



AGENDA – Monday, April 15, 2019

6:30 p.m. Workshop

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

6:30 WORKSHOP

WS 19-10	Long Beach Charging Station – TAB A
WS 19-11	Update on Transportation Benefit District – TAB B

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

Call to order	Mayor Phillips, Council Member Linhart, Council Member McGuire,
And roll call	Council Member Murry, Council Member Cline & Council Member Kemmer.

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to three minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

CONSENT AGENDA – TAB 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, April 1, 2019 City Council Meeting
- Payment Approval List for Warrant Resisters 58530-58567 & 84987-85071 for \$248,631.63

BUSINESS

- **AB 19-20 – Certify Match for RCO Project at Culbertson Park - TAB D**
- **AB 19-21 – Resolution 2019-02 Setting a Public Hearing Date for VAC 2019-01 – TAB E**
- **AB 19-22 – Construction Bid Award for the Regional Biosolids Treatment Facility – TAB F**
- **AB 19-23 – Fireworks Contract – TAB G**

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- **Long Beach Police Chief Monthly Report for March 2019**
- **Wastewater Department Report for March 2019**
- **Water Department Report for March 2019**
- **Parks, Streets and Stormwater Report for March 2019**
- **Treasurer’s Report for February 2019**
- **Treasurer’s Report for March 2019**
- **AWC Annual Conference**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
May 6, 2019, May 20, 2019 & June 3, 2019

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 19-10

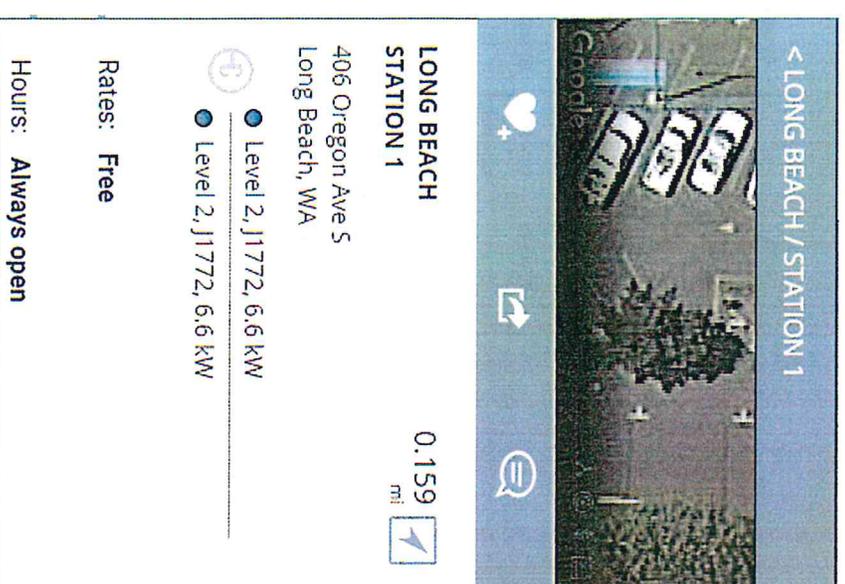
Meeting Date: April 15, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Long Beach Charging Station	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: approximately \$1,200 per year.	Water/Wastewater Supervisor	
SUMMARY STATEMENT: The first 3 years of this contract were paid for by the Port of Peninsula. Since that contract has lapsed it is up to the City to decide whether or not to continue this service. The annual cost is roughly \$1,200 per year or the city could decide to pass that cost onto the users.		

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Long Beach Charging Station

- Initial contract paid by Port of Peninsula
- Since installation has been free to use
- Most cost effective solution is to resign contract for 3 years.
- Cost for contract is roughly \$100 per month.



Options to renew:

ChargePoint Org ID: MA003804

Long Beach
3311 275th,
Ocean Park, Washington 98840

David Glasson
360 642 4422
dglasson@longbeachwa.gov

254 E. Hacienda Avenue
Campbell, CA 95008

Today's Date: 3/25/2020
Quote Expires: 5/1/2019
Quote: 2019-33804

Scott Kelly
669-271-4093
scott.kelly@chargepoint.com

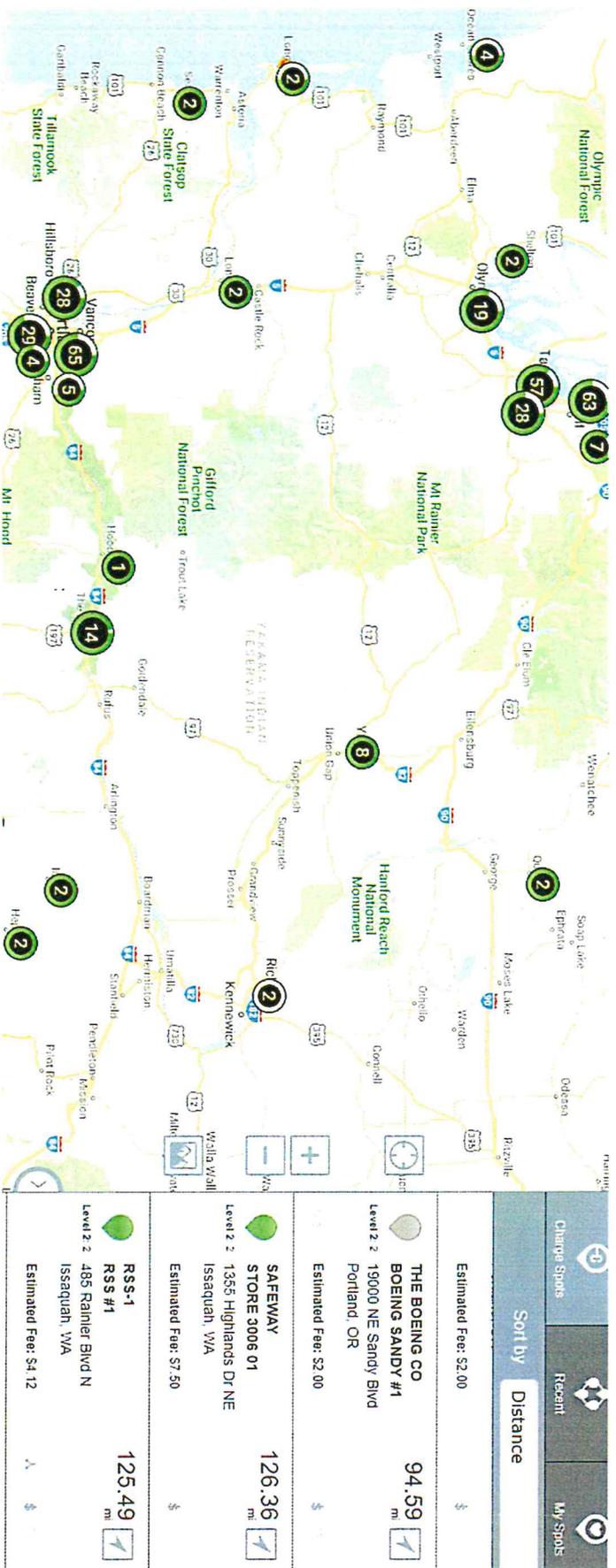


ChargePoint Network Software Services	Option 1	Option 2	Option 3
<ul style="list-style-type: none"> Secure Network Connection 24/7/365 Driver support Station Owner Support 5am - 6pm, Mon - Fri Over Network Automatic Software Updates Detailed Status Dashboard / Station Inventory Charging Data & Reporting Power Management / Scheduled Charging Station configuration & Driver Access Control Fleet Vehicle Access Controls Charge for Charging Pricing Policies & Payment Processing 	<input type="checkbox"/> Select one Option: Extend Exp: 3/31/2020 Date to: Total Ports: 2 Total Price: \$501,37	<input type="checkbox"/> Extend Exp: 3/31/2021 Date to: Total Ports: 2 Total Price: \$1,000,00	<input type="checkbox"/> Extend Exp: 3/31/2022 Date to: Total Ports: 2 Total Price: \$1,410,00

ChargePoint Assure - Maintenance & Management Program	Option 1	Option 2	Option 3
<ul style="list-style-type: none"> 100% of all labor including vandalism & accident 100% parts for manufacturer defects 98% guaranteed uptime 1 business day repair dispatch Proactive station monitoring 	<input type="checkbox"/> Select one Option: One Year Assure: \$740,00 1 Stations 1 Site Validations*	<input type="checkbox"/> Two Year Assure: \$1,410,00 \$599,00	<input type="checkbox"/> Three Year Assure: \$2,084,00 \$0,00

* Initial Site Validation fees waived if 3 years Network Subscription & 3 years Assure are purchased together - Re-validation fees still apply.

Chargepoint locations and sample prices:



How far can an electric car drive per kilowatt?

1 Kilowatt = about 3-6 miles

Most electric vehicles cover between 80 and 100 **kilometres** with 10 kWh. Their low energy loss makes means that they are not very energy intensive. While petrol or diesel engines convert a maximum of 35 % of this energy into driving force, an electric car reaches 90 % and more.



