



AGENDA – Tuesday, March 7, 2016

6:30 Council Workshop

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

6:30 p.m. WORKSHOP

WS 16-06

Council Projects

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

Call to order

Mayor Phillips, Council Member Linhart, Council Member Caldwell,

And roll call

Council Member Murry, Council Member Hanson and Council Member Kemmer.

PUBLIC COMMENT

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

CONSENT AGENDA – TAB A

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

- Minutes, February 16, 2016 City Council Meeting.
- Payment Approval List for Warrant Registers 56102-56125 & 79361-79450 for \$183,376.38
- **AB 16-08 Resolution 2016-03 – Software and Hardware allocation formula – TAB B**
- **AB 16-09 Special Use Permit 1601-01 – Fireworks Stand – TAB C**
- **AB 16-10 July 4th Fireworks Agreement – TAB D**
- **AB 16-11 longbeachwa.gov webpage update – TAB E**
- **AB 16-12 Dune to Pond Contract with WSDOT – TAB F**

BUSINESS

- **AB 16-13 Ordinance 927 – Abatement of Dangerous Buildings - TAB G**

CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- Long Beach Police Report for February 2016
- Sales & Lodging Tax Collections for February 2016
- Tourism and Events Department Staff report for January and February
- Workshop Schedule
- LBPVB Monthly Report for January 2016
- Correspondence – Loyalty Days Banquet Table reservations
- Correspondence – Grassroots Garbage Gang
- Business License – Pacific Coast Cabins, 111 Ocean Beach Blvd S
- Business License – Vernon Telen - Outside City Limits
- Business License – All Clean Housecleaning – 612 Pacific Ave N
- Business License – M. & C. Drywall Inc. - Outside City Limits
- Business License – Howl LLC – 1113 Pacific Ave South

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
March 21, 2016, April 4, 2016, April 18, 2016, May 2, 2016

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.



**CITY COUNCIL
WORKSHOP BILL**

WS 16-06

Meeting Date: March 7, 2016

AGENDA ITEM INFORMATION		
SUBJECT: Council Projects	<i>Originator:</i>	
	Mayor	JP
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A		
SUMMARY STATEMENT: The Mayor would like to identify projects for councilmembers to champion.		

TAB - A

LONG BEACH CITY COUNCIL MEETING

February 16, 2016

CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance and roll call.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Caldwell, C. Linhart, C. Kemmer, and C. Hanson present. C. Murry was absent.

PUBLIC COMMENT

No public comment.

CONSENT AGENDA

Minutes, February 1, 2016 City Council Meeting.

Payment Approval List for Warrant Registers 56068- 56101 & 79285 - 79360 for \$174,190.50

C. Linhart made the motion to correct the minutes and approve the consent agenda, C. Hanson seconded the motion. 4 Ayes, 1 Absent, motion passed.

BUSINESS

AB 16-07 Resolution 2016-02 – Insurance Allotment

David Glasson, City Administrator, presented the Agenda Bill. Long Beach doesn't have a formal policy regarding the allotment of insurance expenses. This Resolution establishes the policy that was incorporated into the 2016 budget. **C. Linhart made the motion to pass Resolution 2016-02. C. Hanson seconded the motion. 4 Ayes, 1 Absent, motion passed.**

EXECUTIVE SESSION

The Purpose of the Executive Session is addressed by RCW 42.30.110 (1)(f) To receive and evaluate complaints or charges brought against a public officer or employee. The expected time the executive session will end is 7:30 p.m. **C. Linhart made the motion to go into executive session; C. Hanson seconded the motion. 4 Ayes, 1 absent, motion passed.** The executive session started at 7:05 p.m. with the City Attorney also in attendance. **C. Linhart made the motion to adjourn the executive session; C Hanson seconded the motion. 4 Ayes, 1 Absent, motion passed.**

CORRESPONDENCE AND WRITTEN REPORTS

- Long Beach Police Report for January 2016
- Correspondence – Long Beach Merchants and Geocaching
- Correspondence – Razor Clam Festival
- Correspondence – WSDOT regarding Crosswalks
- Business License – REDDOGS Long Beach Tattoo, 600 Pacific Avenue South
- Business License – One LLC DBA One Grounds Management – Outside City Limits
- Business License – Parr and Parr Properties LLC – Outside City Limits

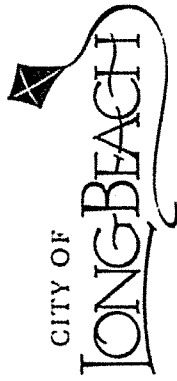
ADJOURNMENT

The Mayor adjourned the meeting at 7:28 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2016 - February - Second

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

Council Member	Council Member	Council Member	Clerk/Treasurer
Number	Name	Clearing Date	Amount
56102	Bell, Helen S	2/19/2016	\$1,347.43
56103	Binion, Jacob	2/19/2016	\$1,504.16
56104	Bonney, Matthew T	2/19/2016	\$1,595.22
56105	Booi, Kristopher A	2/19/2016	\$1,366.72
56106	Gilbertson, Bradley K	2/19/2016	\$1,493.45
56107	Goulter, John R.	2/19/2016	\$1,612.29
56108	Gray, Karen	2/19/2016	\$5.57
56109	Huff, Timothy M.	2/19/2016	\$1,499.07
56110	Luethe, Paul J	2/19/2016	\$1,424.06
56111	Mortenson, Tim	2/19/2016	\$2,147.25
56112	Padgett, Timothy J	2/19/2016	\$1,426.63
56113	Russum, Richard	2/19/2016	\$1,647.74
56114	Warner, Ralph D.	2/19/2016	\$2,261.16
56115	Wright, Flint R	2/19/2016	\$2,477.92
56116	Zuern, Donald D.	2/19/2016	\$2,055.26
56117	AFLAC	2/19/2016	\$357.78
56118	Association of WA Cities	2/19/2016	\$23,113.85
56119	City of Long Beach - Fica	2/19/2016	\$10,380.88
56120	City of Long Beach - FWH	2/19/2016	\$8,288.15
56121	Dept of Labor & Industries	2/19/2016	\$1,925.42
56122	Dept of Retirement Systems	2/19/2016	\$11,067.97
56123	Dept of Retirement Systems Def Comp	2/19/2016	\$1,425.00
56124	Massmutual Retirement Services	2/19/2016	\$650.00
56125	Teamsters Local #58	2/19/2016	\$190.00
79361	Meling, Casey	2/12/2016	\$64.00
79362	Wright, Flint	2/17/2016	\$179.99
79363	Padgett, Tim	2/18/2016	\$66.75
79364	Zuern, Donald	2/22/2016	\$168.00
79365	Russum, Rick	2/22/2016	\$428.28

Number	Name	Print Date	Clearing Date	Amount
79366	Tangly Cottage Garden	2/23/2016		\$945.47
79367	Glasson, David	2/23/2016		\$48.60
79368	Association of WA Cities	2/25/2016		\$701.76
79369	At&t Mobility	2/25/2016		\$100.72
79370	Beachdog.com Inc.	2/25/2016		\$17.00
79371	CenturyLink	2/25/2016		\$1,925.49
79372	Department of Licensing - Firearms Section	2/25/2016		\$21.00
79373	Galls, LLC	2/25/2016		\$72.86
79374	Grays Harbor County Sheriff	2/25/2016		\$32.59
79375	MAC TOOLS	2/25/2016		\$253.17
79376	Parker, Michael	2/25/2016		\$150.12
79377	Sign-One	2/25/2016		\$4,200.36
79378	Sirosh, E. Paul	2/25/2016		Void
79379	U.S. Cellular	2/25/2016		\$329.04
79380	Postmaster	2/29/2016		\$317.19
79381	Loyalty Days	2/29/2016		\$95.00
79382	All Safe Mini Storage	3/2/2016		\$190.00
79383	AlSCO-American Linen Div.	3/2/2016		\$126.94
79384	Archaeological Investigations Northwest, Inc.	3/2/2016		\$874.92
79385	Arts Auto Parts Inc.	3/2/2016		\$138.76
79386	Association of WA Cities	3/2/2016		\$705.00
79387	Astoria Janitor & Paper Supply	3/2/2016		\$589.41
79388	Backflow Management Inc	3/2/2016		\$1,500.00
79389	Beyond Uniforms & Apparel	3/2/2016		\$2,099.70
79390	Brat Wear	3/2/2016		\$468.39
79391	Cartomation, Inc	3/2/2016		\$500.00
79392	Chinook Observer	3/2/2016		\$192.84
79393	Correct Equipment	3/2/2016		\$92.28
79394	DAVIS WRIGHT TREMAINE LLP	3/2/2016		\$6,198.50
79395	Department of Licensing - Firearms Section	3/2/2016		\$18.00
79396	Ellyson, Sue	3/2/2016		\$49.99
79397	EverBank	3/2/2016		\$256.36
79398	First American Title	3/2/2016		\$89.69
79399	Ford Electric	3/2/2016		\$2,714.22
79400	Global Environmental Products	3/2/2016		\$3,570.44
79401	GRAINGER	3/2/2016		\$300.52
79402	H. D. FOWLER	3/2/2016		\$3,121.64
79403	K & L Supply, Inc.	3/2/2016		\$117.05
79404	L.N. Curtis & Sons	3/2/2016		\$235.20
79405	Lawson Products, Inc.	3/2/2016		\$617.90
79406	Loyalty Days	3/2/2016		\$440.00
79407	Measure-Tech, Inc.	3/2/2016		\$922.83
79408	Mullins, Duane	3/2/2016		\$280.00
79409	Myers, Ragan	3/2/2016		\$156.55
79410	North Coast Truck Parts	3/2/2016		\$430.00

Number	Name	Print Date	Clearing Date	Amount
79411	One Call Concepts, Inc.	3/2/2016		\$21.12
79412	Pacific Co. Dept. of Community Development	3/2/2016		\$3,075.00
79413	Pacific County Auditor	3/2/2016		\$66.00
79414	Pacific County Health & Human Services	3/2/2016		\$91.86
79415	Photo'neil	3/2/2016		\$859.84
79416	PND Engineers, Inc	3/2/2016		\$22,991.41
79417	Porter Foster Rorick LLP	3/2/2016		\$1,920.00
79418	Public Utility District 2	3/2/2016		\$2,008.53
79419	Quill Corporation	3/2/2016		\$364.07
79420	Snap ON Tools	3/2/2016		\$1,023.98
79421	Standard Insurance Co.	3/2/2016		\$1,855.97
79422	STAPLES ADVANTAGE	3/2/2016		\$80.83
79423	Tangly Cottage Garden	3/2/2016		\$566.58
79424	Universal Blower Pac, Inc	3/2/2016		\$601.53
79425	Unum Life Insurance	3/2/2016		\$71.70
79426	Usa Blue Book	3/2/2016		\$211.84
79427	Verizon Wireless	3/2/2016		\$120.03
79428	Vision Municipal Solutions	3/2/2016		\$12,359.57
79429	Wadsworth Electric	3/2/2016		\$1,843.19
79430	Wilcox & Flegel Oil Co.	3/2/2016		\$1,813.51
79431	Zep Manufacturing CO	3/2/2016		\$518.43
79432	Aiken, James	3/2/2016		\$23.75
79433	Bardonski, Cory	3/2/2016		\$11.88
79434	Bonney, Matt	3/2/2016		\$11.88
79435	Nagy, Brandon	3/2/2016		\$71.25
79436	Phillips, John	3/2/2016		\$59.38
79437	Williams, David	3/2/2016		\$106.88
79438	Chinook Observer	3/4/2016		\$57.20
79439	Englund Marine Supply	3/4/2016		\$3,109.20
79440	GRANGER	3/4/2016		\$79.61
79441	Mortenson, Tim	3/4/2016		\$339.99
79442	Oman & Son Builders	3/4/2016		\$284.08
79443	Pacific Art & Office Supply	3/4/2016		\$51.35
79444	Pells Floor Covering	3/4/2016		\$971.10
79445	Peninsula Sanitation	3/4/2016		\$2,806.26
79446	Penoyar, William	3/4/2016		\$1,000.00
79447	Sid's Iga	3/4/2016		\$21.23
79448	SUNSET AUTO PARTS, INC	3/4/2016		\$336.09
79449	Wilcox & Flegel Oil Co.	3/4/2016		\$2,499.52
79450	Zee Medical Service Co.	3/4/2016		\$693.24
		Total	Check	\$183,376.38
		Grand Total		\$183,376.38

TAB - B



**CITY COUNCIL
AGENDA BILL
AB 16-08**

Meeting Date: March 7, 2016

AGENDA ITEM INFORMATION		
SUBJECT: Resolution 2016-03 software and hardware allotment	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: The Washington State Auditor's office identified that the city of Long Beach doesn't have a formal policy regarding the allotment of software and hardware expenses. This Resolution establishes a fair policy.		
RECOMMENDED ACTION: <i>Pass Resolution 2016-03</i>		

Vision Bill:

\$12,359.57

Program	Water			Sewer		Storm		Police		Streets		Current Expense		Lodging Tax		003 Capital		105 Capital	
		53%		38%		8%													
Utilities		21%		15%		3%		13%		3%		26%		8%		8%		1%	
Cash Management		24%		21%		2%		30%		4%		13%		5%		0%		2%	
Payroll		21%		14%		4%		10%		3%		28%		9%		10%		1%	
Financials																			
Licenses												100%							
Fixed Assets		20%		11%		4%		5%		3%		32%		11%		14%		0%	
Average		23.15%		16.60%		3.55%		9.63%		2.15%		33.23%		5.53%		5.44%		0.72%	

Program	Water			Sewer			Storm			Police			Streets			Current Expense			Lodging Tax			003 Capital			105 Capital		
Utilities	\$ 6,600.53			\$ 4,726.83			\$ 1,032.21			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
Cash Management	\$ 2,656.46			\$ 1,902.36			\$ 415.42			\$ 1,664.27			\$ 419.47			\$ 3,212.67			\$ 944.84			\$ 993.67			\$ 150.41		
Payroll	\$ 2,928.41			\$ 2,607.02			\$ 220.71			\$ 3,651.20			\$ 484.02			\$ 1,579.66			\$ 642.97			\$ -			\$ 245.58		
Financials	\$ 2,561.68			\$ 1,692.57			\$ 453.19			\$ 1,230.40			\$ 376.95			\$ 3,520.51			\$ 1,124.67			\$ 1,297.09			\$ 102.51		
Licenses	\$ -			\$ -			\$ -			\$ -			\$ -			\$ 12,359.57			\$ -			\$ -			\$ -		
Fixed Assets	\$ 2,422.65			\$ 1,384.81			\$ 508.60			\$ 593.93			\$ 314.57			\$ 3,972.09			\$ 1,388.48			\$ 1,742.19			\$ 32.26		
Bill Breakdown:	\$ 2,861.62			\$ 2,052.27			\$ 438.36			\$ 1,189.97			\$ 265.83			\$ 4,107.42			\$ 683.49			\$ 672.16			\$ 88.46		

Total Pay & Benefits	\$ 578,000	\$ 514,566	\$ 43,563	\$ 720,662	\$ 95,535	\$ 311,788	\$ 126,908	\$ -	\$ 48,471
Total Expenditures	\$1,516,805	\$1,051,198	\$ 240,650	\$ 950,818	\$ 217,434	\$ 1,851,022	\$ 664,960	\$ 675,118	\$ 60,971
Total Revenues	\$1,510,086	\$1,081,416	\$ 236,152	\$ 946,070	\$ 238,451	\$ 1,826,270	\$ 537,100	\$ 564,862	\$ 85,500
Expenditures - pay	\$ 938,805	\$ 536,632	\$ 197,087	\$ 230,156	\$ 121,899	\$ 1,539,234	\$ 538,052	\$ 675,118	\$ 12,500

Utility Percentages	53%	38%	8%						
Revenue Percentages	21%	15%	3%	13%	3%	26%	8%	8%	1%
Payroll Percentages	24%	21%	2%	30%	4%	13%	5%	0%	2%
Financial Percentages	21%	14%	4%	10%	3%	28%	9%	10%	1%

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 16-09**

Meeting Date: March 7, 2016

AGENDA ITEM INFORMATION

SUBJECT: Special Use
Permit SUP 1601-01

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

GB

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

COST: N/A

Water/Wastewater Supervisor

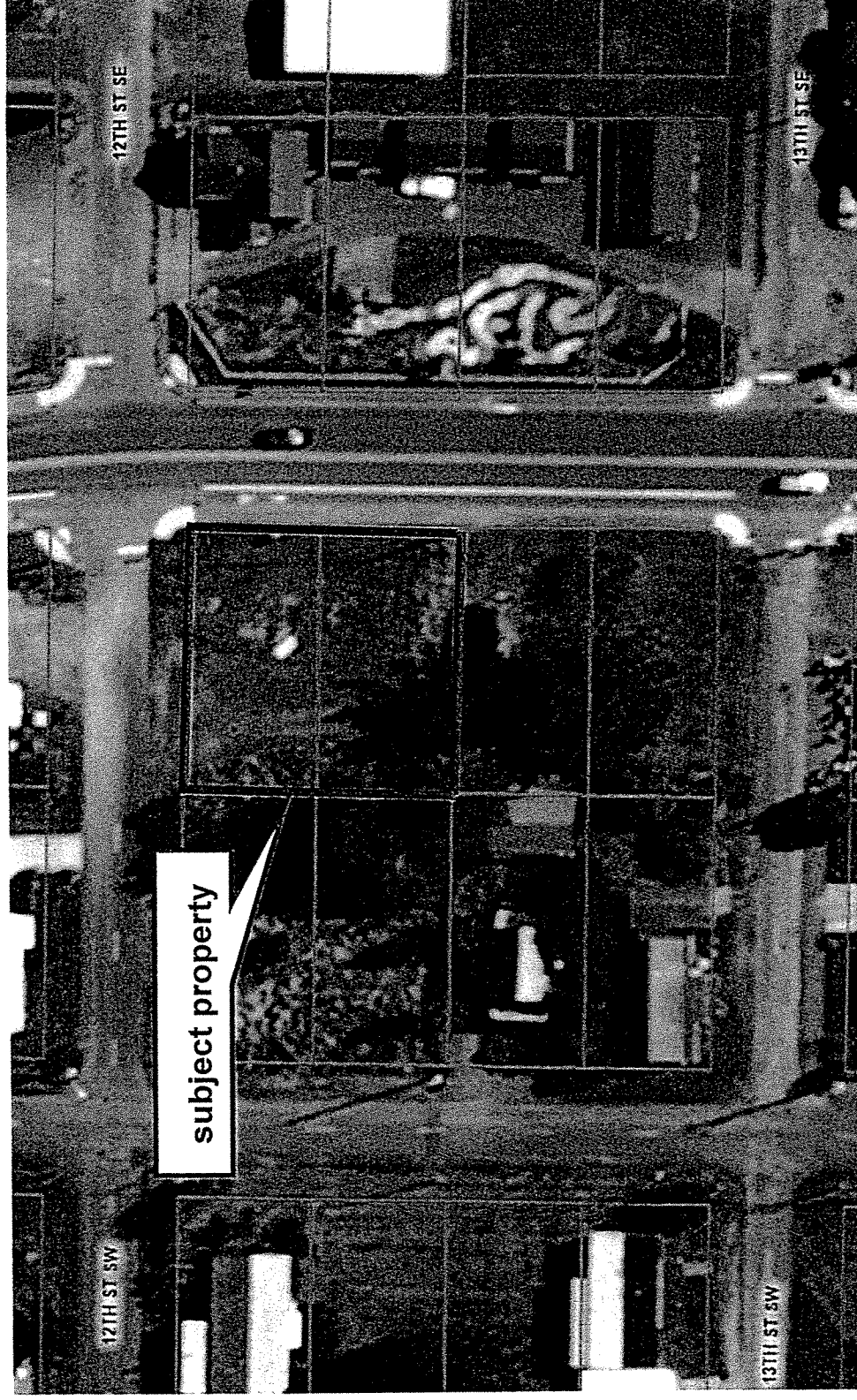
Other:

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

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

This is the first fireworks store request of 2016.

RECOMMENDED ACTION: *Conditionally Approve SUP 2016-01 with the conditions identified by staff.*



Case No. SUP 2016-01

Location Map

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

**FIREWORKS SUPERSTORE
PO BOX 1081
PHILOMATH, OR 97370
541 738-6981
WA UBI# 603 0770 424**

*Recd
2/22/16*

City of Long Beach
Gayle Borchard
PO Box 310
Long Beach, WA 96831

2/18/16

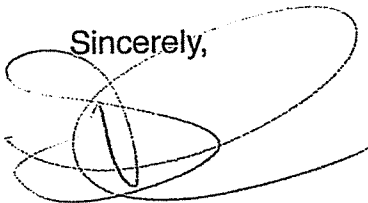
Dear Gayle,

I would like to request a Special Use Permit for the sale of consumer fireworks for the 4th of July (June 28 thru July 5) and the New Year (December 27 thru December 31). The stand location is 101 12th SW.

Submitted are the following documents:

2016 Washington Fireworks License
2016 City of Long Beach business license
Washington Resellers Permit
Letter of Authorization from landlord
Certificate of Liability Insurance, naming the City of Long Beach addition insured

Sincerely,

A handwritten signature in black ink, appearing to be "Don Lee", written over the word "Sincerely,".

Don Lee



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
CONSUMER FIREWORKS RETAIL SALES STAND LICENSE

16-0045

Stand Number: SN-10138

Licensee Data

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

Operational Data

Wholesaler: Jake's Fireworks
County of Operation: Pacific
Operated For: **Licensee**
Stand Operated By: Don Lee

Date of Issue: January 19, 2016

Date of Expiration: January 31, 2017

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

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



STATE OF
WASHINGTON

BUSINESS LICENSE

Sole Proprietorship

DON ALAN LEE
FIREWORKS SUPERSTORE
101 12TH SW
LONG BEACH WA 98631

Unified Business ID #: 603 077 424
Business ID #: 1
Location: 2
Expires: 02-28-2017

TAX REGISTRATION

CITY LICENSES/REGISTRATIONS:
LONG BEACH GENERAL BUSINESS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



STATE OF
WASHINGTON

RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

Issued to:

603 077 424
LEE DON A
FIREWORKS SUPERSTORE
PO BOX 1081
PHILOMATH OR 97370 1081

Permit Number: A22 5141 17

Effective Date: 01-14-2013

Expiration Date: 01-13-2017

Business Activities:

ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT
TOBACCO STORES) (PT)

This permit can be used to purchase:

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer, and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

This permit cannot be used to purchase:

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
 - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
 - May result in this permit being revoked

Notes (optional): _____

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.

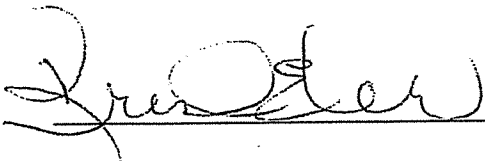
Reseller: Keep this original permit on file. Provide copies to sellers from which you make purchases.

LETTER OF AUTHORIZATION

City of Long Beach
115 Bolstad West
P.O. Box 310
Long Beach, WA 98631

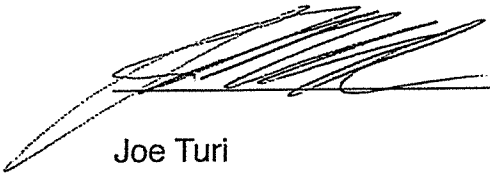
To Whom It May Concern,

Kristi Eler / Joe Turi grants permission to Fireworks Superstore/ Don Lee, to occupy Pacific County parcel # 73026060007, Seaview 060 07, Lot 8, Township-Range-Section 1011222. Site address 101 12th SW. The occupancy term shall be from June 13 thru July 8, 2016 and December 20, 2016 thru January 4, 2017.



Kristi Eler

Dated: 2-3-15



Joe Turi

Dated: 2-3-15

CERTIFICATE OF LIABILITY INSURANCE

2/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No. Ext): 216-658-7100 FAX (A/C, No.): 216-658-7101 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER B: Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Maxum Indemnity Company	26743	INSURER B: Everest Indemnity Insurance Co.	10851	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 2567 Jake's Fireworks Inc. 1500 E 27th Terr. Pittsburg KS 66762															

COVERAGES

CERTIFICATE NUMBER: 847033728

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			SI8GL00320-161	2/15/2016	2/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EXC6018367	2/15/2016	2/15/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sales Location: 101 12th SW, Long Beach, WA 98631;
 Land Owner: Kristi Eler & Joe Turi, P.O. Box 341, Long Beach, WA 98631; City of Long Beach, P.O. Box 310, Long Beach, WA 98631;
 Term: February 15, 2016 through February 14, 2017
 The Certificate Holder and the above listed are Additional Insureds with respects to General Liability policy as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Fireworks Superstore
 Don Lee
 P.O. Box 1081
 Philomath OR 97370

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



TAB - D



**CITY COUNCIL
AGENDA BILL
AB 16-10**

Meeting Date: March 7, 2016

AGENDA ITEM INFORMATION

***SUBJECT: Fireworks
contract for 2016***

Originator:

Mayor

City Council

City Administrator

DG

City Attorney

City Clerk

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Tourism and Events Coordinator

COST: \$18,000

Water/Wastewater Supervisor

Other:

SUMMARY STATEMENT: Staff believes the city has had excellent service and a great service in the past and feels the city should move forward with this purchase.

RECOMMENDED ACTION: Approve and authorize the Mayor to sign.



February 25, 2016

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

Dear Dave,

Thank you for allowing Western Display Fireworks the opportunity to be a part of your upcoming celebration. It has been a pleasure working with you over the last several years and we are pleased to present our proposal for the 2016 Long Beach 4th of July fireworks display.

