



AGENDA – Monday, March 20, 2017

6:30 p.m. City Council Workshop

7:00 p.m. City Council Meeting

Long Beach City Hall
115 Bolstad Avenue West

6:30 p.m. COUNCIL WORKSHOP

- **WS 17-07- Transportation Benefit District - TAB A**

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

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

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 B

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, March 6, 2017 City Council Meeting
- Payment Approval List for Warrant Registers 56924-56956 & 81234-81324 for \$217,531.86

BUSINESS

- **AB 17-18 – Hearing Examiner Contract Amendment – TAB C**
- **AB 17-19 – Ordinance 935 Planning Commission Administration and Enforcement – TAB D**
- **AB 17-20 – Ordinance 934- Amending Fee Schedule – TAB E**
- **AB 17-21 – His Supper Table Vacation Request – TAB F**
- **AB 17-22 – DNR Agreement for Fire Department Reimbursement – TAB G**

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- **Police Chief's Report for February**
- **Water Department Report**
- **Wastewater Department Report**

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.
April 3, 2017, April 17, 2017 & May 1, 2017

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 17-07**

Meeting Date: March 20, 2017

AGENDA ITEM INFORMATION

| SUBJECT: <i>Transportation Benefit District review</i> | Originator: | |
|--|-----------------------------------|----|
| | 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 | |
| | | |
| COST: Unknown | | |

SUMMARY STATEMENT: The City Council reviewed this during our funding sources workshop. This workshop is to discuss the next steps and confirm our plan.

1. Form the TBD by Ordinance, following a public hearing.
2. Assume the powers of the TBD after a public hearing at another meeting.
3. Dissolve the TBD after a public hearing at another meeting.
4. Decide on the funding source for TBD monies (car tabs and/or sales tax)

Overall, the process should take over a month. Our deadline for a ballot issue is August 1st this year. Establishing a TBD earlier will allow a better opportunity for public education.

Transportation Benefit Districts

This page provides a general overview of transportation benefit districts (TBDs) in Washington State, including formation procedures, assumption of powers, revenue sources, reporting requirements, and sample documents.

Overview

Chapter 36.73 RCW authorizes cities (see also RCW 35.21.225) and counties to form transportation benefit districts (TBDs), quasi-municipal corporations and independent taxing districts that can raise revenue for specific transportation projects, usually through vehicle license fees or sales taxes.

Transportation benefit district revenue may be used for transportation improvements included in a local, regional, or state transportation plan (RCW 36.73.015(6)). Improvements can range from roads and transit service to sidewalks and transportation demand management. Construction, maintenance, and operation costs are eligible.

List of TBDs

MRSC is currently aware of about 90 TBDs throughout Washington State, and more are being created every year. For details, including an interactive map, see our List of Transportation Benefit Districts.

Formation

Any city or county may form a TBD by ordinance, following a public hearing, if it finds that the action is in the public interest (RCW 36.73.050). The establishing ordinance must specify the boundaries of the district - which may include all or part of the city or county establishing the TBD - and the transportation improvements that will be funded. The boundaries and functions of the TBD may not be changed without further public hearings.

A transportation benefit district may include all or part of the territory in another jurisdiction (city, county, port district, county transportation authority, or public transportation benefit area) through interlocal agreement (RCW 36.73.020(2)).

Governance

Almost all TBDs share the same boundaries as their establishing jurisdiction, in which case they must be governed by the members of that jurisdiction's legislative body, acting as a separate legal entity, unless the jurisdiction assumes the TBD's powers (see below). Even though they comprise the same members, the legislative body and the governing board are separate and distinct bodies and must hold separate and distinct meetings.

Note that in mayor-council cities, the mayor is not part of the legislative body and is not eligible for membership on the TBD board.

If a TBD includes territory in multiple jurisdictions, it must be governed under an interlocal agreement pursuant to [chapter 39.34 RCW](#). The governing board must consist of at least five members, including at least one elected official from each participating jurisdiction, or - if the TBD has the same boundaries as the metropolitan planning organization (MPO) - it may be governed by the MPO governing body ([RCW 36.73.020\(3\)](#)).

Assumption of Powers

Effective July 2015, any city or county that forms a TBD with the same boundaries as the city or county may absorb the TBD and assume all of its "rights, powers, functions, and obligations," with the result that the TBD would cease to exist as a separate entity ([chapter 36.74 RCW](#)). As of June 2016, roughly 45 TBDs - about half of the total - have been assumed by their cities or towns. (See MRSC's [List of Transportation Benefit Districts](#) for details.)

For more details, see:

- [New Legislation Affecting Transportation Benefit Districts](#)
- [Assuming the Powers of Your Transportation Benefit District?](#)

Note: A section has been added to the BARS Manual discussing the requirements for jurisdictions that assume the powers of their TBDs. In particular, a jurisdiction assuming a TBD must (1) still file an annual financial report for the year in which the TBD was assumed and (2) submit a [New Entity Creation or Dissolution Notification form](#). For more details, see the [BARS Manual, Section 3.11.1.120](#).

Funding Sources

Transportation benefit districts are primarily funded through vehicle license fees and/or sales taxes. There are several other funding options available such as border area fuel taxes, bonds, and impact fees, but these are seldom or never used.

Vehicle License Fees

The most common TBD funding source is a vehicle license fee ([RCW 82.80.140](#), [RCW 36.73.040\(3\)\(b\)](#)). TBDs may impose vehicle license fees up to \$50 without a public vote, subject to the conditions below, or may impose fees up to \$100 with voter approval.

Until 2015, vehicle license fees of \$20 or less could be imposed without voter approval, but [2ESSB 5987](#) increased the allowable nonvoted vehicle license fee up to a \$50 maximum. However, a TBD may only impose a nonvoted vehicle license fee above \$20 as follows:

- Up to \$40, but only if a \$20 fee has been in effect for at least 24 months.
- Up to \$50, but only if a \$40 fee has been in effect for at least 24 months. Any nonvoted fee higher than \$40 is subject to potential referendum, as provided in [RCW 36.73.065\(6\)](#).

Any license fees over these amounts, up to \$100, must be approved by a simple majority of voters. However, voters have rejected these measures almost every time. The only TBD to successfully pass a voted vehicle license fee is the Seattle TBD, whose voters approved a \$60 fee increase in 2014 after rejecting a similar increase in 2011.

If two or more TBDs with the authority to impose a nonvoted fee overlap, credits must be issued so that the combined nonvoted fees do not exceed \$50 total.

If a countywide TBD wishes to impose a vehicle license fee, it must distribute the revenues to each city in the county by interlocal agreement, which must be approved by 60% of the cities representing 75% of the city population ([RCW 82.80.140\(2\)\(a\)](#)). If this threshold cannot be met, a district that includes the unincorporated areas only may impose the nonvoted license fees discussed above ([RCW 36.73.065\(5\)](#)).

For a list of current TBD vehicle license fees, see the Department of Licensing's page on [local transportation benefit district fees](#).

Sales and Use Taxes

Another common TBD funding source is a sales and use tax of up to 0.2% ([RCW 82.14.0455](#), [RCW 36.73.040\(3\)\(a\)](#)). This tax may not be imposed for longer than 10 years at a time, except to repay debt, and must be approved by a simple majority of voters.

In recent years, voters have approved the vast majority of all proposed TBD sales and use taxes. At least three jurisdictions - Seattle, Tacoma, and Enumclaw - have imposed a sales tax on top of an existing vehicle license fee. For individual results, see MRSC's [Local Ballot Measure Database](#).

Other Funding Sources

Other potential funding sources include:

- **General obligation bonds** ([RCW 36.73.070](#)) - MRSC is only aware of one TBD that has attempted to pass a bond measure, and it failed with 50% of the vote (Auburn TBD, 2012).
- **Border area fuel tax**, only available to TBDs that include a Canadian border crossing ([RCW 82.47.020](#)). MRSC is aware of one TBD - Point Roberts - that uses this funding mechanism.
- **Impact fees** on commercial and industrial development in accordance with [chapter 39.92 RCW](#) ([RCW 36.73.040\(3\)\(c\)](#) and [RCW 36.73.120](#)).
- **Vehicle tolls** ([RCW 36.73.040\(3\)\(d\)](#)).
- **Excess property taxes** ([RCW 36.73.060](#)).
- **Local improvement districts** ([RCW 36.73.080](#)).

Material Change Policies

TBDs must adopt a material change policy that addresses significant changes to the transportation improvement finance plan that affect project delivery or the ability to finance the plan ([RCW 36.73.160\(1\)](#)). The policy must at least address material changes to cost, scope, and schedule, the level of change that will require governing body involvement, and how the governing body will address those changes. At a minimum, the policy must require the governing body to hold a public hearing if the revised cost exceeds the original estimate by more than 20%.

Budgeting

State law does not clearly require TBDs to adopt an appropriations budget. However, adopting a budget would be considered a best practice, and a number of TBDs have done so, setting up the budget process to coincide with the annual/biennial process used by the establishing jurisdiction. It is up to the TBD governing board to develop and adopt a budget policy.

Under [RCW 36.73.020\(4\)](#), the treasurer of the establishing city or county must serve, in an independent and ex officio capacity, as the TBD treasurer.

Required Annual Reporting

Transportation benefit districts must submit annual financial reports to the State Auditor's Office using the [BARS reporting templates \(RCW 43.09.230\)](#).

For information on the specific TBD accounting requirements, see the [BARS Manual, Section 3.11.1](#). For assistance developing financial reports, see MRSC's [Annual Financial Reporting Checklists](#) page.