How much power does an electric car use? – Energuide

<https://www.energuide.be/en/questions-answers/how-much...does-an-electric-car.../212/>

Just as with gasoline cars, some electric vehicles are more efficient than others, and the average EV needs about 30 kWh of electricity to power the vehicle for 100 miles. For example, the EPA rating for the Nissan LEAF is exactly 30 kWh per 100 miles. A Tesla Model S 60D is rated at a combined 32 kWh per 100 miles and uses a little more energy since it's heavier and more powerful than a LEAF. The Chevrolet Bolt is currently the most efficient electric car and has a combined consumption rating of 28 kWh per 100 miles. The consumption for all electric vehicles can be viewed at the US Department of Energy's website: www.fueleconomy.gov

Long Beach Electric Vehicle Charging Station

- Last 365 Day Stats:

Total Connections	449
Total Kilowatts	5396.291
Contract Price for 1 Year	\$ 1,158.00
Price per connection	\$ 2.58
Price per Killowatt	\$ 0.21
Percent from Outside Area:	79.06%
Furthest Distance (miles)	0
Furthest City	0
Average Charge Time:	2:01:02
Average Killowatts	5.05

What to Charge?

Gallon of Gas purchased 3/31/19

\$3.49

Current Price for 5.05 Kilowatts at EV station

\$0.00

or

Average Kilowatts @ \$.25

\$1.26

or

Annual Connections @ Flat rate

\$2.58

Actual Data

Start Date	End Date	Total Duration (h:mm:ss)	Charging Time (h:mm:ss)	Energy (kWh)	GHG Savings (kg)	Gasoline Savings (gallons)	Charge / Killowatt \$.25	Fee	Driver Postal Code	User ID
11/10/2018 16:22	11/11/2018 12:59	20:36:59	13:52:04	71.038	29.836	8.915	\$ 17.76	1 N/A	N/A	
10/27/2018 9:43	10/27/2018 20:13	10:29:58	10:29:10	70.074	29.431	8.794	\$ 17.52	1 N/A	N/A	
5/12/2018 14:49	5/13/2018 8:22	17:33:00	9:14:48	65.717	27.601	8.248	\$ 16.43	1	98077	166875
11/3/2018 12:33	11/4/2018 8:35	21:02:18	9:11:40	64.729	27.186	8.123	\$ 16.18	1	98077	166875
7/14/2018 11:15	7/14/2018 19:57	8:42:09	8:35:58	60.634	25.466	7.61	\$ 15.16	1	V7A 2P6	825227
5/4/2018 22:02	5/5/2018 13:32	15:30:15	9:03:12	60.04	25.217	7.535	\$ 15.01	1 N/A	N/A	
12/29/2018 15:24	12/30/2018 9:40	18:16:17	8:06:34	56.153	23.584	7.047	\$ 14.04	1	98077	166875
9/2/2018 11:54	9/2/2018 21:55	10:01:38	7:57:56	54.392	22.845	6.826	\$ 13.60	1	98155	155677
11/17/2018 22:57	11/18/2018 6:18	7:20:57	7:20:42	51.807	21.759	6.502	\$ 12.95	1	V6R 2K9	1185011
9/14/2018 8:18	9/14/2018 15:32	7:13:28	7:00:29	51.244	21.522	6.431	\$ 12.81	1	98146	849612
1/19/2019 7:06	1/19/2019 13:56	6:49:27	6:46:16	48.019	20.168	6.026	\$ 12.00	1	98372	2929601
8/22/2018 11:33	8/22/2018 19:10	7:36:36	6:38:45	47.003	19.741	5.899	\$ 11.75	1	90048	788013
1/23/2019 10:50	1/23/2019 16:24	5:33:32	5:33:13	40.62	17.06	5.098	\$ 10.16	1	98631	3196771
11/27/2018 8:08	11/27/2018 13:53	5:44:48	5:25:16	40.027	16.811	5.023	\$ 10.01	1	98631	3196771
12/20/2018 23:04	12/21/2018 15:01	15:56:16	6:17:57	39.971	16.788	5.016	\$ 9.99	1	V6Y3Y1	2159861
2/1/2019 16:15	2/1/2019 22:01	5:46:09	5:45:42	39.734	16.688	4.987	\$ 9.93	1	98672	2510671
7/29/2018 11:54	7/29/2018 16:55	5:01:02	4:59:54	35.576	14.942	4.465	\$ 8.89	1 N/A	N/A	
1/20/2019 11:10	1/20/2019 15:51	4:41:43	4:41:29	34.601	14.532	4.342	\$ 8.65	1	98077	166875
12/3/2018 12:20	12/3/2018 16:54	4:34:38	4:34:25	33.353	14.008	4.186	\$ 8.34	1	98631	3196771
3/25/2019 9:11	3/25/2019 14:01	4:50:14	4:27:14	32.117	13.489	4.031	\$ 8.03	1	98631	3196771
8/25/2018 16:20	8/25/2018 20:59	4:39:03	4:22:02	30.254	12.707	3.797	\$ 7.56	1	98604	832639
6/30/2018 12:47	6/30/2018 16:48	4:00:58	4:00:36	29.325	12.316	3.68	\$ 7.33	1	98407	1003451
1/14/2019 12:38	1/14/2019 16:52	4:13:39	3:58:12	29.042	12.198	3.645	\$ 7.26	1	98631	3196771

TAB - B



**CITY COUNCIL
WORKSHOP BILL**

WS 19-11

Meeting Date: April 15, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Street Project(s) update.		<i>Originator:</i>
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
SUMMARY STATEMENT: Update on the Transportation Benefit District revenues, Idaho project. Pacific Avenue WSDOT paving schedule.		

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.

Council Workshop

Transportation Update

Idaho Avenue Update



Other Transportation related Projects

- WSDOT is planning on paving Pacific Avenue in 2020. We are coordinating with them.
- Electrical wiring installation of Pacific Avenue North of Pioneer.

CITY OF LONG BEACH
IDAHO AVE S PAVMENT REHABILITATION
CONCEPTUAL COST ESTIMATE
UPDATED: 04/08/2019
G & O #20195.36

OPTION 2 - PULVERIZE 18TH ST S - AND 100 FT AT 13TH ST SE - OVERLAY REMAINING, 2-FT WIDENING

ITEM		ESTIMATED	UNIT		
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>PRICE</u>	<u>AMOUNT</u>
1.	Unexpected Site Changes (S.P. 1-04.4)	1	MC	\$5,000.00	\$5,000.00
2.	SPCC Plan (1-07.15(1))	1	LS	\$500.00	\$500.00
3.	Mobilization, Cleanup and Demobilization (S.P. 1-09.7)	1	LS	\$30,000.00	\$30,000.00
4.	Project Temporary Traffic Control (S.P. 1-10.4)	1	LS	\$15,000.00	\$15,000.00
5.	Removal of Structure and Obstruction (S.P. 2-02.5)	1	LS	\$5,000.00	\$5,000.00
6.	Pulverize Existing Asphalt Roadway (S.P. 2-02.5)	1,500	SY	\$4.00	\$6,000.00
7.	Gravel Borrow, Incl. Haul (S.P. 2-03.5)	200	TN	\$40.00	\$8,000.00
8.	Locate Existing Utilities (S.P. 2-09.5)	1	LS	\$1,000.00	\$1,000.00
9.	Crushed Surfacing Top Course (S.P. 4-04.5)	400	TN	\$40.00	\$16,000.00
10.	HMA Cl. 1/2" PG 64-22 (S.P. 5-04.5)	860	TN	\$100.00	\$86,000.00
11.	Job Mix Compliance Price Adjustment (S.P. 5-04.5)	1	CALC	\$0.00	\$0.00
12.	Compaction Price Adjustment (S.P. 5-04.5)	1	CALC	\$0.00	\$0.00
13.	Adjust Catch Basin (S.P. 7-05.5)	18	EA	\$500.00	\$9,000.00
14.	Adjust Manhole (S.P. 7-05.5)	6	EA	\$500.00	\$3,000.00
15.	Adjust Valve Box (S.P. 7-12.5)	8	EA	\$400.00	\$3,200.00
16.	Adjust Meter Box (S.P. 8-01.5)	8	EA	\$300.00	\$2,400.00
17.	Erosion / Water Pollution Control (S.P. 8-01.5)	1	LS	\$5,000.00	\$5,000.00
18.	Seeding, Fertilizing and Mulching (S.P. 8-01.5)	1,200	SY	\$3.00	\$3,600.00
19.	Topsoil, Type A (S.P. 8-02.5)	140	CY	\$80.00	\$11,200.00
20.	Mailbox Support Type 1 (S.P. 8-18.5)	3	EA	\$400.00	\$1,200.00
21.	Mailbox Support Type 2 (S.P. 8-18.5)	3	EA	\$400.00	\$1,200.00
22.	Permanent Signing (S.P. 8-21.5)	1	LS	\$1,000.00	\$1,000.00
23.	Plastic Stop Line (8-22.5)	80	LF	\$20.00	\$1,600.00

Subtotal All Items	\$214,900.00
Sales Tax at 0% per W.S. Revenue Rule No. 171	\$0.00
CONSTRUCTION COST:	\$214,900.00

Assumptions:

Existing roadway width is approx. 20 feet
Pulverize 18th St S & 100-ft (Approx) of 13th St SE Intersection
Widen 2-Ft for 11-ft lanes 4 " HMA over 4" CSTC
3-Ft Asphalt Aprons with 3-Ft CSTC Wedge
2" HMA overlay
1" CSTC Leveling Course

Design Engineering	\$32,235.00
Construction Engineering	\$32,235.00

TOTAL CONSTRUCTION COST:	TOTAL: \$279,370.00
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TAB - C

LONG BEACH CITY COUNCIL MEETING

April 1, 2019

6:30 COUNCIL WORKSHOP

C. Murry, C. Cline, C. Kemmer, C. Linhart, and C. McGuire were all present.

WS 19-08- City Recreation Land

- David Glasson, City Administrator, and Mayor Phillips presented the workshop bill.
-Included in this workshop bill is a map showing the city-owned recreational lands. The purpose of this workshop is to discuss these properties and possibilities for future use.
- **No decisions or motions were made at this time.**

WS 19-09- OBSD Resource Officer

- David Glasson, City Administrator, presented the workshop bill.
- -Included in the proposed OBSD levy is money for an officer to be placed at the middle school and high school. The school district can only pay for the officer during the school year (75%) and has approached the city to pay for the other 25%. This workshop will discuss the possible fiscal impacts of an additional part-time officer.
- **No decisions or motions were made at this time.**
- The Mayor adjourned the workshop at 6:56 p.m.