Please review the enclosed program and call us if you have any questions or if we can be of further assistance at this time. If the show is approved as written, please sign the enclosed Display Agreement and Purchase Order and return to Western by March 18th via fax, e-mail or in the envelope provided. This will allow us to then proceed with all other arrangements for your show.

We have also included a renewal Multi-Year Contract Addendum. This is an optional discount program that we offer to specially selected customers. It does not obligate you to do a display or to a particular budget, but does give Western the first right of refusal if you conduct a fireworks display in the next three years, in exchange for these discounts. Please also sign this contract and return a copy in addition to the 2016 display contract.

We appreciate your business and look forward to providing another spectacular fireworks display for your event.

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 Summary

City of Long Beach

Long Beach 4th of July

July 4, 2016

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
 - Complimentary products have been included in your display for signing the enclosed renewal Multi-Year Contract Addendum. These items include (8) spectacular 24-100 count multi-shot boxes.
- Provide all necessary mortars and firing equipment required to pre-load and fire the display



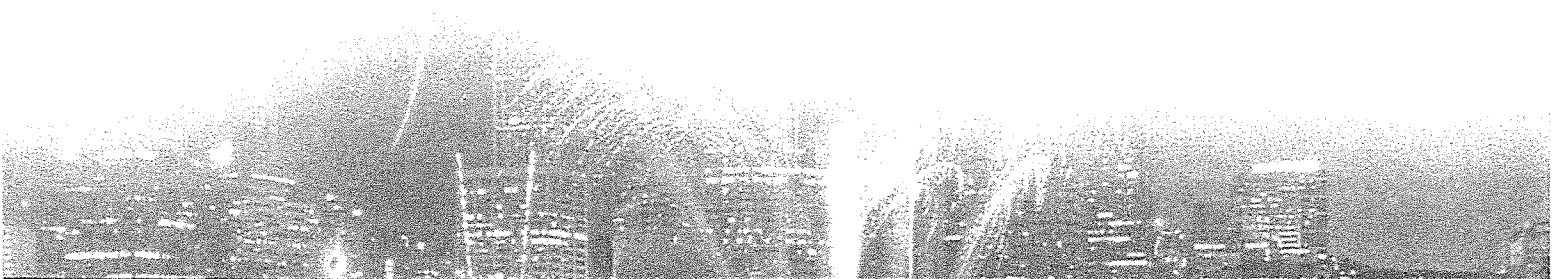
p.o. box 932 • canby • oregon 97013 • office 503.656.1999 • fax 503.656.6628 • info@westerndisplay.com

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 16-5075

Quantity	Description
2	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)
1	4" (36) Sunny Meteor Assortment Package 4" Red & Green Peony w/Silver Tail (2ea) 4" Half Red & Half Blue Chrysanthemum (2ea) 4" Red to Blue Peony w/Strobe Pistil (2ea) 4" Christmas Dahlia (assorted dahlia) w/Silver Tail (2ea) 4" Lemon & Purple Dahlia (2ea) 4" Glitter Coconut (2ea) 4" Red & Blue Peony to White Strobe w/Tail (2ea) 4" Red & Spangle (2ea) 4" Red & Green Dahlia Ring w/Tail (2ea) 4" Variegated Color w/Tail (2ea) 4" Crackling Willow Flower w/Strobe Pistil (2ea) 4" Green & Purple & Gold Strobe (2ea) 4" Silver Brocade w/Green Strobe Pistil w/Tail (2ea) 4" Super Gold Brocade to Red w/Tail (2ea) 4" White Strobe Flitter & Blue w/Tail (2ea) 4" Green Strobe Glitter & Blue w/Glitter Tail (2ea) 4" Orange to Popping Flower w/Silver Tail (2ea) 4" Charcoal Crackling Chrysanthemum & Red w/Tail (2ea)



WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 16-5075

Quantity	Description
1	5" (18) Sunny Assortment Package A 2016 5" Red & Green Glitter w/Tail (2ea) 5" Purple to Crackling Willow w/Tail (2ea) 5" Gold Wave to Purple Chrysanthemum (2ea) 5" Crackling Chrysanthemum & Green w/Tail (2ea) 5" Silver to Purple Crossette w/Tail (2ea) 5" Red,Blue to Brocade Ring w/Tail (2ea) 5" Charcoal Chrysanthemum & Blue w/Tail (2ea) 5" Variegated Color w/Tail (2ea) 5" Green Strobe Flitter & Purple w/Tail (2ea)
1	5" (18) Sunny Assortment Package B 2016 5" Orange to Blue Peony (2ea) 5" Blue Octopus w/Silver Tail (2ea) 5" Bowtie Ring w/Silver Tail (2ea) 5" Green & Purple Dahlia w/Tail (2ea) 5" Red & Blue Double Ring (2ea) 5" Red & Blue to Crackling Tail w/Tail (2ea) 5" Variegated Color w/Tail (2ea) 5" Variegated Peony w/Silver Palm W/Tail (2ea) 5" Silver Brocade to Red Strobe w/Tail (2ea)
2	5" (18) Sunny Assortment Package V25 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

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 16-5075

Quantity	Description
1	2.5" (25 Shot) Fanned Tourbillion Night: Red Diamond Screamer Mine, Golden Whirl w/ Report Mine...
1	2.5" (30 Shot) Fanned Long Golden Tail & Golden Rain Bombard (Long Duration)
1	2.5" (25 Shot) Diamond Screamer: Red Star Mine + Twilight Glitter to Red Comet, Green Star Mine + Silver Coconut Comet, Multi-Color Star Mine + Crackling Comet, Multi-Color Star Mine + Diamond Screamer
1	3" (25 Shot) Assorted Shells w/ Tail
1	3" (25 Shot) Fanned Polar Light: Twilight Glitter w/ Silver Tail, Silver Cascade w/ Silver Tail, Golden Rain Peony w/ Silver Tail, Multi-Color w/ Silver Tail
1	4" (5) Blue w/Purple & Green Sun & Palm Core w/Tail
1	4" (5) Gold Crackling Palm w/Tail
1	5" (3) Twinkling Kamuro Crown to White Strobe
1	5" (3) Variegated Tip w/Silver Strobe Willow w/Gold Tail
1	GRAND FINALE 1
2	2.5" (36 Shot) Red Strobe / Blue Magic Peony / Titanium Salute
1	3" (24 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail
1	GRAND FINALE 2
2	2.5" (36 Shot) Red Magic Peony / Blue Crackling Flower / Titanium Salute w/ Tails
2	3" (24 Shot) Fanned Red Shiny Peony / Blue Shiny Peony / Titanium Salute
1	GRAND FINALE 3
3	3" (10) Crackling Coconut / Titanium Salute
2	4" (5) Red & Blue & White Strobe Trail / Artillery Titanium w/Silver Tail
2	5" (3) Red - Blue Silver Crackling Spider w/Whistle
1	MISC SUPPLIES
10	20 Minute Fusee w/ Handle
30	Match Fuse for Packing - By the Foot
8	Earplugs
8	Safety Glasses
2	Foil - Small
2	1" x 60yd Masking Tape - Roll
2	Rubber Bands (Bag of 350)



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: In accordance with NFPA 1123 Outdoor Display of Fireworks 2010 Edition (National Fire Protection Association) 4-1.1.1, Sponsor has consulted with the Authority Having Jurisdiction to determine the level of fire protection required to provide adequate fire protection for the Display and Western agrees that such consultation was accomplished and the level of fire protection is adequate for the size of show this Agreement outlines. It is further agreed that in accordance with NFPA 1123 4-1.2, Sponsor shall provide an adequate number of monitors whose sole duty shall be the enforcement of crowd control located around the Display area during the Display and until the discharge site has been inspected by Western's pyrotechnic operator 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

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.

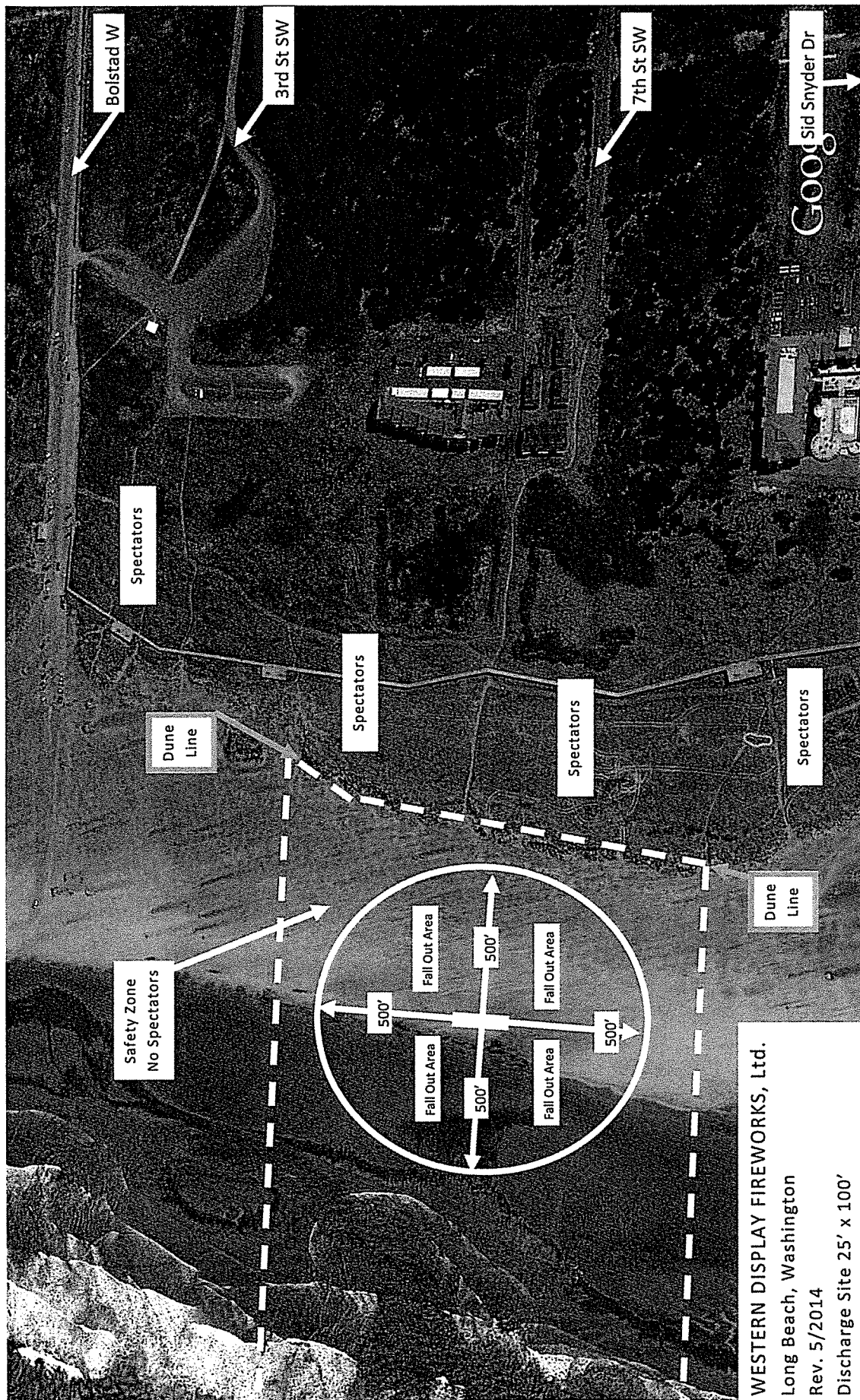
The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before March 18, 2016.

Sponsor

Western Display Fireworks, Ltd.

By: _____
Its: _____
Date: _____

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



WESTERN DISPLAY FIREWORKS, Ltd.
Long Beach, Washington
Rev. 5/2014
Discharge Site 25' x 100'

TAB - E



**CITY COUNCIL
AGENDA BILL**

AB 16-11

Meeting Date: March 7, 2016

AGENDA ITEM INFORMATION

***SUBJECT: Update the
city web page***

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Tourism and Events Coordinator

Water/Wastewater Supervisor

Other:

DG

COST: \$1,900

SUMMARY STATEMENT: Staff believes the city has had excellent service and a great service in the past and feels the city should move forward with this purchase.

RECOMMENDED ACTION: Approve and authorize the Mayor to sign.

Web Development Proposal: LongBeachWa.gov

beachdog.com March, 2016

PROJECT

The existing site is outdated in terms of responsiveness (aka mobile-friendly), design aspects, and some software updates. During an overhaul to bring these items current, it would be wise to look at all the content, ensuring everything is up-to-date and there are no broken links to off-site pages, images, etc..

These are all things important in respect to the site's rank in Google and the other search engines. As longbeachwa.gov is driving a notable stream of traffic to funbeach.com, it makes good sense to maximize your investment in the Visitors Bureau website by keeping this stream strong.

