



## AGENDA – Tuesday, February 18, 2020

**6:00 p.m. Workshop**

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

Long Beach City Hall  
115 Bolstad Avenue West

### **6:00 WORKSHOP**

**WS 20-06**

Biosolids Treatment Facility Tour – TAB A

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

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

### **PUBLIC COMMENT**

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

### **CONSENT AGENDA – TAB 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, February 3, 2020 City Council Meeting
- Minutes, February 10, 2020 Special City Council Meeting
- Payment Approval List for Warrant Resisters 59214-59248 & 86360-86448 for \$765,171.57

- **AB 20-18 – USDA Grant Application for Police Equipment – PUBLIC HEARING – TAB C**
- **AB 20-19 – Western Display Fireworks Agreement – TAB D**
- **AB 20-20 – Biosolids Treatment Facility Usage Agreement with Ilwaco – TAB E**
- **AB 20-21 – Tree Removal Quote – TAB F**
- **AB 20-22 – Agreement with the LBPVB – TAB G**

### **DEPARTMENT HEAD ORAL REPORTS**

### **CORRESPONDENCE AND WRITTEN REPORTS – TAB H**

- **Report and Decision CUP 2019-05**
- **Report and Decision CUP 2019-06**
- **Police Chief's Report for January 2020**
- **Parks, Streets and Stormwater Report for January 2020**
- **Wastewater Department Report for January 2020**
- **Water Department Report for January 2020**
- **ChargePoint Information**

### **FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
March 2, 2020, March 16, 2020 & April 6, 2020

### **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



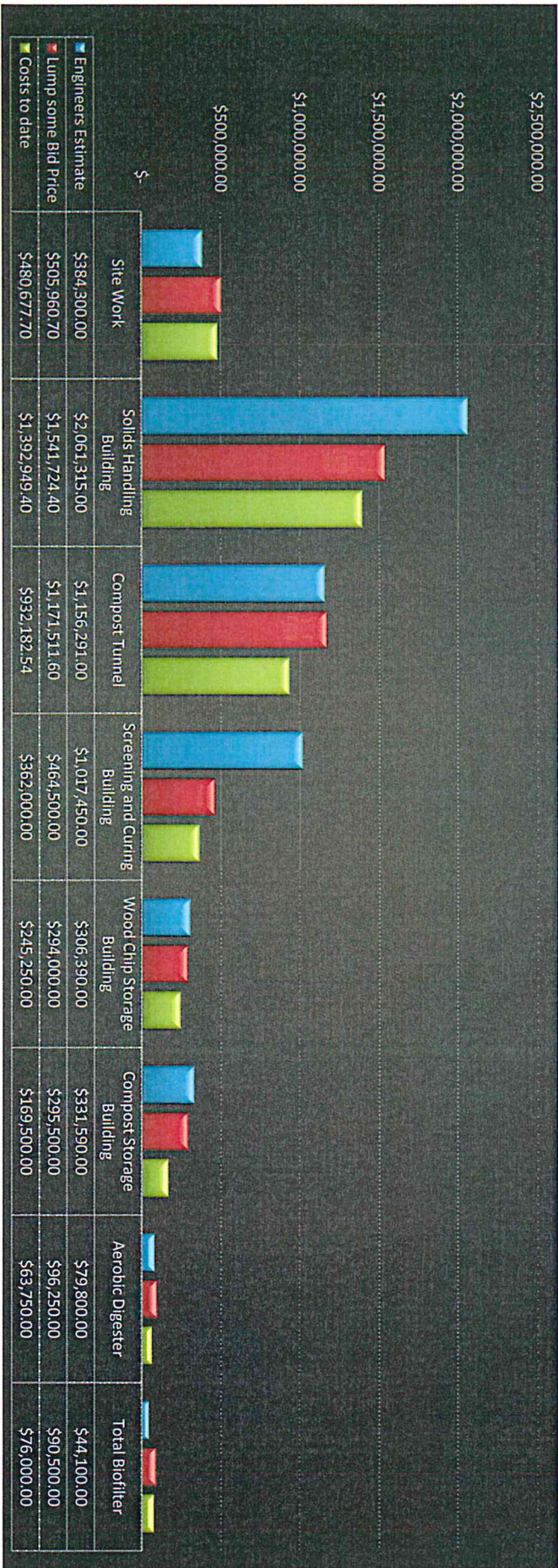
**CITY COUNCIL  
WORKSHOP BILL  
WS 20-06**

**Meeting Date: February 18, 2020**

AGENDA ITEM INFORMATION		
<b>SUBJECT: Regional Biosolids Treatment Plant Tour and Update</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	
<b>SUMMARY STATEMENT:</b> Please meet at the City Shops – 313 6 <sup>th</sup> NE at 6pm. From there we will take a tour of the plant then go back to City Hall for a project update.		

Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that doesn't necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification they may seek input from the audience.







TAB - B

## **LONG BEACH CITY COUNCIL MEETING**

**February 3, 2020**

### **6:30 COUNCIL WORKSHOP**

C. Svendsen, C. McGuire, C. Cline, and C. Kemmer were all present. C. Murry was absent.

#### **WS 20-04– Building Inspector Pay**

-David Glasson, City Administrator, and Ariel Smith, Community Development Director, presented the workshop bill. They reviewed the AWC Salary Survey and discussed the pay rate for the Building Inspector/Code Enforcement position.

- **No decisions or motions were made at this time.**

#### **WS 20-05– Discovery to Bay Trail Planning Discussion**

- David Glasson, City Administrator, and Ariel Smith, Community Development Director, presented the workshop bill. They discussed whether or not to accept the Transportation Alternative Planning funds, move forward with this project or turn it over to the County.

- **No decisions or motions were made at this time.**

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

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

### **ROLL CALL**

David Glasson, City Administrator, called roll with Mayor Phillips, C. Svendsen, C. McGuire, C. Cline, and C. Kemmer all present. C. Murry was absent.