7:00 CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order; asked for the Pledge of Allegiance and roll call.

ROLL CALL

David Glasson, City Administrator, called roll with C. Linhart, C. Murry, C. Cline, C. McGuire, and C. Kemmer all present.

PUBLIC COMMENT

Mandy Marsh made a public comment that she is now running Marsh's Museum along with her brother, Casey.

CONSENT AGENDA

Minutes, March 18, 2019 City Council Meeting

Payment Approval List for Warrant Registers 58501-58528 & 84927-84986 for \$163,709.00

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

BUSINESS

AB 19-16– Resolution 2019-01 Amending the Council Rules and Procedures

Ariel Smith, Community Development Director, presented the Agenda Bill. The Council held a workshop to discuss the possibilities of allowing Councilmembers to call or skype in to meetings.

Limitations were stipulated during the workshop that have been incorporated into the draft Resolution language.

C. Kemmer made the motion to add additional council rules, clarifying that if a councilmember doesn't vote at all, their vote will be taken as an "Aye." C. Linhart seconded the motion; 5 Ayes; motion passed.

C. Linhart made a motion to authorize with additions the approval of Resolution 2019-01 amending the Council Rules and Procedures. C. McGuire seconded the motion; 5 Ayes, motion passed.

AB 19-17– DOE Funding Agreement

Ariel Smith, Community Development Director, presented the Agenda Bill. Department of Ecology awarded the city \$50,000 to complete the Biosolids Engineering Report and feasibility study. The actual cost was slightly under and was billed at \$45,000. Therefore, the city must amend the original agreement to reflect the actual cost since a portion of the funding is a loan.

C. Linhart made the motion to authorize the City Administrator to execute the agreement amendment. C. McGuire seconded the motion; 5 Ayes, motion passed.

AB 19-18– Culbertson Park Playground Equipment Purchase

Ariel Smith, Community Development Director, presented the Agenda Bill. City Staff requested that Cascade Recreation update their quote to reflect the proper sales tax rate and include the fee for prevailing wages (for the installers). As discussed in the workshop the funds are available in the B&O ending fund balance. The city has received \$35,000 from the Templin Foundation to purchase equipment.

C. Linhart made the motion to authorize the purchase of the Culbertson Park playground equipment as presented in the quote provided by Cascade Recreation, Inc. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 19-19– Washington State Patrol General Services Agreement

David Glasson, City Administrator, presented the Agenda Bill. This agreement with Washington State Patrol covers fire and life safety reviews and inspections of city construction projects. At times it is necessary to bring in outside experts when reviewing complex plans to ensure the safety of future occupants. The City has used WSP in this manner one time in the last 20 years, and that contract has expired. This offers the city more flexibility in reviewing plans. Fees collected in the building permit application will cover any fees assessed by WSP for their review.

C. Linhart made the motion to authorize Mayor Phillips to execute the agreement amendment. C. McGuire seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Reusable Bag Campaign Update
- 2019 Small City Connector Meetings

- Sales Tax Collections
- Lodging Tax Collections

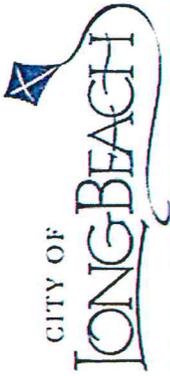
ADJOURNMENT

The Mayor adjourned the meeting at 7:15 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2019 - April - 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.

Member	Council Member	Council Member	Clerk/Treasurer	Amount
58530	Bell, Helen S		4/5/2019	\$303.06
58531	Binion, Jacob		4/5/2019	\$1,787.76
58532	Booi, Kristopher A		4/5/2019	\$1,625.98
58533	Cline, Kevin M		4/5/2019	\$266.19
58534	Cox, Mallory E		4/5/2019	\$193.28
58535	Eastham, Miranda L		4/5/2019	\$1,785.61
58536	Gilbertson, Bradley K		4/8/2019	\$1,546.38
58537	Goulter, John R.		4/8/2019	\$1,786.98
58538	Huff, Timothy M.		4/8/2019	\$1,675.73
58539	Kaino, Kris		4/5/2019	\$1,012.96
58540	Kemmer, Holli L		4/5/2019	\$266.19
58541	Kemmer, Larry L		4/5/2019	\$1,495.86
58542	Luethe, Paul J		4/5/2019	\$1,647.78
58543	McGuire, Tina M		4/5/2019	\$266.19
58544	Miller, Matt W		4/5/2019	\$1,402.48
58545	Mortenson, Tim		4/8/2019	\$2,110.33
58546	Murry, Del R		4/5/2019	\$266.19
58547	Padgett, Timothy J		4/5/2019	\$1,603.84
58548	Persell, Whitney J		4/8/2019	\$1,084.13
58549	Quitner, Jonathan H		4/5/2019	\$1,010.71
58550	Williams, David L		4/5/2019	\$368.29
58551	Wood, Matthew T		4/5/2019	\$1,637.59
58552	Wright, Flint R		4/5/2019	\$2,807.15
58553	Zuern, Donald D.		4/5/2019	\$2,285.79
58554	Persell, Whitney J		4/8/2019	\$98.87
58555	AFLAC		4/8/2019	\$585.57
58556	Association of WA Cities		4/8/2019	\$32,119.94
58557	City of Long Beach - Fica		4/8/2019	\$13,209.86
58558	City of Long Beach - FWH		4/8/2019	\$8,255.61

Number	Name	Print Date	Clearing Date	Amount
58559	Council Gift Fund	4/8/2019		\$60.00
58560	Dept of Retirement Systems Def Comp	4/8/2019		\$2,876.00
58561	Employment Security Dept	4/8/2019		\$220.00
58562	Massmutual Retirement Services	4/8/2019		\$675.00
58563	Teamsters Local #58	4/8/2019		\$178.50
58564	City of Long Beach - Fica	4/8/2019		\$24.52
58565	City of Long Beach - FWH	4/8/2019		\$25.00
58566	Dept of Retirement Systems	4/8/2019		\$32.45
58567	Employment Security Dept	4/8/2019		\$0.41
84987	Postmaster	3/29/2019	4/2/2019	\$500.50
84988	Washington State Parks	4/1/2019	4/8/2019	\$45.00
84992	Parker, Michael	4/1/2019		\$124.39
84993	Tangly Cottage Garden	4/3/2019	4/2/2019	\$594.55
84994	Olympic Trailer & Truck Accessories	4/8/2019	4/8/2019	\$5,127.69
84995	Custer, Kimberlee	4/9/2019		\$12.50
84996	LaFontaine, Patrick	4/9/2019		\$25.00
84997	Nagy, Branden	4/9/2019		\$12.50
84998	Williams, David	4/9/2019		\$37.50
84999	Department of Licensing	4/9/2019		\$80.75
85000	Department of Licensing	4/10/2019		\$40.75
85001	A-1 Redi Mix	4/11/2019		\$143.77
85002	Active Enterprises, Inc.	4/11/2019		\$264.21
85003	Airgas USA LLC	4/11/2019		\$49.57
85004	ALS Group USA, Corp.	4/11/2019		\$129.00
85005	Also-American Linen Div.	4/11/2019		\$103.92
85006	Arts Auto Parts Inc.	4/11/2019		\$426.73
85007	Association of Washington Cities	4/11/2019		\$320.00
85008	Astoria Janitor & Paper Supply	4/11/2019		\$1,275.71
85009	Bailey's Saw Shop	4/11/2019		\$54.31
85010	Bank of The Pacific	4/11/2019		\$14,483.47
85011	BMC WELDING	4/11/2019		\$195.74
85012	Bonney, Matt	4/11/2019		\$26.14
85013	BSK Associates	4/11/2019		\$1,070.00
85014	Cartomation, Inc	4/11/2019		\$500.00
85015	Charter Communications	4/11/2019		\$324.93
85016	Chinook Observer	4/11/2019		\$635.47
85017	CHINOOK SALES & RENTALS	4/11/2019		\$2,589.00
85018	CNA Surety	4/11/2019		\$60.00
85019	Columbia Ford, Inc.	4/11/2019		\$13.85
85020	Creative Community Solutions, Inc.	4/11/2019		\$10,250.00
85021	Daily Journal of Commerce-Seattle	4/11/2019		\$512.40
85022	Dennis Company	4/11/2019		\$1,036.99
85023	Department of Licensing - Firearms Section	4/11/2019		\$72.00
85024	Department of Licensing - Notary Public Program	4/11/2019		\$30.00
85025	Department of Retirement	4/11/2019		\$25.00