- Redesign site with a new look and feel, taking advantage of changes in dominant monitor resolution, browser and code since your original site build (Custom Theme Development)
- Make the site responsive (mobile friendly) so it presents well on a variety of phone, tablet and desktop configurations (Install responsive, aka mobile-friendly, Parent Theme)
- Develop fully-responsive Child Theme (the look and feel of your site)
- Install suite of beachdog-approved functional plug-ins (forms, slideshows, pop-up photos, etc.)
- Social Media integration of Facebook, YouTube, Twitter, Google+, Instagram, etc. into the site. (as requested)
- Update content and photos
- Fix any broken links to images, downloads, pages, and outside sites
- Provide training for self-editing of the site; 45-minute training session for up to three people, in our office.
- Employ best practices for CSS, javascript, HTML and PHP
- Optimize site for speed
- Provide options for
 - Ongoing Site Maintenance
 - Google Analytics
 - Search Engine Audit, Optimization and Marketing
 - Social Media Marketing
 - Additional Training

PROCESS

On receipt of signed agreement and 50% down payment, the **design phase** of your project begins. Typically, you can expect to see a first draft of your new site design within 10 business days of your start date. This phase can take anywhere from a few days to a month or more, depending on the number of changes you require from the first draft.

Once the design approval is given, two things happen: 1) the design phase ends, which means future changes to the overall look and feel of the site may incur extra fees (which will be discussed in advance, of course) and 2) the **build phase** begins. For the size of your site, expect this to take two weeks.

The speed at which the site develops will be driven by the speed with which you can give us the needed content. *If we are in possession of all content on the start date*, most sites are ready for launch within 2-3 weeks.

Once you **approve of every aspect** of the fully built site, the website goes live (aka launched) and the balance is billed.

Our goal is to navigate through these steps with a communicative, fun, and sensible approach. We want to work with you to build the website you need in a way that fits your budget and time constraints. Please feel completely comfortable at every step of the way to be totally candid about your needs and preferences.

TIMELINE

We schedule your design start date when a signed agreement and down payment are received.

Content will be

Before your project start date, you assemble all of the site content and approve or change the site outline. ***All design source files should be in our hands by this date.***

While we are frequently able to go faster, you should plan on 4-6 weeks from your ready date to launch. We will make every attempt to schedule your project to start as soon after your ready date as possible and to progress quickly to the finish line. You can help by responding to requests quickly and ensuring we have all the images, text, etc. needed to complete your site.

FEES

AS OUTLINED UNDER PROJECT, ABOVE \$1900.

OPTIONAL SERVICES

Please refer to the attached Website Services pdf for our menu of offerings in each of the following arenas. Choose your preferred option and note the price below. To decline service, simply note \$0.00.

ONGOING SITE MAINTENANCE \$

GOOGLE ANALYTICS \$

SOCIAL MEDIA MARKETING \$

ADDITIONAL TRAINING \$

SEARCH ENGINE AUDIT, OPTIMIZATION AND/OR MARKETING \$

ESTIMATE TOTAL

SUBTOTAL FOR FEES \$

SUBTOTAL FOR OPTIONAL SERVICES \$

TOTAL ESTIMATE \$

DOWNPAYMENT (50%) \$

PROVIDED BY YOU

- **Point person** to work with us, approving changes and providing new material.
- **Any required login credentials.** Typically, this would include access to your existing site and domain registrar. It might also include your online reservations an/or PayPal.
- **List of email forwarders and/or accounts** to be set up, along with any preferred passwords. For example, we could set up an address to deliver mail to your existing email address OR set it up as a mailbox in its own right that you would log into online or set up using Outlook or some other local software. **Please advise.**
- **Content (text & photos)** for site pages.
- **Optional: Key phrase list.** We will get the best result for the top six, so prioritize your list. OR, we can pull this from your site content based on frequency of use.
- **Fee:** Down payment of 50% the total estimate of is due to start work. Balance due at site launch, net-15.

TO BEGIN WORK

- Review the above and attached documents describing optional services.
- Please, ask any questions you may have!
- Respond regarding any areas on this document noted in red.
- Sign the enclosed Hosting Terms of Service.
- Sign:

This is to verify that I, representing the below named client, have the authority to enter into this contract, have thoroughly reviewed and approved the project materials described above and attached. I agree to the terms and conditions stated. I am the person with the final decision-making authority on all phases of this project. I further acknowledge that any mistakes or preference changes may alter the delivery date and/or incur further costs. My final payment will serve as my approval of the completed work, upon receipt of which beachdog.com, Inc. transfers all rights to the client.

 Signature

Title, if applicable

Date

- Complete and/or verify your business information, below.

Business Name		
Mailing Address		
Physical Address		
Owner or Manager Name(s)		
Other(s) Authorized to incur charges or make changes		
Business Phone	Cell	Fax
Email Address(es) currently in use		
Email FORWARDERS you would like set up: For example webmaster@yourdomain.com → webmaster@beachdog.com		
Email BOXES you would like set up: For example webmaster@yourdomain.com with password 49843jaIKlsd23		
Domain Registrar with login credentials		
Tell us the name of your current hosting company and give username/passwords for FTP, CPANEL or whatever you have to connect		
Other logins (online reservations, PayPal, etc.)		

➤ Submit payment.

DOWN PAYMENT

☐ Check enclosed.

☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Amount:

Card Number:

Exp (mm/yy):

CCV:

\$

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Name on Card				
Address on card:		City:	State:	Zip:
Signature				

RETURN DOWNPAYMENT AND ONE COPY OF ALL PAGES TO

beachdog.com PO Box 954 or 1517 Pacific Ave N in Long Beach, WA 98631

or FAX 360.642.4435

or Scan/Photograph and email to webmaster@beachdog.com

If you prefer, we are happy to set up a DropBox for exchanging files, or you can send a CD or thumb drive.

QUESTIONS

Please contact me personally:

Keleigh Schwartz Office: woof@beachdog.com

Office: 360.642.4431

Please be advised I do not always answer texts quickly! Texts: 360.244.2116

After Hours (911 issues): Call 360.244.2116

..... Thank you for the opportunity to work with you on this project!

TAB — F



**CITY COUNCIL
AGENDA BILL**

AB 16-12

Meeting Date: March 7, 2016

AGENDA ITEM INFORMATION

**SUBJECT: Dune to Pond
Contracting Authority via
Resolution 2016-04**

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

GB

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Tourism and Events Coordinator

COST: N/A

Water/Wastewater Supervisor

Other:

SUMMARY STATEMENT: *in order to investigate, permit, and design the Dune to Pond Trail, the City must enter into several agreements with the Washington State Department of Transportation. This Resolution would authorize the Mayor to execute agreements on behalf of the City with the Washington State Department of Transportation.*

RECOMMENDED ACTION: *Adopt resolution 2016-14 and authorize the Mayor to sign all necessary agreements with the Washington State Department of Transportation.*

**CITY OF LONG BEACH
RESOLUTION NO. 2016-04**

**A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A LOCAL AGENCY AGREEMENT AND PROJECT
PROSPECTUS WITH THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION FOR FUNDING OF THE DUNE TO POND TRAIL**

WHEREAS, the City of Long Beach intends to plan, design, permit, and construct approximately 4,000 linear feet of new trail with financing from the Federal Highway administration via the Washington State Department of Transportation; and

WHEREAS, the City wishes to engage with the Washington State Department of Transportation to develop this project via a Local Agency Agreement and Local Agency Federal Aid Project Prospectus, attached hereto and incorporated herein by this reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that the Council does the following:

1. Resolves that the Mayor is authorized to sign the Local Agency Agreement and Local Agency Federal Aid Project Prospectus attached hereto and incorporated herein by this reference.

Adopted and effective this 7th day of March 2016.

Ayes

Nays

Absent

Abstentions

Jerry Phillips, Mayor

ATTEST:

Helen Bell, Clerk



**Washington State
Department of Transportation**

Agency City of Long Beach

Address 115 Bolstad West
PO Box 310
Long Beach, WA 98631

Local Agency Agreement

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Dune to Pond Trail

Length 0.9 mile

Termini Long Beach Boardwalk to Culbertson Park Pond

Description of Work

Design and construction of an accessible non-motorized trail, 10' wide with 2' shoulders, or on minimum 5' city standard sidewalks. The trail would extend from the City's Boardwalk to 3rd St South, along 3rd St South to Culbertson Park, and skirting Culbertson Park to its pond. An additional spur would connect the pond around the north side of the park to Washington Av North.

Project Agreement End Date June 30, 2016

Claiming Indirect Cost Rate

Proposed Advertisement Date

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other Consultant	57803	7803	50000
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	57,803.00	7,803.00	50,000.00
Right of Way	f. Agency	0	0	0
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other Contractor			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	57,803.00	7,803.00	50,000.00

Agency Official

By Jerry Phillips

Title Mayor

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ at \$ per month for months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

March 7 , 2016 , Resolution/Ordinance No. 2016-04

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

None.



Prefix	Route	()
Federal Aid Project Number		
Local Agency Project Number		(WSDOT Use Only)
Date		
DUNS Number	024684466	
Federal Employer Tax ID Number	91-6001455	

Agency City of Long Beach, Washington	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Dune to Pond Trail		Start Latitude <u>N 46-20-58.96</u> End Latitude <u>N 46-21-01.15</u>
		Start Longitude <u>W 124-03-45.94</u> End Longitude <u>W 124-02-59.21</u>
Project Termini From – To Long Beach Boardwalk to Culbertson Park Pond		Nearest City Name Long Beach
		Project Zip Code (+ 4) 98631-3784
Begin Mile Post varies	End Mile Post varies	Length of Project 0.9 mile
		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Route ID	Begin Mile Point	End Mile Point
		City Number 0690
		County Number 25
		County Name Pacific
WSDOT Region SW	Legislative District(s) 19	Congressional District(s) 3
		Urban Area Number N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	57,800	7,800	50,000	January 2016
R/W	0	0	0	N/A
Const.	162,200	21,900	140,300	July 2016
Total	220,000	29,700	190,300	

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width N/A	Number of Lanes N/A
No trail exists within the project limits, except its intersection with the City's Boardwalk and Discovery Trail.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) Design and construction of an accessible non-motorized trail, 10' wide with 2' shoulders, or on minimum 5' city standard sidewalks. The trail would extend from the City's Boardwalk to 3 rd St South, along 3 rd St South to Culbertson Park, and skirting Culbertson Park to its pond. An additional spur would connect the pond around the north side of the park to Washington Av North. Typical trail, sidewalk, and curb and gutter cross sections are attached.

Local Agency Contact Person Gayle Borchard	Title Director, Community Development	Phone 360.642.4421
Mailing Address PO Box 310	City Long Beach	State WA
		Zip Code 98631

By _____	Approving Authority _____
Title _____	Date _____

Agency City of Long Beach, Washington	Project Title Dune to Pond Trail	Date
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Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width N/A
<input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Railroad <input type="checkbox"/> Bridge	<input checked="" type="checkbox"/> Path / Trail <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> Parking	<input type="checkbox"/> 3-R <input type="checkbox"/> 2-R <input type="checkbox"/> Other	Number of Lanes N/A

Geometric Design Data			
Description	Through Route	Crossroad	
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
		<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	
Posted Speed			
Design Speed			
Existing ADT			
Design Year ADT			
Design Year			
Design Hourly Volume (DHV)			

Performance of Work		
Preliminary Engineering Will Be Performed By TBD	Others 100 %	Agency 0 %
Construction Will Be Performed By TBD	Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations Wetlands present in the alignment will be board-walked using pin piles with no fill. Tree thinning and limbing is required along about 400 linear feet of the alignment.
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Agency City of Long Beach, Washington	Project Title Dune to Pond Trail	Date
--	-------------------------------------	------

Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
--	--	--

Utilities

<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<h2>Railroad</h2> <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract
--	---

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

One overhead utility pole will be relocated about five feet (5').