### **PUBLIC COMMENT**

There were no public comments.

### **CONSENT AGENDA**

Minutes, January 21, 2020 City Council Meeting

Payment Approval List for Warrant Registers 59188-59213 & 86313-86359 for \$172,073.37

**C. Kemmer made the motion to approve the Consent Agenda. C. McGuire seconded the motion; 4 Ayes; 1 Absent, motion passed.**

### **BUSINESS**

#### **AB 20-14– Army Corps of Engineers Fee Waiver for Train Depot**

Ariel Smith, Community Development Director, presented the Agenda Bill. The United States Army Corp of Engineers has requested that the Council waive the rental fee for the Train Depot so that they can host a course regarding Army permits and processes. The date of the course is May 12, 2020. The course is free and available to those that have an interest in this process.

**C. Svendsen made the motion to approve the request to waive all fees associated with the rental. C. Cline seconded the motion; 4 Ayes; 1 Absent, motion passed.**

**AB 20-15– Appointing a Representative to the JPCHA**

David Glasson, City Administrator, presented the Agenda Bill. The Joint Pacific County Housing Authority is seeking a City of Long Beach board representative. This can be either a Council member, staff member or the Mayor. The City Administrator has served for the last two years. This board meets to discuss housing issues within the County and create action plans to address and potentially solve some of the local housing challenges.

**C. McGuire made the motion to appoint David Glasson, City Administrator, to the JPCHA board. C. Cline seconded the motion; 4 Ayes; 1 Absent, motion passed.**

**AB 20-16– Discover Recovery Land Purchase Proposal**

David Glasson, City Administrator, presented the Agenda Bill. Discover Recovery at 800 Washington Ave N. has approached the city to discuss a possible land purchase.

**C. Svendsen made the motion to move forward with this process. C. McGuire seconded the motion; 4 Ayes; 1 Absent, motion passed.**

**DEPARTMENT HEAD ORAL REPORTS**

**CORRESPONDENCE AND WRITTEN REPORTS**

- Sales Tax Collections
- Lodging Tax Collections
- Transportation Benefit District
- Permit Directory 2019

**ADJOURNMENT**

The Mayor adjourned the meeting at 7:14 p.m.

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Mayor

ATTEST:

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City Clerk



## LONG BEACH CITY COUNCIL SPECIAL MEETING

February 10, 2020

### 5:00 p.m. Council Workshop- Department of Health Notice to Correct Violation

C. Svendsen, C. McGuire, C. Murry, and C. Kline were present.

-David Glasson, City Administrator, facilitated the presentation. Also, in attendance was Wastewater Supervisor Don Zuern and Water Treatment Plant Operator Jake Binion. The Mayor explained the Notice to Correct Violation and expanded on how the city was already addressing the problem.

- **No decisions or motions were made at this time.**

### ADJOURNMENT

Mayor Phillips adjourned the meeting at 5:27 p.m.

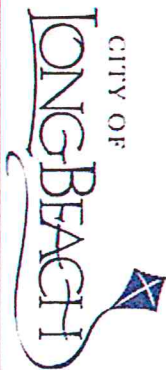
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Mayor

ATTEST:

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City Clerk



Warrant No. 19-001

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 THE SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
59214	Bell, Helen S	2/5/2020	\$310.35
59215	Binton, Jacob	2/5/2020	\$2,062.87
59216	Booi, Kristopher A	2/5/2020	\$1,654.36
59217	Cline, Kevin M	2/5/2020	\$266.19
59218	Gilbertson, Bradley K	2/5/2020	\$1,573.22
59219	Goulter, John R.	2/5/2020	\$1,937.69
59220	Huff, Timothy M.	2/5/2020	\$1,777.29
59221	Jewell, Kyle E	2/5/2020	\$1,375.83
59222	Kaino, Kris	2/5/2020	\$1,012.96
59223	Kemmer, Hollie L	2/5/2020	\$266.19
59224	Kemmer, Larry L	2/5/2020	\$1,535.06
59225	Luehe, Paul J	2/5/2020	\$1,652.30
59226	McGuire, Tina M	2/5/2020	\$266.19
59227	Miller, Matt W	2/5/2020	\$1,702.71
59228	Mortenson, Tim	2/5/2020	\$2,341.45
59229	Murry, Del R	2/5/2020	\$266.19
59230	Padgett, Timothy J	2/5/2020	\$1,646.29
59231	Persell, Whitney J	2/5/2020	\$1,134.31
59232	Quitner, Jonathan H	2/5/2020	\$1,134.66
59233	Svendsen, Sue M	2/5/2020	\$266.19
59234	Wood, Matthew T	2/5/2020	\$1,639.92
59235	Wright, Flint R	2/5/2020	\$2,879.41
59236	Zuern, Donald D.	2/5/2020	\$2,388.39
59237	Association of WA Cities	2/5/2020	\$60,262.30
59238	AFLAC	2/5/2020	\$491.97
59239	City of Long Beach - Fica	2/5/2020	\$14,049.60
59240	City of Long Beach - FWH	2/5/2020	\$8,855.81
59241	Council Gift Fund	2/5/2020	\$60.00
59242	Dept of Labor & Industries	2/5/2020	\$2,088.13

Execution Time: 8 second(s)