85026	Dept of Ecology	4/11/2019	\$8,440.18
85027	Discovery Benefits, Inc.	4/11/2019	\$50.00
85028	Ecological Land Services	4/11/2019	\$453.75
85029	Ellyson, Sue	4/11/2019	\$43.99
85030	Englund Marine Supply	4/11/2019	\$3,014.37
85031	Erik J Fagerland & Assoc, Inc.	4/11/2019	\$1,140.00
85032	Evergreen Septic Inc	4/11/2019	\$188.00
85033	Evergreen Septic Pumping LLC	4/11/2019	\$729.68
85034	Fastsigns	4/11/2019	\$694.06
85035	Flannery Publications	4/11/2019	\$507.66
85036	GaragesRUS	4/11/2019	\$1,081.00
85037	Goulter, Allen J III	4/11/2019	\$1,300.00
85038	Gray & Osborne	4/11/2019	\$57,808.48
85039	Hach Company	4/11/2019	\$1,056.14
85040	Interstate Battery	4/11/2019	\$215.93
85041	Iron Mountain	4/11/2019	\$371.53
85042	Key Manufacturing	4/11/2019	\$3,357.37
85043	L & L Printing	4/11/2019	\$76.93
85044	L.N. Curtis & Sons	4/11/2019	\$1,044.14
85045	MAC TOOLS	4/11/2019	\$188.24
85046	MailFinance	4/11/2019	\$637.71
85047	Mullins, Duane	4/11/2019	\$225.00
85048	Municipal Emergency Services Depository Account	4/11/2019	\$2,036.04
85049	Neofunds	4/11/2019	\$500.00
85050	North Coast Truck Parts	4/11/2019	\$700.00
85051	Oman & Son Builders	4/11/2019	\$428.45
85052	One Call Concepts, Inc.	4/11/2019	\$24.61
85053	Pacific County Health & Human Services	4/11/2019	\$95.42
85054	Pacific County Sheriffs	4/11/2019	\$10,556.75
85055	Peninsula Sanitation	4/11/2019	\$1,085.05
85056	Penoyar, Joel	4/11/2019	\$2,000.00
85057	Penoyar, William	4/11/2019	\$1,000.00
85058	Sandridge RV & Boat Storage	4/11/2019	\$1,390.00
85059	Sid's Iga	4/11/2019	\$27.27
85060	Solutions Yes	4/11/2019	\$380.32
85061	STAPLES BUSINESS CREDIT	4/11/2019	\$519.84
85062	Sterling Codifiers, Inc	4/11/2019	\$2,974.00
85063	SUNSET AUTO PARTS, INC	4/11/2019	\$423.96
85064	TireHub	4/11/2019	\$588.82
85065	Traffic Safety Supply Co.	4/11/2019	\$666.88
85066	Verizon Wireless	4/11/2019	\$80.02
85067	Visa	4/11/2019	\$5,495.97
85068	Wilcox & Fiegel Oil Co.	4/11/2019	\$1,704.09
85069	World Kite Museum	4/11/2019	\$1,625.00

Number	Value	Start Date	Clearing Date	Amount
85070	Zep Manufacturing CO	4/11/2019		\$461.59
85071	Zero Waste USA	4/11/2019		\$1,451.87
		Total	Check	\$248,631.63
		Grand Total		\$248,631.63

TAB - D



**CITY COUNCIL
AGENDA BILL**

AB 19-20

Meeting Date: April 15, 2019

AGENDA ITEM INFORMATION		
SUBJECT: <i>Certify the Match for the RCO Culbertson Park Renovations</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: \$47,500	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: *RCO requires that the receiving agency certifies the match necessary to complete the proposed project. This match is a combination of labor and cash and was incorporated into the 2019 budget.*

RECOMMENDED ACTION: *Authorize Mayor Phillips certify the match agreement with RCO for the Culbertson Park Renovations.*

Certification of Applicant Match

Organization Name City of Long Beach

Project Name Culbertson Park Renovations

Project Number 18-1921

The sources and amounts of our matching share will be:

Source of Match	Amount
City of Long Beach	47,500.00
Total	\$47,500.00

As the authorized **financial** representative for the above identified organization, I hereby certify that the sponsor matching resources are available for the project referenced above. I further acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize.

Signature _____

Printed Name Jerry Phillips

Title Mayor

Date April 16, 2019

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 19-21**

Meeting Date: April 15, 2019

AGENDA ITEM INFORMATION

SUBJECT: Resolution 2019-02 - Set Public Hearing Date to Receive Public Comment Regarding Partial ROW Vacation of 4th ST NE – north portion (Case No. VAC 2019-01)	<i>Originator:</i>	
	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:		
COST: N/A		

SUMMARY STATEMENT: Property owner John Belisle is requesting to vacate the north portion of 4th St NE. The petition was received on March 25, 2019. Mr. Belisle hopes to build a home at 310 4th ST NE and is asking for the vacated portion of right-of-way so that he has more room to access his garage. Utilities have been located and there doesn't seem to be any conflict.

Pursuant to **11-6C-2 and RCW 35.79.10**, when an adequate vacation petition is received, Council shall by resolution set a date when the petition will be heard and decided upon. The hearing may be no more than sixty (60) days nor less than twenty (20) days after the date of such resolution passage. Resolution 2019-02 accomplishes this, setting a hearing date of May 6, 2019.

Staff intends to deliver a detailed staff report on this matter at the next Council meeting on May 6, 2019.

RECOMMENDED ACTION: Pass Resolution 2019-02.

RESOLUTION 2019-02

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON SETTING THE TIME AND PLACE FOR A PUBLIC HEARING FOR CONSIDERING A PARTIAL STREET VACATION OF 4th STREET NORTHEAST

WHEREAS, John Belisle has filed a petition for the partial vacation of 4th Street Northeast to combine with his adjoining parcel to the north; and,

WHEREAS, RCW 35.79 requires passage of a resolution setting the time and place for a public hearing to consider vacation of a public street and the posting of public notices, such public hearing to be scheduled not less than twenty (20) nor more than sixty (60) days from passage of said resolution;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LONG BEACH CITY COUNCIL that a public hearing shall be held in the Council Chambers at Long Beach City Hall for the purpose of considering the partial street right-of-way vacation of the following areas:

- 12.5 feet by 50 feet from the north side of 4th Street Northeast; and

Said hearing shall be held on May 6, 2019 at 7:00 PM or shortly thereafter in the Long Beach City Council chambers.

The required notice shall be placed at on the subject property—which is Assessor’s parcel No. 73011059005, bounded by 4th Street Northeast, parcel No. 73011059003, parcel No. 73011059004, parcel No. 73011059006 and parcel No. 73011059014- and at Long Beach City Hall, the United States Post Office in Long Beach, and the Long Beach Police Department.

Passed this 15th day of April 2019.

Ayes Nays Absent

Jerry Phillips, Mayor

Attest:

Helen Bell, City Clerk

City of Long Beach
Notice of Petition and of Public Hearing
To Consider Partial Vacation of 4th Street Northeast

VACATION OF A PORTION OF 4TH STREET NORTHEAST; CASE NO. VAC 2019-01.