In addition to the annual financial report, [RCW 36.73.160\(2\)](#) requires TBDs to issue a separate annual transportation improvement report detailing the district revenues, expenditures and the status of all projects, including cost and construction schedules. The report must be distributed to the public and newspapers of record in the district.

Dissolution

A transportation benefit district must end its day-to-day operations within 30 days after the specified transportation improvements are completed, although the district may continue to collect revenue and service any remaining debt or financing. A TBD must be completely dissolved within 30 days after the financing or debt service is paid off ([RCW 36.73.170](#)).

Sample TBD Documents

Establishing Ordinances

- [Anacortes Ordinance No. 2926 \(2014\)](#) - Establishes powers of district and board, identifies potential revenue sources
- [Enumclaw Ordinance No. 2524 \(2013\)](#) - Identifies eligible projects as those in the six-year Transportation Improvement Program, authorizes creation of advisory committee
- [Snohomish County Amended Ordinance No. 10-103 \(2011\)](#) - Establishes a TBD in unincorporated areas after failing to reach an interlocal agreement
- [Toppenish Ordinance No. 2012-2](#) - Establishes powers of district and board

Assumption Ordinances

- [Bainbridge Island Ordinance No. 2015-31](#) - Repeals entire chapter of municipal code
- [Black Diamond Ordinance No. 15-1059 \(2015\)](#) - Assumes the powers of a newly formed TBD with no pre-existing funds, assets, or contracts
- [Roy Ordinance No. 933 \(2015\)](#) - Replaces "governing board" section in municipal code
- [Sedro-Woolley Ordinance No. 1823-15 \(2015\)](#) - Short and simple ordinance
- [Shoreline Ordinance No. 726 \(2015\)](#) - Detailed ordinance assuming the powers of a TBD formed in 2009 with existing funds and contracts
- Additional examples are available through MRSC's [Sample Document Library](#).

Vehicle License Fee Resolutions

- [Covington Ordinance No. 12-15 \(2015\)](#) - \$20 fee following assumption of TBD
- [Des Moines TBD Resolution No. 0003.TBD \(2015\)](#) - \$40 nonvoted fee
- [Grandview TBD Ordinance No. 2011-TBD-02](#) - \$20 fee
- [Maple Valley TBD Ordinance No. O-12-001-TBD \(2012\)](#) - \$20 fee, specifying which projects will be funded
- Additional examples are available through MRSC's [Sample Document Library](#).

Sales and Use Tax Resolutions

- [Bellingham TBD Resolution No. 2010-1](#) - Ballot proposition for a 0.2% sales tax
- [Clarkston TBD Resolution No. TBD-2015-01](#) - Ballot proposition to impose a 0.2% sales tax and rescind a nonvoted \$20 vehicle license fee
- [Waitsburg TBD Resolution No. 2012-593](#) - Ballot proposition for a 0.1% sales tax

Material Change Policies

- [Maple Valley TBD Resolution No. R-12-004-TBD \(2012\)](#) - Fairly standard material change policy used by many TBDs
- [Prosser TBD Resolution No. 11-TBD-07 \(2011\)](#) - Includes a definition of "material change"

TBD Budgets

- [Arlington TBD 2015 Budget](#) - Includes work plans and costs for individual projects
- [Leavenworth TBD 2015-16 Budget](#) - Contains narrative to guide readers
- [Prosser TBD 2015 Budget](#) - Short document with a one-page budget table

Annual Transportation Improvement Reports

- [Ferndale TBD 2014 Annual Report](#) - Short, two-page overview
- [Marysville TBD 2014 Annual Report](#) - Includes project maps and photos

Dissolution Ordinances

- [Yakima Ordinance No. 2014-006](#) - Dissolving TBD after projects were funded by other means

Last Modified: June 30, 2016

Assuming the Powers of Your Transportation Benefit District? Here Are Some Items to Be Aware Of

March 1, 2016 by Toni Nelson
Category: Finance



Last year the 2015 legislative session produced some significant changes for transportation benefit districts (TBDs). 2ESSB 5987 added a new chapter to Title 36, Ch. 36.74 RCW regarding the assumption of TBDs by cities and counties. In August of last year, Bob Meinig, legal consultant for MRSC, wrote about this new legislation affecting transportation benefit districts.

The focus of this blog will be an overview of accounting and reporting

requirements as a result of the new legislation. It will address the requirements of the State Auditor's office (SAO) in the event that your jurisdiction assumes those "rights, powers, functions and obligations," of the TBD.

Each year the SAO provides BARS manual updates and guidance on the accounting and reporting requirements for local government in Washington State. Through its BARS manuals, the updates and changes to BARS are summarized in the Overview of Significant Changes and this year, (2015 reporting year) in addition to several other changes, there are accounting and reporting changes that are specific to TBDs, and more importantly to TBDs that are assumed by cities, towns, and counties.

The SAO has updated the TBD guidance to include three very specific points:

1. **An annual finance report is required for the final year of the existence of the TBD.** Whether the city, town, or county assumes the rights, powers, functions, and obligations of the TBD in the first month of the year (January) or the last month, there is a requirement to prepare and submit a final annual report for the TBD. While not specifically addressed within the reporting requirements of BARS, it would be appropriate to include a note disclosure in the notes to financials that indicates the date of the dissolution of the TBD in this final financial report document.

2. **A notification form must be filled out for TBD creations and dissolutions.** The SAO has developed a [report form](#) for notifying your local audit team of the creation and/or dissolution of governmental entities such as TBDs. The creation of a TBD, and if applicable the dissolution, requires timely completion and electronic submission of this form to the local audit team responsible for performing the audit at your jurisdiction.
3. **Accounting entries (BARS codes) have been prescribed by the SAO for the final entries.** Both GAAP and cash basis reporting cities, towns, and counties are to code to "special Items – account code 36950". (See BARS Manual, Special Topics, [Transportation Benefit Districts, Item 3.11.1.120](#)). The BARS manual has prescribed that this account code be used for both the TBD that is disposing of the funds and the city/town/county fund that is receiving the money.

Over the past few years our office has worked closely with many cities, towns, and counties on the issues of creating and accounting for TBDs. Local government is now looking at assuming the very TBDs that were created, in some cases only a few months ago. Understanding the reporting requirements associated with the assumption of your TBD will assure a successful audit in the future.

While this blog has been all about the assumption of TBD's it's important to note that for those cities, towns, and counties that have not created a TBD you would still need to do so in order to access the revenue opportunities provided by [Ch. 36.73 RCW](#). After you have created the TBD then you can assume it. For more information on TBDs, see our [transportation benefit districts webpage](#).

Have questions or comments about TBDs? Write your question in the comments below or email me directly at tnelson@mrsc.org.



About Toni Nelson

Toni has over 24 years of experience with Local Government finance and budgeting. Toni's area of expertise include "Cash Basis" accounting and reporting, budgeting, audit prep and the financial issues impacting small local government.

[VIEW ALL POSTS BY TONI NELSON](#) ►

Comments

0 comments on Assuming the Powers of Your Transportation Benefit District? Here Are Some Items to Be Aware Of

Blog post currently doesn't have any comments.

TAB - B

LONG BEACH CITY COUNCIL MEETING

March 6, 2017

6:00 COUNCIL WORSHOP

WS 17-05 Vacant Council Seat Discussion

WS 17-06 Zoning Update

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

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

ROLL CALL

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

C. Kemmer made the motion to appoint Tina McGuire to the open council seat #2. C. Hanson seconded the motion. 3 Ayes, 1 Nay, motion passed. Tina McGuire was sworn in by Mayor Phillips.

PUBLIC COMMENT

No public comments.

CONSENT AGENDA

Minutes, February 21, 2017 City Council Meeting

Payment Approval List for Warrant Registers 56900-56923 & 81146-81233 for \$211,733.91

C. Linhart made the motion to approve the Consent Agenda. C. Hanson seconded the motion. 5 Ayes, motion passed.

BUSINESS

AB 17-11- Special Use Permit for the Sale of Fireworks

Ariel Smith, Community Development Director, presented the Agenda Bill. 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 conditions and is the 1st fireworks store request of 2017.

C. Hanson made the motion to conditionally approve SUP 2017-01 with the conditions identified by the staff. C. Linhart seconded the motion. 5 Ayes, motion passed.

AB 17-12- Interlocal Agreement with Pacific County for Integrated Solid Waste Management

David Glasson, City Administrator, presented the Agenda Bill. The purpose of this agreement is to establish a comprehensive solid waste management plan as mandated in Chapter 70.95 RCW, for collection, recycling, waste reduction, and disposal of solid waste produced or generated within the boundaries of the participating governments.

C. Linhart made the motion to authorize the Mayor to enter into the Interlocal Agreement with Pacific County for Integrated Solid Waste Management. C. Hanson seconded the motion. 5 Ayes, motion passed.

AB 17-13- Special Use Permit for the Sale of Fireworks- Ostgaard

Ariel Smith, Community Development Director, presented the Agenda Bill. Ms. Brooke Ostgaard dba Thunder Fireworks and Jake's Fireworks requests a Special Use Permit to operate a fireworks store for the 4th of July and New Year's holidays. Ms. Ostgaard has sold fireworks many times on these two holidays and has been a good vendor. This permit is the 2nd fireworks store request of 2017.

C. Linhart made the motion to approve SUP 2017-02 allowing temporary outdoor merchandising in the OT zone and declare the 4th of July as a festival for fee purposes. C. Hanson seconded the motion. 5 Ayes, motion passed.