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Register

59243	Dept of Retirement Systems	2/5/2020	\$16,530.15
59244	Dept of Retirement Systems Def Comp	2/5/2020	\$3,205.00
59245	Discovery Benefits Inc.	2/5/2020	\$150.00
59246	Employment Security Dept	2/5/2020	\$227.96
59247	Massmutual Retirement Services	2/5/2020	\$775.00
59248	Teamsters Local #58	2/5/2020	\$208.50
86360	Beyond Uniforms & Apparel	1/3/12020	\$536.97
86361	Parker, Michael	1/3/12020	\$281.53
86362	Persell, Whitney	2/3/2020	\$164.76
86363	Washington State Dept of Agriculture	2/3/2020	\$58.00
86364	Bonney, Bob Jr.	2/3/2020	\$11.89
86365	Bonney, Matt	2/3/2020	\$35.67
86366	Campbell, Matt	2/3/2020	\$83.22
86367	Gaerlan, James	2/3/2020	\$23.78
86368	Goff, Kenny	2/3/2020	\$23.78
86369	Jewell, Kyle	2/3/2020	\$11.89
86370	Miller, Matt	2/3/2020	\$23.78
86371	Nagy, Branden	2/3/2020	\$23.78
86372	Noonan, Jennifer	2/3/2020	\$11.89
86373	Phillips, John	2/3/2020	\$35.67
86374	Wright, Travis	2/3/2020	\$11.89
86375	Zuern, Donald	2/3/2020	\$11.89
86376	Cutting, Jeff	2/3/2020	\$433.83
86377	Wilbur-Ellis Company LLC	2/4/2020	\$2,828.24
86378	Kleck Properties, LLC	2/4/2020	\$125.00
86379	Meiling, Casey	2/5/2020	\$178.68
86380	LaFontaine, Patrick	2/6/2020	\$128.89
86381	Meiling, Casey	2/6/2020	\$1,115.48
86382	Visa	2/7/2020	\$6,005.45
86383	Cutting, Jeff	2/7/2020	\$48.53
86384	Baxter, Esther	2/10/2020	\$17.64
86385	Goff, Kenny	2/10/2020	\$25.28
86386	LaFontaine, Patrick	2/10/2020	\$144.03
86387	Nagy, Branden	2/10/2020	\$12.64
86388	Noonan, Jennifer	2/10/2020	\$12.64
86389	Phillips, John	2/10/2020	\$68.19
86390	Williams, David	2/10/2020	\$12.64
86391	Wright, Travis	2/10/2020	\$25.28
86392	Ostgaard, Loretta	2/10/2020	\$174.04
86393	Caldwell, Tye	2/10/2020	\$363.94
86394	Active Enterprises, Inc.	2/10/2020	\$444.76
86395	Airgas USA LLC	2/10/2020	\$53.45
86396	All Safe Mini Storage	2/10/2020	\$95.00
86397	ALS Group USA, Corp.	2/10/2020	\$1,177.50
86398	AlSCO-American Linen Div.	2/10/2020	\$109.54
86399	Arbor Day Foundation	2/10/2020	\$25.00



86400	Backflow Management Inc	2/10/2020	\$1,500.00
86401	Bailey's Saw Shop	2/10/2020	\$88.21
86402	Bonney, Matt	2/10/2020	\$31.27
86403	Cartomation, Inc	2/10/2020	\$500.00
86404	Cascade Recreation, Inc	2/10/2020	\$9,827.14
86405	Cashmere Valley Bank	2/10/2020	\$4,854.56
86406	Chinook Observer	2/10/2020	\$46.95
86407	Dennis Company	2/10/2020	\$1,323.77
86408	Discovery Benefits Inc.	2/10/2020	\$50.00
86409	Ellyson, Sue	2/10/2020	\$9.88
86410	Engineered Compost System	2/10/2020	\$19,931.47
86411	Englund Marine Supply	2/10/2020	\$235.24
86412	Eradipest LLC	2/10/2020	\$162.45
86413	Evergreen Septic Inc	2/10/2020	\$198.00
86414	Ford Electric	2/10/2020	\$2,866.46
86415	Galls, LLC	2/10/2020	\$150.35
86416	Gouler, Allen J III	2/10/2020	\$1,300.00
86417	Hach Company	2/10/2020	\$523.72
86418	Hedges, Jan Lem	2/10/2020	\$906.72
86419	Inland Electric, Inc	2/10/2020	\$310.00
86420	Iron Mountain	2/10/2020	\$133.93
86421	L.N. Curtis & Sons	2/10/2020	\$135.38
86422	Lawson Products, Inc.	2/10/2020	\$232.81
86423	Lay's Technologies	2/10/2020	\$179.94
86424	Long Beach Commercial Security	2/10/2020	\$112.63
86425	MANSFIELD ALARM CO, INC	2/10/2020	\$298.91
86426	Neofunds	2/10/2020	\$500.00
86427	Ocean Beach Hospital	2/10/2020	\$151.56
86428	Ohana Media Group	2/10/2020	\$144.00
86429	Oman & Son Builders	2/10/2020	\$1,128.25
86430	One Call Concepts, Inc.	2/10/2020	\$13.91
86431	Pacific County Auditor	2/10/2020	\$39.00
86432	Pacific County Dept. of Gen Adm	2/10/2020	\$3,075.00
86433	Pacific County Health & Human Services	2/10/2020	\$87.44
86434	Peninsula Sanitation	2/10/2020	\$2,228.31
86435	Penoyar, Joel	2/10/2020	\$3,480.00
86436	Penoyar, William	2/10/2020	\$1,000.00
86437	Solutions Yes	2/10/2020	\$288.78
86438	STAPLES BUSINESS CREDIT	2/10/2020	\$91.99
86439	SUNSET AUTO PARTS, INC	2/10/2020	\$829.85
86440	Tapani, Inc	2/10/2020	\$534,812.86
86441	The Rueck Company	2/10/2020	\$8,736.79
86442	Total Battery & Auto	2/10/2020	\$549.53
86443	Traffic Safety Supply Co.	2/10/2020	\$700.28
86444	Trojan UV	2/10/2020	\$2,814.88
86445	Western Display Fireworks	2/10/2020	\$5,000.00

Execution Time: 8 second(s)

86446	Wilcox & Flegel Oil Co.	2/10/2020	\$55.72
86447	Zee Medical Service Co.	2/10/2020	\$188.39
86448	McGuire, Tina	2/10/2020	\$262.34
191231	Sage Pmt Sol	12/31/2019	\$112.40