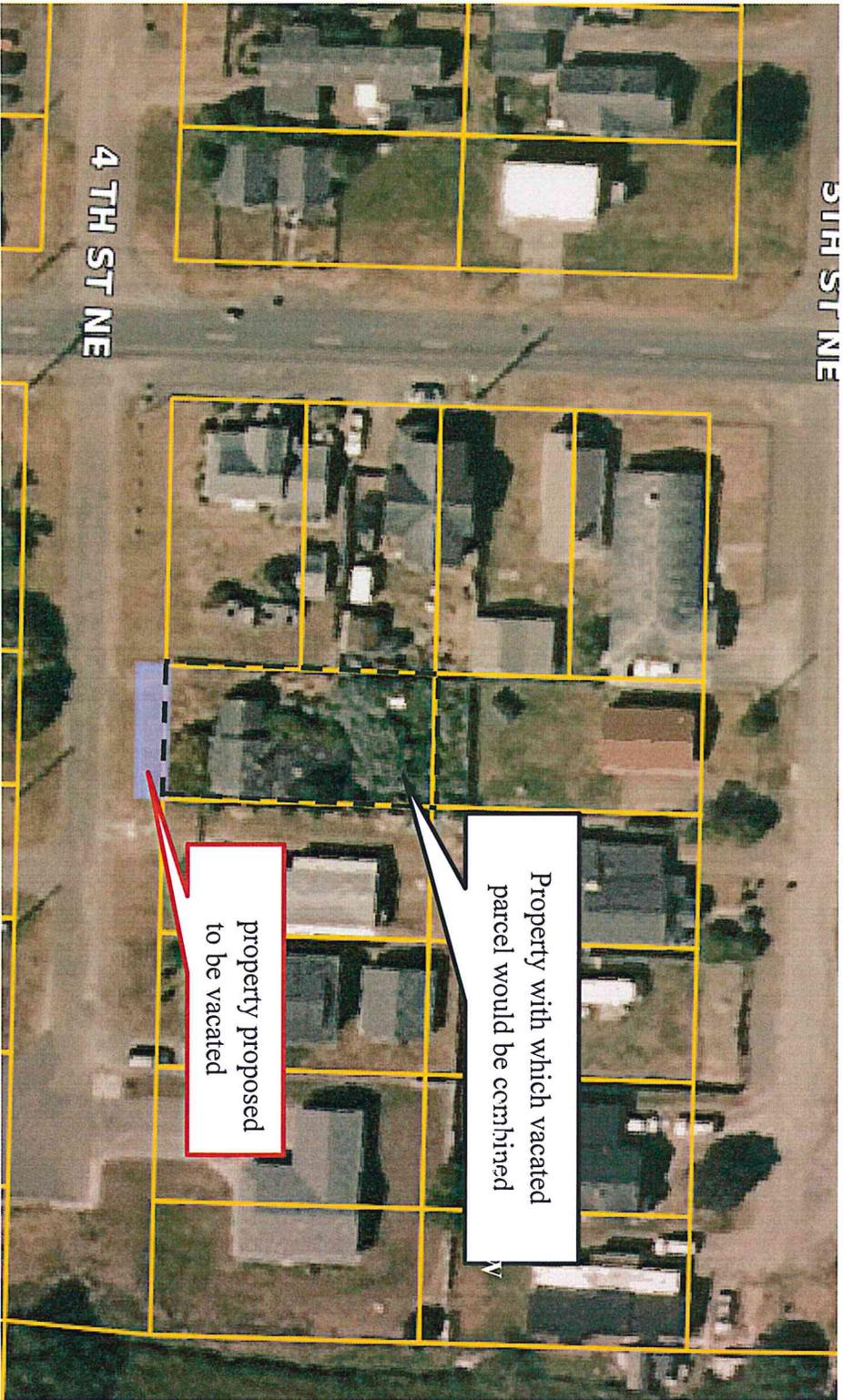
Notice is hereby given that John Belisle, filed a petition with the City of Long Beach on March 25, 2019 requesting the City vacate a portion of the right-of-way of 4th Street Northeast. The petition seeks vacation of the northern 12.5 feet of 4th Street Northeast from the west property corner of parcel No. 73011059005 to the easterly property corner approximately 50 feet, encompassing an area of approximately 625 square feet in the R1 – Single-Family Residential zone. **The subject property is located on Block 59, lot 5, Plat of Long Beach East Addition, of Long Beach, Pacific County, Washington.**

The Long Beach City Council passed Resolution 2019-02 fixing the time, date, and location of a Public Hearing on this application as **7:00 pm or soon thereafter on Monday, May 6, 2019 in the City Council Chambers at Long Beach City Hall, 115 Bolstad Street West, Long Beach WA 98631.**

Any person interested in this request may speak for or against the request at the public hearing or submit written comments prior to the public hearing. **Written comments should be addressed to: Ariel Smith, Community Development Director, P.O. Box 310, Long Beach, WA 98631. Written comments must be received by the end of the public hearing.**

The Meeting Room is ADA accessible. For those planning to attend who have special accessibility requirements, please contact the City of Long Beach by phone, 360-642-4421 or at the address below at least ten (10) days in advance.

Responsible Official:	Ariel Smith
Position/Title:	Director, Community Development
Phone:	(360) 642-4421
Address:	P.O. Box 310 Long Beach, WA 98631
Notice Date:	April 16, 2019



Case No. VAC 2019-01; Location Map

John Belisle

Partially vacate 4th Street NE; combine with property to north

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 19-22**

Meeting Date: April 15, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Regional Biosolids Treatment Plant Construction Bid Award	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
COST: N/A	Other:	
<p>SUMMARY STATEMENT: The bid for the Biosolids Treatment Plant project closed on Tuesday, April 9th at 2pm, the bid tabulation is included in the packet. The lowest bidder was Tapani Construction out of Battle Ground. The City Engineer is checking references and will have a formal recommendation that will be presented at Monday's meeting.</p>		
<p>RECOMMENDED ACTION: <i>Authorize the Mayor to enter into an agreement with the recommended contractor.</i></p>		

TAB — G



**CITY COUNCIL
AGENDA BILL
AB 19-23**

Meeting Date: April 15, 2019

AGENDA ITEM INFORMATION

SUBJECT: 2019 Fireworks Agreements for July 4, Kite Festival & New Year's Eve shows.	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$26,750	Other:	

SUMMARY STATEMENT: Attached to this agenda bill are the agreements for the following shows and amounts:

July 4th, \$18,000 Show & \$1,250 for Lodging. Kite Festival Friday \$6,000 and New Year's \$1,500.

RECOMMENDED ACTION: Authorize Mayor Phillips to execute the agreements.



Fireworks Display Proposal Summary

City of Long Beach

Long Beach 4th of July

July 4, 2019

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington State Display permit application to be approved by the local fire authority
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all pyrotechnics to the temporary storage area (city shops)
- Provide transportation of equipment to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
 - A \$2000 product credit has been included in your show as a gesture of support to the merchants that contributed funds to make the 2019 display happen.
- Provide all necessary mortars and firing equipment required to pre-load and fire the display



p.o. box 932 • canby • oregon 97013 • office 503.656.1999 • fax 503.656.6628 • info@westerndisplay.com

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

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

Event Date: 7/4/2019
Proposal #: 19-6103
Show Name: Long Beach 4th of July

Quantity Description

- 1 SHOW OPENER
- 1 3" (25 Shot) FANNED Silver Glitter to Green Strobe
- 5 4" Green to Silver Strobe
- 3 5" Green Twinkling Crown w/ Twinkling Crown Tail
- 1 MAIN SHOW
- 1 FOUR INCH SHELLS
- 3 4" (36) Sunny Assortment Package V25
 - 4" Yellow Peony (2ea)
 - 4" Red to Blue Peony w/ Tail (2ea)
 - 4" Blue to Silver Peony (2ea)
 - 4" Purple Dahlia (2ea)
 - 4" Lemon Dahlia (2ea)
 - 4" Orange Dahlia w/Silver Tail (2ea)
 - 4" Red Coconut (2ea)
 - 4" Yellow Chrysanthemum (2ea)
 - 4" Blue Chrysanthemum (2ea)
 - 4" Green Chrysanthemum (2ea)
 - 4" Purple Chrysanthemum (2ea)
 - 4" Blue Willow (2ea)
 - 4" Orange to Green Bees (2ea)
 - 4" Red to Silver Bees (2ea)
 - 4" Purple Coconut (2ea)
 - 4" Gold to Silver Diamond (2ea)
 - 4" Orange Bee (2ea)
 - 4" Red Bee (2ea)
- 3 4" Orange Peony
- 3 4" Pixie Dust Willow w/Crackling Rain (Long Duration)
- 3 4" Hummers
- 3 4" Tulip: Midnight Snow Ring / Red Pistil
- 3 4" Stained Glass
- 3 4" Purple Stained Glass w/ No Tail
- 3 4" Straw Hat Midnight Snow Ring / Red Pistil
- 3 4" Stacked Color Bands
- 3 4" Midnight Snow Double Ring + Green Pistil
- 3 4" Brocade Double Ring w/ Blue & White Strobe Pistil
- 3 4" Multi Color to Crackling Rain Double Ring
- 3 4" Red Go Getters
- 3 4" Silver Go Getters
- 3 4" Green Go Getters
- 3 4" Cluster of Silver Bees & Crackling
- 3 4" Twice Crackling Rain
- 3 4" Tourbillion + Crackling Rain Thousand Flower + Purple Stars
- 3 4" Diamond Screamer & Red Stars
- 3 4" Diamond Screamer & Blue Stars
- 3 4" Red Tail Thunder & White Strobe
- 3 4" Red Tail Thunder & Blue Stars

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 19-6103

Quantity Description

- 3 4" Large Golden Whirl w/Report + White Strobe
- 3 4" Diamond Screamer & Silver Crossette
- 3 4" Silver Whirl w/Reports + Green Stars
- 3 4" Green Falling Leaves (Long Duration)
- 3 4" Disco Strobe
- 3 4" White Strobe Waterfall
- 3 4" Blue Peony w/ Silver Palm NO Tail
- 3 4" Variegated Crossette
- 3 4" Blue Crossette
- 3 4" Red Crossette
- 3 4" Twinkling (Strobing) Coconut Crossette
- 3 4" Varigated Chrysanthemum
- 3 4" Orange Triple Rings with White Strobe Pistil
- 1 FIVE INCH SHELLS
- 2 5" (18) Sunny Assortment Package V25 (1 Each)
 - 5" Red Peony
 - 5" Yellow Peony
 - 5" Orange Peony
 - 5" Blue Glitter
 - 5" Variegated Glitter
 - 5" Green Dahlia
 - 5" Purple Dahlia
 - 5" Red Crossette
 - 5" Orange Crossette
 - 5" White Chrysanthemum
 - 5" Purple to Super Gold Flitter
 - 5" Glitter Silver to Yellow Chrysanthemum
 - 5" Silver Wave to Blue Chrysanthemum
 - 5" Blue Chrysanthemum to Crackling Flower w/ Red Pistil
 - 5" Red to Popping Flower
 - 5" Green to Popping Flower
 - 5" Blue to Red Chrysanthemum
 - 5" 4 Color Change Chrysanthemum

