



## AGENDA – Monday, August 1, 2016

**5:30 p.m. City Council Workshop**

**7:00 p.m. City Council Meeting**

Long Beach City Hall  
115 Bolstad Avenue West

### 5:30 p.m. COUNCIL WORKSHOP

WS 16-14	Sports Marketing presentation – TAB A
WS 16-15	Long Beach Peninsula Visitors Bureau funding – TAB B

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

Call to order	Mayor Phillips, Council Member Linhart, Council Member 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 C

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

- Minutes, July 18, 2016 City Council Meeting
- Payment Approval List for Warrant Registers 56444-56471 & 80151-80246 for \$261,049.88

### BUSINESS

- AB 16-40 Six Year Street Improvement Plan – TAB D
- AB 16-41 Agreement with Ilwaco for financial assistance staff – TAB E
- AB 16-42 TIB Streetlight Program Agreement – TAB F

### DEPARTMENT HEAD ORAL REPORTS

### CORRESPONDENCE AND WRITTEN REPORTS – TAB G

- Sales and Lodging Tax report for July 2016
- Correspondence – Relay for life thank you

### FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
August 15, 2016, September 6, 2016, September 19, 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.



**TAB - A**





**CITY COUNCIL  
WORKSHOP BILL**

**WS 16-14**

**Meeting Date: August 1, 2016**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: Sports Marketing Presentation</b>		<i>Originator:</i>
	Mayor	
	City Council	X
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	
<b>SUMMARY STATEMENT:</b> This workshop will show the results of the sports marketing survey commissioned by the Long Beach Peninsula Visitors Bureau.		



**TAB - B**







**CITY COUNCIL  
WORKSHOP BILL  
WS 16-15**

**Meeting Date: August 1, 2016**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: LBPVB funding formula discussion.</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>		
<b>SUMMARY STATEMENT:</b> This workshop is to discuss the possible funding formula for the Long Beach Peninsula Visitors Bureau.		

DESCRIPTION	2016 Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
HOTEL-MOTEL TAXES, ORIGINAL 2%	215,000	251,684	226,595	205,708	192,841	177,931
HOTEL-MOTEL 3%	315,000	377,526	339,892	308,562	289,262	266,897
<b>TOTAL REVENUES</b>	<b>530,000</b>	<b>629,210</b>	<b>566,486</b>	<b>514,270</b>	<b>482,103</b>	<b>444,828</b>
VISITORS BUREAU - OPERATIONS	71,400	74,358	72,867	64,999	77,083	64,693
VISITORS BUREAU - PUBLIC RELATIONS	50,000	47,917	25,000	22,917	26,451	31,961
VISITORS BUREAU - WEBSITE	20,000	20,001	20,000	18,333	27,250	20,550
VISITORS BUREAU - MARKETING	20,000	6,333	1,369	22,335	24,421	9,750
SOCIAL NETWORKING		507	37,604	38,104	200	
ADVERTISING - BEACH PLANNER	12,000	11,167	10,000	9,167	5,000	15,000
ADVERTISING - CONTINGENCY				300		
ADVERTISING - SPECIAL PROJECTS	5,000	13,667	8,583			-
ADVERTISING - TELEVISION		9,833	8,167		8,000	1,500
ADVERTISING - WSTP	11,000			6,667		6,500
ADVERTISING - WSTP				667		
VB Total Award	189,400	184,283	183,589	183,488	168,205	150,154
VB % of Estimated/Actual Revenues	30%	33%	36%	38%	38%	
33% Difference	18,239	2,658	(13,881)	(24,394)	(21,412)	
34% Difference	24,531	8,323	(8,738)	(19,573)	(16,963)	
35% Difference	30,823	13,987	(3,595)	(14,752)	(12,515)	
Total VB	207,639	186,940	169,709	159,094	146,793	
Request at 33% Based on previous Actual	213,931	192,605	174,852	163,915	151,241	
Request at 34% Based on previous Actual	220,223	198,270	179,994	168,736	155,690	

**History of funding levels to LBPVB as a percentage of prior year lodging tax collection:**

2011 lodging taxes \$444,828	DMO contract 2012 \$130,500	29%
2012 lodging taxes \$482,102	DMO contract 2013 \$163,700	34%
2013 lodging taxes \$514,270	DMO contract 2014 \$170,000	33%
2014 lodging taxes \$566,487	DMO contract 2015 \$185,400	33%
2015 lodging taxes \$630,210	DMO contract 2016 \$190,400	30%

**Long Beach Peninsula Visitors Bureau Funding Proposal**

**A two or three year service contract awarding 36% of the prior year's lodging tax collections.**

**Overview:** This creates stability and sustainability for the future of destination marketing and tourism for our area and provides a more efficient professional process for both the city and DMO for awarding and reporting of contracted services.