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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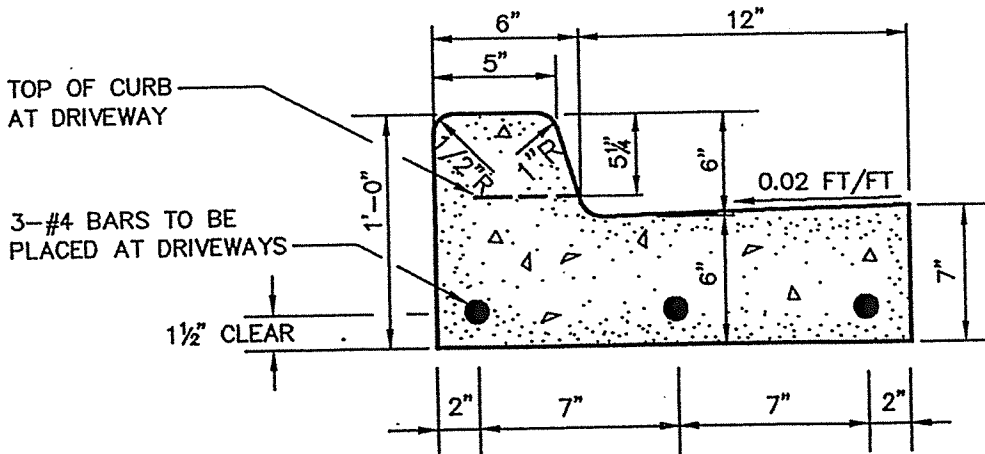
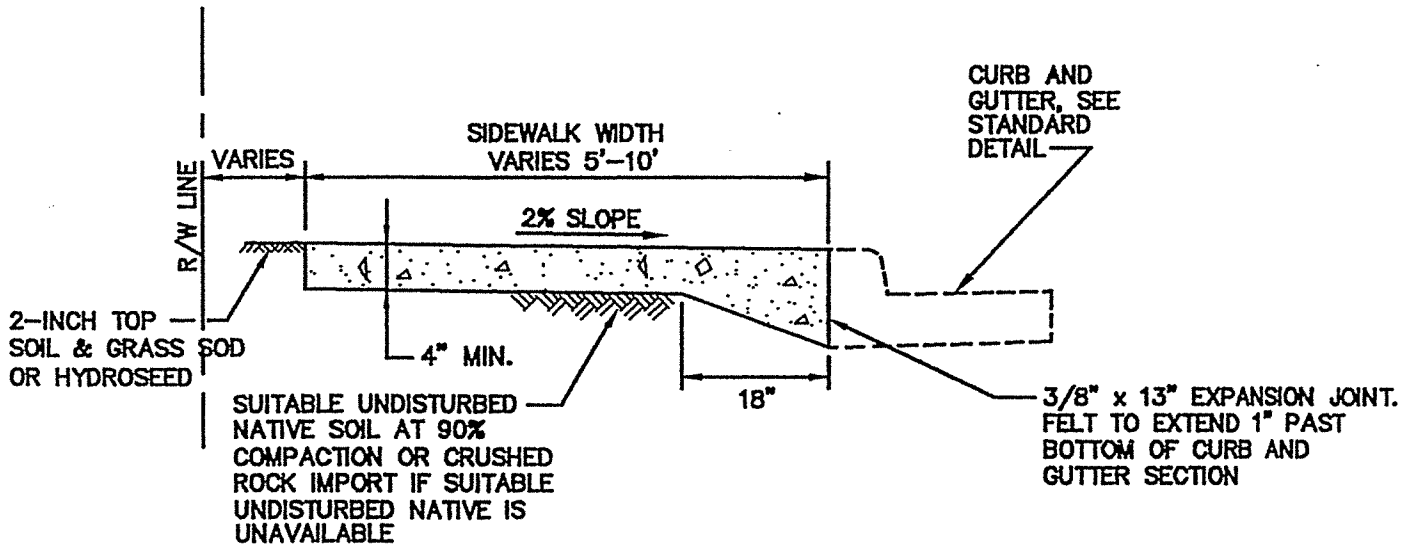
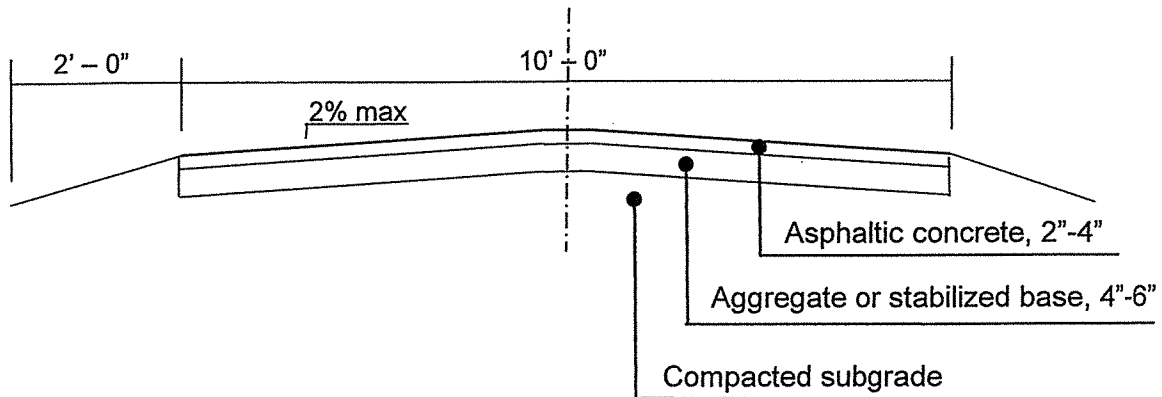
Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or its designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Long Beach, Washington

Date _____

By _____
Mayor



Typical Sections:
Trail
Sidewalk
Curb & Gutter

TAB – G



**CITY COUNCIL
AGENDA BILL**

AB 16-13

Meeting Date: March 7, 2016

AGENDA ITEM INFORMATION		
SUBJECT: Ordinance No. 927 Adopting Chapter 10-6 of the Long Beach Municipal Code, Relating to the Abatement of Unfit Dwellings, Buildings, and Structures	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	GB
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Tourism and Events Coordinator	
	COST: N/A	Water/Wastewater Supervisor
Other:		
SUMMARY STATEMENT: <i>With the advice of counsel, staff is asking for some tools to facilitate abatement of certain nuisance structures and to establish a process that provides due process to property owners. The ordinance was prepared by legal counsel.</i>		
RECOMMENDED ACTION: <i>Pass Ordinance No. 927.</i>		

ORDINANCE No. 927

AN ORDINANCE OF THE CITY OF LONG BEACH, PACIFIC COUNTY, WASHINGTON, ADOPTING CHAPTER 10-6 OF THE LONG BEACH MUNICIPAL CODE, RELATING TO THE ABATEMENT OF UNFIT DWELLINGS, BUILDINGS, AND STRUCTURES AS AUTHORIZED BY CHAPTER 35.80 RCW, AND AMENDING CHAPTER 1-8 OF THE LONG BEACH MUNICIPAL CODE, RELATING TO THE POWERS OF THE HEARING EXAMINER, AND PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT.

WHEREAS, the City Council finds that there are, within the city of Long Beach, dwellings and other buildings, structures, and premises or portions thereof that are unfit for human habitation and that are unfit for other uses due to dilapidation; disrepair; structural defects; defects increasing the hazards of fire, accidents, or other calamities; inadequate drainage; overcrowding; or other similar conditions contrary to the health and welfare of the City's residents; and

WHEREAS, members of the community and members of the City Council have, on behalf of themselves, other individuals, and the City as a whole, shared urgent concerns regarding the detrimental effects on public health, safety, and welfare stemming from unsanitary, deteriorating, and abandoned dwellings, buildings, structures, and premises within the City; and

WHEREAS, such dwellings, buildings, structures, and premises are dangerous to occupants and others; threaten the public health, safety, and welfare of the City's residents and visitors; attract and harbor vagrants and criminals; offend public values; violate City code provisions related to health, land use, zoning, building, and the environment; lower the value of neighboring properties; contribute to neighborhood or community deterioration; and hamper community and economic development; and

WHEREAS, owners of such properties are often unwilling or unable to correct such conditions, and it is in the interest of the community for the City to intervene and correct, repair, or remove such dwellings, buildings, structures, and conditions in a timely manner; and

WHEREAS, Chapter 35.80 RCW provides enforcement standards and procedures and authorizes the City to adopt ordinances that will enable the City to address such conditions promptly, fairly, effectively, and with substantial assurance that costs incurred by the City to abate such conditions could be recovered; and

WHEREAS, it is in the best interests of the City to implement the process and acquire the powers authorized by Chapter 35.80 RCW to address conditions and violations that render buildings and other premises in the City unfit for human habitation and other uses; and

WHEREAS, the State of Washington finds that these are purposes for which public money may be expended and authorizes local governments to adopt certain specific regulations for the purpose of abating such buildings, structures, and conditions, expending public funds to do so, and recovering such funds through various means; and

WHEREAS, the provisions stated below conform to the authority granted by Chapter 35.80 RCW.

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

Section 1. Findings

A new section is added to the Long Beach Municipal Code to read as follows:

10-6-1: Findings.

It is found that there exist in the city of Long Beach, dwellings and other buildings, structures, and premises that are unfit for human habitation and that are unfit for other uses due to dilapidation; disrepair; structural defects; defects increasing the hazards of fire, accidents, or other calamities; inadequate drainage; overcrowding; or other conditions contrary to the health and welfare of the City's residents. It is the intent of this chapter to incorporate the provisions of chapter 35.80 RCW to clarify and strengthen the City's procedures for abating such unsafe or unfit dwellings, buildings, structures, or premises.

Section 2. Designation of Authority

A new section is added to the Long Beach Municipal Code to read as follows:

10-6-2: Designation of Authority

- A. The community development director, or his or her designee, shall have the full scope of authority granted to the public officer under chapter 35.80 RCW and this chapter.
- B. The hearing examiner is designated as the City's appeals commission and shall have the full scope of authority granted to that commission under chapter 35.80 RCW.

Section 3. Declaring a building or premises unfit for human habitation or other use

A new section is added to the Long Beach Municipal Code to read as follows:

10-6-3: Declaring a building or premises unfit for human habitation or other use

- A. The community development director or designee has the authority to determine that a dwelling, building, structure, or premises or portions thereof is unfit for human habitation or other use if the community development director finds that conditions exist that are potentially dangerous or injurious to the health or safety of the occupants, the occupants of neighboring dwellings or structures, or other residents of the city of Long Beach.
- B. A dwelling, building, structure, or premises or portions thereof is potentially dangerous or injurious when one or more of the following conditions exist:
 - 1. it is vacant for an extended period, generally in excess of six (6) months, and persistently or repeatedly becomes unprotected or unsecured;

2. it has conditions that pose a hazard or attractive nuisance, such as but not limited to sink holes; exposed underground vaults, pipes, or wires; trenches; unstable slopes; or hazardous materials;
3. it is currently or frequently occupied by unauthorized persons for illegal purposes;
4. the owner or occupant(s) of the structure has not provided minimum safeguards to protect or warn occupants in the event of fire;
5. it contains unsafe equipment, as determined by the community development director or designee;
6. it has inadequate drainage, severe uncleanliness, overcrowding, or inadequate ventilation, light, or sanitary facilities; or
7. it is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that it presents a danger of structural collapse or a hazard of fire or accident.

Section 4. Procedure to abate unsafe or unfit structures or premises

A new section is added to the Long Beach Municipal Code to read as follows:

10-6-4: Procedure to abate unsafe or unfit structures or premises

- A. The community development director or designee shall have the power to investigate property conditions in the city and to enter upon premises, with consent of the occupant, for the purpose of making examinations when the community development director or designee has reasonable grounds for believing a dwelling, building, structure, or premises are unfit for human habitation or for other use; provided, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession. In the event that entry is denied or resisted, the community development director or designee has the power to seek an order from a court of competent jurisdiction that authorizes entry, as provided in RCW 35.80.030(3).
- B. Upon making a determination that a dwelling, building, structure, or premises is unfit, the community development director or designee shall, as outlined in RCW 35.80.030(1)(c), serve the complaint and set a hearing to be held before the community development director at a specified time and place, between ten and thirty days of service of the complaint. A copy of the complaint shall also be filed with the Pacific County Auditor.
- C. All persons having any interest in the subject property shall have the right to file an answer to the complaint and to appear in person or by representative and give testimony at the time and place fixed in the complaint. At the hearing, the community development director shall have the authority to administer oaths and affirmations,

examine witnesses, and receive evidence. The rules of evidence shall not apply in hearings before the community development director.

- D. In determining the fitness of a dwelling, building, structure, or premises, the community development director shall reference Titles 5, 10, 11, or 12 LBMC, the building code, the fire code, or any other pertinent provisions, in accordance with RCW 35.80.030(1)(d) and (e). As set forth in RCW 35.80.030(1)(f), upon entering a finding that a dwelling, building, structure, or premises is unfit, the community development director shall state in writing his or her findings of fact in support of such determination, and shall issue and cause to be served upon the owner or party in interest thereof, and shall post in a conspicuous place on the property, an order that: (a) requires the owner or party in interest, within the time specified in the order, to repair, alter, or improve such dwelling, building, structure, or premises to render it fit for human habitation; and/or (b) to vacate and close the dwelling, building, structure, or premises, if such course of action is deemed proper; and/or (c) requires the owner or party in interest, within the time specified in the order, to remove or demolish such dwelling, building, structure, or premises, if such course of action is deemed proper.
- E. If no appeal is filed pursuant to subsection F, a copy of the community development director's order shall be filed with the Pacific County Auditor.
- F. The community development director's order may be appealed to the hearing examiner by filing a notice of appeal with the community development director within thirty (30) calendar days of the date of the order.
- G. All matters submitted to the hearing examiner must be resolved within sixty (60) days from the date of filing therewith, and a transcript of the hearing examiner's findings of fact shall be made available to the owner or other party in interest upon demand.
- H. Any person affected by a final order issued by the hearing examiner to repair, alter, improve, vacate, close, remove, and/or demolish a dwelling, building, structure, or premises may petition to the Pacific County Superior Court as provided in RCW 35.80.030(2).

