1. CALL TO ORDER
   a. Flag Salute
   b. Roll Call
2. APPROVAL OF AGENDA
3. CONSENT AGENDA
   The CONSENT AGENDA consists of routine items that normally do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.
   a. Approval of council meeting minutes of 5/20/19..................................................1-4
   b. Approval of claims warrants Nos. 38339-38358 and EFTs in the amount of $70,351.19
      ........................................................................................................................5-10
   c. Amplified Music Permit – Machine Shop (addition of 1 June show).........................11
   d. Confirmation of the Mayor’s appointment of R. James Enslow as Cemetery Board
      Chairman
4. RECOGNITION/APPRECIATION
5. COMMISSION AND BOARD REPORTS/PRESENTATIONS
   b. Homeless Coalition – Faith Wilder
6. CITIZEN COMMENTS *
7. MAYOR’S REPORT
8. UNFINISHED BUSINESS
   a. Presentation on proposed short term rental code amendments – Brigid Reynolds
   b. Report on Infrastructure workshop
9. NEW BUSINESS
   a. Approval of Interlocal Agreement with Island County Planning and Building....12-15
10. COUNCIL REPORTS
11. DISCUSSION ITEMS
12. ADJOURNMENT

*Citizen Comments: We welcome comments on subjects of concern or interest that are not on the agenda. Please state your name and address so this can be recorded, and limit your comments to 5 minutes. Questions will be answered immediately if the answer is brief, and the information is available. Otherwise, answers will be provided as soon as possible. Thank you for participating! If reasonable accommodation of a disability is needed please contact Debbie Mahler at (360) 221-4246 at least 48 hours prior to this meeting.

Statement regarding Potential Conflicts of Interest -
Officials, employees, consultants, volunteers and vendors are obliged to withdraw from any involvement in a matter where there is a conflict or perceived conflict, even if they feel certain they can act impartially. If a conflict or potential conflict exists, the affected party shall declare so at the first public meeting when the matter is being considered. And shall withdraw from the meeting or future meetings for the duration of the discussion of the issue.

Langley is a Civility First City
Council Meeting Minutes
May 20, 2019

Mayor Callison called the meeting to order at 5:30 PM. Present were Council Members Peter Morton, Ursula Shoudy, Dominique Emerson, Bruce Allen and Christy Korrow. Also present were Acting Police Chief Don Lauer, Community Planning Director Brigid Reynolds, Public Works Director Stan Berryman, and Finance Director/Clerk Debbie Mahler. The Mayor led the flag salute.

MOTION: To approve the agenda as amended. Add update report from Langley Arts Commission, add ghost shrimping letter. Motion - Allen, 2nd - Emerson. Motion carried.

MOTION: To approve the consent agenda. Motion – Morton, 2nd - Shoudy. Motion carried with all in favor.

CONSENT AGENDA
Approval of Claim warrants Nos. 38303-38338 and EFT’s in the amount of $66,448.11
Approval of payroll warrants Nos. 382512-382554 and direct deposit run (4-16-19) in the amount of $46,335.38 and Nos. 38256-38262 and direct deposit run (4-30-19) in the amount of $84,108.52

RECOGNITION/APPRECIATION

Mayor Callison presented a “Mayor’s Award of Excellence” and city pin to Fred Lundahl for his service to the City. Peter Morton did a Power Point Presentation on Fred Lundahl’s contributions to youth in aviation on South Whidbey. Fred is an ambassador for Langley and Whidbey Island. He works with Main Street, the Orca Network and many, many other community events and projects.

COMMISSION AND BOARD REPORTS/PRESENTATIONS

Todd Morrow, Island Transit – Todd is the Executive Director of Island Transit. He explained a little about Island Transit’s mission and operations. They provide bus service, paratransit, van pools, etc. Route 57 connects Langley with Clinton, Bayview, and Freeland and has 51,609 users per year. New route 60 will increase trips into Langley and to the ferry. They serve 59,000 per year on the paratransit system. 70% of revenue comes from sales tax, service is dependent on the economy. Island Transit is in a good place financially. Todd is a lawyer by background but has been in the transit business for 19 years. The transit is implementing service onto the Naval air station in Oak Harbor and expanding Saturday service. They are also doing a long range planning project, including riders and community input. Todd answered questions from the council and audience.

Langley Arts Commission – Maryanne Mansfield a member of the Arts Commission and coordinator of the committee to explore a creative arts district. Presently there is one creative district in the state: Edmonds. The Arts Commission would like Langley to become a Creative Arts district. A geographically defined area, hope to include school district property, WICA, fairgrounds and downtown Langley. The State would give a $5,000 grant and would need a match from donations, etc. they would like to do new lighting up around the community center, WICA and fairgrounds area. The Chamber Board just wrote a letter in support of the Arts District. There would be no cost to the City of creating the district. They are asking for the City’s support to get district certification, WICA would administer the program. The certification from the State is for five years and based on performance can be renewed.
MOTION: To support the effort to obtain creative district certification and to direct staff to prepare a Resolution designating WICA to administer the program. Motion – Morton, 2nd – Allen. Motion carried unanimously.