AB 17-14- Biosolids Treatment and Disposal Engineering Report SOQ Award

David Glasson, City Administrator, presented the Agenda Bill. The City requested SOQs from qualifying consulting engineers to prepare a biosolids treatment and disposal report; this would be the first step to obtain grant/loan monies and move forward with the regional processing facility mandated by the Department of Ecology.

C. Linhart made the motion to authorize the Mayor to enter into an agreement with the recommended consultant for the production of the Regional Biosolids Treatment and Disposal Engineering Report. C. Hanson seconded the motion. 5 Ayes, motion passed.

AB 17-15- Bear Power Fencing Contract for Stanley Field

David Glasson, City Administrator, presented the Agenda Bill. The fencing contractor that was the low bid was unable to deliver the fence in a timely manner. Bear Power was the second lowest bid and can complete the fence on time.

C. Hanson made the motion to approve the contract with Bear Power. C. Linhart seconded the motion. 5 Ayes, motion passed.

AB 17-16- Task Force EMS Agreement Update

David Glasson, City Administrator, presented the Agenda Bill. The city is a member of Task Force EMS along with Ilwaco and Chinook Fire. Each entity has an interlocal agreement that forms "Task Force EMS" with the goal of providing effective, and cost conscious Emergency Medical Services to the people in their jurisdictions. The original contract has run out, and a replacement for Councilman Caldwell needs to be appointed. A recommendation also needs to be made to approve or modify the replacement contract.

C. Hanson made the motion to appoint C. McGuire as the replacement for Councilman Caldwell to the EMS Task Force. C. Linhart seconded the motion. 5 Ayes, motion passed.

C. Hanson made the motion to approve the replacement contract. C. Linhart seconded the motion. 5 Ayes, motion passed.

AB 17-17- Contract Amendment with EMD for Tsunami Berm Project

Ariel Smith, Community Development Director, presented the Agenda Bill. Due to some recent developments the design/planning/permitting phase of the tsunami berm project is taking longer than originally expected. There the City requested an extension for one year, this extension has been approved by both FEMA and EMD. This amendment confirms the aforementioned contract term extension. **C. Linhart made the motion to authorize the City Administrator to execute the contract amendment for HMGP D16-003. C. Hanson seconded the motion. 5 Ayes, motion passed.**

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Sales and Lodging Tax Collections
- AWC Certificate of Municipal Leadership
- AWC Local Infrastructure Issue Brief
- AWC Basic Law Enforcement Academy Issue Brief
- Parks/Streets/Stormwater February Monthly Report

ADJOURNMENT

The Mayor adjourned the meeting at 7:27 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2017 - March - First

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

| Council Member | Council Member | Council Member | Clerk/Treasurer |
|----------------|----------------------------|----------------|-----------------|
| Number | Name | Print Date | Amount |
| 56924 | Bell, Helen S | 3/3/2017 | \$290.54 |
| 56925 | Binion, Jacob | 3/3/2017 | \$1,754.20 |
| 56926 | Booi, Kristopher A | 3/3/2017 | \$1,410.52 |
| 56927 | Gilbertson, Bradley K | 3/3/2017 | \$1,525.57 |
| 56928 | Goulter, John R. | 3/3/2017 | \$1,795.29 |
| 56929 | Hanson, Natalie | 3/3/2017 | \$266.95 |
| 56930 | Huff, Timothy M. | 3/3/2017 | \$1,535.50 |
| 56931 | Kaino, Kris | 3/3/2017 | \$1,015.75 |
| 56932 | Kemmer, Holli L | 3/3/2017 | \$266.95 |
| 56933 | Kemmer, Larry L | 3/3/2017 | \$1,243.87 |
| 56934 | Linhart, Steven P | 3/3/2017 | \$266.95 |
| 56935 | Luethe, Paul J | 3/3/2017 | \$1,490.07 |
| 56936 | Mortenson, Tim | 3/3/2017 | \$1,947.00 |
| 56937 | Murry, Del R | 3/3/2017 | \$266.95 |
| 56938 | Padgett, Timothy J | 3/3/2017 | \$1,527.82 |
| 56939 | Phillips, Gerald S | 3/3/2017 | \$436.65 |
| 56940 | Quittner, Jonathan H | 3/3/2017 | \$958.70 |
| 56941 | Russum, Richard | 3/3/2017 | \$1,458.29 |
| 56942 | Warner, Ralph D. | 3/3/2017 | \$1,892.24 |
| 56943 | Williams, David L | 3/3/2017 | \$276.95 |
| 56944 | Wood, Matthew T | 3/3/2017 | \$983.38 |
| 56945 | Wright, Flint R | 3/3/2017 | \$2,538.31 |
| 56946 | Zuern, Donald D. | 3/3/2017 | \$2,108.39 |
| 56947 | AFLAC | 3/3/2017 | \$469.35 |
| 56948 | Association of WA Cities | 3/3/2017 | \$30,978.18 |
| 56949 | City of Long Beach - Fica | 3/3/2017 | \$12,354.22 |
| 56950 | City of Long Beach - FWH | 3/3/2017 | \$9,265.05 |
| 56951 | Council Gift Fund | 3/3/2017 | \$50.00 |
| 56952 | Dept of Labor & Industries | 3/3/2017 | \$1,623.37 |

| Number | Name | Print Date | Clearing Date | Amount |
|--------|---|------------|---------------|-------------|
| 56953 | Dept of Retirement Systems | 3/3/2017 | | \$12,196.80 |
| 56954 | Dept of Retirement Systems Def Comp | 3/3/2017 | | \$1,300.00 |
| 56955 | Massmutual Retirement Services | 3/3/2017 | | \$825.00 |
| 56956 | Teamsters Local #58 | 3/3/2017 | | \$204.50 |
| 81234 | Goulter, John | 3/6/2017 | | \$331.68 |
| 81235 | Zuern, Donald | 3/6/2017 | | \$446.08 |
| 81236 | Kitzman, Mike | 3/6/2017 | | \$266.24 |
| 81237 | Department of Licensing | 3/6/2017 | | \$45.25 |
| 81238 | Booi, Kris | 3/6/2017 | | \$215.72 |
| 81239 | Pacific County Auditor | 3/6/2017 | | \$33.00 |
| 81240 | GE Analytical Instruments, Inc | 3/8/2017 | | \$3,863.70 |
| 81241 | Glasson, David | 3/14/2017 | | \$313.68 |
| 81242 | Ilwaco Charter Association | 3/14/2017 | | \$1,000.00 |
| 81243 | Myers, Ragan | 3/15/2017 | | \$375.51 |
| 81244 | Pacific County Auditor | 3/15/2017 | | \$33.00 |
| 81245 | Meling, Casey | 3/15/2017 | | \$216.48 |
| 81246 | CenturyLink | 3/15/2017 | | \$1,881.00 |
| 81247 | Chevron & Texaco Business Card Services | 3/15/2017 | | \$2,000.00 |
| 81248 | Dept of Ecology | 3/15/2017 | | \$1,888.92 |
| 81249 | Department of Health | 3/15/2017 | | \$2,783.30 |
| 81250 | Luce, Tosha | 3/15/2017 | | \$84.43 |
| 81251 | Neofunds By Neopost | 3/15/2017 | | \$1,000.00 |
| 81252 | Public Utility District 2 | 3/15/2017 | | \$11,077.31 |
| 81253 | Quill Corporation | 3/15/2017 | | \$46.43 |
| 81254 | STAPLES ADVANTAGE | 3/15/2017 | | \$371.46 |
| 81255 | Wright, Flint | 3/15/2017 | | \$684.49 |
| 81256 | Wood, Matt | 3/17/2017 | | \$215.72 |
| 81257 | A-1 Redi Mix | 3/17/2017 | | \$345.60 |
| 81258 | Airgas USA LLC | 3/17/2017 | | \$33.60 |
| 81259 | AKS Engineering & Forestry | 3/17/2017 | | \$5,678.72 |
| 81260 | All Safe Mini Storage | 3/17/2017 | | \$190.00 |
| 81261 | AlSCO-American Linen Div. | 3/17/2017 | | \$201.68 |
| 81262 | Arts Auto Parts Inc. | 3/17/2017 | | \$24.75 |
| 81263 | Association of Washington Cities | 3/17/2017 | | \$375.00 |
| 81264 | Astoria Janitor & Paper Supply | 3/17/2017 | | \$883.80 |
| 81265 | Backflow Management Inc | 3/17/2017 | | \$2,400.00 |
| 81266 | Bailey's Saw Shop | 3/17/2017 | | \$257.25 |
| 81267 | Beach Batteries | 3/17/2017 | | \$272.06 |
| 81268 | Beachdog.com Inc. | 3/17/2017 | | \$1,379.68 |
| 81269 | BMC WELDING | 3/17/2017 | | \$830.71 |
| 81270 | Boman, Karen | 3/17/2017 | | \$2.47 |
| 81271 | BSK Associates | 3/17/2017 | | \$894.50 |
| 81272 | Chinook Observer | 3/17/2017 | | \$173.88 |
| 81273 | CHINOOK SALES & RENTALS | 3/17/2017 | | \$4,730.40 |
| 81274 | Clatsop Power Equipment | 3/17/2017 | | \$1,743.29 |
| 81275 | Coast Rehabilitation Services | 3/17/2017 | | \$292.00 |