- 1 5" Green to Blue to Silver Peony
- 1 5" Orange to Silver Strobe
- 1 5" Red Chrysanthemum
- 1 5" Blue Chrysanthemum
- 1 5" Green Chrysanthemum
- 1 5" Purple Chrysanthemum
- 1 5" Orange Triple Rings with White Strobe Pistil
- 1 5" Silver to Blue Crossette
- 1 5" Silver to Red Crossette
- 1 5" Silver to Green Crossette
- 1 5" Purple Chrysanthemum to Crackling Flower
- 1 5" Brocade w/ Red Strobe Pistil
- 1 5" Jelly Fish

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 19-6103

Quantity Description

- 1 5" Red, Yellow, & Blue Swimming Stars
- 1 5" Eight-Pointed Brocade Chrys. w/Green Pistil & Silver to Red to Cherry Blossom
- 1 5" Red Strobbing Ring w/Brocade Crown Waterfall Bow Tie Pistil
- 1 5" Double Silver Spinning w/Red Strobe Pistil (Cylinder)
- 1 5" Double Silver Spinning w/Blue Pistil (Cylinder)
- 1 5" Silver Flying Dragon (Cylinder)
- 1 5" (125mm) Blue Comet w/ Trail & Magnum
- 1 5" (125mm) Fushia w/ Center Kamuro
- 1 5" Silver Twister & Purple Stars
- 1 5" Half Purple to Crackling Rain/Half Green to Crackling Rain
- 1 5" Thousand Flowers - Multi-Color Star
- 1 5" Midnight Snow Double Ring + Green Pistil
- 1 5" Red Go Getters
- 1 5" Straw Hat Midnight Snow Ring / Red Pistil
- 1 5" Pixie Dust Willow w/1000 Green Flower (Long Duration)
- 1 5" Sweeper Ring Purple (Purple to Gold Wave)
- 1 5" Weeping Gold to Red (Long Duration)
- 1 5" Pixie Dust Willow w/ Aqua Pistil (Long Duration)
- 1 MID SHOW VOLLEY
- 1 3" (25 Shot) FANNED Color Magic Peony
- 1 2.5" (36 Shot) FANNED Blue & Gold Strobe w/Blue Tail
- 1 2.5" (25 Shot) FANNED Brocade Kamuro
- 1 2.5" (30 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail
- 1 2.5" (36 Shot) Purple Crossteet w/ Tail
- 1 2.5" (36 Shot) Multi Color w/Tourbillion (Green, Red, Yellow)
- 1 2.5" (36 Shot) Lemon & Glitter Palm/Fuchia Shiny Peony/Orange Silver Strobe w/Crackling Tail
- 1 2" (36 Shot) Rainbow Dahila & Silver Comets
- 1 2" (49 Shot) Purple Peony w/Purple Tail
- 1 GRAND FINALE 1
- 2 3" (24 Shot) Fanned Glitter Coconut w/Glitter Tail
- 3 GRAND FINALE 2
- 3 3" (25 Shot) Brocade Kamuro
- 1 GRAND FINALE 3
- 4 4" (5) Gold Crackling Palm w/Tail
- 2 5" (3) Red - Blue Silver Crackling Spider w/Whistle
- 1 MISC SUPPLIES
- 10 20 Minute Fusee w/ Handle
- 1 65' Match Fuse - By the Bundle (Vulcan)
- 8 Safety Glasses
- 8 Earplugs
- 2 1" x 60yd Masking Tape - Roll
- 2 Rubber Bands (Bag of 350)
- 2 Foil - Small

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2019 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Long Beach, whose address is PO Box 310, Long Beach, WA 98631 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2019 from the beach between Bolstad & Syd Snyder Dr, Long Beach, WA 98361, as detailed in Proposal #19-6103, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of EIGHTEEN THOUSAND DOLLARS AND NO/100 (\$18,000.00) is to be paid as follows: 25% of the total price, \$4,500.00 is due by MAY 1, 2018; the remaining balance of the price, \$13,500.00, is due in full on or before July 14, 2019. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement.
 - b. Sponsor to provide at least 3 monitors for security and crowd control during show setup, execution and cleanup;
 - c. Sponsor to provide backhoe and operator to dig trenches as directed by the pyrotechnician;
 - d. Sponsor to complete any required Washington State Parks permits; and
 - e. Sponsor to reimburse Western Display a total of \$1,250.00 towards pyrotechnic crew lodging. This reimbursement to be added to the 25% deposit payment due on or before May 1, 2019 (total deposit price \$5,750.00).
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a

certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
 - a. **Sponsor Responsibilities:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display.
 - b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total

price (\$4,500.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$9,000.00). If the Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of the total price (\$18,000.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in

this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before April 5, 2019.

Sponsor

Western Display Fireworks, Ltd.

By: _____

By: Heather J. Gobet _____

Its: _____

Its: President _____

Date: _____

Date: _____



WESTERN DISPLAY FIREWORKS LTD

March 14, 2019

Dave Glasson
City of Long Beach
PO Box 310
Long Beach, WA 98631

Dear Dave,

Enclosed please find our proposals for the 2019 Long Beach Kite Festival and New Year's Eve fireworks displays.

I wanted to bring a couple things to your attention. First is that the Kite Festival show will be substantially smaller than last year. This is mostly due to the fact that last year we contributed \$1000 in product as a gesture of thanks for your understanding around the pacing of the July 4th show. Another factor impacting the show is the annual product costs increases we are experiencing from our suppliers, which average about 7%. When shows stay at the same budget over a period of years this begins to dramatically impact the product content. This is amplified on very small shows, such as yours, because costs do not decrease, so most of the budget is consumed by transportation, insurance and staffing, leaving a small fraction left for fireworks.

In the past when we were providing the July 4th show we were basically able to do these other small shows at cost, or many times at a loss to make them look decent at the limited budgets. This year, we will continue to provide the New Year' Eve show, Ilwaco High School, and Kite Festival at the previous budgets. However, if these shows are to continue in the future we would strongly recommend adjusting the budgets to more realistic figures. I also have concerns about the Kite Festival for this year, because without our \$1000 credit from last year the show is going to be less than half the size of 2018.

Unfortunately in order to do fireworks in accordance with the endless regulations it is extremely expensive. The insurance, licensed technicians, CDL Hazmat drivers with \$5 million insurance required to transport and countless hours to prepare and comply with permitting requirements. We do things by the letter of the law not only to protect our business of 70 plus years, but also to protect our sponsors.

Please review the enclosed programs. If the shows are approved as written, please sign the enclosed Display Agreement and Purchase Orders and return both to Western by April 1st via fax or e-mail. This will allow us to then proceed with all other arrangements for your shows.

We have greatly enjoyed our decade's long relationship with your community and hope that it will continue in some fashion in the future.

Sincerely,



Heather Gobet
President



p.o. box 932 • canby • oregon 97013 • office 503.656.1999 • fax 503.656.6628 • info@westerndisplay.com

FIREWORKS DISPLAY PROPOSAL PRESENTED BY

WESTERN DISPLAY FIREWORKS LTD



City of Long Beach
Long Beach Kite Festival
August 23, 2019



p.o. box 932 • canby oregon • 97013
office 503.656.1999 • fax 503.656.6628
info@westerndisplay.com



Fireworks Display Proposal Summary

City of Long Beach

Long Beach Kite Festival

August 23, 2019

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington Public Fireworks Display permit application to be approved the local fire authority
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all pyrotechnics and equipment to the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician and assistant covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide all necessary mortars and supplies required to pre-load and electrically fire the display



p.o. box 932 • canby • oregon 97013 • office 503.656.1999 • fax 503.656.6628 • info@westerndisplay.com

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

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

Event Date: 8/23/2019
Proposal #: 19-6212
Show Name: Long Beach Kite Festival

Quantity	Description
----------	-------------

- | | |
|----|--|
| 1 | SHOW OPENER |
| 1 | 2.5" (36 Shot) Lemon & Glitter Palm/Fuchia Shiny Peony/Orange Silver Strobe w/Crackling Tail |
| 1 | MAIN SHOW |
| 1 | 1.2" (200 shot) Fanned Silver Blink Wave/Chrys Willow/Crackling w/ Palm (43sec) |
| 1 | 1.2" (100 Shot) Yellow Strobe Willow w/Yellow Tail |
| 1 | 2" (36 Shot) Rainbow Dahila & Silver Comets |
| 1 | 2.5" (36 Shot) Multi Color w/Tourbillion (Green, Red, Yellow) |
| 1 | 1.5" (50 Shot) Silver Fish & Blue |
| 1 | GRAND FINALE |
| 2 | 2" (50 Shot) Variegated Glitter / Gold Magic Peony w/Crackling Tails |
| 1 | MISC SUPPLIES |
| 10 | Squibs - J-Tek12 T Shroud 12' lead |
| 4 | Safety Glasses |
| 4 | Earplugs |
| 2 | 20 Minute Fusee w/ Handle |
| 1 | 1" x 60yd Masking Tape - Roll |

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2019 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Long Beach, whose address is PO Box 310, Long Beach, WA 98631 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: August 23, 2019 from the beach at the end of Bolstad, Long Beach, WA 98631, as detailed in Proposal #19-6212, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of FOUR THOUSAND DOLLARS AND NO/100 (\$4,000.00) is to be paid as follows: 25% of the total price, \$1,000.00 is due by JULY 26, 2019; the remaining balance of the price, \$3,000.00, is due in full on or before September 3, 2019. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
 - b. Sponsor to complete any required parks permits; and
 - c. Sponsor to provide at least 3 monitors for security and crowd control during show setup, execution and cleanup.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

-
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. **Sponsor Responsibilities:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display.
- b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$1,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$2,000.00). If the Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay

100% of the total price (\$4,000.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before April 1, 2019.