Benefits to City of Long Beach and LBPVB will be:

- increased efficiency
- more time and resources to be applied toward actual marketing
- increase tourism sustainability
- increase stability for funding
- built in performance incentive with
- clearly defined reporting criteria

**Scope of work:**

Marketing and advertising  
Web and social media  
Operations  
Public relations  
Print collateral; design,  
production, & distribution

**Reporting:**

Visitor Center statistics  
Lodging tax collection  
Visitor Spending  
Earned media  
Monthly marketing report  
Annual marketing report  
Annual report



TAB - C



## LONG BEACH CITY COUNCIL MEETING

July 18, 2016

### 6:30 p.m.; COUNCIL WORKSHOP

WS 16-13      Fireworks discussion

### 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 C. Linhart, C. Kemmer, and C. Murry all present. C. Hanson and C. Caldwell was absent.

AB 16-39-      Employer Support of the Guard and Reserve  
Ragan Myers, Tourism & Events Coordinator, presented the Agenda Bill. The Employer Support of the Guard and Reserve (ESGR), Joel Scott, made a presentation recognizing the City of Long Beach's support of our Military Individuals and Employer Support. The organization presented the city with a plaque for their support.

### PUBLIC COMMENT

No public comment.

### CONSENT AGENDA

Minutes, June 20, 2016 City Council Meeting

Payment Approval List for Warrant Registers 56405-56443 & 80060-80150 for \$243,000.33

**C. Linhart made the motion to approve the Consent Agenda. C. Murry seconded the motion. 3 Ayes, 2 Absent, motion passed.**

### BUSINESS

AB 16-38-      Case No. DR 2016-19 Design Review, Commercial Drinking Establishment  
Gale Borchard, Community Development Director, presented the Agenda Bill. Adrift Hotels, Inc. has requested design review approval for a commercial addition to the easternmost portion of the Adrift property; some exterior changes to the eastern Adrift hotel property; and encompass a drinking establishment comprising a tasting area, retail sales area, and micro distillery. **C. Murry made the motion to approve the application. C. Kemmer seconded the motion. 3 Ayes, 2 Absent, motion passed.**

### DEPARTMENT HEAD ORAL REPORTS

### CORRESPONDENCE AND WRITTEN REPORTS

- AWC Press Release regarding Mayor Phillips

- Correspondence- Affordable Housing Apartments
- Fireworks comment to the Visitor's Bureau

**ADJOURNMENT**

The Mayor adjourned the meeting at 7:25 p.m.

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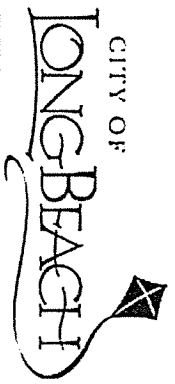
Mayor

ATTEST:

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City Clerk





# Warrant Register

Check Periods: 2016 - July - 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
564444	Bell, Helen S	7/20/2016	\$292.94
564445	Binion, Jacob	7/20/2016	\$2,012.93
564446	Booi, Kristopher A	7/20/2016	\$1,464.01
564447	Campbell, Mathias A	7/20/2016	\$849.80
564448	Cox, Mallory E	7/20/2016	\$549.07
564449	Gilbertson, Bradley K	7/20/2016	\$1,760.31
564450	Goulter, John R.	7/20/2016	\$1,979.73
564451	Gray, Karen	7/20/2016	\$76.93
564452	Huff, Timothy M.	7/20/2016	\$1,604.98
564453	Janda, Nicholas J	7/20/2016	\$592.10
564454	Luehe, Paul J	7/20/2016	\$2,053.40
564455	Mortenson, Tim	7/20/2016	\$2,510.74
564456	Padgett, Timothy J	7/20/2016	\$1,542.06
564457	Russum, Richard	7/20/2016	\$1,417.65
564458	Stewart, Joe L	7/20/2016	\$1,264.62
564459	Warner, Ralph D.	7/20/2016	\$2,231.10
564460	Wood, Matthew T	7/20/2016	\$753.79
564461	Wright, Flint R	7/20/2016	\$2,477.76
564462	Zuern, Donald D.	7/20/2016	\$2,055.10
564463	AFLAC	7/20/2016	\$417.39
564464	Association of WA Cities	7/20/2016	\$25,871.88
564465	City of Long Beach - Fica	7/20/2016	\$12,868.24
564466	City of Long Beach - FWH	7/20/2016	\$10,604.57
564467	Dept of Labor & Industries	7/20/2016	\$2,609.77
564468	Dept of Retirement Systems	7/20/2016	\$12,775.14
564469	Dept of Retirement Systems Def Comp	7/20/2016	\$1,450.00
564470	Massmutual Retirement Services	7/20/2016	\$825.00
56471	Teamsters Local #58	7/20/2016	\$195.00
80151	Bolden, Dee	7/15/2016	\$114.00

80152	Fowler, Patrick	7/15/2016	\$114.00
80153	Nelson, Mark	7/15/2016	\$114.00
80154	Sedberry, Elizabeth	7/15/2016	\$114.00
80155	Yurosko, Jessica	7/15/2016	\$114.00
80156	Pacific County Auditor	7/19/2016	\$66.00
80157	Tangly Cottage Garden	7/19/2016	\$437.00
80158	Howard, Nathan	7/18/2016	\$325.00
80159	Jo, Patrick	7/18/2016	\$865.00
80160	Johnson, Adam	7/18/2016	\$510.00
80161	Seeman, Wayne J.	7/18/2016	\$1,160.00
80162	Columbia Ford, Inc.	7/20/2016	\$447.34
80163	MailFinance	7/20/2016	\$4.18
80164	Baber, Terry	7/22/2016	\$2,400.00
80165	Cavett, Orchid	7/22/2016	\$250.00
80166	Kyle, Kathie	7/22/2016	\$200.00
80167	Jo, Patrick	7/22/2016	\$1,076.50
80168	Chinook Observer	7/22/2016	\$212.78
80169	City of Long Beach	7/22/2016	\$425.96
80170	Dept of Ecology	7/22/2016	\$56,102.68
80171	Visa	7/22/2016	\$1,715.57
80172	Mortenson, Tim	7/22/2016	\$169.00
80173	Coleman, George	7/25/2016	\$100.00
80174	Eron, Judy	7/25/2016	\$100.00
80175	Kyle, Kathie	7/25/2016	\$275.00
80176	Pitney Bowes Global Financial Services LLC	7/26/2016	\$681.63
80177	Purchase Power	7/26/2016	Void
80178	Purchase Power	7/26/2016	\$35.69
80179	Nagy, Brandon	7/27/2016	\$110.00
80180	Aiken, James	7/27/2016	\$63.00
80181	Bardonski, Cory	7/27/2016	\$31.50
80182	Bonney, Matt	7/27/2016	\$10.50
80183	Custer, Kimberlee	7/27/2016	\$10.50
80184	Jewell, Kyle	7/27/2016	\$21.00
80185	Knott, Jason	7/27/2016	\$31.50
80186	Luce, Tasha	7/27/2016	\$63.00
80187	Miller, Matt	7/27/2016	\$10.50
80188	Talancon, Vicente	7/27/2016	\$21.00
80189	Williams, David	7/27/2016	\$42.00
80190	Postmaster	7/28/2016	\$483.14
80191	Yurosko, Jessica	7/29/2016	\$114.00
80192	A-1 Redi Mix	7/29/2016	\$2,014.20
80193	All Rents Tool & Equipment, Inc	7/29/2016	\$100.00
80194	All Safe Mini Storage	7/29/2016	\$190.00
80195	ALS ENVIRONMENTAL	7/29/2016	\$314.00
80196	Alsco-American Linen Div.	7/29/2016	\$119.81
80197	Arts Auto Parts Inc.	7/29/2016	\$360.16