CITIZEN COMMENTS

There were no comments at this time.

UNFINISHED BUSINESS

Infrastructure plan update – The Infrastructure committee held a focus group meeting last week. They received verbal and emailed feedback. On May 28th there will be a public meeting held at the Langley United Methodist Church Fellowship hall. The project identifies the most critical areas of the city where infrastructure needs updating or expanding. The project includes water, sewer, storm water, street and sidewalk projects. They are combined into one large project to save costs and disruption. This is proposed to be funded by a voted ballot bond issue and paid by property taxes. Island County Commissioner Helen Price Johnson is in support of the $3,000,000 grant we have asked Island County for to supplement this project. Total cost of the project is estimated to be approximately $7,000,000.

Summary of proposed code amendments for short term rentals - Brigid Reynolds explained the vision and objectives used by the PAB to guide their review and recommendation to the Council on short term rentals. She went into detail on the proposed regulations that will come to Council in Ordinance form in the near future. They are proposing a limited number of whole house rentals. June 5th the PAB will hold a public hearing on the issue. PAB is still refining some of the elements based on the many public comments they have received. Discussion ensued for quite sometime on the proposed regulations. April Sanders, a property manager on south Whidbey who specializes in vacation rentals, stated that not offering whole home vacation rentals discriminates against families; families with children want a home to stay in where they can cook, clean clothing, etc. and not have to take small children to restaurants for every meal, etc. Families like to rent places where they can BBQ and let children play.

MOTION: To authorize the Mayor to contract with Host Compliance for short term rental compliance services. Motion - Emerson, 2nd - Morton. Motion was approved without opposition.

Procurement of Engineering Services – Stan Berryman detailed in a memo to Mayor and Council, the process used to procure engineering services for 2019. The City followed the steps outlined in law for advertising and procuring engineering services. PACE Engineers were once again selected as the City’s engineer for 2019. Because the new contract was a continuation of previous services, it was not brought to Council for authorization before execution. The City now realizes that the Council should have approved the contract before it was executed. Mayor Callison asked the Council for their approval.
MOTION: To authorize the Mayor to execute a contract for engineering services for the City in 2019 with PACE Engineering. Motion - Morton, 2nd - Allen. Motion passed with all in favor.

STAFF REPORTS

Community Planning – Brigid Reynolds reported that short term rentals, wayfinding signage, and building services have kept her office busy. We have been contracting for building department services and the company we are using, doesn’t have time for us anymore and we are looking at contracting with Island County for building department services. Working on our web based permitting software.

Public Works – Stan Berryman reported that the speed limit on Fairgrounds Road was changed to 15 mph. The new Water Comp plan is almost complete. Brookhaven is replacing all service water lines. The Third Street Waterline project is going out for bid. Paving projects that county is doing for us have not been approved yet.

Police – Acting Chief Lauer reported that he is working with FirstNet to give priority service to first responders. They will have the same devices, but also an additional a new cell phone and save $30 a month on the cell phone bills.

Finance – Debbie Mahler reported that her office has been very busy with annual reports to the State, JLARC, and DOT. They are also just finishing up the work on the Records grant we received from the State Archives and inputting all the records information into the new database. The older archived records have been shredded and a list of archived records presented to the State Archives for appraisal. Some reorganization of personnel places took place in the last couple weeks. Rose, Assistant Treasurer moved one door down into the planning assistant’s former office, who moved across the hall next to Brigid and Darlene, Deputy Clerk moved into the office next to Debbie, Roberta the records clerk moved into the small office next to Stan and often staffs the front desk.

MAYOR’S REPORT

Mayor Callison reported that he attended the Langley Chamber monthly members meeting on the 8th of May, and the Economic Development Council annual meeting on the 14th where Attorney General Bob Ferguson was the keynote speaker and also that day, the Infrastructure focus group meeting. On the 16th he attended the League of Women voters Mayors’ dinner. Mayor Callison also attended the Whidbey Island Preparedness meeting on the 17th with the Red Cross, NET and Radio Club and talked about communications issues and other things.

NEW BUSINESS
The Orca Network has written a letter to the Commissioner of Public Lands and the State Department of Natural Resources asking for a renewed moratorium on ghost shrimping here. They would like the City to endorse the letter. Fred Lundahl of the Orca Network explained that whales are dying of malnutrition and many whales come into Langley because of the availability of ghost shrimp which they eat. Commercial harvesting of ghost shrimp was stopped in Puget Sound to research how it would affect the whale population. The moratorium lasted for two years and then was reopened. They left a ban in place for shrimping during the traditional whale feeding times of February to May. We have fewer whales now, but many whales who have come into the sound and stay year around now. We are having a mass die off of whales lately. The whales are malnourished, food sources are disappearing. We would like a year-round moratorium on shrimping again to protect this valuable grey whale food source.