| Number | Name | Print Date | Clearing Date | Amount |
|--------|--|------------|---------------|-------------|
| 81276 | Davis, Lynn | 3/17/2017 | | \$83.68 |
| 81277 | Dennis Company | 3/17/2017 | | \$1,000.89 |
| 81278 | Department of Licensing - Firearms Section | 3/17/2017 | | \$18.00 |
| 81279 | Ellyson, Sue | 3/17/2017 | | \$7.20 |
| 81280 | Englund Marine Supply | 3/17/2017 | | \$1,373.47 |
| 81281 | Evergreen Septic Pumping LLC | 3/17/2017 | | \$1,215.00 |
| 81282 | Ferguson Enterprises, Inc #3007 | 3/17/2017 | | \$814.69 |
| 81283 | Ford Electric | 3/17/2017 | | \$145.44 |
| 81284 | Galls, LLC | 3/17/2017 | | \$235.78 |
| 81285 | Goodyear Tire & Rubber Co. | 3/17/2017 | | \$2,049.86 |
| 81286 | GRAINGER | 3/17/2017 | | \$99.66 |
| 81287 | Hach Company | 3/17/2017 | | \$791.03 |
| 81288 | Interstate Battery | 3/17/2017 | | \$554.62 |
| 81289 | Iron Mountain | 3/17/2017 | | \$116.30 |
| 81290 | John E. Reid and Associates Inc. | 3/17/2017 | | \$445.00 |
| 81291 | L.N. Curtis & Sons | 3/17/2017 | | \$140.96 |
| 81292 | Lawson Products, Inc. | 3/17/2017 | | \$284.44 |
| 81293 | Naselle Rock & Asphalt | 3/17/2017 | | \$192.94 |
| 81294 | North Coast Truck Parts | 3/17/2017 | | \$85.00 |
| 81295 | Ocean Beach Medical Clinic | 3/17/2017 | | \$575.00 |
| 81296 | Oman & Son Builders | 3/17/2017 | | \$2,338.46 |
| 81297 | One Call Concepts, Inc. | 3/17/2017 | | \$35.64 |
| 81298 | Pacific Art & Office Supply | 3/17/2017 | | \$35.64 |
| 81299 | Pacific County Auditor | 3/17/2017 | | \$10,767.74 |
| 81300 | Pacific County Health & Human Services | 3/17/2017 | | \$93.20 |
| 81301 | Pacific County Sheriffs | 3/17/2017 | | \$199.50 |
| 81302 | Peninsula Landscape Supply | 3/17/2017 | | \$592.92 |
| 81303 | Peninsula Sanitation | 3/17/2017 | | \$1,384.07 |
| 81304 | Peninsula Visitors Bureau | 3/17/2017 | | \$22,115.68 |
| 81305 | Penoyar, William | 3/17/2017 | | \$1,000.00 |
| 81306 | Porter Foster Rorick LLP | 3/17/2017 | | \$520.00 |
| 81307 | PR Diamond Products, Inc. | 3/17/2017 | | \$309.00 |
| 81308 | Radio Shack | 3/17/2017 | | \$15.08 |
| 81309 | Relentless LLC dba Desert | 3/17/2017 | | \$599.00 |
| 81310 | SDS Municipal Consulting LLC | 3/17/2017 | | \$1,800.00 |
| 81311 | Snap ON Tools | 3/17/2017 | | \$546.64 |
| 81312 | Society for Human Resource Management | 3/17/2017 | | \$199.00 |
| 81313 | Solutions Yes | 3/17/2017 | | \$222.66 |
| 81314 | Sternberg Lanterns, Inc | 3/17/2017 | | \$1,950.00 |
| 81315 | SUNSET AUTO PARTS, INC | 3/17/2017 | | \$1,939.61 |
| 81316 | Tangly Cottage Garden | 3/17/2017 | | \$237.60 |
| 81317 | Total Battery & Auto | 3/17/2017 | | \$212.01 |
| 81318 | U.S. Cellular | 3/17/2017 | | \$161.08 |
| 81319 | Universal Blower Pac, Inc | 3/17/2017 | | \$396.46 |
| 81320 | Vision Municipal Solutions | 3/17/2017 | | \$8,285.76 |
| 81321 | Wadsworth Electric | 3/17/2017 | | \$106.92 |

| Number | Name | Print Date | Clearing Date | Amount |
|--------|-------------------------|------------|---------------|--------------|
| 81322 | Wilcox & Flegel Oil Co. | 3/17/2017 | | \$1,791.30 |
| 81323 | World Kite Museum | 3/17/2017 | | \$2,997.41 |
| 81324 | Zee Medical Service Co. | 3/17/2017 | | \$44.42 |
| | Total | | Check | \$217,531.86 |
| | Grand Total | | | \$217,531.86 |

TAB - C



**CITY COUNCIL
AGENDA BILL**

AB 17-18

Meeting Date: March 20, 2017

AGENDA ITEM INFORMATION

| SUBJECT: Hearing Examiner Contract Amendment | Originator: | |
|---|-----------------------------------|----|
| | Mayor | |
| | City Council | |
| | City Administrator | |
| | City Attorney | |
| | City Clerk | |
| | City Engineer | |
| | Community Development Director | AS |
| | Finance Director | |
| | Fire Chief | |
| | Police Chief | |
| | Streets/Parks/Drainage Supervisor | |
| | Water/Wastewater Supervisor | |
| | Other: | |
| COST: increase payment schedule | | |

SUMMARY STATEMENT: Over the past 12 years Jan Hedges has been the City of Long Beach's Hearing Examiner and his pricing has never increased. We are proposing a slight increase to Jan's payment schedule based on experience, inflation and his commitment to the City of Long Beach.

RECOMMENDED ACTION: *Authorize the Mayor to execute the agreement between the City of Long Beach and Jan Hedges for Hearing Examiner Services.*



Post Office Box 310
115 Bolstad Avenue West
Long Beach, WA 98631
Telephone 360.642.4421
FAX 360.642.8841
planner@longbeachwa.gov

March 20, 2017

Subject: Hearing Examiner Services

Jan Hedges
734 Schaffran Road
Castle Rock, WA 98611

Dear Mr. Hedges,

Pursuant to the approval of the Long Beach City Council, this correspondence will serve as an amended contact between you and the City of Long Beach for services as Hearings Examiner.

The parties agree to the following conditions:

1. Fees to be paid to the Hearings Examiner are as follows:

| Hearing Type: | Payment: |
|--|----------|
| Variance | \$400 |
| Conditional Use Permit | \$400 |
| Long Plat – Preliminary | \$650 |
| Resubmittal/Extensions – Subdivisions | \$200 |
| Shoreline Substantial Development Permit | \$400 |
| Shoreline Conditional Use | \$400 |
| Shoreline Variance | \$400 |

It is further agreed that the above fees are based on approximately \$125 per hour. If a case before the Hearings Examiner goes significantly beyond this, the City agrees to proportionately increase the payment provided the reasons for the increase are beyond the Hearings Examiner's control.

2. The City shall reimburse the Hearings Examiner for travel between the City of Long Beach and his home at the current Federal mileage rates.
3. Either party can terminate this agreement upon 30 days written notice to the other party.

For the City of Long Beach:

Hearings Examiner:

X

Jerry Phillips, Mayor

X

Jan LeM. Hedges

Attest:

X

Clerk



Post Office Box 310
Long Beach, Washington 98631
Telephone 360-642-4421
Fax 360-642-8841
lngbeach@willapabay.org

June 15, 2005

Jan Hedges
734 Schaffran Road
Castle Rock, WA 98611

Dear Mr. Hedges:

Pursuant to the approval of the Long Beach City Council, this correspondence shall serve as a contract between you and the City of Long Beach for services as Hearings Examiner.

The parties agree to the following conditions:

1. Fees to be paid to the Hearings Examiner are as follows:

| Hearing Type: | Payment: |
|--|----------|
| Variance | \$300 |
| Conditional Use Permit | \$300 |
| Long Plat—Preliminary | \$500 |
| Long Plat—Final | \$300 |
| Resubmittal/Extensions—Subdivisions | \$100 |
| Shoreline Substantial Development Permit | \$300 |
| Shoreline Conditional Use | \$300 |
| Shoreline Variance | \$300 |

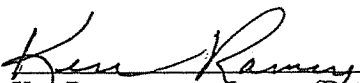
It is further agreed that the above fees are based on approximately \$100 per hour. If case before the Hearings Examiner goes significantly beyond this, the City agrees to proportionately increase the payment provided the reasons for the increase are beyond the Hearings Examiner's control.

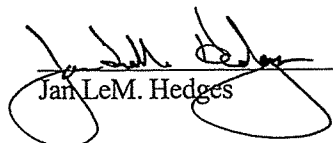
2. The City shall reimburse the Hearings Examiner for travel between the City of Long Beach and his home at the current Federal mileage rates.

3. Either party can terminate this agreement upon 30 days written notice to the other party.

For the City of Long Beach:

Hearings Examiner:


Ken Ramsey (Date) 7/13/05
Mayor


Jan LeM. Hedges (Date) 7-7-'05

Attest:


Clerk

TAB - D



**CITY COUNCIL
AGENDA BILL**

AB 17-19

Meeting Date: March 20, 2017

AGENDA ITEM INFORMATION

| AGENDA ITEM INFORMATION | | |
|--|-----------------------------------|----|
| SUBJECT: Planning Commission Administration and Enforcement – Ordinance 935 | <i>Originator:</i> | |
| | Mayor | |
| | City Council | |
| | City Administrator | |
| | City Attorney | |
| | City Clerk | |
| | City Engineer | |
| | Community Development Director | AS |
| | Finance Director | |
| | Fire Chief | |
| | Police Chief | |
| | Streets/Parks/Drainage Supervisor | |
| | Water/Wastewater Supervisor | |
| COST: N/A | Other: | |

SUMMARY STATEMENT: The Planning Commission and staff have agreed that moving the regular monthly meeting to 6pm instead of 7pm would better suit the needs of all parties involved.