Section 5. Corrective Action

A new section is added to the Long Beach Municipal Code to read as follows:

10-6-5: Corrective Action

- A. If the owner or party in interest, following exhaustion of his or her rights to appeal, fails to comply with the order to repair, alter, improve, vacate, close, remove, and/or demolish the dwelling, building, structure, or premises, the community development director or designee may direct or cause such dwelling, building, structure, or premises to be repaired, altered, improved, vacated, closed, removed, and/or demolished.

- B. Whenever a building or premises is found to be unsafe or unfit and the cost of demolition or other abatement must be incurred by the city, there shall be charged against the property the costs of all administrative proceedings before the community development director and the hearing examiner including, but not limited to, salaries, wages, benefits, material, equipment rental, and other expenses incurred for inspecting, conducting hearing, or otherwise determining the status of the property.
- C. In accordance with RCW 35.80.030(1)(h), the cost of abatement by the city shall be assessed against the real property upon which such cost was incurred, which assessment the county treasurer shall enter upon the tax rolls against the property for the current year and to become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as is provided in RCW 84.56.020 for delinquent taxes, and when collected to be deposited to the credit of the City's general fund. The assessment shall constitute a lien against the property which shall be of equal rank with state, county, and municipal taxes.
- D. Materials from any dwelling, building, structure, or premises removed or demolished by the community development director or designee, shall, if possible, be salvaged and sold as if the materials were surplus property of the city, and the funds received from the sale shall be credited against the cost of the removal or demolition; and if any balance remains, it shall be paid to the parties entitled thereto, as determined by the community development director after deducting the costs incident thereto.

Section 6. Standards for repair or demolition

A new section is added to the Long Beach Municipal Code to read as follows:

10-6-6: Standards for repair or demolition

The following standards shall be followed in substance by the community development director and the hearing examiner in ordering repair, remediation, vacation, or demolition of dwellings, buildings, structures, or premises:

- A. If the dangerous or unfit dwelling, building, structure, or premises can reasonably be repaired or remedied so that it will no longer exist in violation of the terms of this chapter, it shall be ordered repaired or remedied.
- B. If the dangerous or unfit dwelling, building, structure, or premises cannot reasonably be repaired or remedied so that it will no longer exist in violation of the terms of this chapter, it shall be demolished.
- C. If the estimated cost of repairing the conditions causing a dangerous or unfit dwelling, building, or structure to be unsafe or unfit for human habitation or other use exceeds approximately fifty percent (50%) of the replacement value of a dwelling, building, or structure of similar size, design, type, and quality as determined by the Long Beach Building Inspector, it shall be demolished.

- D. If the dangerous or unfit dwelling, building, structure, or premises is or presents a fire hazard as determined by the Long Beach Building Inspector, it shall be demolished or abated, provided the fire hazard is not eliminated by the owner within a reasonable time as determined by the City.

Section 7. Other Powers Reserved

A new section is added to the Long Beach Municipal Code to read as follows:

10-6-7: Other Powers Reserved

Nothing in this chapter shall be construed to abrogate or impair the powers of the courts or of the City to enforce any provisions of its ordinances or regulations or to prevent or punish violations thereof; the powers conferred by this chapter shall be in addition and supplemental to the powers conferred by any other law. The provisions of this chapter shall not prevent the City or any other governmental unit from taking any action, summary or otherwise, necessary to eliminate or minimize imminent danger to the health or safety of any person or property.

Section 8. Hearing examiner's duties.

LBMC section 1-8-2 is hereby amended to read as follows:

1-8-2: Duties

The duties of the hearing examiner will be as follows:

- A. The hearing examiner shall conduct land use hearings for those actions identified in the zoning regulations including, but not limited to: variances, conditional use permits, rezones, shoreline substantial development permits, and long plats.
- B. The hearing examiner shall perform other duties as established by the City Council, including conducting appeals related to the summary abatement of unfit or dangerous buildings.
- ~~C.~~ B. The hearing examiner may establish rules of procedure for the hearing and will make the final decision consistent with applicable city, state, and federal land use laws and other applicable provisions.
- ~~D.~~ C. The hearing examiner will prepare written findings of fact and conclusions of law to support the decision. The written decision, supported by findings of fact and conclusions of law, will be mailed to the applicant and filed with the city within ten (10) working days from the date of the hearing, unless a different timeframe is explicitly stated elsewhere in this code.

Section 9. Appeal from a hearing examiner decision

LBMC section 1-8-3 is hereby amended to read as follows:

1-8-3: Appeal

Any party of record aggrieved by the decision of the hearing examiner shall have the right to appeal the decision to the Pacific County Superior Court. The appeal shall be in writing and delivered to city hall within twenty-one (21) calendar days of the hearing examiner's decision, unless a different timeframe is explicitly stated elsewhere in this code. No new evidence will be accepted by the Superior Court. The appeal is limited to the record presented to the hearing examiner.

Section 10. Severability

If any provision, section, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or circumstance is held invalid for any reason or is preempted by state or federal law or regulation, the remainder of the Ordinance or its application to other persons or circumstances shall not be affected.

Section 11. Publication and Effective Date.

A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall be in full force and effect five (5) days after its passage, approval, and publication in the manner required by law.

PASSED by the City Council of the City of Long Beach, Pacific County, Washington and approved by the Mayor at a regular open public meeting held on this 7th day of March, 2016.

AYES

NAYS

ABSENT

ABSTENTIONS

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk

TAB – H

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

03-01-16

Page 1 of 3

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for February 2016

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

Long Beach

650 Total Incidents

Aid Call Assists: 1

Alarms: 6

Animal Complaints: 3

Assaults: 4

Assists: 91

(Includes 3 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 8

Drug Inv.: 5

Fire Call Assists: 2

Follow Up: 138

Found/Lost Property: 11

Harassment: 13

Malicious Mischief: 5

MIP – Alcohol: 1

MIP – Tobacco: 0

Missing/Found Persons: 1

Prowler: 3

Runaway: 1

Security Checks: 201

Suspicious: 21

Thefts: 10

Traffic Accidents: 4

Traffic Complaints: 24

Traffic Tickets: 9

Traffic Warnings: 53

Trespass: 10

Warrant Contacts: 11

Welfare Checks: 13

Ilwaco

457 Total Incidents

Aid Call Assists: 3

Alarms: 1

Animal Complaints: 1

Assaults: 2

Assists: 64

Burglaries: 0

Disturbance: 6

Drug Inv.: 1

Fire Call Assists: 0

Follow Up: 88

Found/Lost Property: 3

Harassment: 6

Malicious Mischief: 0

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing/Found Persons: 1

Prowler: 1

Runaway: 0

Security Checks: 210

Suspicious: 13

Thefts: 1

Traffic Accidents: 3

Traffic Complaints: 9

Traffic Tickets: 3

Traffic Warnings: 21

Trespass: 11

Warrant Contacts: 5

Welfare Checks: 4

On the 2nd myself, and Officer Casey Meling, attended a training. The training dealt with the subject of understanding how adverse childhood experiences affect a child as they grow up. The training also dealt with building "community resilience". In other words we talked about how we, as a community, can help a child overcome the effects of these adverse experiences.

I met with staff from Washington State Parks on February 4th. Sheriff Johnson was there as well. We met to continue to discuss enforcement options for the upcoming July 4th celebrations.

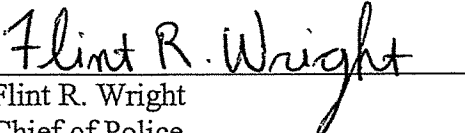
On February 5th Sergeant Jason Goodding of the Seaside Oregon Police Department was killed in the line of duty. Over the course of the next week Long Beach Police Officers volunteered their time to stand guard over Sergeant Goodding's body as it lay in the mortuary in Seaside. Other departments from around the states of Washington and Oregon also helped with this. Officer Mike Parker represented the department at the memorial service for Sergeant Goodding which was held on the 12th.

On February 10th and 11th Officer Mike Parker attended training. The class title was "The Bulletproof Warrior". The class was taught by Lieutenant Colonel Dave Grossman retired. He is one of the nation's foremost experts on the use of force and has been a professor at West Point. Some of the topics discussed included the following: the killing enabling process, identifying pre-attack cues, reading body language and understanding stress response. The idea of the training is to equip officers to win a violent confrontation physically, mentally and emotionally.

Half of the department received first aid training on the 20th. The rest of the department will receive the same training at a later time.

Officer Casey Meling attended training on the 25th. The title of the course was "Violent Intruder Preparation, Intervention and Response". Casey took the class to get information to help area schools train on how to react to an active shooter at an area school. Some of the topics covered were crime prevention through building design, understanding the mentality of a violent intruder to better understand what you are preparing to defend against and how to proactively respond to a violent offender. The days of teachers and students dying like lambs is coming to an end. This training is designed to empower teachers to defend against a violent intruder in the schools.

Officer Casey Meling received a thank you note for how he handled a call. A copy of the note is attached.


Flint R. Wright
Chief of Police

Flint Wright

From: Flint Wright
Sent: Thursday, February 11, 2016 10:46 AM
To: Casey Meling
Subject: FW: A job well done

Good Job Casey.

From: Natalie St. John [mailto:nstjohn@chinookobserver.com]
Sent: Thursday, February 11, 2016 10:17 AM
To: Flint Wright <lbpdchief@centurytel.net>; scott Johnson <sjohnson@co.pacific.wa.us>
Subject: A job well done

Hi Chief Wright and Sheriff Johnson,

Though I'm sending this from my work address, this isn't official business. This is regular old citizen Natalie talking.

I want to express my sincere appreciation to Casey Meling and Darree Smith for handling a difficult situation with courtesy and compassion. If it would be appropriate to put a copy of this note in each of their files, I'd appreciate you doing so.

Last night, an elderly woman whom I'd never met knocked on my door and asked to use my phone. She said she was sick, and wanted a friend who is a nurse to come get her. However, when I called, the person said they were not able to help her.

In the meantime, it became clear that the woman was suffering from severe dementia. She had apparently recently left a hospital, AMA, and wasn't taking her medications. I'm an EMT, but she wouldn't let me evaluate her. She wouldn't let me drive her to the emergency room. Her son, whom she lives with, came over to get her, but she refused to go with him, saying she didn't feel safe. She adamantly refused my offer to call an ambulance, because she was afraid police or EMS responders would beat her or throw her in jail. She kept saying she had friends nearby, but couldn't tell me anything about them.

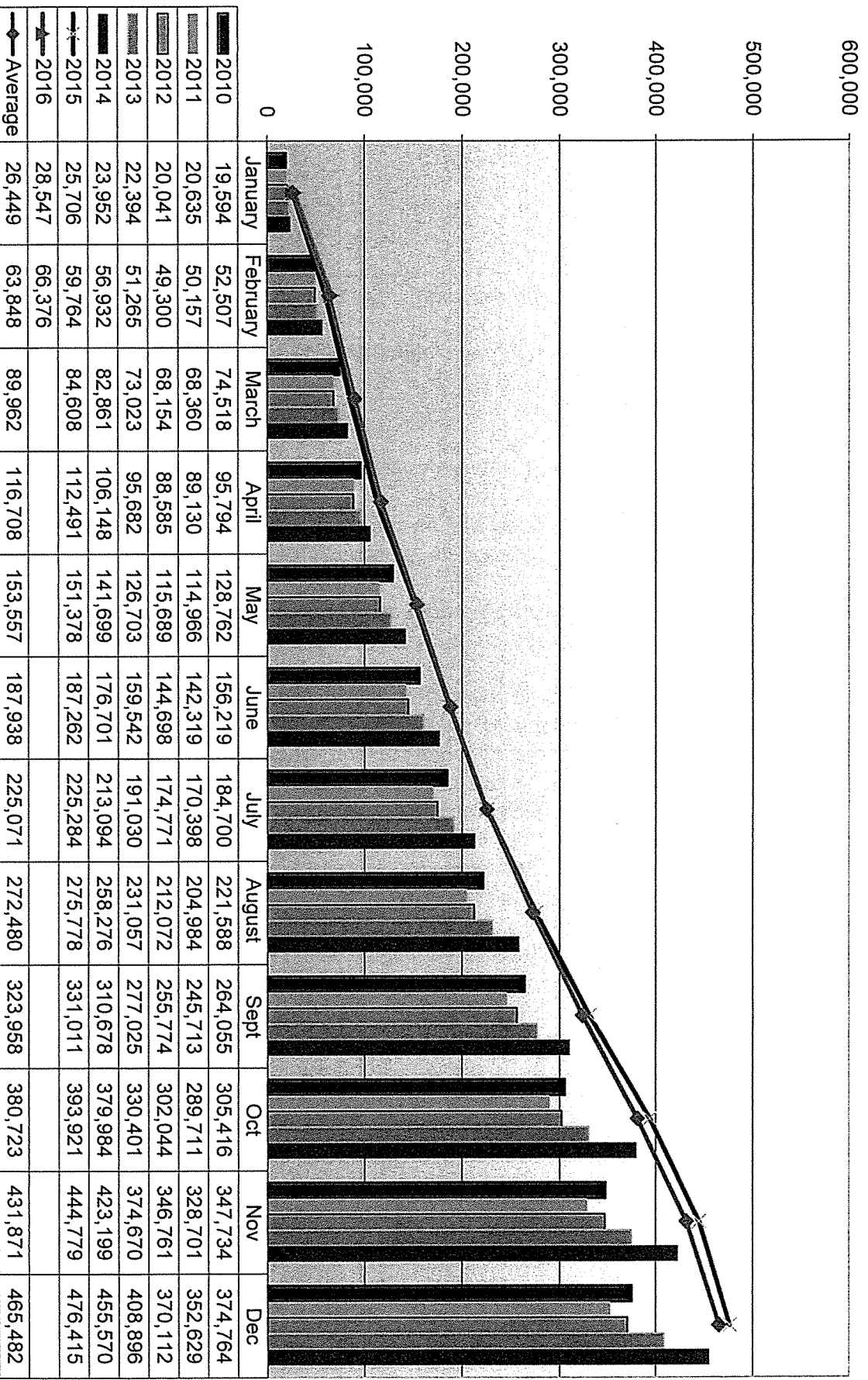
I was alone, and I couldn't even figure out if she was in any real type of danger. I finally went outside and called dispatch. Officer Meling and Deputy Smith responded quickly, and honored my request to have the officers approach the house discreetly.