MOTION: To authorize Mayor Callison to sign the letter. Motion – Korrow, 2nd – Emerson. Motion passed unanimously.

COUNCIL REPORTS

Councilmember Morton reported that he attended Parks & Open Space committee meeting and they discussed the Highlands Park designation. Stan will take the issue to the City Attorney and then council. He also attended the Citizen’s Climate lobby meeting on the 11th. There is a bill before Congress on energy and carbon, the Noah’s ark model. He also attended a region 7 ALERT kick off meeting. Peter has completed training and volunteered to become a ham radio operator for district 7. Bruce Allen is selling the annual garden cart raffle tickets for the HUB in the next two weeks. Dominique will attend the Fairgrounds meeting next week. She stated that she would like Chamber to make a report to Council every other month.

Ben Courteau and CJ, the market manager of Langley public market stated that this year’s market is scheduled to be on Thursdays in Frick Alley from 2 to 6 PM.

MOTION: To approve the permit for the farmer’s market this year. Motion – Morton, 2nd – Allen. Motion was approved.

The meeting was adjourned at 8:15 PM.

Respectfully submitted,

Debbie L. Mahler, Finance Director/Clerk
$966.42

Dep Lage Landen Financial Services

$2,800.00

Total Christopher Ballan Design

$2,500.00

Total 38341

$14.6.74

Military Engagement - Layor-Armin

$14.6.74

2.53 miles May 14-28

$1,710.00

5/28/19 travel Remnd.

$1,310.00

2019 - June - 1st Meeting

$1,000.00

May 2017 Public Restrooms

$1,000.00

Contract Dated: 2019 - June - 1st Meeting

Fiscal: 2019 - June

Voucher Directory

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<td>Northwest Playfield Equipment</td>
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Annual Amplified Music Permit Application ($55)

Name of Applicant/Organization: The Machine Shop
Contact Person: Tim Leonard
Email address: heavyMetal@time.com
Business Phone: 425-367-3309
Mailing address: 3505 Stratford Rd
City: Lansley
State: WA
Zip: 98260

On Site Person in Charge Contact: Jeff Whitiker/Tim Leonard
Other Authorized Individuals:

Summary of proposed event:

a) Type of activity planned (describe event/s):
   Amplified Music Event

b) Date of event/s: June 15th

c) Hours of operation: 7:00-10 pm

d) Set up Date/time: Same day

e) Dismantling date/time: Same day

f) Number of Staff/Volunteers on behalf of applicant: 2

g) Estimated number of participants: 25

h) Number of vehicles or other special equipment: 10-15

i) Parking on site/off site available for guest/staff: YES

j) Traffic or crowd control requirements: none

k) Street closures required: YES

l) Will participants pay a fee or make donations: YES

m) Alcoholic Beverages being served: YES

n) Amplified music: YES

o) Safety and security measured required: N/A

p) Safety and security provided by applicant: N/A

q) Special effects (e.g. explosives, pyrotechnics, aircraft, etc.): 

r) Animals being used: 

s) Other features or structure required: 

t) Electric power, water, garbage and sewer requirements: 

u) Portable restrooms provided by applicant: YES

If yes, where will they be placed and is there written permission from property owner: 

...
INTERLOCAL AGREEMENT

An Agreement for Island County Planning and Building Department to Perform Building Permit Plan Review and Inspection Services for the City of Langley

THIS AGREEMENT is made and entered into by and between Island County, a political subdivision of the State of Washington, hereinafter referred to as "the County," and the City of Langley, a municipal corporation of the State of Washington, hereinafter referred to as "the City."

For and in consideration of the services to be rendered and the payments to be made, the parties hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to allow the County to provide building permit plan review and building inspection services to the City as an independent contractor.

2. SERVICES. Subject to the terms and conditions set forth below, the County hereby agrees to provide building inspection services for the City as an independent contractor. For purposes of this Agreement, "building permit plan review and building inspection services" shall mean providing all services, supplies, labor, material and supervision necessary to review plans and building permit applications for compliance with building and safety codes; and, performing building inspections within the corporate limits of the City of Langley, Washington.


The City will provide, administer, and enforce its own zoning codes, local development standards, state and federal environmental regulations, including but not limited to the State Environmental Policy Act and nuisance ordinances. The City will ensure that permit applications are complete prior to submittal to the County, and will be responsible for the final approval or denial of all permits, as
well as the actual issuance and certification of all permits and any services
necessarily related to the final act of approving and issuing, or denying all
permits. The City will retain the authority of "Building Official" and will be
responsible for any and all appeals of permit approvals, issuances, or denials.