RECOMMENDED ACTION: *Authorize the Mayor to execute Ordinance 935 amending the time for the regularly scheduled Planning Commission meetings from 7pm to 6pm.*

ORDINANCE No. 935

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON RELATING TO ADMINISTRATION AND ENFORCEMENT OF THE LONG BEACH PLANNING COMMISSION; AMENDING ORDINANCE 848, CHAPTER 2 OF TITLE 11 UNIFIED DEVELOPMENT CODE

WHEREAS, the City Council deems it necessary to change the time of Long Beach Planning Commission meetings to 6:00pm due to the request from the governing body;

THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON DOES
HEREBY ORDAIN, AS FOLLOWS:

Section 1. ADMINISTRATION AND ENFORCEMENT.

11-2B-2

- A. Meetings: The planning commission shall meet on the second Tuesday of each month at ~~seven o'clock (7:00) P.M.~~ six o'clock (6:00) P.M. at the Long Beach city hall, or at date and time set by the planning commission. The Planning Commission may hold special meetings upon the request of the chairperson or of a majority of the planning commission, provided all state and law notice requirements for a special meeting are met.

Section 2. SEVERABILITY.

If any portion of this ordinance as now or hereafter amended, or its application to any person or circumstances, is held invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged to be invalid or unconstitutional, and its application to other persons or circumstances shall not be affected.

Section 3. EFFECTIVE DATE

This Ordinance shall take effect five days after publication.

ADOPTED this 20th day of March, 2017

AYES

NAYS

ABSENT

ABSTENTIONS

Mayor

ATTEST:

City Clerk/Treasurer

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 17-20**

Meeting Date: March 20, 2017

AGENDA ITEM INFORMATION

| AGENDA ITEM INFORMATION | | |
|--|-----------------------------------|----|
| SUBJECT: Ordinance 934 Miscellaneous Fees | <i>Originator:</i> | |
| | Mayor | |
| | City Council | |
| | City Administrator | DG |
| | City Attorney | |
| | City Clerk | |
| | City Engineer | |
| | Community Development Director | |
| | Finance Director | |
| | Fire Chief | |
| | Police Chief | |
| | Streets/Parks/Drainage Supervisor | |
| COST: N/A | Water/Wastewater Supervisor | |
| | Other: | |

SUMMARY STATEMENT: The city has some miscellaneous fees that haven't been updated in twenty years. The new fees more accurately reflect the cost of providing services.

RECOMMENDED ACTION: *Adopt Ordinance 934*

Ordinance Number 934

An Ordinance of the City of Long Beach setting miscellaneous water/sewer related fees and repealing all Ordinances in conflict.

BE IT ORDAINED by the Long Beach City Council as follows:

Section 1. Miscellaneous Fees.

- A. Checks returned to the city because of insufficient funds shall be charged an additional \$50.00
- B. Transfers of Water/Sewer accounts shall be charged \$20.00.
- C. Lien Filing Fee shall be \$100.00
- D. Lien Removal Fee shall be \$100.00
- E. Certified Letter Fee shall be \$20.00
- F. Duplicate Bill Fee shall be \$2.00

Section 2. Water Installation Fees.

Parts, Labor and Equipment:

- A. Labor is figured at \$45.00 per hour.
- B. Parts are sold at our cost.
- C. Backhoe is figured at \$75.00 per hour.

Hourly rate is figured as the time the labor and/or equipment is at the job site, rounded to the nearest 15 minutes.

Section 3. Repealing Conflicting Ordinances.

Any Ordinance in conflict with this Ordinance, to the extent of such conflict, is hereby repealed.

Section 4. Effective Date.

This Ordinance shall be in full force and effect five days from and after its passage, approval, and publication in the manner required by law.

PASSED this 20th day of March, 2017

AYES _____

NAYS _____

ABSENT _____

ATTEST:

Mayor

Clerk

TAB — F



**CITY COUNCIL
AGENDA BILL**

AB 17-21

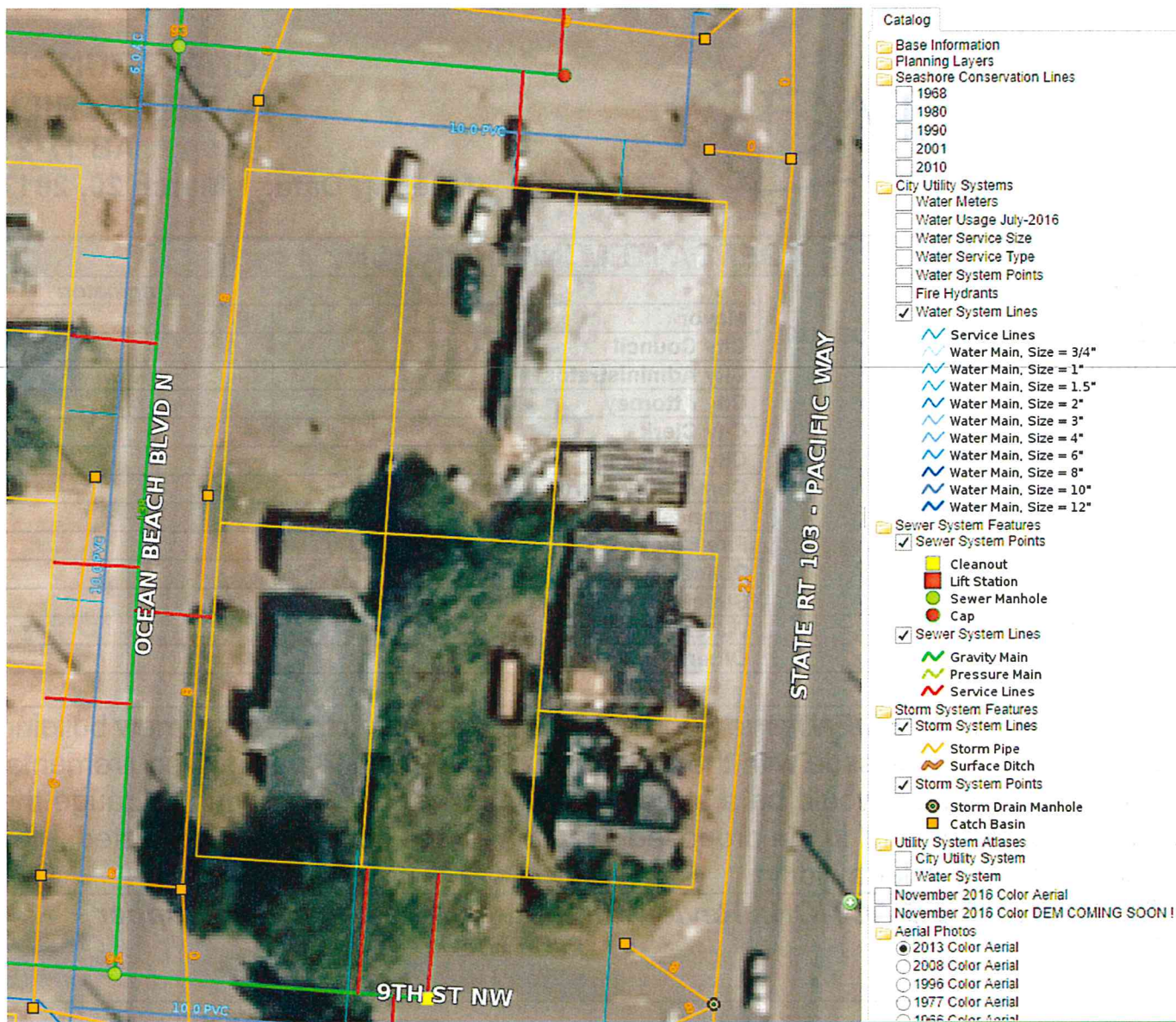
Meeting Date: March 20, 2017

AGENDA ITEM INFORMATION

| SUBJECT: His Supper Table vacation request. | Originator: | |
|---|-----------------------------------|----|
| | Mayor | |
| | City Council | |
| | City Administrator | DG |
| | City Attorney | |
| | City Clerk | |
| | City Engineer | |
| | Community Development Director | |
| | Finance Director | |
| | Fire Chief | |
| | Police Chief | |
| | Streets/Parks/Drainage Supervisor | |
| | Water/Wastewater Supervisor | |
| COST: N/A | Other: | |

SUMMARY STATEMENT: His Supper Table is attempting to design a new building and has a potential issue with the building size and meeting parking requirements. A possible solution would be a street vacation. They are just trying to gauge the interest of the council in the proposed vacation. If the council isn't interested, they will design a smaller building.

RECOMMENDED ACTION: *Review the request and advise His Supper Table.*



TAB — G



**CITY COUNCIL
AGENDA BILL**

AB 17-22

Meeting Date: March 20, 2017

AGENDA ITEM INFORMATION

| | | |
|--|-----------------------------------|----|
| SUBJECT: DNR Agreement for Fire Department Reimbursement | Originator: | |
| | Mayor | |
| | City Council | |
| | City Administrator | DG |
| | City Attorney | |
| | City Clerk | |
| | City Engineer | |
| | Community Development Director | |
| | Fire Chief | MB |
| | Police Chief | |
| | Streets/Parks/Drainage Supervisor | |
| COST: N/A | Water/Wastewater Supervisor | |
| | Other: | |
| SUMMARY STATEMENT: This agreement allows the city to be reimbursed for fire mobilization costs when called upon by the state and allows us to receive federal surplus property. | | |
| RECOMMENDED ACTION: <i>Approve and authorize the Administrator to sign.</i> | | |



**DEPARTMENT OF
NATURAL RESOURCES**

PACIFIC CASCADE REGION

PO BOX 280
601 BOND RD
CASTLE ROCK, WA 98611

360-577-2025

DNR RE PACIFIC CASCADE
REGION@DNR.WA.GOV
WWW.DNR.WA.GOV

03/06/2017

Long Beach Volunteer Fire Department
PO Box 310
Long Beach, WA 98631

Dear Chief Glasson:

The purpose of this letter is to provide your Fire District the opportunity to enter into a Forest Land Response Agreement & Federal Grant Agreement with the Department of Natural Resources.