80198	Astoria Janitor & Paper Supply	7/29/2016	\$1,162.72
80199	At&t Mobility	7/29/2016	\$101.09
80200	Cascade Columbia Distribution CO	7/29/2016	\$4,172.41
80201	CenturyLink	7/29/2016	\$1,419.36
80202	Cherry, Stephan	7/29/2016	\$29.48
80203	Chinook Observer	7/29/2016	\$153.94
80204	City of Long Beach	7/29/2016	\$1,271.95
80205	Clatsop Power Equipment	7/29/2016	\$570.30
80206	Cole Industrial, Inc.	7/29/2016	\$575.27
80207	Columbia Housewarmers	7/29/2016	\$28.00
80208	Day Wireless Systems	7/29/2016	\$858.17
80209	Dorsey & Whitney LLP	7/29/2016	\$8,541.78
80210	E C Power Systems of Oregon	7/29/2016	\$7,488.82
80211	EverBank	7/29/2016	\$227.38
80212	Evergreen Rural Water of WA	7/29/2016	\$225.00
80213	Evergreen Septic Inc	7/29/2016	\$2,240.00
80214	FedEx	7/29/2016	\$16.74
80215	Fire Extinguisher Service Ctr	7/29/2016	\$31.26
80216	Ford Electric	7/29/2016	\$1,284.23
80217	Fosse Farms	7/29/2016	\$428.00
80218	Fowler, Patrick	7/29/2016	\$114.00
80219	Glasson, David	7/29/2016	\$48.60
80220	Global Environmental Products	7/29/2016	\$164.22
80221	Interstate Battery	7/29/2016	\$219.14
80222	K & L Supply, Inc.	7/29/2016	\$870.15
80223	L.N. Curtis & Sons	7/29/2016	\$118.80
80224	Linda Brand Crab & Seafoods	7/29/2016	\$130.62
80225	Neofunds By Neopost	7/29/2016	\$500.00
80226	North Central Laboratories	7/29/2016	\$81.53
80227	Ocean Beach Hospital	7/29/2016	\$694.80
80228	P&L Johnson Mechanical Inc	7/29/2016	\$268.08
80229	Pacific County Sheriffs	7/29/2016	\$540.00
80230	Pacific Medical, Inc.	7/29/2016	\$80.00
80231	Peninsula Laundry Center	7/29/2016	\$159.00
80232	PND Engineers, Inc	7/29/2016	\$29,156.35
80233	Powell, Seiler & Co., P.S	7/29/2016	\$575.00
80234	Public Utility District 2	7/29/2016	\$8,598.91
80235	Sedberry, Elizabeth	7/29/2016	\$114.00
80236	Sid's Iga	7/29/2016	\$52.17
80237	Sirennet.com	7/29/2016	\$157.03
80238	Snap ON Tools	7/29/2016	\$88.50
80239	Starvation Alley Farms	7/29/2016	\$70.00
80240	Traffic Safety Supply Co.	7/29/2016	\$32.84
80241	Unum Life Insurance	7/29/2016	\$71.70
80242	Usa Blue Book	7/29/2016	\$9,561.50
80243	Verizon Wireless	7/29/2016	\$320.08

80244  
80245  
80246

Whitney Equipment Co. Inc  
Wilcox & Flegel Oil Co.  
WILLABAY

	7/29/2016	\$7,388.64
	7/29/2016	\$2,643.17
	7/29/2016	\$60.00
Total	Check	\$261,049.88
Grand Total		\$261,049.88

TAB - D





**CITY COUNCIL  
AGENDA BILL  
AB 16-40**

**Meeting Date: August 1, 2016**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: Resolution 2016-07 – Six year Transportation Plan</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>		
<b>SUMMARY STATEMENT:</b> RCW requires Cities to adopt a "Six Year Street and Arterial Street Plan" each year. This is the updated Resolution for 2017.		
<b>RECOMMENDED ACTION:</b> <i>Adopt Resolution.</i>		

**RESOLUTION 2016-07**

**WHEREAS**, pursuant to the requirements of Section 35.77.010 of the Revised Code of Washington, the City of Long Beach, Washington did prepare a revised comprehensive street and arterial street program for the ensuing six years; and,

**WHEREAS**, pursuant to said RCW, the City Council of the City of Long Beach, did hold a public hearing on August 1, 2016.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON**, that the Six Year Street and Arterial Street Plan, as attached to this Resolution, is hereby adopted and that a copy of said plan shall be filed with the Department of Transportation. Further this resolution amends all resolutions in conflict herewith.