Sponsor

Western Display Fireworks, Ltd.

By: _____

Its: _____

Date: _____

By: Heather J. Gobet

Its: President

Date: _____

FIREWORKS DISPLAY PROPOSAL PRESENTED BY

WESTERN DISPLAY FIREWORKS LTD



City of Long Beach
Long Beach New Year's Eve
December 31, 2019



p.o. box 932 • canby oregon • 97013
office 503.656.1999 • fax 503.656.6628
info@westerndisplay.com



Fireworks Display Proposal Summary

City of Long Beach

Long Beach New Years Eve

December 31, 2019

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington Public Fireworks Display permit application to be approved the local fire authority
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all pyrotechnics and equipment to the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician and assistant covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide all necessary mortars and supplies required to pre-load and electrically fire the display



WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

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

Event Date: 12/31/2019
Proposal #: 19-6276
Show Name: Long Beach NYE

Quantity Description

1 MAIN SHOW
1 1" (100 Shot) Silver Crossette
1 2" (50 Shot) Fuchsia Magic Peony / White Magic Peony / Purple Magic Peony
1 2" (36 Shot) Rainbow Dahila & Silver Comets
1 GRAND FINALE 1
1 2.5" (36 Shot) Lemon & Glitter Palm/Fuchia Shiny Peony/Orange Silver Strobe
w/Crackling Tail
1 GRAND FINALE 2
1 2.5" (10) Glitter Coconut w/Tail
1 MISC SUPPLIES
6 Squibs - J-Tek12 T Shroud 12' lead
2 Safety Glasses
2 Earplugs
1 1" x 60yd Masking Tape - Roll
1 20 Minute Fusee w/ Handle

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2019 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Long Beach, whose address is PO Box 310, Long Beach, WA 98631 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: December 31, 2019 from the beach between Bolsatd & Syd Snyder Dr, Long Beach, WA 98631, as detailed in Proposal #19-6276, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$1,500.00), is due in full on or before December 13, 2019. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement.
 - b. Sponsor to complete any required park permits,
 - c. Sponsor to provide at least 3 monitors for security and crowd control during show setup, execution and cleanup and;
 - d. Sponsor to provide 1 hotel room with two (2) beds for crew lodging the night of the display.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

-
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. **Sponsor Responsibilities:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display.
- b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$375.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$750.00). If the Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of

the total price (\$1,500.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

- 15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
- 16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
- 17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
- 18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
- 19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before April 1, 2019.

Sponsor

Western Display Fireworks, Ltd.

 By: _____
 Its: _____
 Date: _____

 By: Heather J. Gobet
 Its: President
 Date: _____



City of Long Beach
Kite Festival
~Addition~
August 23, 2019



p.o. box 932 • canby • oregon 97013 • office 503.656.1999 • fax 503.656.6628 • info@westerndisplay.com

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

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

Event Date: 8/23/2019
Proposal #: 19-6290
Show Name: Long Beach Kite Festival - Addition

Quantity Description

1 ADDITIONAL MAIN SHOW
1 2.5" (36 Shot) Lemon & Glitter Palm/Fuchia Shiny Peony/Orange Silver Strobe
w/Crackling Tail
1 2.5" (36 Shot) Purple Crossteet w/ Tail
1 1" (100 Shot) Fanned Glitter Crossette
1 2.5" (36 Shot) Silver Crossette w/Tail
1 2" (49 Shot) Strobe w/Palm Core
1 2" (36 Shot) Rainbow Dahila & Silver Comets
1 2" (49 Shot) Purple Peony w/Purple Tail
1 2" (50 Shot) Hummers
1 MISC SUPPLIES
8 Squibs - J-Tek12 T Shroud 12' lead

DISPLAY AGREEMENT – PRODUCT ADDITION ADDENDUM

THIS 2019 ADDENDUM ("Addendum") is entered into on this _____ day of _____, 2019 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Long Beach, whose address is PO Box 310, Long Beach, WA 98631 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

The Parties previously entered into a Display Agreement and Purchase Order, which is attached hereto and incorporated herein by this reference. Except as amended hereby, all terms of the original Display Agreement and Purchase Order shall remain in full force and effect.

An additional Proposal (#19-6290) to include certain additional items to the Display is attached hereto and incorporated herein.

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Price and Payment Terms for the Proposal #19-6290.** Total price of TWO THOUSAND DOLLARS AND NO/100 (\$2,000.00) is to be paid as follows: 25% of the total price, \$500.00 is due by July 26, 2019; the remaining balance of the price, \$1,500.00, is due in full on or before September 3, 2019. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
- 2. Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Addendum but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$500.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$1,000.00). If the Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of the total price (\$2,000.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.

Sponsor must agree to this Addendum in writing no later than April 19, 2019 in order for Western to amend/submit the necessary permits and make necessary arrangements.

Sponsor

Western Display Fireworks, Ltd.

By: _____
Its: _____
Date: _____

By: Heather J. Gobet
Its: President
Date: _____

TAB — H

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

04-01-19

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for March 2019

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

Long Beach

580 Total Incidents

Aid Call Assists: 6

Alarms: 8

Animal Complaints: 11

Assaults: 5

Assists: 76

(Includes 10 PCSO, 1 WSP And 1 Other Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 12

Drug Inv.: 4

Fire Call Assists: 4

Follow Up: 119

Found/Lost Property: 14

Harassment: 3

Malicious Mischief: 2

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 1

Runaway: 0

Security Checks: 171

Suspicious: 12

Thefts: 2

Traffic Accidents: 5

Traffic Complaints: 15

Traffic Tickets: 11

Traffic Warnings: 82

Trespass: 4

Warrant Contacts: 3

Welfare Checks: 9

Ilwaco (Includes 13 Calls At Port)

344 Total Incidents

Aid Call Assists: 0

Alarms: 3

Animal Complaints: 3

Assaults: 1

Assists: 32

Burglaries: 0

Disturbance: 10

Drug Inv.: 0

Fire Call Assists: 1

Follow Up: 81

Found/Lost Property: 2

Harassment: 4

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 0

Runaway: 1

Security Checks: 109

Suspicious: 9

Thefts: 3

Traffic Accidents: 1

Traffic Complaints: 3

Traffic Tickets: 7

Traffic Warnings: 53

Trespass: 5

Warrant Contacts: 4

Welfare Checks: 10

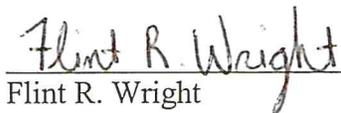
On the 8th I helped teach a Mental Health First Aid Class for employees from Willapa Behavioral Health.

Officer Mike Parker attended training March 11th – 22nd. The training was the “Basic Police Motorcycle Operator Course”. The two week course is designed to give motor officers the ability to operate a police motorcycle in a safe and proficient manner for official duties. A couple of years ago the Pacific County Sheriff’s Department gave us a patrol motorcycle they were not using and Officer Parker has been putting it to good use since.

I participated in a Police Chief’s training on March 27th. The training was sponsored by Washington Cities Insurance Authority. The training mainly dealt with interlocal agreements.

On March 29th I helped teach a Mental Health First Aid Class for employees at Ocean Beach Hospital.

Officer Tim Mortenson conducted alcohol compliance checks on the 30th with liquor control. They used under age subjects in an attempt to purchase alcohol. A letter was sent out well prior to this to the different establishments warning that compliance checks were coming. I am pleased to note that no sales were made to the underage subjects.



Flint R. Wright
Chief of Police

City of Long Beach Activities Report

March 2019

Wastewater Dept.

Call Outs - 0

Meetings - 7 (Plant Upgrades / Composting / C – More Pipe / Engineers / (3) Contractors.

Safety Meetings - 1 (Asbestos Awareness / Confined Space Awareness.)

Plant Management - Monthly DMR's / Paperwork Review / Emails / Ordering Supplies / Engineers.

Samples – Daily Tests / Twice Weekly Testing (BODs , TSSs , and Fecals.)

Customer Service - 1 (Sewer Smell 25th n.)

Locates - 7 Emergency Locates – 0

Hauling Sludge - 27 Loads (121,500 cal. / 9.5 dry tons.)

Lift Station Checking - Daily Action. (inspection / cleaning transducers)

Lift Station Wash down - 2 Plant Wash Down - 2 Headworks , Clarifiers , UV Bulbs.

Samples to Lab - 2 (Monthly Ammonia / 1st Quarter Digester.)

Pump / Blower Maint. – 2 (Greased / Belts / Filters / Tubing / Oil Change.)

Sink Hole Investigation – 1 (7th st nw. Monitoring.)

