17<sup>th</sup> day of July 2023.

AYES

NAYS

ABSENT

ABSTENTIONS

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

ATTEST:

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

TAB - E



**CITY COUNCIL  
AGENDA BILL  
AB 23-36**

**Meeting Date: July 17, 2023**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <i>Interlocal agreement with Washington State Department of Enterprise Services</i>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Public Works Director	BL
<b>COST:</b> Varies by project		
	Other:	
<b>SUMMARY STATEMENT:</b> This agreement will allow the city to contract through the Department of Enterprise Services Energy Program to evaluate and contract for energy improvements.		
<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the interlocal agreement.		

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K8517
CITY OF LONG BEACH PO Box 310 Long Beach, WA 98631	Date:	July 11, 2023

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**CITY OF LONG BEACH**  
**AND**  
**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and City of Long Beach, a Washington State governmental agency ("Client Agency") and is dated and effective as of the date of the last signature.

**RECITALS**

- A. Enterprise Services, through its Energy Program ("Energy Program"), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

## A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2027**.

2. **STATEMENT OF WORK.**

A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:

- i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
- ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.

B. **CLIENT AGENCY.** Client Agency agrees to the following:

- i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
- ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
- iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
  - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
  - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
    - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.



- Professional services agreements have suffixes A through F, for example 2018-024 A.
  - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

### 3. COMPENSATION AND REQUIREMENTS.

- A. **COMPENSATION.** Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. **Project Management Services Scope of Work (Attachment A):** For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
  - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
  - iii. **Measurement & Verification Services ("M&V") Scope of Work (Attachment C):** If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. **FURTHER ASSURANCES.** Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
  - 2. ADA Requirements
  - 3. Buy America
  - 4. Davis-Bacon
  - 5. Prevailing Wage
  - 6. DBE Participation
  - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

**4. INVOICES AND BILLING.**

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the energy services company. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
- The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: [dglasson@longbeachwa.gov](mailto:dglasson@longbeachwa.gov)

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**  
Attn: Steve Butros  
Energy Project Manager  
Energy Program  
Washington Dept. of Enterprise Services  
PO Box 41476  
Olympia, WA 98504-1476  
Tel: (360) 742-2315  
Email: [steve.butros@des.wa.gov](mailto:steve.butros@des.wa.gov)

**Client Agency**  
Attn: David Glasson  
City Administrator  
City of Long Beach  
PO Box 310  
Long Beach, WA 98631  
Tel: (360) 642-4421  
Email: [dglasson@longbeachwa.gov](mailto:dglasson@longbeachwa.gov)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

**6. RECORDS.**

A. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.

B. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. 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 officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

C. **OWNERSHIP.** Records and other information, 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 party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.

D. **PUBLIC RECORDS.** This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA).

7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide



by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, 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 such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

**CITY OF LONG BEACH**

**STATE OF WASHINGTON**

**DEPARTMENT OF ENTERPRISE SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kirsten G. Wilson, PE

Title: \_\_\_\_\_

Title: Energy Program Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PROJECT MANAGEMENT SERVICES SCOPE OF WORK**  
Energy/Utility Conservation Projects  
Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.



**ATTACHMENT B**

**PROJECT MANAGEMENT FEE SCHEDULE**

2023-25 Interagency Reimbursement Costs  
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. .... 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

## **ATTACHMENT C**

### ***MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK***

#### **Energy/Utility Conservation Projects**

#### **Statewide Energy Performance Contracting Program**

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.

TAB — F



**CITY COUNCIL  
AGENDA BILL  
AB 23-37**

**Meeting Date: July 17, 2023**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <b>Resolution 2023-07</b> <b>Setting Mechanical and</b> <b>Demolition Permit Fees</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Public Works Director	
<b>COST:</b> Varies by project		
	Other:	

**SUMMARY STATEMENT:** The City has charged the minimum for mechanical, and demolition permits since the mid-2000's. Due to the complexity of the inspections it was recommended that the city implement a small increase on the permit fees.

**RECOMMENDED ACTION:** Authorize the Mayor to sign Resolution 2023-07 Setting Mechanical and Demolition Permit Fees.

**RESOLUTION NO. 2023-07**

**A RESOLUTION SETTING FEES FOR MECHANICAL AND DEMOLITION PERMITS**

**WHEREAS**, the City of Long Beach would like to begin to list such fees by resolution; and

**WHEREAS**, the City will continue to update the fees through resolution as needed;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, THAT THE FOLLOWING FEES BE SET:**

A. Mechanical permits shall be:

Residential Inspection	\$30
Commercial Inspection	\$100

B. Demolition permits for any structure within city limits shall be \$100.

**Passed** this 17<sup>th</sup> day of July, 2023

AYES

NAYS

ABSENT

ABSTAIN

\_\_\_\_\_  
Jerry Phillips, MAYOR

ATTEST:

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

TAB – G



# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

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

07-01-23

Page 1 of 4

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for June 2023

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

## Long Beach

338 Total Incidents  
Aid Call Assists: 3  
Alarms: 2  
Animal Complaints: 11  
Assaults: 7  
Assists: 39  
(Includes 12 PCSO, 0 WSP And 2 Other Agency Assists Outside City Boundaries)  
Burglaries: 2  
Disturbance: 23  
Drug Inv.: 5  
Fire Call Assists: 2  
Follow Up: 47  
Found/Lost Property: 10  
Harassment: 7  
Malicious Mischief: 1  
MIP – Alcohol: 0  
MIP – Tobacco: 1  
Missing Persons: 3  
Prowler: 0  
Runaway: 1  
Security Checks: 50  
Suspicious: 28  
Thefts: 10  
Traffic Accidents: 5  
Traffic Complaints: 18  
Traffic Tickets: 7  
Traffic Warnings: 24  
Trespass: 16  
Warrant Contacts: 1  
Welfare Checks: 15