Total	Check	\$765,171.57
Grand Total		\$765,171.57

TAB - C





**CITY COUNCIL  
AGENDA BILL  
AB 20-18**

**Meeting Date: February 18, 2020**

AGENDA ITEM INFORMATION		
<b>SUBJECT: USDA Grant Application – PUBLIC HEARING</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST:</b> 55% of costs covered by grant	Water/Wastewater Supervisor	
	Other:	
<b>SUMMARY STATEMENT:</b> USDA approached the city to inform us of some grant opportunities related to capital equipment. One of the requirements of USDA is to hold a public hearing and receive input on the application. Currently the city is requesting funds for evidence shelving, lockers and a generator.		
<b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to submit a grant application to USDA for capital equipment for the new Police Headquarters.</i>		

TAB - D



**CITY COUNCIL  
AGENDA BILL  
AB 20-19**

**Meeting Date: February 18, 2020**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> 2020 Fireworks Agreements for July 4 and Kite Festival.	<b>Originator:</b>	
	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	
<b>COST:</b> \$24,000	Water/Wastewater Supervisor	
	Other:	

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

**July 4<sup>th</sup> \$20,000 Show and Kite Festival Friday \$4,000.**

**RECOMMENDED ACTION:** *Authorize Mayor Phillips to execute the agreements.*





WESTERN DISPLAY FIREWORKS LTD

City of Long Beach  
Long Beach 4<sup>th</sup> of July  
July 4, 2020



Portland • Seattle • Boise

PYROTECHNIC EXCELLENCE • SINCE 1948 • P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • [westerndisplay.com](http://westerndisplay.com)



February 5, 2020

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

Dear Dave,

Thank you for allowing Western Display Fireworks the opportunity to be a part of your upcoming celebrations. We are pleased to present our proposals for the 2020 Long Beach 4<sup>th</sup> of July and the Washington State International Kite Festival fireworks displays.

Please review the enclosed programs and call us if you have any questions or if we can be of further assistance at this time. If the shows are approved as written, please sign both of the enclosed Display Agreement and Purchase Orders and return to Western by March 1<sup>st</sup> via fax or e-mail. This will allow us to proceed with all other arrangements for your shows.

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

Sincerely,

A handwritten signature in black ink that reads "Heather Gobet". The signature is written in a cursive, flowing style.

Heather Gobet  
President

Portland • Seattle • Boise





## Fireworks Display Proposal Summary

City of Long Beach

Long Beach 4th of July

July 4, 2020

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

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

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# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

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

Event Date: 7/4/2020  
Proposal #: 20-6448  
Show Name: Long Beach 4th of July

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Quantity	Description
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- |   |   |
|---|---|
| 1 | SHOW OPENER   |
| 1 | 3" (25 Shot) FANNED Color Magic Peony                       |
| 5 | 4" Variegated Crossette                                     |
| 3 | 5" Silver to Variegated Crossette                           |
| 1 | MAIN SHOW   |
| 1 | FOUR INCH SHELLS  |
| 1 | 4" (36) Crown Assorted Shells-B w/Tail (18 Effects 2 ea)    |
|   | 4" Blue Peony w/ Red Pistil w/ Red Tail (2 ea)              |
|   | 4" Color Diadem w/ Blue Tail (2 ea)                         |
|   | 4" Dahlia Yellow w/ Green Tail (2 ea)                       |
|   | 4" Diadem Chrys. w/ Coconut Tree Core w/ Green Tail (2 ea)  |
|   | 4" Dragon Eggs w/ Green Tail (2 ea)                         |
|   | 4" Glittering Silver to Crackling w/ Silver Tail (2 ea)     |
|   | 4" Golden to Crackling Crossette w/ Silver Tail (2 ea)      |
|   | 4" Green Chrys w/ Red Tail (2ea)                            |
|   | 4" Half Red & Blue w/ Silver Pistil w/ Red Tail (2 ea)      |
|   | 4" Purple Peony w/ Silver Pistil w/ Red Tail (2 ea)         |
|   | 4" Purple to Golden Crossette w/ Silver Tail (2 ea) 4"      |
|   | 4" Red Swimming Star w/ Green Tail (2 ea)                   |
|   | 4" Silver Wave to Green w/ Silver Tail (2 ea)               |
|   | 4" Silver Wave to Purple w/ Silver Tail (2 ea)              |
|   | 4" White Flashing w/ Blue Tail (2 ea)                       |
|   | 4" Yellow & Blue Glittering w/ Blue Tail (2 ea)             |
|   | 4" Yellow Swimming Star w/ Green Tail (2 ea)                |
|   | 4" Yellow to Crackling w/ Green Tail (2 ea)                 |
| 1 | 4" (36) Sunny Meteor Assortment Package 2020 (2 Each)       |
|   | 4" Red & Green Peony w/Silver Tail                          |
|   | 4" Red & Twinkling Kamuro Ring w/Green Tail                 |
|   | 4" Brocade to Red w/Red Tail                                |
|   | 4" White Strobe Flitter & Blue w/Silver Tail                |
|   | 4" Red & Blue Peony to White Strobe w/Silver Tail           |
|   | 4" Green Glitter w/Green Tail                               |
|   | 4" Charcoal Crackling Chrysanthemum & Red Pistil w/Red Tail |
|   | 4" Variegated Color w/Silver Tail                           |
|   | 4" Red Glitter w/Silver Palm w/Silver Tail                  |
|   | 4" Orange to Popping Flower w/Silver Tail                   |
|   | 4" Green Strobe Glitter & Blue w/Glitter Tail               |
|   | 4" Crackling Willow Flower w/Strobe Pistil & Glitter Tail   |
|   | 4" Gold Gamboge to Purple w/Gold Tail                       |
|   | 4" Christmas Dahlia (Assorted Dahlia) w/Silver Tail         |
|   | 4" Lemon & Purple Dahlia w/Silver Tail                      |
|   | 4" Red Peony w/Silver Palm & Silver Tail                    |
|   | 4" Gold Gamboge to Yellow w/Silver Tail                     |
|   | 4" Red Green Dahlia Ring w/Red Tail                         |

# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

Proposal #: 20-6448

Quantity	Description
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1	4" (36) Sunny Assortment Package B 2020 (2 Each)
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	4" Green to Silver Strobe
	4" Purple Peony to Popping Flower w/ Tail
	4" Red to Blue Peony w/ Silver Palm Core w/ Tail
	4" Red Mag Dahlia w/ silver Tail
	4" Purple Dahlia w/ Silver Tail
	4" Blue Peony w/ Silver Tail
	4" Red & Blue & Spangle w/ Tail
	4" Red Glitter w/ Big Silver Palm w/ Tail
	4" Red Chrysanthemum w/ Silver Palm w Tail
	4" Green & Purple Dahlia w/ Tail
	4" Variegated Color w/ Tail
	4" Green Crossette w/ Tail
	4" Green Glitter w/ Tail
	4" Variegated Peony w/ Tail
	4" Variegated Color w/ Tail
	4" Lemon to Crackling Flower
	4" Red & Green Palm w/ Tail
	4" Variegated Color w/ Tail

1	4" (36) Sunny Assortment Package C 2020 (2 Each)
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	4" Red Glitter w/ Tail
	4" Green to Silver Peony w/ Tail
	4" Orange Glitter Tail w/ Tail
	4" Lemon Peony w/ Tail
	4" Silver Strobe w/ Tail
	4" Purple Tail Peony w/ Tail
	4" Variegated Color w/ Tail
	4" Golden Wave to Blue Chrysanthemum w/ Silver Tail
	4" Green Palm Tree w/ Tail
	4" Silver to Popping Flower w/ Tail
	4" Green to Gold Strobe w/ Tail
	4" Purple to Lemon Peony
	4" Super Yellow glitter Trail w/ Tail
	4" Glitter Silver to Red Chrysanthemum w/ Tail
	4" Variegated Color w/ Tail
	4" Yellow Glitter
	4" Red to Popping Flower
	4" Variegated Color w/ Tail

1	FIVE INCH SHELLS
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1	5" (18) Sunny Assortment Package A 2019 (2 each)
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	5" Purple to Crackling Willow w/Tail
	5" Silver to Purple Wave
	5" Green Mag Dahlia w/Crackling Flowers w/Silver Tail
	5" Glitter Silver to Red Chrysanthemum
	5" Red & Green Glitter w/Tail
	5" Variegated Color w/Tail
	5" Charcoal Chrysanthemum & Blue w/Tail
	5" Variegated Color w/Tail
	5" Red Coconut



# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

Proposal #: 20-6448

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

- |   |   |
|---|---|
| 1 | 5" (18) Sunny Assortment Package B 2019 (2 each)        |
|   | 5" 'Variegated Peony w/Silver Palm w/Tail               |
|   | 5" Red to Crackling Willow w/Tail                       |
|   | 5" 'Silver Brocade to Red Strobe w/Tail                 |
|   | 5" Red & Green Double Ring                              |
|   | 5" 'Variegated Color w/Tail                             |
|   | 5" 'Blue Octopus w Silver Tail                          |
|   | 5" 'Green & Purple Dahlia w/Tail                        |
|   | 5" 'Variegated Color w/Tail                             |
|   | 5" 'Red Glitter Ring w/Blue Pistil w/Tail               |
| 1 | 5" (18) Sunny Assortment Package V25 (1 Each)           |
|   | 5" Red Peony  |
|   | 5" Yellow Peony   |
|   | 5" Orange Peony   |
|   | 5" Blue Glitter   |
|   | 5" Variegated Glitter                                   |
|   | 5" Green Dahlia   |
|   | 5" Purple Dahlia  |
|   | 5" Red Crossette  |
|   | 5" Orange Crossette                                     |
|   | 5" White Chrysanthemum                                  |
|   | 5" Purple to Super Gold Flitter                         |
|   | 5" Glitter Silver to Yellow Chrysanthemum               |
|   | 5" Silver Wave to Blue Chrysanthemum                    |
|   | 5" Blue Chrysanthemum to Crackling Flower w/ Red Pistil |
|   | 5" Red to Popping Flower                                |
|   | 5" Green to Popping Flower                              |
|   | 5" Blue to Red Chrysanthemum                            |
|   | 5" 4 Color Change Chrysanthemum                         |
| 1 | 5" (18) Sunny Assortment Package B 2020 (2 Each)        |
|   | 5" Variegated Peony w/ silver Palm w/ Tail              |
|   | 5" Purple Chrysanthemum w/ Tail                         |
|   | 5" Silver Brocade to Red Strobe w/ Tail                 |
|   | 5" Red & Green Double Ting                              |
|   | 5" Variegated Color w/ Tail                             |
|   | 5" Blue & Spangle w/ Tail                               |
|   | 5" Green & Purple Dahlia w/ Tail                        |
|   | 5" Variegated Color w/ Tail                             |
|   | 5" Red Glitter Ring w/ Blue Pistil w/ Tail              |
| 1 | MID SHOW VOLLEY   |

# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

Proposal #: 20-6448

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

- |   |  |
|---|--|
| 1 | 2.5" (30 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail                                       |
| 1 | 2.5" (30 Shot) Fanned Glitter Coconut w/Glitter Tail   |
| 1 | 2.5" (25 Shot) FANNED Brocade Kamuro   |
| 1 | 2.5" (30 Shot) Fanned Fuchsia Magic Peony / Turquoise Peony / Silver Palm Tree w/Silver Tail                 |
| 1 | 2.5" (30 Shot) Fanned Lemon & Glitter Palm Core / Orange & Green Palm Core / Pink & Glitter Palm Core w/Tail |
| 1 | 2.5" (30 Shot) Fanned Silver Palm Tree / Purple Strobe / Green Crackling Flower w/Silver Tail                |
| 1 | 2.5" (36 Shot) FANNED Blue & Gold Strobe w/Blue Tail   |
| 1 | GRAND FINALE 1   |
| 2 | 3" (24 Shot) Fanned Red Shiny Peony / Blue Shiny Peony / Titanium Salute                                     |
| 1 | GRAND FINALE 2   |
| 3 | 3" (25 Shot) Red Glitter to White Strobe / Blue Popping Flower / Titanium Salute w/Silver Tail               |
| 1 | GRAND FINALE 3   |
| 3 | 4" (5) Red & Blue & White Strobe Trail / Artillery Titanium w/Silver Tail                                    |
| 2 | 5" (3) Red - Blue Silver Crackling Spider w/Whistle  |
| 1 | MISC SUPPLIES  |
| 8 | 20 Minute Fusee w/ Handle  |
| 6 | Safety Glasses   |
| 6 | Earplugs   |
| 1 | 1" x 60yd Masking Tape - Roll  |
| 1 | 65' Match Fuse - By the Bundle (Vulcan)  |
| 2 | Rubber Bands (Bag of 350)  |
| 1 | Foil - Small   |



## DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Long Beach, whose address is PO Box 310, Long Beach, WA 98631 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

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

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2020 from the beach between Bolstad & Syd Snyder Dr, Long Beach, WA 98361, as detailed in Proposal #20-6448, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) is to be paid as follows: 25% of the total price, \$5,000.00 is due by MARCH 1, 2020; the remaining balance of the price, \$15,000.00, is due in full on or before July 14, 2020. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties; and
  - f. To coordinate and pay for all fireworks crew lodging.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement.
  - b. Sponsor to provide at least 3 monitors for security and crowd control during show setup, execution and cleanup;
  - c. Sponsor to provide backhoe and operator to dig trenches as directed by the pyrotechnician;
  - d. Sponsor to complete any required Washington State Parks permits
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.



6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
  - a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
  - b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$5,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$10,000.00). If the



Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of the total price (\$20,000.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.

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

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

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

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

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before March 1, 2020.

Sponsor

Western Display Fireworks, Ltd.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Heather J. Gobet  
Its: President  
Date: \_\_\_\_\_





WESTERN DISPLAY FIREWORKS LTD

City of Long Beach  
Washington State International Kite Festival  
August 21, 2020



Portland • Seattle • Boise



## Fireworks Display Proposal Summary

City of Long Beach

Washington State International Kite Festival

August 21, 2020

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

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

Portland • Seattle • Boise



# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

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

Event Date: 8/21/2020  
Proposal #: 20-6499

Show Name: Washington State International Kite Festival - Long Beach

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

1	SHOW OPENER
1	2.5" (36 Shot) Gold Strobe Crackling Flower / Blue Willow / Red to Silver Strobe w/Red Tail
1	MAIN SHOW
1	2" (50 Shot) Fuchsia Magic Peony / White Magic Peony / Purple Magic Peony
1	1.2" (100 Shot) Fanned Ti-Chrys w/ Blue Bouquet (33 Sec)
1	2" (50 Shot) Turquoise Peony / Silver Strobe Flower / Orange Magic Peony
1	2" (49 Shot) Gold Glitter Crossette W/Strobe
1	1.2" (100 Shot) Fanned Green Blink Bouquets & Whistle & Brocade Crown (25 sec)
1	GRAND FINALE 1
2	2.5" (36 Shot) Red Magic Peony / Blue Crackling Flower / Titanium Salute w/ Tails
1	MISC SUPPLIES
10	Squibs - J-Tek12 T Shroud 12' lead
2	Safety Glasses
2	Earplugs
1	1" x 60yd Masking Tape - Roll
2	20 Minute Fusee w/ Handle

## DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Long Beach, whose address is PO Box 310, Long Beach, WA 98631 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

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

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: August 21, 2020 from the beach at the end of Bolstad, Long Beach, WA 98631, as detailed in Proposal #20-6499, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of FOUR THOUSAND DOLLARS AND NO/100 (\$4,000.00) is to be paid as follows: 25% of the total price, \$1,000.00 is due by JULY 24, 2020; the remaining balance of the price, \$3,000.00, is due in full on or before August 31, 2020. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
  - b. Sponsor to complete any required parks permits; and
  - c. Sponsor to provide at least 3 monitors for security and crowd control during show setup, execution and cleanup.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.



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



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

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

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

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

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

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before March 1, 2020.

Sponsor

Western Display Fireworks, Ltd.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Heather J. Gobet  
Its: President  
Date: \_\_\_\_\_

TAB - E





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

**Meeting Date: February 18, 2020**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <i>Interlocal Agreement with the City of Ilwaco for Treatment of Biosolids</i>	<b>Originator:</b>	
	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	
<b>COST:</b> \$1.81 per dry pound	Other:	

**SUMMARY STATEMENT:** Attached to this agenda bill is the agreement between the City of Long Beach and the City of Ilwaco for treatment of biosolids. This agreement outlines responsibilities of each party along with a per pound price. The city engineer and attorney have both reviewed and approved this agreement.