This agreement provides a cooperating fire district or department the opportunity to acquire and use Federal excess property that can be used for firefighting; the opportunity to acquire Federal grants for fire equipment, communication, and training. It also provides for the payment of personnel and equipment that might be requested by DNR to assist in fighting wildland fires under DNR jurisdiction.

Enclosed are two new original Forestland Fire Response Agreements for your review and signature.

➤ **Please sign both documents and return to me by:
April 10, 2017**

In addition, a **Certification of Insurance** must be completed and returned with the signed agreements to fulfill the insurance requirements stated per SECTION 16.

After all signatures are secured, I will return an original for your records. If you have any questions, I can be reached at (360) 575-5017.

Sincerely,

Jeanette Foster
NR Tech 3

Enclosures
Fire District File

FOREST LAND RESPONSE AGREEMENT & FEDERAL GRANT AGREEMENT

Agreement No. 93-095338

This Agreement is entered into between the state of Washington, Department of Natural Resources, Pacific Cascade Region, hereinafter referred to as DNR, and Long Beach Volunteer Fire Department, PO Box 310, Long Beach, WA 98631 Fire Protection District/Department, hereinafter referred to as District/Department.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135, RCW 76.04.610(3); by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries; and, (3) provide District/Department assistance by: the sub-loan of all federal excess property by DNR under the Federal Property and Administrative Services Act of 1949, as amended (P.L. 94-519) and section 7 of the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313); the transfer of ownership of firefighting property by DNR under the Rural Fire Department Equipment Priority Act, 10 USC 2576b; the distribution of funds under section 10(b)(3) of the Cooperative Forestry Assistance Act as amended by the Forest Stewardship Act of 1990 (P.L. 101-624) for the Volunteer Fire Assistance Program; the distribution of funds under Department of the Interior and Related Agencies Appropriations Act (P.L. 106-291) for the Rural Fire Assistance Program; and, the distribution of funds under the State Fire District Assistance Program under RCW 76.04.610(3).
2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to resources ordered through the DNR region for dispatch outside of District/Department boundaries, to District/Department support provided by DNR, and Federal/State Grant Programs managed by DNR. "Forestland", as used in this Agreement, is as the term is defined by RCW 76.04.005.

3. **Jurisdictional Responsibility:** Within or adjacent to the District/Department's boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
- (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and not within the boundaries of the District/Department. **(Optional clause: If county assessor has segregated improved and unimproved land on county assessment rolls: Land subject to Forest Fire Protection Assessment and not subject to District/Department fire protection district levy.)**
 - (2) **Sole District Jurisdiction:** Land subject to District/Department fire protection district levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and within the boundaries of the District/Department. **(Optional clause: If county assessor has segregated improved and unimproved land on county assessment rolls: Land subject to Forest Fire Protection Assessment and District/Department fire protection district levy.)**
4. **Fire Incident Response:**
- (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
5. **Off-Season Incidents:** "Off-Season" as used in this Agreement is defined as the period from October 16 through June 15. These dates may be altered by mutual consent of the signatory parties.
- (1) **Sole DNR Jurisdiction:** The DNR will respond and conduct necessary fire suppression operations depending on the availability of resources and the threat to forestland. The DNR may request District/Department response, subject to availability, to provide additional suppression resources.
 - (2) **Sole District/Department Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. The District/Department may request

DNR response, subject to availability, for fire investigation or additional suppression resources.

- (3) **Joint Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. DNR will respond depending on the availability of resources and the threat to forestland.

6. **Command:**

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency; the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

7. **Fire Control and Suppression:**

- (1) **Containment:** "Containment" is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and forestlands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, "under prevailing conditions" includes consideration of resources available for continued operations.

"Containment time" will be determined by the incident commander or, if operating under unified command, by mutual agreement of unified command.

- (2) **Contained Forest Land Fires:** When containment of forestland fire is achieved, District/Department resources will be released from the incident for return to service and availability for initial alarm response/attack; provided, however, DNR may request that District/Department resources be retained to assist in incident mop-up.
- (3) **Special Resources:** "Special resources" include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.
- (4) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see Section 11 of this Agreement) by DNR prior to the mobilization of special resources.

8. **Operations Guidelines:** Representatives of the District/Department and DNR shall mutually develop operations guidelines that provide principles, direction and guidance

for the conduct of fire control operations. The operations guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding. See Attachment A for Operating Guidelines, which is incorporated by reference herein.

9. **Fire Investigation:** The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment, i.e., sole DNR or joint jurisdiction areas.

10. **Costs:**

- (1) **Charges Not Required:** The purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1), and in most instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge for resource costs (as described in Subsections (2), (3), and (4) below) and in such event the provisions of this Section 10 apply.
- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs as provided in Section 11.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs as provided in Section 11.
- (4) **Joint Jurisdiction:**
 - (a) **Initial Attack to Containment Time:** Each Party will pay its own costs.
 - (b) **After Containment:** After containment, DNR will pay District/Department personnel and equipment costs, which are requested by DNR for mop-up operations as provided in Section 11.

11. **Cost Reimbursement Procedures:** All provisions within this Agreement for reimbursement of costs are subject to the following conditions:

- (1) **Notice:** Prior to costs being incurred as allowed by this Agreement, notice of such expenditure must be given to the on-scene incident commander of the requesting agency prior to the expenditure or commitment of funds.
- (2) **Invoice:** Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

12. **Cost Reimbursement Rates:** District/Department volunteer personnel will be reimbursed by DNR at the Washington-Oregon Interagency Firefighting Wage Rates as "Emergency Firefighters."

Equipment costs shall be paid to the resource provider at the Washington-Oregon Interagency Fire Equipment Rental Rates ("DNR Wage & Equipment Rates for Wildfire

Resources”) or as otherwise agreed to in writing by the respective authorized agency representatives.

Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider’s actual total cost.

13. **Federal Excess Personal Property:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Federal Excess Personal Property (FEPP), DNR will sub-loan FEPP to the District/Department on a most needed basis. See Attachment B - Federal Excess Personal Property, which is incorporated by reference herein.
14. **Firefighter Property Program:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Department of Defense (DOD) excess firefighting and firefighting support equipment acquired by DNR under the Firefighter Property Program (FFP), DNR will transfer such equipment to the District/Department on a most needed basis. See Attachment C - Firefighter Property Program, which is incorporated by reference herein.
15. **Assistance Grants:** Volunteer Fire Assistance (VFA) and Rural Fire Assistance (RFA) are Federal grant programs administered by DNR that provide funds for fire equipment, training, and initial fire department organization to fire departments serving small communities under 10,000 in population. Fire District Assistance (FIREDAC) is State funding for fire districts administered by DNR for the same purposes. Eligible District/Departments may apply for assistance grant projects each year, under the terms and conditions provided to District/Departments on the DNR Fire District Assistance website at www.dnr.wa.gov. If approved for funding, the District/Department must comply with all program requirements some of which are identified on the website and described in Attachment D – Assistance Grants, which is incorporated by reference herein.
16. **Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State’s Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR’s option. If the District/Department is self-insured, evidence of its status as self-insured may be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

| <u>Description</u> | <u>Dollar Amount</u> |
|---|----------------------|
| General Aggregate Limit (Other than products-completed operations) | \$2,000,000 |
| Each Occurrence Limit | \$2,000,000 |

- (2) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. The Description of Covered Autos must include one or more of the following:

- A. "Any Auto" (Symbol 1).
- B. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2)
- C. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8)
- D. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9)

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

| <u>Description</u> | <u>Each Accident</u> |
|-----------------------------------|----------------------|
| Bodily Injury and Property Damage | \$1,000,000 |

- (3) **Workers Compensation Insurance:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and

shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

17. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with the Command Section 6 of this Agreement.
18. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
19. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
20. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.
21. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
22. **Compliance with Laws:** Parties shall comply with all applicable federal and state laws, rules and regulations that govern each component of this Agreement.
23. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
24. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
25. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the

invalid provision(s), and to this end the provisions of this Agreement are declared severable.

26. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.
27. **Term of Agreement:** This Agreement shall be effective from the date of the last signature for a term of five years unless otherwise terminated in accordance with the terms of this Agreement.
-

28. **Agreement Managers:**

The Agreement Manager for the District/Department is:

Name: ~~David Glasson~~ MATT BONNEY

Title: Chief

Telephone: ~~360-642-2900~~ 360 642 4421

The Agreement Manager for the DNR is:

Name: Russ Truman

Title: Fire Operations District Manager

Telephone: 360-575-5016

This Agreement supersedes all previous agreements.