## Ilwaco (Includes 12 Calls at Port)

154 Total Incidents  
Aid Call Assists: 1  
Alarms: 0  
Animal Complaints: 2  
Assaults: 6  
Assists: 19  
Burglaries: 1  
Disturbance: 13  
Drug Inv.: 1  
Fire Call Assists: 2  
Follow Up: 29  
Found/Lost Property: 3  
Harassment: 3  
Malicious Mischief: 0  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Persons: 0  
Prowler: 1  
Runaway: 0  
Security Checks: 21  
Suspicious: 13  
Thefts: 4  
Traffic Accidents: 0  
Traffic Complaints: 5  
Traffic Tickets: 0  
Traffic Warnings: 5  
Trespass: 12  
Warrant Contacts: 0  
Welfare Checks: 13

**Monthly Report Continued:**

**Page 2 of 4**

On the 4<sup>th</sup> Chris Story started with the department. Chris has about 6 years of experience and comes to us from the Ridgefield Police Department.

On June 5<sup>th</sup> I met with different representatives of schools in Pacific County to discuss some lessons they learned from the threats call last month. Sheriff Garcia facilitated this event. It was an informative meeting.

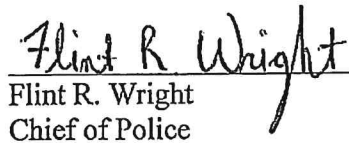
Also, on the 5<sup>th</sup> Officer Chris Story attended training. He attended training to be re-certified for the use of the BAC breath machine and for the administration of the standardized field sobriety tests for the investigation of DUI traffic stops.

Jordan Allen assisted with interviews for a new hire for our local CPS office on the 7<sup>th</sup>.

On June 20<sup>th</sup> the department received training in the operation and use of our new in-car cameras and our new body cameras.

On the 22<sup>nd</sup> the department had firearms range training. We qualified with our new Glock 9mm duty handguns and with our backup and off duty carry handguns.

Attached is an email sent to me from a grateful citizen for the assistance given to her and her family by Officer Jeff Cutting. Jeff went above and beyond to help this family and represented the department and city very well.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police

**Flint Wright**

---

**From:** Flint Wright  
**Sent:** Monday, June 12, 2023 8:45 AM  
**To:** Jeff Cutting  
**Subject:** FW: Thank you Long Beach Police Jeffery G Cutting

Officer Cutting,

I am so proud of you for doing this. You went above and beyond to help this family and your actions are a great reflection on this community, this city, and our department. It also tells me a lot about you as a person.

Great job!

Chief Flint Wright  
Long Beach Police Department

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**From:** Flint Wright  
**Sent:** Monday, June 12, 2023 8:38 AM  
**To:** Jeff Cutting <jcutting@longbeachwa.gov>  
**Subject:** RE: Thank you Long Beach Police Jeffery G Cutting

Junyu,

Thank you so much for taking the time to send this email. I will make sure that Officer Cutting gets it. The City of Long Beach is blessed to have an officer like Jeff, and I am glad that he was able to help you. Have a great day.

Chief Flint Wright  
Long Beach Police Department

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**From:** Jeff Cutting <jcutting@longbeachwa.gov>  
**Sent:** Saturday, June 10, 2023 3:46 PM  
**To:** Flint Wright <fwright@longbeachwa.gov>  
**Subject:** Fwd: Thank you Long Beach Police Jeffery G Cutting

Get [Outlook for iOS](#)

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**From:** Junyu Li <lijunyuisiris@gmail.com>  
**Sent:** Saturday, June 10, 2023 3:41:03 PM  
**To:** fwright@longbeach.wa.gov <fwright@longbeach.wa.gov>; Jeff Cutting <jcutting@longbeachwa.gov>  
**Subject:** Thank you Long Beach Police Jeffery G Cutting

[External Email]  
Dear Long Beach department,

Thank you Jeffery G Cutting for helping me to found my phone, ID card, car key and other personal belongings! My family really appreciate his help!

I am Junyu Johnson who from Portland OR and travel at Long Beach with my family. My mom dropped two white plastics bags and my son's sand bucket near the long beach and walked to use the restroom. When she found out the bags be taken by the garbage truck she reached out to me and we were so stressed that we might not able to finish the trip because the important things were lost. We were walking around the city hall to ask for help but it was closed.

When we didn't know what to do feel hopeless Police officer Jeffery drove by and asked us if we need help. I explained that I lost my important belongs. He tried the best to helped us out in really quickly time manner. He also jumped to the dumpster twice to pick up the things that were lost. He really put people's needs first and serve people in his whole heart!

I feel really lucky that Jeffery was there to helped us and I really appreciate Long Beach police department to have such nice and caring police officer! As you might noticed that English is not my first language and I can't use the words to describe how much I appreciate your help!

Jeffery G Cutting is the role molding who I want my child (children) to be. His attitude to have the best performance as a police officer also encouraged me to do my best at my job as a Head Start and Early Head Start center director at Oregon City!

Thank you again and best wishes for police officer Jeffery and Long Beach Police Department!

Yours sincerely,  
Junyu Johnson and my family



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 1, 2023

Jerry Phillips  
City of Long Beach  
PO Box 310  
Long Beach, WA 98631

Dear Jerry:

Congratulations! Governor Inslee recently signed the 2023-25 State Capital Budget, which includes an appropriation of \$340,000 for the Wastewater Treatment System Upgrades (Long Beach) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$329,800.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of May 16, 2023.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Mara Isaacson, at (360) 742-7665 or [mara.isaacson@commerce.wa.gov](mailto:mara.isaacson@commerce.wa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Hanson".

Tony Hanson, Deputy Assistant Director  
Local Government Division