**Adopted this 1<sup>st</sup> Day of August, 2016.**

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
City Clerk



City of Long Beach  
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN

<u>YEAR</u>	<u>STREET</u>	<u>ESTIMATED COST</u>
2017	26th Street NW – Pacific to Boulevard/Breakers Pro line	\$ 35,000
	3rd Street SW – Blvd to Pacific	\$ 30,000
	8 <sup>th</sup> Street SE – Oregon to Pacific	\$ 35,000
2018	15 <sup>th</sup> South – California Ave to Pacific Ave	\$ 35,000
	7 <sup>th</sup> Street SE – Oregon to Pacific	\$ 35,000
	3 <sup>rd</sup> Street SE – Oregon to Pacific	\$ 35,000
2019	13 <sup>th</sup> Street SW – Pacific to California	\$ 40,000
	15 <sup>th</sup> Street SW Pacific to California	\$ 40,000
	22 <sup>nd</sup> NW – from Blvd to Pacific	\$ 40,000
	26 <sup>th</sup> NE – Washington to Pacific	\$ 40,000
2020	Washington 20 <sup>th</sup> S. to Sid Snyder*	\$ 950,000
2021	Idaho Street – 18 <sup>th</sup> Street SE to Washington Street SE	\$ 90,000
	15 <sup>th</sup> Street SW California to Boulevard	\$ 40,000
2022	Idaho Street – Sid Snyder to 15 <sup>th</sup> Street SE	\$ 150,000

\* Denotes majority funding from outside agency.



**TAB - E**





**CITY COUNCIL  
AGENDA BILL  
AB 16-41**

**Meeting Date: August 1, 2016**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: <i>Financial Services Interlocal Agreement with the City of Ilwaco</i></b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	
<b>SUMMARY STATEMENT:</b> This Agreement authorizes the cities of Ilwaco and Long Beach to use financial services from either entity when needed.		
<b>RECOMMENDED ACTION:</b> <i>Approve the interlocal agreement.</i>		

## INTERLOCAL AGREEMENT FINANCIAL SERVICES

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Ilwaco, a municipal corporation of the State of Washington, and the City of Long Beach, a municipal corporation of the State of Washington.

### RECITALS

WHEREAS, by authority granted in RCW 39.34.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform, and

WHEREAS, Ilwaco and Long Beach desire to have the staff available to provide financial assistance when necessary, on an as-needed basis, if there is staff available, on the terms and conditions stated below. The city requesting services will be referred to herein as the "Requesting City" and the city providing the operator as the "Providing City"

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### **I. OBLIGATIONS OF PROVIDING CITY**

1. Provide assistance to Requesting City when it is deemed necessary, for training purposes.
2. The Providing City will provide worker's compensation and all the usual payroll taxes and deductions on behalf of its employee performing the services agreed herein.
3. Invoice the Requesting City monthly at the rate of 50.00 per hour for any work performed by the Providing City.

#### **II. OBLIGATIONS OF REQUESTING CITY**

1. Notify the Providing City at least one week in advance that a back-up operator is needed.
2. Provide all supplies needed, and provide all protocols and records necessary.
3. Pay the Providing City within 14 days of receipt of the invoice for services.

#### **III. INDEMNITY**

1. In providing the financial services stipulated herein, the staff is acting as an agent of Requesting City and shall follow the standard treatment procedure for that city. Each Requesting City shall indemnify, protect and hold harmless the Providing City, and the staff, from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character

of materials used or manner of operation. In case any such suit or action is brought against city providing the staff for damages arising out of or by reason of any of the above causes the Requesting City will, upon notice or commencement of such action, defend the same at its cost and expense and satisfy any judgment given in such action that is adverse to the Providing City and/or the Operator.