Signatures:

FIRE PROTECTION DISTRICT/DEPARTMENT

Dated _____, 20 ____

By _____
Signature

Print Name

Title

Dated _____, 20 ____

By _____
Signature

Print Name

Title

Dated _____, 20 ____

By _____
Signature

Print Name

Title

Dated _____, 20 ____

By _____
Signature

Print Name

Title

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated _____, 20 ____

By _____
Signature

Name Eric Wisch

Title Region Manager

Attachment A Operations Guidelines Forestland Response Agreement

Dispatch and Payment for Fire Service Resources outside the Fire Service District/Department Jurisdictional Boundaries

Department of Natural Resources (DNR) agrees to dispatch paid Fire Service District/Department resources to incidents outside of the Fire Service Districts/Departments' jurisdictional boundaries as needed to meet DNR's responsibilities and as approved by the Fire Service District/Department. Participation by a Fire Service District/Department in wildfire assignments outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This agreement extends to:

- Washington Fire Service (WFS) paid members who participate on the Washington Interagency Incident Management Teams (WIIMT) (member/alternate pool/trainee) or Washington State Prevention Teams dispatched through DNR.
- Members of WIIMT/Prevention Teams (includes alternate pool and trainees) who are Fire Service volunteers will need to enter into a separate individual agreement with DNR.
- Two options are covered under this agreement at the following rates:
 - ☒ Interagency Wage & Equipment Rates, or
 - ☐ If paid by Fire District, Special Rates to include:
 - Wildland Firefighter I, Firefighter II, and Truck Drivers \$ _____.
 - Single Resource Boss \$ _____.
- WFS members qualified as task force/strike team leaders or above;
- WFS Engines and other equipment as ordered through the DNR Region.

The Fire Service District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed for ROSS status);
- 3) Keep equipment and personnel status current in the Resource Ordering Status System (ROSS) by selecting option a. or b. as the preferred option. (Check one):
 - a. ☐ DNR Region will give Web-Status rights – login and password - to your fire District/Department to enable you to Web-Status your employees. You can decide which employees to share the login and password with; update status as necessary.
 - b. ☒ DNR Region will status your employees. For this option, you would need to provide DNR Region Dispatch with the status of your employees every Monday

by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

- 4) Notify DNR Region of any changes in status of personnel/equipment, i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.
- 5) All personnel and equipment dispatched will be paid by the Fire Service District/Department; (except WIIMT members who are volunteers will follow payment procedures outlined in their individual agreement);
- 6) Invoice for overhead personnel will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288; other travel costs (meals, lodging not provided by the incident) must be documented with receipts.
 - b. Original shift ticket documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoice for equipment (engines/tenders) will include Original Emergency Equipment Rental Form (OF-286) and shift tickets.

The DNR Region agrees:

- 1) To assist the Fire Service District/Department with ROSS statusing;
- 2) Maintain IQS records for Fire Service District/Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Not to transfer dispatched equipment and/or personnel from one incident to another without prior approval of the Fire Service District/Department;
- 4) Reimburse the Fire Service District/Department within 30 days of invoice receipt and documentation as required in Item 6 above;
- 5) Reimburse the Fire Service District/Department at the Total Cost of Compensation Rate for personnel; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement);
- 6) Reimburse the Fire Service District/Department at the DNR Interagency Wage and Equipment Rate for equipment;
- 7) Reimburse the Fire Service District/Department personnel travel mileage at the current State mileage rate; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement).

Attachment B

FEDERAL EXCESS PERSONAL PROPERTY

Equipment Acquisition: The District/Department is required to identify its needs by completing an Equipment Needs Request, in the form provided by DNR Resource Protection Division (hereinafter referred to as DNR), and submitting the request to DNR no later than the end of January of each year, unless otherwise allowed by DNR. DNR will acquire Federal Excess Personal Property (FEPP) suitable for conversion into firefighting or fire prevention apparatus. Equipment will be made available for loan to eligible fire districts and departments with priority based on the greatest need. Equipment will be made available “as is” with no disclosure or warranty as to implied condition.

- 1) Ownership of all non-consumable FEPP shall remain the property of the U.S. Forest Service.
- 2) All FEPP must be used for firefighting and fire prevention activities. Personal use of FEPP for purposes not directly associated with normal responsibilities of the District/Department is prohibited.

Identification: DNR will identify all non-consumable FEPP with a metal program identification tag with an inventory tracking number.

Equipment Use, Refurbishment, and Maintenance Requirements:

- 1) The District/Department agrees to accept FEPP in “as is” condition, and to refurbish, equip, repair, and maintain it at no cost to DNR. Equipment must be put into service within one year of acceptance. The District/Department may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date.
- 2) If equipment is not put into service within one year and the District/Department does not receive written approval from DNR for an extension, DNR will notify the District/Department of an “in service” violation and immediately reallocate or dispose of the item.
- 3) All vehicles and trailers must be registered and licensed by the District/Department through the Washington Department of Licensing, and copies provided to DNR.
- 4) The District/Department must remove all military or governmental exterior logos, insignias, identification numbers, and paint patterns from the FEPP prior to placing the unit in service.
- 5) Equipment will be painted with the fire District/Department standard color(s) when existing paint is badly deteriorated, faded, peeling, or the original paint is camouflage or olive drab.
- 6) Cannibalization. Cannibalization is the practice of disassembling unserviceable equipment to use serviceable parts on similar units. The removal of any parts other than minor items is cannibalization. It is permissible to strip components from one or more pieces of equipment to create a usable apparatus subject to written approval of the USDA Forest Service through DNR. The process to strip and dispose of excess components must be completed within one year of written approval to cannibalize. The District/Department will notify DNR

immediately after cannibalization is complete. DNR will dispose of remaining components through the US Forest Service, and General Services Administration (GSA).

- 7) In case of loss, theft, damaged, destroyed, or vandalized property, the District/Department is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate documents to the District/Department for documentation, and to the US Forest Service for appropriate action. If the property is insured, US Forest Service must receive a share of any insurance proceeds equal to their ownership share in the property. If gross negligence is involved, the Fire District may be required to pay fair market value for the FEPP or repair or replace the property at the Fire District's expense.

Property Disposal: The District/Department agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used FEPP to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District/Department's facility. The District/Department agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process.

Property Inventory/Audit: Upon request by DNR, the District/Department agrees to make FEPP items available for the purpose of conducting a physical inventory and to facilitate a program review. The District/Department shall provide access to and the right to examine all records, books, papers, or documents relating to the FEPP to facilitate a State or Federal audit. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FEPP (i.e., registration, insurance, final disposal).

Attachment C

FIREFIGHTER PROPERTY PROGRAM

Equipment Acquisition: DNR Resource Protection Division (hereinafter referred to as DNR) will provide program information, equipment applications and notification of available equipment to all eligible districts. The District/Department is required to identify its Fire Fighter Property Program (FFP) needs by completing an Equipment Needs Request, in the form provided by DNR, and submitting the request to DNR no later than the end of January and June of each year, unless otherwise allowed by DNR. DNR will acquire and transfer ownership of FFP equipment suitable for use in providing fire suppression to be used in direct support of firefighting, a firefighting apparatus, or emergency services. Equipment will be made available on a priority basis to District/Departments, which have been determined by DNR to have the greatest need. Equipment will be made available "as is" with no disclosure or warranty as to implied condition.

Title and Ownership:

- 1) Title to all non-consumable equipment not requiring demilitarization will be passed to the District/Department at the time the equipment is received by the District. The District/Department is responsible to register and transfer title to any vehicle obtained from the FFP in the name of the District/Department in accordance with applicable state law.
- 2) Ownership of equipment with military demilitarization codes, C, D, and F, will not be transferred to the District/Department. Ownership of those items shall remain with the US Forest Service.

Equipment Use:

- (1) All FFP equipment shall be refurbished and put into service for firefighting, direct support of firefighting or emergency services programs within one year of acquisition. The Fire District may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date. In addition, all FFP equipment must be retained and used in service for a minimum of one year after being put into service.
- (2) If equipment is not put into service within one year, or the Fire District does not receive written approval from DNR for an extension, or the equipment is not retained and used in service for one year after it has been placed into service, then Fire District agrees, if required by DNR, to return equipment and transfer title to DNR, and DNR may suspend the Fire District from future participation in the program.
- (3) Within one year after acquisition, Fire District will provide proof in a form acceptable to DNR that equipment has been put in service.
- (4) Fire District use of FFP equipment must be for its intended purpose. Personal use is prohibited.
- (5) Cannibalization of FFP equipment is prohibited.

- (6) All military or federal governmental exterior logos, insignias, identification numbers, and paint patterns must be removed prior to putting the unit into service.

Inventory Disposal Demilitarization Items: FFP items identified by DOD as requiring demilitarization (DEMIL codes C, D, F) will be tracked and inventoried in the US Forest Service Federal Excess Property Management Information system until final disposition. The District/Department is required to return those items to the nearest DOD Defense Reutilization Marketing Office DEMIL site. If a DOD DEMIL site is not close, the District/Department may be allowed to demilitarize the item on site, through crushing, mutilation, cutting, and to make the item unusable for its original intended use. The USDA Forest Service and DNR will coordinate demilitarization activities, through the Distribution Reutilization Policy Director at the Defense Logistics Agency.

Records: The District/Department agrees to provide access to and the right to examine all equipment, records, books, papers or documents for all equipment transferred under the FFP to the US Forest Service, DNR, DOD Office of Inspector General, the Comptroller General of the United States or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FFP property (i.e. registration, insurance, final disposal).

Attachment D ASSISTANCE GRANTS

Key Guidelines:

Funding solicitation, award, priorities, and other grant processes for VFA, RFA, and FIREDAC may vary from year to year. DNR will provide notification to all eligible Fire Districts of program requirements and processes through the DNR website and/or other appropriate venues.

The Wildland Fire Assistance Grants are open to all Fire Districts that currently provide wildland fire response to private, state, or federal land ownerships and serve communities LESS than 10,000 residents. Fire Districts serving communities over 10,000 residents may qualify if their service area includes a rural area or rural community of under 10,000 in population.