When she realized I had called the police, she became very agitated and tried to leave without any real plan. Officer Meling and Deputy Smith could have gotten tough with her or just called Medix to cart her off against her will. Instead, they took the time to listen to her frustrations. They got her calm enough to figure out where the friends were, and since she wouldn't get in a car, they walked her over. She was unsteady and needed frequent rests, so the one-block walk took about 30 minutes. But they were extremely patient and courteous. They'll kill me for saying this, but the time they arrived at the friend's house, they had charmed her so much she was making plans to go on a "date" with them. Fortunately, the friends took her in for the night. Meling and Smith took the time to talk with the son, then went back to be sure the host couple were comfortable having her in their home.

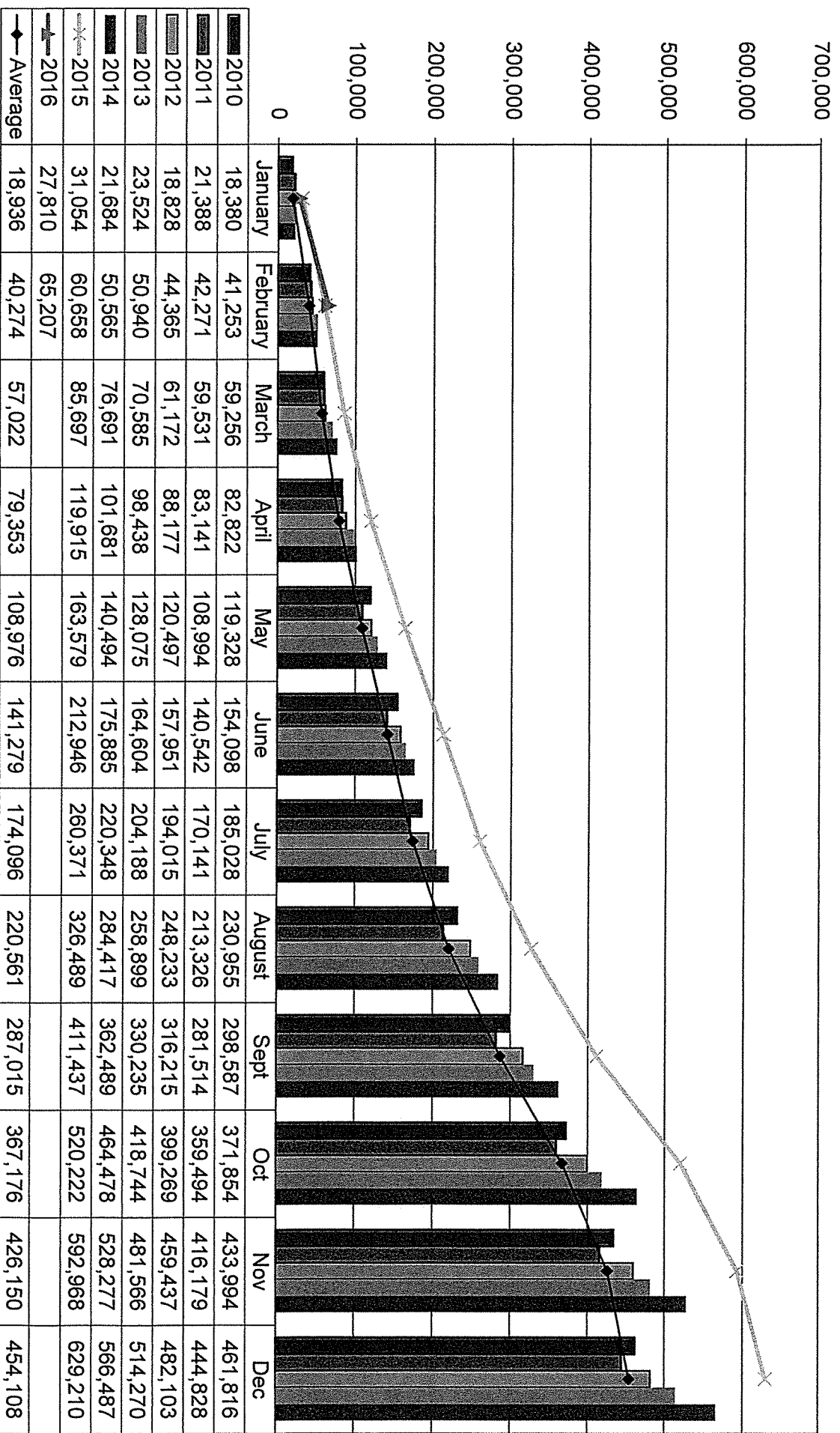
Thanks to their empathy and patience, they were able to find a resolution to confusing situation that could have ended with an old, sick lady wandering the streets late at night. It was the kind of community policing that is so valuable, but so hard for officers to do when there are so many demands on their time. They deserve recognition for taking the trouble to be kind to a tough customer.

Best regards,
Natalie

Sales Tax Collections



Lodging Tax Collections



2016 January Staff Report

Tourism & Events Department

Trolley:

- Planning tours on the trolley.
- Looking for trolley drivers for the trolley.
- Working with Sign 1 to get the trolley wrapped.
- Working with the VB and several other outlets to market and promote the use of the trolley.
- Working with Don Nisbett and Denny from Sign 1 regarding the wrap dimensions.
- Sent out letters to 4 different companies (small vessels) regarding the use of the trolley to visit the LCIC facility.
- Working with the festivals to arrange for trolley usage during the season.

Long Beach Package Travel:

- Working with beachdog to update website, sales sheets, business cards, ads for upcoming marketing usage, Facebook and social media promotions.
- Negotiated with Groups Today, Bus Tour Magazine, Serendipity Publications, and Courier for upcoming package travel print media and online marketing. We have also added an e-news blast to our program this year that will go out quarterly.
- Emailing tour operators requesting last minute appointments in Atlanta.
- Participating in last minute prep for the Washington Package Travel delegation (Chairman for that Delegation). We will be hosting an event for tour operators in Atlanta.
- Met with each hotelier to discuss partnerships for 2016 and group travel to Long Beach.
- Met with beachdog regarding Long Beach Package Travel branding & Convention needs.

Festivals and Events:

- Sent out Event Logistics Checklist to all festival heads.
- Promoting the Long Beach Peninsula Ambassador Training.
- Organizing and gathering information for the Ambassador Training.
- Sent the State Parks Beach permits to Washington State Parks with payment for events/festivals taking place on the beach.
- Met with Evergreen Septic regarding porta potties for festivals and events.
- Met with Holli at World Kite Museum regarding 2016 festivals and the Chinese dancers and drummers.

2016 February Staff Report

Tourism & Events Department

Trolley:

- Advertising for CDL Pax Endorsement Drivers
- Went on a test run with new driver.
- Scheduling Drivers to drive the trolley.
- Booking and marketing the trolley for groups
- Scheduling the trolley for groups, festivals
- Sent pictures out on Social Media regarding the new trolley wrap
- Contacted the newspaper and the Visitors Bureau to come out and take photos and a brief write up on the trolley.
- Gave information to the Visitors Bureau for Marketing the trolley on FUNBEACH.
- Cruise Ship Scheduling

Long Beach Package Travel / Cruise Ships:

- Corresponding with Tour Operators regarding upcoming trips to Long Beach in 2016
- Marketing to potential Tour Operators for potential and upcoming trips in 2017
- Sent letters via email to 4 cruise ship companies regarding shore excursion transportation
- Booking groups into Long Beach Hotels. Currently have 8 groups booked with rooms for 2016.
- Updated the website, social media, and distributed Gems of the Peninsula Profile Sheets and LBPT Sales Sheets
- Met with Kristina Renner from Best Western regarding rooms and groups.
- Called and discussed group Soft Adventure options with Highlife Adventures zip lining
- Working on an RFP to host the 2018 American Kite Association Annual Convention. (LEAD FROM NTA CONVENTION ATTENDANCE)
- Working on an RFP to host the 2018 Spotlight on the Northwest with Tour Operators interested in the PNW. (LEAD FROM NTA CONVENTION ATTENDANCE)
- All Advertising and Marketing aspects of Long Beach Package Travel: Print, Social Media, and Online media.
- Attended TREX16 in Atlanta Georgia and met with over 60 Tour Operators. Met with our Advertising Reps from Groups Today, Courier, and Serendipity Publications.
- Chaired the Washington State NTA Delegation for the 2nd year in a row.

Tentative Workshop Schedule

March 21 @ 5:30 - Grindline coming to talk SkatePark

April 4 @ 5:30 – Familiarization Tour – Cedars & Best Western

LBPVB –Monthly Destination Marketing Report Jan. 2016

Web Traffic: Visits -30,058. Unique Visitors – 20,588 (up 20% over month prior). Total hits – 90,281 New visitors-59.8% New blogs – 4

Social Media :

Facebook: * 8,740 likes as of 1.31.15. Increase of 214 in Jan. (biggest monthly increase)*

Top posts: 1. Eight days of clamming start Thursday 1.4.16 (25,812 reach)

2. Photos of seal pup on beach 1.14.16 (15,448 reach)

3. Month-long clam dig kicks off Feb. 4 (10,369 reach)

* **Notes:** We gained a lot of Facebook momentum with the late-December announcement that clam season was opening (50,000+ reached with one post). It seems to have re-energized our following; other, non-clam-related posts are seeing an uptick in views, so momentum is continuing. January's top posts reached twice as many people as the summer's top posts (whatever that's worth).

Twitter: * 933 followers as of 1.31.15

* Total January impressions: 20,800

- Dec: 26K

- Nov: 17.5k

- Oct: 21.2k

- Sept: 24.4k

- Aug: 21.4k

- July: 26.9k

- June: 8,122

- May: 6,282

- April: 10.8k

- March: 10.3k

Instagram: * 526 followers as of 1.31.16

- Increase of 29 in January (good)

- Other monthly gains:

- 22 in December

- 16 in November

- 11 in October

Periscope:* 5 followers added in Jan.

Consumer Direct E-Newsletter * Jan. e-news delivered to 12,472 contacts

- Opened by 17.94% in Jan. (14.78% in Dec.; 17.74% in Nov.)
- Clicked on by 23.41% in Jan. (14.78% in Dec.; 14.74% in Nov.)

Public Relations

Earned media: Peninsula Daily News & .com, Tacoma News Tribune, AAA Journey, Oregon Coast, OregonCoastMagazine.com, Glitta.tv, Outdoor Project, The Columbian, Newstribune.com, Beach Living Daily, Only in Your State, Seattle Met, Seattle Times x 2, The Fishing Report – News Tribune

Visitors Center – 874 visitors in Jan. This is the third highest Jan. ever and just 44 fewer than 2015, 29% over month prior.

Distribution - over 38,112 pieces

Tourism Metrics

Lodging tax collections reported for unincorporated Pacific County in Jan. 2016 are about the same as Jan. 2015.

Lodging tax collections reported for the City of Long Beach in Jan. are down 10% from Jan. of 2015. Jan. collections were still the second highest ever, 28% higher than collections for Jan. of 2014.

City of Ilwaco lodging tax collections reported in Jan. are nearly double collections for Jan. of 2015

Advertising

Placements have been negotiated and contracted for the following print and digital media:

Alaska Air	Freshwater News
Horizon Air	Scenic WA Travel Planner
Northwest Travel & Life	Scenic WA State Map
Oregon Coast Visitors Guide	Official Portland Visitors Guide
Experience WA	Travel Portland
Oregon Coast Magazine	TravelGuidesFree.com
Oregon Coast Mile-by-Mile	Sunset



P.O. Box 75
Long Beach, WA 98631

Dear Potential;

Loyalty Days Banquet Table Sponsors,

*Mayor Phillips &
Council City Admin's
David Glason*

The Loyalty Days Foundation is proud of our community's endeavor to maintain this patriotic event. In July 2016 the Board chose the theme for this year's, event which is "OUR GRAND OLD FLAG" commemorating the pride we have for the people serving our country.