2. Long Beach will hold Ilwaco harmless for all workers compensation claims, or employment related claims, of Long Beach employees. Ilwaco will hold Long Beach harmless for all workers compensation claims, or employment related claims, of Ilwaco employees.
3. Each city is solely responsible for the financial management of its entity and will hold the other city and staff harmless for any penalty imposed as a result of any financial or program audit.

**IV. TERMINATION**

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016. It will terminate, if not sooner terminated by 60 days written notice from one party to the other, on December 31, 2021.

City of Ilwaco

City of Long Beach

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor





TAB — F





**CITY COUNCIL  
AGENDA BILL  
AB 16-42**

**Meeting Date: August 1, 2016**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: Streetlight conversion grant agreement</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>		
<p><b>SUMMARY STATEMENT:</b> Washington State Transportation Improvement Board has grants to refit existing streetlights to new LED streetlights. Since LED lights use less electricity, the city will pay less for street lighting and have more money for the street department. The city will pay upfront for the contractor to change the fixtures, and TIB will reimburse the city in full.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Approve the grant agreement.</i></p>		



# Washington State Transportation Improvement Board

## TIB Members

Commissioner Richard Stevens,  
Chair  
Grant County

Mayor Patty Lent, Vice Chair  
City of Bremerton

Jim Albert  
Office of Financial Management

Pasco Bakotich, P.E.  
WSDOT

Wendy Clark-Getzin, P.E.  
Clallam Transit

Gary Ekstedt, P.E.  
Yakima County

Commissioner Terri Jeffreys  
Mason County

Mayor Glenn Johnson  
City of Pullman

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

Colleen Kuhn  
Human Services Council

Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Sultan

E. Susan Meyer  
Spokane Transit Authority

Laura Philpot, P.E.  
City of Maple Valley

David Ramsay  
Feet First

Amy Scarton  
WSDOT

Jay Weber  
County Road Administration Board

Stevan E. Gorcester  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
www.tib.wa.gov

July 13, 2016

Mr. David Glasson  
City Administrator  
City of Long Beach  
Post Office Box 310  
Long Beach, WA 98631-0310

Dear Mr. Glasson:

Congratulations! We are pleased to announce the selection of your city for the Relight Washington Program. The program aims to reduce your streetlight operating costs while saving energy and renewing dated infrastructure. The city will benefit from lower rates after installation. The project will convert existing streetlights to energy efficient LED streetlights.

**In order to receive reimbursement for streetlight conversion, you must:**  
Sign and return both copies of the Grant Distribution Agreement to TIB. TIB will return one executed agreement for your files.

**State highway streetlight conversion**  
If you are converting streetlights along a state highway, use Type III fixtures.

**How does city receive reimbursement?**  
The city will send in the final invoices along with an accounting history form that will be provided by your TIB engineer. When the project is complete, contact your TIB engineer.

If you have questions, please contact Chris Workman, TIB Project Engineer, at (360) 586-1153 or via e-mail at [ChrisW@TIB.wa.gov](mailto:ChrisW@TIB.wa.gov).

Sincerely,

Stevan Gorcester  
Executive Director

Enclosure



City of Long Beach  
S-W-970(001)-1  
LED Streetlight Conversion

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

THIS GRANT AGREEMENT ( "Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ( "TIB") and the City of Long Beach, a Washington state municipal corporation ( "RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ( "Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of Eighty Thousand Five Hundred Fifty AND NO/100 dollars (\$80,550) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 7.



#### 4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

#### 5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

#### 6. RECORDS MAINTENANCE

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

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

#### 7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

#### 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

#### 9. DEFAULT AND TERMINATION



### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

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

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

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

### 9.3 TERMINATION

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

### 9.4 TERMINATION OR SUSPENSION FOR NECESSITY

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



## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

## 13. ASSIGNMENT





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

14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

15. INDEPENDENT CAPACITY

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

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

RECIPIENT

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Executive Director                      Date  
  
\_\_\_\_\_  
Print Name

Approved as to Form

By:           SIGNATURE ON FILE            
ANN E. SALAY  
Senior Assistant Attorney General