The Wildland Fire Assistance Grants are currently offered in two phases annually (Phase I and Phase II), subject to funding availability. Each Fire District may apply for one Phase I and one Phase II project per year.

Phase I – Personal Protective Equipment

Fire districts may purchase personal protective equipment and other fire equipment available through the DNR Fire Cache beginning approximately the first Monday of March until the last Friday in April. Applications are submitted by completing an order through the “Phase I PPE Shopping Cart”. The shopping cart and instructions are available on the DNR website. Prices are reduced to reflect the grant share of the equipment cost.

Phase II – General Equipment Grant Program

Fire Districts may submit applications for projects beginning approximately the first Monday in September until the last Friday in October. Application and instructions are available on the DNR website.

Project Categories

Fire Equipment

This category includes equipment suitable for wildland fire use. Fire Equipment includes portable pumps, slip in pump packages, water tanks (vehicle and porta-tanks), chainsaws and all hand tools, hose, hose fittings and related equipment not available during Phase I, communication systems, vehicle and hand-held pagers.

Fire Prevention

Includes the development and implementation of Fire Prevention Education Programs, including Firewise Workshops or Prevention planning, including GIS planning projects.

Vehicle Acquisition/Refurbishment

Includes funding for transport and refurbishment of vehicles obtained through the Firefighter Property program to a wildland engine or tender. Other vehicle purchases and refurbishment may also be eligible.

Training

Includes the development and implementation of programs designed for training in structural, grass or wildland fire suppression, including instructors, facility rental and industrial materials.

Communications

Includes the development of single or multi-district communications systems and radios, including vehicle, hand-held base stations and repeaters.

Dry Hydrant

Includes planning, construction, and operational use of a dry hydrant system.

Ineligible Projects for Items under Grant Program:

- Major expenditures such as building construction or new fire apparatus
- Land acquisition or building repairs
- Rural Emergency Medical Service programs
- Waterline construction and hydrants
- Structural fire engines, ladder trucks, and structure PPE.
- Wellness programs

Other Requirements

- All grant programs are reimbursable grants. The grantee must purchase the requested equipment or training and apply to DNR for reimbursement.
- The grantee must complete the project within one year following the grant award.

Fire District Matching Share

The current required Fire District matching share for each grant is as follows:

VFA- 50%

RFA- 10%

FIREDAC- 25%

All grant matching share may include in-kind services or materials if prior approval of DNR is obtained and acceptable proof of costs are submitted. Donated labor will be reimbursed at the per hour rate of a Firefighter 2 as listed in the current Washington State Fire Services Resource Mobilization Plan prepared by the office of the Washington State Fire Marshall. Value of property acquired under other Federal programs may not be included in projects. Proof of costs must include receipts, lists of hours worked with rate per hour, or other statements showing local efforts in the program.

Project Duration

The approved project will be completed and all payments processed within one year of DNR approval. An extension of time for project completion may be allowed upon prior written approval of DNR.

Project Costs and Reimbursement

Only project costs incurred after approval of the grant by DNR will be eligible for reimbursement.

DNR will pay to the Fire District matching costs as they are incurred, upon receipt of invoices, evidence of completion of the service or delivery of the equipment items, and evidence that the Fire District's share of cost has been paid.

DNR may, in its sole discretion, terminate this Agreement, or withhold disbursements claimed by the Fire District if the Fire District fails to satisfactorily comply with any term or condition of this Agreement or if the source for the grant funding is no longer available.

Compliance

- 1) Fire District will comply with all appropriate state and federal laws, rules and regulations. Fire District will retain fiscal records pertaining to this award for at least three years after the final grant payment or any dispute resolution, whichever is later.
- 2) Federal grants require the Fire District to maintain equipment accountability records for equipment items purchased over \$5,000 in value. Such items must be identified as property acquired under the Cooperative Forestry Assistance Act and Federal approval secured prior to future disposition. Fire District will comply with Federal regulations relating to equipment and supplies acquired by state and local governments (7CFR 3016.32: Equipment).
- 3) By execution of this Agreement and for any future subaward under this Agreement, Grantee certifies to DNR that it is not delinquent on any federal debt pursuant to OMB Circular A-129, and that it is not or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency pursuant to government-wide regulations.

Federal Subcontract

When the DNR is passing federal funds to the Fire District, the Fire District will be considered a "sub-recipient". Sub-recipient shall:

- 1) Adhere to the federal Office of Management & Budget guidelines and to other applicable federal and state regulations.
- 2) Have audits made in accordance with Office of Management and Budget (OMB) Circular A-133 revised June 2003 and effective December 31, 2003 if the sub-recipient receives federal assistance, in total from all sources, of \$500,000 or more. The sub-recipient must:
 - a. Forward a copy of the Data Collection Form as required in OMB circular A-133 within 30 days after completion of the Federal Single Audit to the DNR.
 - b. If the audit reveals findings and questioned costs relating to Federal awards passed through from DNR, forward a copy of the State Auditor's audit, along with the sub-recipient response and the final corrective action plan as approved by the State Auditor's Office to the DNR within nine months after the end of the audit period.
- 3) Provide access to grant/financial records for inspection by the DNR or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment or any dispute resolution.

TAB — H

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

03-01-17

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for February 2017

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

Long Beach

592 Total Incidents

Aid Call Assists: 1

Alarms: 5

Animal Complaints: 1

Assaults: 2

Assists: 72

(Includes 11 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 18

Drug Inv.: 3

Fire Call Assists: 0

Follow Up: 137

Found/Lost Property: 5

Harassment: 6

Malicious Mischief: 4

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 2

Prowler: 1

Runaway: 0

Security Checks: 207

Suspicious: 30

Thefts: 14

Traffic Accidents: 3

Traffic Complaints: 11

Traffic Tickets: 7

Traffic Warnings: 37

Trespass: 4

Warrant Contacts: 8

Welfare Checks: 13

Ilwaco

377 Total Incidents

Aid Call Assists: 2

Alarms: 5

Animal Complaints: 0

Assaults: 2

Assists: 47

Burglaries: 0

Disturbance: 6

Drug Inv.: 3

Fire Call Assists: 0

Follow Up: 89

Found/Lost Property: 1

Harassment: 4

Malicious Mischief: 3

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 1

Runaway: 1

Security Checks: 159

Suspicious: 16

Thefts: 1

Traffic Accidents: 1

Traffic Complaints: 5

Traffic Tickets: 0

Traffic Warnings: 11

Trespass: 6

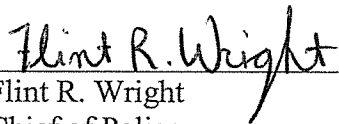
Warrant Contacts: 10

Welfare Checks: 4

On 02-09-17 I attended training in South Bend. The training dealt with the new Children's Advocacy Center that is coming to Pacific County. In the past if we had a child who was the victim of a sexual or physical assault we had to send the child out of the county to be interviewed and examined medically. With this new center we will now be able to do this locally. This is much better for the victim and for all parties involved.

Officer Don Tardiff attended training February 22nd – 24th. The training was put on by John E. Reid and Associates and dealt with interviewing suspects. The "Reid Technique" of interviewing is considered to be the best interview technique in law enforcement.

I attended training on February 27th – March 3rd. The course title was "Use of Force: Transformative Practices for Trainers and Supervisors". The class was sponsored by Washington Cities Insurance Authority. Some of the topics covered included the following: current use of force standards, force reporting, critical analysis of force and modernizing police training.



Flint R. Wright
Chief of Police

City of Long Beach Activities Report

February 2017

Water Dept.

Call Outs - 1

Meetings - 5 Workshop w/ council about remote read meters.

Safety Meetings - 1 February 17th All crew Annual Confined space / Asbestosis Training.

Plant Management - Paperwork / ordered parts / time cards /

Monthly DOH Report / Monthly DMR's.

Customer Service - 4

Locates - 25

Re-reads - 18

Install New Meters - 1

Shut Off's - 10

Turn On's - 4

Res. Checking - 2

Leak Repairs - 1

Equipment Cleanup - 4

System Samples - Weekly entire system.

Samples to Lab - 1

Training - Matt Wood February 28th thru March 2nd Attended WTPO 1 Exam Review class.

Other Activities –

February 1st New crewmen started.

February 7th thru 9th Located water lines for County PW Sandridge RD. sign project.

Digging drainage outfalls on beach.

Pressure washed pump buildings at both res.

Brushed road to Dolman res.

Stanley field drainage work.

City of Long Beach Activities Report

February 2017

Wastewater Dept.

Call Outs - 1

Meetings - 3

Safety Meetings - 1 February 17th All crew Annual Confined Space / Asbestosis Training.

Plant Management - Annual Water Proficiency Test Report / Monthly DMR's / finished Annual
Biosolids Report / Helped Ilwaco with their Annual Report / Pipe Cleaning List

Customer Service - 3 Backup At crab pot restaurant.

Locates - 25

Hauling Sludge - 21 loads.

Lift Station Checking - Daily Action.

Lift Station Washdown - 2 Cleaning Headworks - 2

Samples - Daily Action.

Samples to Lab - 1

Pump Maint. - 2

Main Repairs - 0

Equipment Cleanup - 2

Training - Set up and Reviewed all Confined Space gear / and paperwork with crew

Blood borne Pathogen Safety training with Larry and Tye.

Other Activities –

Graveled around main lift station.

Cut blow down tree's at sludge site.

Installed new control panel at 15th south lift station.

Scanned old maps to new mapping system.

Safety program awareness / operation with new crewmen.

Cleaned lift station transducers.