**RECOMMENDED ACTION:** *Authorize Mayor Phillips to enter into this agreement with the City of Ilwaco for treatment of biosolids.*

**INTERLOCAL AGREEMENT FOR DISPOSAL OF BIOSOLIDS  
BETWEEN THE CITY OF LONG BEACH AND  
THE CITY OF ILWACO**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Long Beach (hereinafter "Long Beach"), and the City of Ilwaco (hereinafter "Ilwaco"); and

WHEREAS, Long Beach has the facilities and expertise to treat and dispose of biosolid waste; and

WHEREAS, Ilwaco anticipates a future need for such facilities from time to time;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

1. Description of Program. Long Beach agrees to handle the disposal and treatment of biosolids delivered by Ilwaco, as necessary, in accordance with the terms and conditions attached as Exhibit A and incorporated by this reference as if set forth in full. The City of Long Beach, as operator of the plant, specifically reserves as set forth below the right to terminate this Agreement at any time and the City of Long Beach will terminate this Agreement, when, in its sole discretion, it determines that the disposal of biosolids hereunder would interfere with the smooth, efficient and cost-effective operation of the secondary sewage treatment plant. Termination under this provision shall take effect sixty (60) days after written notice.

2. Payment.

A. When charges are pending, Long Beach shall submit a monthly payment invoice to Ilwaco for services to date, and Ilwaco shall make payments within thirty (30) days after the submittal of the invoice.

B. If Ilwaco objects to all or any portion of any invoice, it shall so notify Long Beach within fifteen (15) days from the date of receipt and shall pay the portion of the invoice not in dispute as required under Paragraph 2 above. The parties shall immediately make every effort to settle the disputed portion. If they are unable to resolve their dispute, the parties agree to use an alternative dispute resolution procedure to resolve their differences, including but not limited to mediation and, if other settlement efforts have failed, binding arbitration.

C. The prices to be paid are set forth in the attached Exhibit A which has been incorporated by this reference as fully as if herein set forth. The charge for disposal of biosolids set forth in such Exhibit may be amended by the provision of sixty (60) days prior written notice from either party. Upon receipt of such notice, Ilwaco may terminate this agreement by providing written notice to Long Beach within forty (40) days of receipt of the notice amending charges. If no such notice of termination is served on Long Beach, Exhibit A shall be deemed amended to incorporate such new charge.



3. Duration. This Agreement shall become effective upon execution and shall remain in effect unless terminated as provided below. The Agreement may continue in effect at the mutual agreement of the parties for up to two two-year terms to expire December 31, 2021 and December 31, 2023.

4. Termination. Either party may terminate this contract at any time upon sixty (60) days written notice. Subject to its obligation of good faith and fair dealing, Long Beach reserves the right to refuse or suspend any biosolid delivery from Ilwaco at any time and for any length of time in accordance with plant operational needs. Paragraphs 2 and 5 shall survive termination of this Agreement.

5. Indemnification and Hold Harmless. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents or employees, while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

6. Miscellaneous Disclosures as Required by RCW 39.34.030. No separate legal entity shall be created by this Agreement, and each party hereto shall be responsible for its own budgeting of funds transferred under this Agreement. No property shall transfer ownership or be jointly owned as a result of this Agreement. Long Beach shall serve as the administrator of this Agreement.

7. Entire Agreement. The written provisions and terms of this Agreement, together with all Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

8. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of Long Beach and Ilwaco.

9. Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit brought by either party arising out of this Agreement shall only be maintained in a court of competent jurisdiction in Pacific County, Washington.

11. Filing. This Agreement shall be filed with the Pacific County Auditor as required by RCW 39.34.040.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF LONG BEACH

By: \_\_\_\_\_  
Jerry Phillips, Mayor

ATTEST:

By: \_\_\_\_\_  
Helen Bell, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Joel Penoyar, City Attorney

CITY OF ILWACO

By: \_\_\_\_\_  
Gary Forner, Mayor

ATTEST:

By: \_\_\_\_\_  
Stephanie Davis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Josh Stellmon, City Attorney

## **EXHIBIT A**

The City of Long Beach agrees to assist the City of Ilwaco with its biosolids disposal needs. Our approval is based upon the following conditions:

- Ilwaco shall provide Long Beach with at least 24 hours' notice of anticipated shipments. Shipments will be received at a time agreed to by both agencies.
- Delivery to the Long Beach Wastewater Treatment Plant (WWTP) will be at 313 6th ST NE, Long Beach WA.
- Ilwaco will deliver biosolids monthly at no greater than 3% concentration.
- The rate \$1.81 per pound.
- Test results performed at Long Beach WWTP will be used for billing. The method for calculating the quantity received will be as follows: Ilwaco will split a sample taken during each tanker loading destined for the Long Beach WWTP. The biosolids hauler will deliver a sample to the Long Beach WWTP for solids concentration analysis. Quantity of liquid biosolids received will be measured using the flowmeter at the plant. Long Beach WWTP personnel will log all deliveries and pounds received each day. Upon request, Ilwaco shall be provided all documentation related to testing and test results.
- Long Beach WWTP will be responsible for unloading deliveries.
- If the solids concentration generated from Ilwaco changes significantly, Long Beach WWTP will be notified in advance.
- The City of Long Beach reserves the right to refuse deliveries if plant storage tank capacity is threatened.

TAB — F





**CITY COUNCIL  
AGENDA BILL  
AB 20-21**

**Meeting Date: February 18, 2020**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <i>Hazardous Tree Removal Quote for 10<sup>th</sup> North &amp; Washington</i>	<b>Originator:</b>	
	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	
<b>COST:</b> \$1,500	Water/Wastewater Supervisor	
	Other:	

**SUMMARY STATEMENT:** There has been a danger tree identified in the Right-of-Way near 10<sup>th</sup> North and Washington. The city has received two quotes and is recommending the least expensive.

**RECOMMENDED ACTION:** *Authorize Mayor Phillips to accept the bid from KJ's Tree Service.*

Hazard Tree Removal - 10th North and Washington				
Company	Contacted	Onsite Meeting	Quote Received	Quote Amount
KJ's Tree Service	4-Feb	5-Feb	6-Feb	\$1,500
Hill & Son Excavating	4-Feb	7-Feb	10-Feb	\$1,800

TAB — G





**CITY COUNCIL  
AGENDA BILL  
AB 20-22**

**Meeting Date: February 18, 2020**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <i>Agreement with the Pacific County Tourism Bureau for Tourism Promotion Services</i>	<b>Originator:</b>	
	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	
<b>COST:</b> \$200,000 for 2020	Other:	

**SUMMARY STATEMENT:** Attached to this agenda bill is the agreement between the City of Long Beach and the Pacific County Tourism Bureau for tourism promotion services. This is a one-year agreement outlining terms and deliverables.