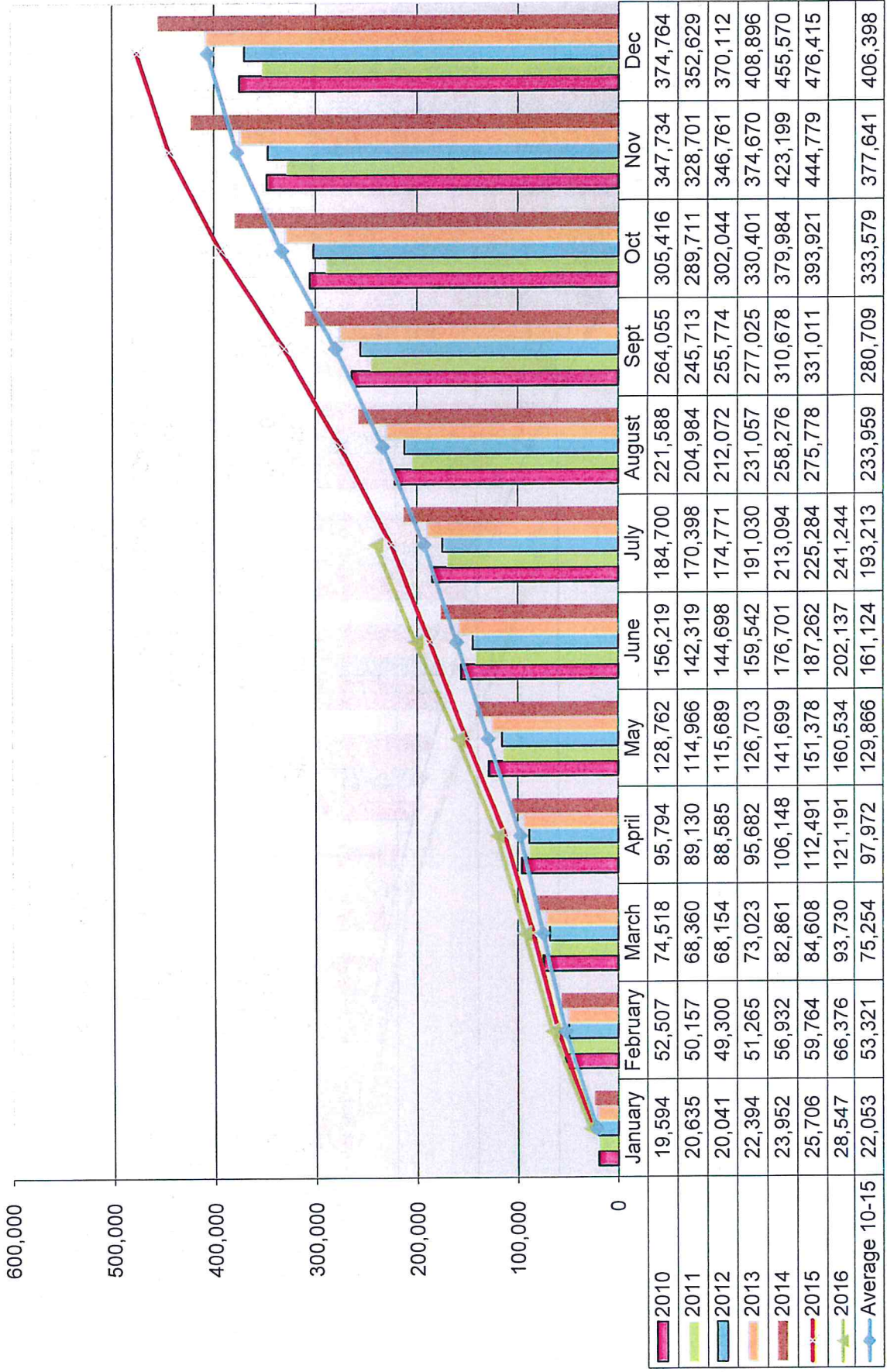
NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