The banquet will be held at the Elks Lodge in Long Beach, to ensure everyone great seating and participation. We will have live entertainment during the social hour which starts 5:00 P.M. to 6:00 P.M., directly followed by dinner and honors ceremony.

With supporters like you, this "Historically Rich Celebration of Patriotism" is a trademark for our region. We hope we will be able to count on your continued, support for this year's Honors Banquet scheduled for Saturday April 30th, 2016

Tables are available for sponsorship at \$225.00, and will afford you the opportunity to seat (6) at your table, including yourselves. This will enable us to seat (2) invited volunteers/quests at each table throughout the room. Your hospitality with visiting quests and generosity shown by the financial support has been essential to the success of this event. We will have tickets available for basket drawings, as well as opportunities for financial contributions for the legacy of Loyalty Days Foundation.

Planning is the most important part of any successful event, so we look forward to hearing from you in the near future. With limited space, and our community's pride, we have seen sponsor tables purchased quickly. To reserve your table today, please contact Bob and Judi Andrew by email at bjandrew@centurytel.net, or fax your response to 642-8004. You may also reach us by phone at (642-4441 Days- business phone) or 642-4218 Evenings).

Respectively Yours,

Bob & Judi Andrew

Bob and Judi Andrew
Loyalty Days Foundation

The first Community Beach Cleanup of the year was another success! What a great way to kick off 2016! Our volunteer count was up to 350 from just 250 the year before and we removed 6 TONS of debris off our beaches!

HUGE THANKS TO ALL WHO PITCHED IN!

Now's the time to mark your calendars, alert your friends, family and neighbors and share with everyone you know that our next organized cleanup is April 23rd, Saturday, 9:30am at all seven major beach approaches.

What a great way to celebrate Earth Day!

Many thanks to Marine Resources for the funding for this cleanup.

The next cleanup after that will be July 5th, which still needs funds for the dumpsters (approx \$6000) so if you know of anyone who would like to contribute, please send them our way. We really look forward to seeing you all there! You all know that after the 4th, the beach needs as much help as it can possibly get!

For three years in a row, our weather for the January cleanup was perfect! We feel very fortunate that the weather wasn't like the previous days. We enjoyed an overcast, mild day, really the best kind of cleanup weather. We are all grateful for the 350 + warm-hearted volunteers who gave their time and energy to make our beaches pristine once again! This January 24th marked our 42nd cleanup. Wowee, time flies! Fourteen years have flown by and over 300 tons of garbage have been removed from our beaches! Wowzers! Now, that is something to celebrate ... 300+ tons less in our ocean! Wow!

We can never offer enough thanks to those several businesses and organizations that contribute to our cleanups on a regular basis: Okie's Thriftway Market, Jack's Country Store, Long Beach Coffee Roasters, great day café. As always, special thanks to the Chinook Observer for helping to spread the word with announcements and articles, and to the Ohana Media Group and KMUN for their radio announcements that reach so many. An extra-special thanks to those businesses who advertised the cleanup in print, on their reader boards, or displayed our banners: Chinook Observer, Bank of the Pacific, Raymond Federal Credit Union, Box K Auto, BeachDog, Sid's, Pioneer Market, Peninsula Sr. Activity Center, Taft Plumbing - THANK YOU, EVERYONE! This advertising is so crucial to our success.

Our VERY special thanks to our dozens of key volunteers who come and clean, as well as the many who organize, put up posters, develop newsletters, write articles, make soup, set up, clean up, make amazing signs, put up those signs, make phone calls, answer emails, drive their trucks and collect bags, ham radio operators and all the other volunteers who worked very hard to make this cleanup such a success.

To the Truck Brigade, our Adopt-A-Beach Groups and Approach Coordinators - thank you for your ongoing commitment, enthusiasm and caring. So many new folks jumped in to help - You all rocked it! THANK YOU! The groups include the daily north-end crew, Surfside HOA, Ocean Park Neighbors, Life's a Beach, Grovers, Aubrey Freemantle, Ted Magnuson, Schroeders & Lorentes, Friends of WNWR, Marcia Romito, Long Beach Pack 29 Cub Scouts and Boy Scouts Troop 28, Lesley Ferguson's Good Earth Gardening, The Breakers, Peninsula Rotary, Ilwaco High School. Our Approach Coordinators this cleanup included: Kathleen Sayce, Gloria and Jim Buck, The Horlachers, Vicki Vanneman, Magen Michaud, Kelly Rupp & Bev Arnoldy, Lynn Raymer and Susie Dawson. The Trucks this cleanup were driven by Scott Cook & Bethany George, Houstys, Russ Lewis, Nick Michaud, Reinkes, David Town, and Dave Stephenson. The ham operators this cleanup were: Bob Cline, Ed Archer, Dan Dimick, Georgia Mourikis, Steve Linhart, Michael Carmel, Frank Wolfe, Steve Fiala, Jim King, Martin Halvorsen and John Williams. A special thanks to Jaysen of Northern Oyster Company along with his coworkers Anthony, Jose and Biande for helping to get things off the beach no one else could - and to Naselle Youth Camp for coming out to help too!

The beach clean up soup feed was as wonderful as ever. Everyone enjoyed warming up with delicious pea soup, chili and clam chowder after all their hard work. We so appreciate the talent of our soup-crafters Susan Clark, Steve Pollock and Gayle Borchard. Many thanks to Gayle for organizing the soup

feed event, the Shoalwater Birders for helping her, and Rita Nicely, too, as well as our thanks to the Peninsula Sr. Activity Center for sharing their warm and comfortable space and for their support!

What a difference each pair of hands made toward our clean beach. We hope everyone who participated enjoyed themselves and felt a great sense of satisfaction and connection to this community and beach. My apologies to those I've missed, and I know I've missed some important efforts - I'm sorry, but please know that I am forever grateful to you all. We could not have been so successful without you. My thanks to everyone for all you've done and continue to do by helping to keep our beaches and waters clean and safer for the birds, wildlife and us. We hope to see even more caring souls in April for our 43rd effort.

Shelly Pollock, Shelly@NWIFservices.com, 360-642-0033
Beach Cleanup organizer and very proud member of this community!

The GrassRoots Garbage Gang is a 501c3 not-for-profit group that cleans up the Peninsula beaches in South Pacific County, Washington. Each January, April and July hundreds of volunteers clean the Peninsula's 25-mile beach. Support comes from incredible volunteers, local businesses, City of Long Beach, Marine Resource Committee, Washington State Parks and many others.
For more information visit www.ourbeach.org

Report: AGY064P2
710-LBL BLSD020

State of Washington
Business Licensing Service
Agency Requirements Document (ARD)

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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: LLC

UBI Number : 603 250 552 001 0001
Application ID : 2016 057 4561
Application Received Date: 02 26 2016

Legal Entity Name : PACIFIC COAST CABINS LLC

Firm Name : PACIFIC COAST CABINS LLC

Fees: \$125.00
Expiration Date: 02 28 2017

Location Phone/FAX: (360) 244-0222 (000) 000-0000

Business Open Date: 11 01 2012

Email Address: oceanangels2@aol.com

Location Address : 111 OCEAN BEACH BLVD S
LONG BEACH WA 98631

Mail Addr: PO BOX 1224
WESTPORT WA 98595 1224

In City Limits: Y Number of employees at this location: 0

Number of rental units: 2

Product/serv Desc: Services WEEKEND VACATION RENTALS

Operator Comments:

Previous Business License: Y

Square Footage: 1,200

Applying as Non Profit Business: N

Conducting Business From Residence: N

Interior/Exterior Modifications: N

Haz/Flam Material: Y Smoke Detect/Fire Sprink, Compressed Gas

Additional Business Activities: Utility

Account Status: Pending Approval

Zoning	OTV 93	24 3/2/16	Fire	Date		
Building			Police	Date		
Finance			Planning	Date		
Comments:						

Report: AGY064P2
710-LBL BLS0020

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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Sole Proprietor
Legal Entity Name : VERNON TELEN

UBI Number : 603 516 037 001 0001
Application ID : 2016 057 3970
Application Received Date: 02 26 2016

Firm Name : VERNON TELEN

Fees: \$125.00
Expiration Date: 02 28 2017

Location Phone/FAX: (503) 730-7350

(000) 000-0000

First Date of Business: 02 25 2016

Email Address: telendi@yahoo.com

Location Address : 112 51ST SW

SEAVIEW WA 98644

Mail Addr: PO BOX 325
CHINOOK WA 98614 0325

In City Limits: N Number of employees at this location: 0

Product/Serv Desc: Services CARPENTRY

Operator Comments:

Previous Business License: N

Applying as Nonprofit Business: N

General/Specialty Contractor # TELENC*855L3

Contractor license number verified in the Contractor database. Expires: 06 23 2017

Account Status: Pending Approval

Zoning	NA	3/21/16	Fire		
	GP				
		Date		Date	
Building		Date	Police		
				Date	
Finance		Date	Planning		
				Date	
Comments:					

Report: AGY064P2
710-LBL BLS0020

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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Sole Proprietor

UBI Number : 601 632 128 001 0004
Application ID : 2016 027 4658
Application Received Date: 01 27 2016

Legal Entity Name : STACIE MARIE HABERMANN

Firm Name : ALL CLEAN HOUSECLEANING

Fees: \$125.00
Expiration Date: 01 31 2017

Location Phone/FAX: (360) 244-2500 (000) 000-0000

Business Open Date: 03 01 2016

Email Address: allcleanhouse4@gmail.com

Location Address : 612 PACIFIC AVE N
LONG BEACH WA 98631 3994

Mail Addr: PO BOX 344
OCEAN PARK WA 98640 0344

In City Limits: Y Number of employees at this location: 0

Product/Serv Desc: Services HOUSECLEANING SERVICES

Operator Comments:

Previous Business License: N

Square Footage: 100

Applying as Non Profit Business: N

Conducting Business From Residence: Y Customers visiting business premises? N

Interior/Exterior Modifications: Y

Haz/Flam Material: N

Additional Business Activities: Utility

Account Status: Pending Approval

Zoning	EC LP	Date	2/13/16	Fire	Date
Building		Date		Police	Date
Finance		Date		Planning	Date
Comments:					

2/13/16 - cd. a lgt
msg re: welcome to LB &
sign on house / design
revised. LB

Report: AGY064P2
710-JBL BUSD020

State of Washington
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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Profit Corporation

UBI Number : 602 567 329 001 0001

Legal Entity Name : M. & C. DRYWALL INC.

Application ID : 2016 024 3226

Firm Name : M. & C. DRYWALL INC.

Application Received Date: 01 24 2016
Fees: \$125.00
Expiration Date: 01 31 2017

Location Phone/FAX: (253) 627-2252 (253) 627-2268

First Date of Business: 02 01 2016

Email Address: mcdrywallinc@yahoo.com

Location Address : 1401 108TH ST S
TACOMA WA 98444 2611

Mail Addr: PO BOX 18062
TACOMA WA 98419 0962

In City Limits: Number of employees at this location: 2

Product/Serv Desc: Wholesale, Retail GENERAL CONSTRUCTION - DRYWALL AND PAINTING SERVICE

Operator Comments:

Previous Business License: N

Applying as Nonprofit Business: N

General/Specialty Contractor # MCDRYWALLCD9 Unable to verify Contractor license number in the Contractor database.

Account Status: Pending Approval

Zoning	N/A	2/17/16	Fire		Date
Building			Police		Date
Finance			Planning		Date
Comments:					

Report: AGY064P2
710-JBL BUSD020

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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: LLC

UBI Number : 603 580 351 001 0001

Legal Entity Name : HOWL LLC

Application ID : 2016 033 3989

Firm Name : HOWL

Application Received Date: 02 02 2016

Location Phone/FAX: (360) 244-2377

Fees: \$125.00

Email Address: rick.schimelpfenig@gmail.com

Expiration Date: 02 28 2017

Location Address : 1113 PACIFIC AVE S
LONG BEACH WA 98631 3955

Business Open Date: 04 01 2016

In City Limits: Y Number of employees at this location: 0

Mail Addr: PO BOX 631
ITWACO WA 98624 0631

Product/Serv Desc: Retail PIZZA TAKE OUT.

Number of rental units: 1

Operator Comments:

Previous Business License: Y

Square Footage: 360

Applying as Non Profit Business: N

Conducting Business From Residence: N

Interior/Exterior Modifications: Y

Haz/Fiam Material: Y Smoke Detect/Fire Sprklr, Compressed Gas

Additional Business Activities: Retail/Wholesale Sales

Account Status: Pending Approval

Zoning	C-1	Fire	
	Date 12/25/14		Date
Building		Police	
	Date		Date
Finance		Planning	
	Date		Date
Comments:			