Main Repairs - 0

Equipment Cleanup - 1

Headworks Debris Removal – 4 Barrels Decanting Digester – Supernatant ran back through
Plant.

Training - All Crew Asbestos Awareness / Confined Space.

Larry K CDL Physicals.

Paul L

Treatment Plant Numbers – 6.16 Million Gallons. (Approx. 199,000 Gal / Day)

Other Activities –

Set Up New PH Meter In Lab.

2019 Lab Accreditation Renewal Sent In.

Replaced Burnt Out Light Bulbs Throughout Lab & Plant.

Replaced Bad Ballast In RAS / WAS Electrical Room.

Jetted Line on 25th nw.

New Fuel Tank For Generator Installed.

McDonalds Station Power Fail. (Bad Phase Monitor.)

Main Computer Backup Weekly.

Annual Fire Extinguisher Recertification.

Office Organization & Cleanup.

City of Long Beach Activities Report

March 2019

Water Dept.

Call Outs - 2 (Water Plant, turn on.)

Meetings - 7 (2) Staff / G&O Comp Plan / Evergreen Rural Water / Contractors / Planner / Developers.

Safety Meetings - 1 (Asbestos Awareness / Confined Space Awareness.)

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Called Locates / Reviewing Comp Plan.

Customer Service - 7

Locates - 16

Emergency Locates – 1 (County DPW 67th Stump Grinding.)

Re-reads - 5

Install New Meters - 5

Meter Reinstall – 0

New Service Investigations – 5

Valve Investigation - 1

New Service Prep – 5

Valve Can Raising - 1

Meter Removal – 1

Meter Repairs - 6

Hydrant Maint. – 2

Shut Off's - 6

Emergency Shut Offs – 1

Turn On's - 3

Res. Checking - 2

Res. Maint. – 0

Leak Repairs - 1 (1611 Blvd s.)

Leak Investigations - 1

Equipment Cleanup - 7

System Samples - Weekly entire system.

Samples to Lab - 2

Training - All Crew (Asbestos Awareness / Confined Space Awareness.)

Larry K. CDL Physicals.

Paul L.

Treatment Plant Numbers - 12,767,000 Gallons. (Approx, 412,000 Gal. / Day)

Other Activities –

Reading Meters. (Long Beach.)

Mapping System.

Recertifying All City Fire Extinguishers.

Graveled Road Cuts.

Replacing Remote Read Meters. Transfer site / Rodeo Grounds.

Town Cleanup. (Trash)

Posting Hydrant Flushing Notices.

Water Comp Plan Review.

WTP Circuit Board Replacement.

Moving Service on 44th sw.

Festival Meetings Clam Fest / Loyalty Days Parade / Surf Perch.

Parks - Streets - Storm Water March Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays

Street Sweeping

Backpack blowing of sidewalks and brick parks

Boardwalk and dune trail maintenance

Thursdays

Mowing the mini parks and ball fields

Daily

Restroom maintenance

Garbage maintenance

Festivals / Events /set up and tear down

Training

Asbestos and confined space training for the crew

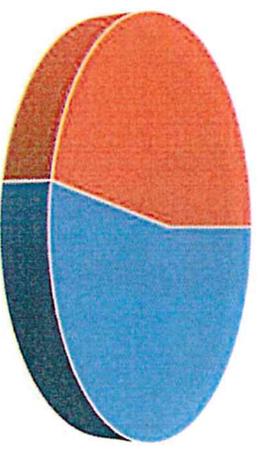
1. Pressure washing sidewalks and planters
2. Painting curbs and parking stalls
3. Cold patch pot hole maintenance
4. Sign maintenance Washington Ave
5. Poured sidewalk west side of fire hall
6. Fertilized Stanley field Culbertson field and all the mini parks
7. Charged the drinking fountains

8. Swept off the entire discovery trail
9. Put out the wind shelters and barbeques on the beach
10. Boardwalk lighting maintenance

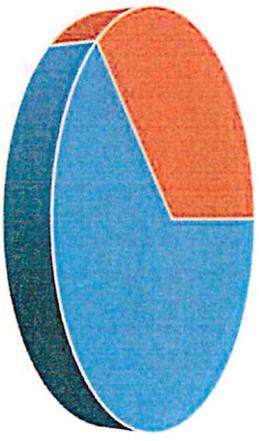
Feb-19

Fund	Revenue	Expense
General	80971.12	72104.61
Lodging	39013.69	22670.51
Water	143812.86	100926.4
Sewer	345888.76	153186.82
Stormwater	19891.83	39061.17

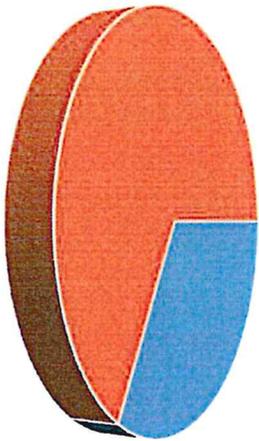
General



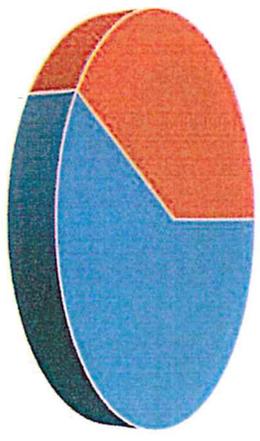
Lodging



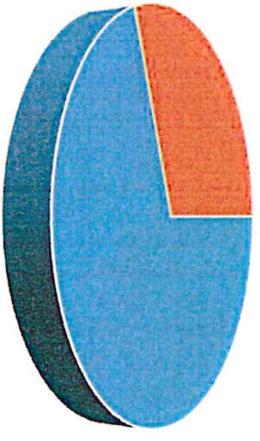
Stormwater



Water



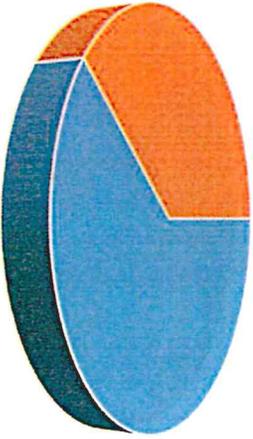
Sewer



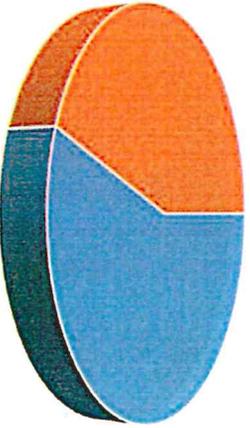
Mar-19

Fund	Revenue	Expense
General	113834.37	72247.3
Lodging	30111.87	84568.9
Water	152211.29	121319.31
Sewer	48187.05	79174.84
Stormwater	9226.58	12425.4

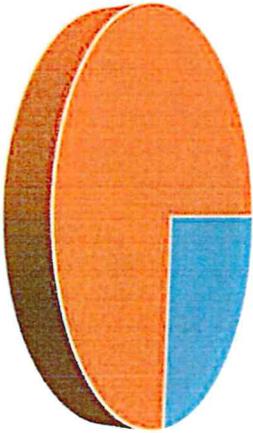
General



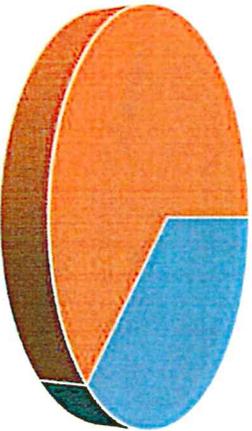
Water



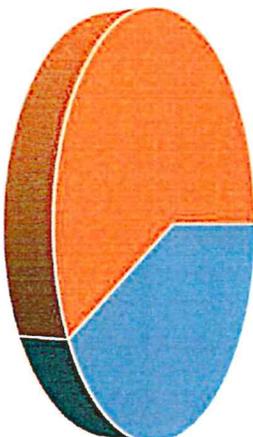
Lodging

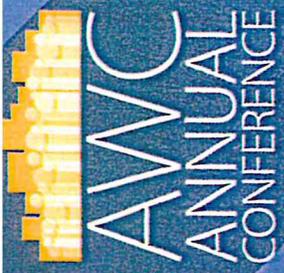


Sewer



Stormwater





AWC's Annual Conference offers a city-focused agenda, with general and concurrent sessions, networking opportunities, an exhibit hall, and social events designed to maximize the attendee experience. This conference offers educational, thought-provoking, and inspiring sessions about a wide variety of city issues.



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Return to your community with renewed ideas, insights, and contacts.

Who should attend?

- City councilmembers, mayors, managers and administrators, and department heads
- State agency, nonprofit, and business personnel with a close working relationship to city decision-makers

Conference highlights include:

- AWC Annual Business Meeting/your three voting delegates
- Parade of Flags
- AWC Fun Run & Walk
- General and concurrent sessions
- AWC Municipal Excellence Awards
- Mobile tours
- Networking receptions
- CQC Scholarships Luncheon
- Exhibit Hall

Visit wacities.org for topic & schedule updates!

Registration opens April 17.

*****AUTO** ALL FOR AADC 970

David Glasson
City Administrator
City of Long Beach
PO Box 310
Long Beach WA 98631-0310





Save the date!

Spokane | June 25-28, 2019

Registration opens April 17



Join us to mingle and learn at the largest gathering of city leaders in the state.