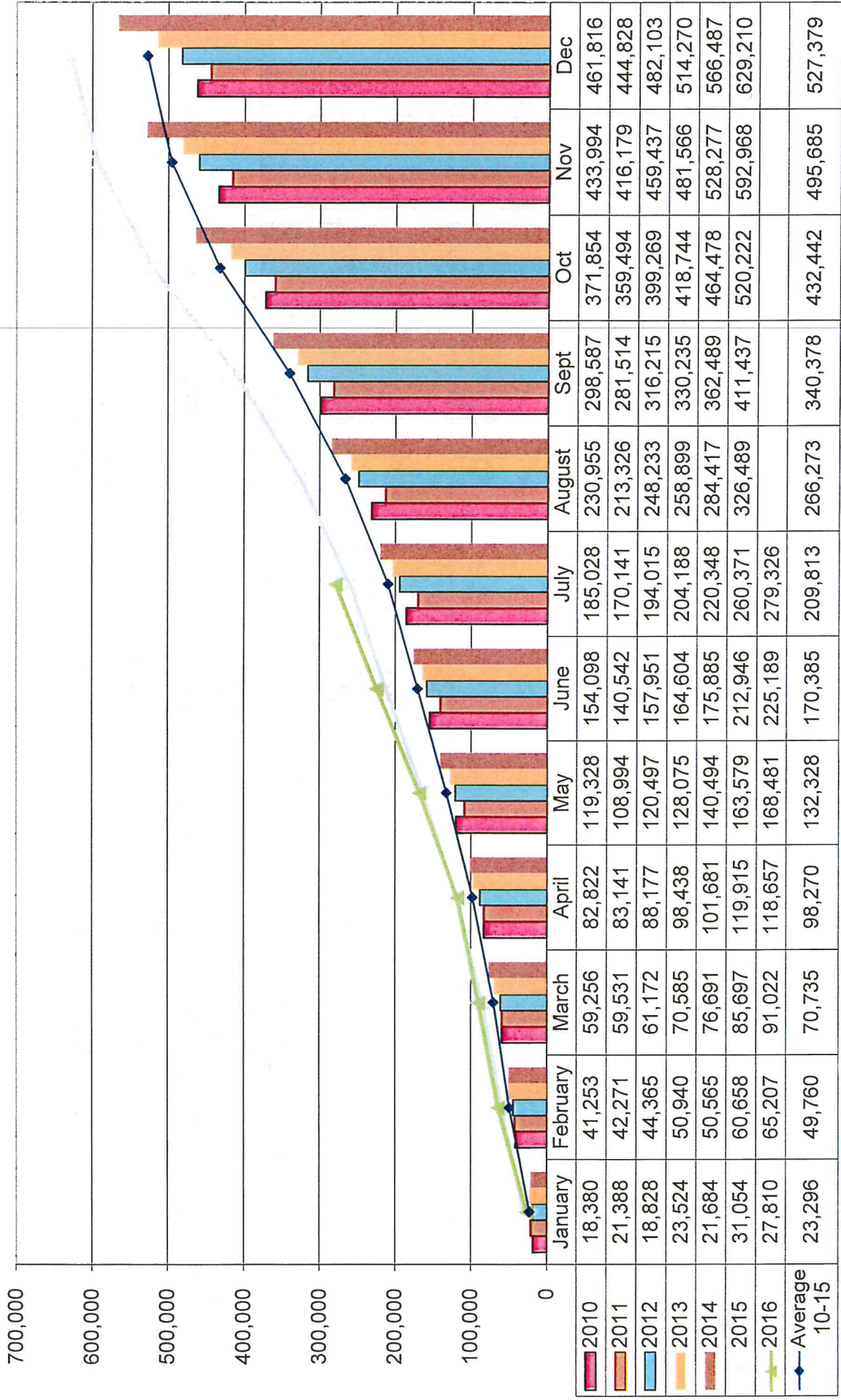
TAB – G



# Sales Tax Collections



# Lodging Tax Collections





RECEIVED

JUL 18 2016

CITY OF LONG BEACH

"One of the deep secrets of life is that all that is really worth the doing is what we do for others," Lewis Carroll

Dear Ragerin,  
Thank you so much for all you have done for the Relay For Life of Long Beach, Washington. This was a tremendous undertaking that could not have been completed without your energy, passion, dedication and hard work.  
Hope is a gift  
all people can share.

We will have more services in this area during the next six months and need to share the Mission every day with those in need. You have been a Blessing in my life, and I know you will continue to touch others.  
My world is brighter and more beautiful because of you.

Thank you! Always,