The City will provide complete applications to the County within a
reasonable time after receipt thereof in order to provide the County a reasonable
amount of time for it to complete its review and recommendation for approval or
denial of permits. Thereafter, the County will complete its review in a reasonable
time in order to provide the City a reasonable amount of time to make its final
determination on an application.

The City will collect all fees due and collectible under the building codes
and will act as the point of contact and liaison between the County and the
individual or entity seeking building permits except that direct communication by
an applicant and/or contractor with the County Building Official regarding
technical code questions and requests for inspections is allowed and
encouraged. The County will perform all services customarily associated with
building inspection and building code enforcement during the plan review and
through the completion of the construction phase of an individual project. The
County will endeavor to provide "next day" inspection service when possible.

The City will be the custodian of all building permit files and records and
the final repository of all building permit files and records. As the records
custodian, the City will be responsible for any and all public records requests for
records relating to the services provided under this Agreement.

3. **TERM.** The County shall begin providing building inspection
services pursuant to this Agreement on the date of full execution of this
Agreement by the County and City. This Agreement shall continue in force and
effect for one year from the date signed. Continuation and extension of the term
of this Agreement may be effected by each party adopting a resolution to
continue this Agreement for an additional one-year term. Such resolution, to be
effective, shall be adopted during the last two calendar months of the then
current term of this Agreement. This Agreement may be continued until
terminated by either party subject to Section 5, or by mutual agreement of the
parties.

4. **FEES AND CHARGES.** For the services to be performed the City
shall collect all plan review and building inspection (permit) fees and other fees
paid due and collectible pursuant to the State Building Codes. The fees to be
collected shall be those as most recently adopted by the City Council. The City
shall retain thirty percent (30%) of all fees and charges collected for plan review
and inspection, with the balance of seventy percent (70%) being remitted to the
County, which shall be the total compensation and consideration due to the
County for all services rendered by the County pursuant to this Agreement.
However, for applications which were made and pending prior to the effective date of this Agreement, the County will charge at its hourly rate of sixty dollars ($60.00) per hour for all plan review and inspection services.

In order to accurately track and comply with this Section of the agreement, a monthly summary of fees collected for plans/permits for which the County performs work shall be created by the City and transmitted to the County on an on-going basis; the fees-collected summary is due within 30 days of the end of each subject month.

5. **TERMINATION.**

   A. **Termination without Cause.** Either party may terminate this Agreement at any time without cause by providing at least sixty (60) days advance notice of termination in writing to the other party. Any termination by the County without cause shall not be effective until a date at least sixty (60) days after the written notice of termination is delivered to the City.

   B. **Termination for Cause.** In the event either party fails to adequately and satisfactorily comply with all material terms and requirements of this Agreement, the other party, at its option, may immediately terminate this Agreement. It is recognized that building inspection services have a direct and immediate relation to public health, safety and welfare, and any failure to perform in accordance with this Agreement may potentially result in injury to persons or property. Any such failure is a substantial, material breach of this Agreement. Therefore, the right to terminate for cause and without advance notice is an important provision of this Agreement, related to public health, safety and welfare.

   The decision of a party not to terminate this Agreement in the event of one or more material breaches or defaults shall not constitute a waiver of the right to terminate this Agreement in the event of future or additional breach or default.

   If plans and/or permits remain in review or inspections remain to be conducted after termination of this agreement, the County shall complete such work for projects where the fee has already paid by the applicant.

6. **INDEPENDENT CONTRACTOR.** The parties specifically agree that the County is an independent contractor and not an employee of the Town. The County shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing performance under this Agreement, the County shall not be under the supervision or control of the City. The County shall provide supervision for building inspection services. The County shall pay compensation, employee benefits, taxes, industrial insurance, social security, and unemployment insurance for its employees.
7. **INDEMNIFICATION.** Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions in the performance of this Agreement or those of their officials, officers, agents or employees to the fullest extent required by law, and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. No joint venture or partnership is formed as a result of this Agreement.

8. **ASSIGNMENT.** The County shall not assign or sub-contract this Agreement or any portion of this Agreement without the prior written consent of the Town.

9. **ENTIRE AGREEMENT.** This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect, except in writing signed by both parties.

10. **RECORDING.** The County will record this Agreement with the Auditor of Island County as required by statute or, alternatively, the Agreement will be listed by subject on each agency's website as required by RCW 39.34.040.

11. **SEVERABILITY.** Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

    IN WITNESS WHEREOF, this Interlocal Agreement is adopted this _____ day of ________________________, 2019.

**ISLAND COUNTY**

Jill Johnson, Chair
Board of County Commissioners

**CITY OF LANGLEY**

Tim Callison, Mayor
City of Langley

**ATTEST:**

Debbie Thompson, Clerk of the Board

Langley City Clerk