**RECOMMENDED ACTION:** *Authorize Mayor Phillips to enter into this agreement with the Pacific County Tourism Bureau for Tourism Promotion Services.*

CITY OF LONG BEACH  
GOODS AND SERVICES CONTRACT

Tourism Promotion Services

The City of Long Beach (City), and the Pacific County Tourism Bureau (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

1. Exhibit A Tourism Promotion Services

1. Term. The term of this Contract shall extend from January 1, 2020 to December 31, 2020 unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.

2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services, and facilities necessary for the services specified in the attached Exhibits A. All work shall be completed within each year of the contract.

3. Compensation.

3.1 Basis of Payment. Contractor shall complete Project as defined above and in Exhibit A, with a total fee of \$200,000.

3.2 Payment. Payments shall be made on a monthly basis, by the city, in the amount of \$16,666.66.

If City fails to make any payment due Contractor for services within thirty (30) days of the monthly payment date, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

5. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 5.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

- 5.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

7. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:
-



- 7.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.
- 7.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
- 7.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 7.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 7.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.
8. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.
9. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal quarterly, outlining the Project progress, issues of concern and budget status.
10. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
11. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
12. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
13. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.

14. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

**CITY:**

City of Long Beach  
115 Bolstad Ave W  
PO Box 310  
Long Beach, WA  
Phone: 360.642.4421

**CONTRACTOR:**

Pacific County Tourism Bureau  
3914 Pacific Hwy  
PO Box 562  
Seaview, WA 98644  
Phone: 360.642.2400

15. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

- 15.1 Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$1,300,000
Products-Completed Operations Aggregate	\$1,300,000
Personal & Advertising Injury	\$1,300,000
Errors& Omissions	\$1,300,000
Each Occurrence	\$1,300,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

- 15.2 Commercial Automobile Insurance. Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,200,000.



- 15.3 Workers' Compensation Insurance. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Washington State Workers' Compensation Law and shall comply with Title 51 RCW, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under Title 51 RCW. Out-of-state employers must provide Washington State workers' compensation coverage for their workers who work at a single location within Washington State for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.
- 15.4 Additional Insured Provision. The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.
- 15.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City
- 15.6 Certificates of Insurance. As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.
- 15.7 Primary Coverage Clarification. The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.
- 15.8 Cross-Liability Clause. A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.



Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.

16. Force Majeure. This section applies in the *event* that either party is unable to perform the obligations of this Agreement because of a Force Majeure *event* as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure *event* is an *event* that prohibits performance and is beyond the control of the party. Such *events* may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure *event* and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure *event* for the period of such *event*. If such *event* effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such *event*.
17. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, *vacation* pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to *convert* this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
18. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
19. Governing Law. This Agreement is to be *governed* by and under the laws of the State of Washington.
20. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Pacific County Superior Court, Pacific County, Washington, *over* all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.

21. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Uniform Arbitration Act, Chapter 7.04A RCW et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Pacific County Circuit Court, upon the request of either party submitted in accordance with Chapter 7.04A RCW. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
22. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
23. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
24. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
25. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

EXHIBIT A

CITY OF LONG BEACH, WASHINGTON

TOURISM PROMOTION SERVICES

**LONG BEACH, WASHINGTON**



## **Tourism Promotion Services**

Contracted agency agrees to **strategically plan, implement and report on a comprehensive annual destination marketing plan** promoting the City of Long Beach and Pacific County WA which **includes**:

- 1) consumer direct marketing activities and channels**
- 2) media and public relations**
- 3) tourism industry and trade representation, development and reporting.**

The *objectives* of the plan are to increase awareness of tourism product, reach targeted audiences and inspire them to visit our area thereby increase overnight visitors, increase engagement, extend length of stay and grow lodging tax collections and overall visitor spending. The plan and objectives are strategically and expertly planned with wide-based stakeholder and community input to provide the best and greatest return on investment of tourism marketing and promotion funds while preserving our tourism assets, natural resources and local heritage and tradition.

Annual work will include the following marketing activities:

### **1. Consumer direct channels**

- a.* Consistent professional, compelling *place branding*
- b.* Creation, production and distribution (both in and out of area) *print collateral marketing pieces*
  - i. Annual “Beach Visitors Guide”
  - ii. Annual tourism event calendar
  - iii. In-room visitor guides and business directories
  - iv. Inspiration brochure
  - v. Way-finding tools like “Discovery Maps”
  - vi. Branded promotional items
- c.* Planning, creation, negotiation and placement of professionally *branded advertising* may include:
  - i. Print media: guides, magazines, books, newspapers, etc.
  - ii. Digital media: search engine marketing, banner ads, enews, targeting, geo-fencing, adwords, etc.
  - iii. Sponsored content, print and/or digital
  - iv. Advertising on social media
- d. Social Media Marketing and Management*
  - i. facebook
  - ii. Twitter
  - iii. Instagram
  - iv. YouTube

- e. Strategically plan, create and distribute *consumer direct electronic newsletter* designed to inspire visits, increase engagement, encourage return visits, extend night stay, etc.
  - i. Increase opt-in subscriber base
  - ii. Maintain or increase open rate, click through rate
  - iii. Develop content based on target audience travel planning window
  - iv. Respectfully observe and fully comply with all privacy and email marketing regulations

**f. *Visitor Services and in-person contacts***

- i. Operate visitor center
- ii. Train staff and volunteers to provide visitor information and tourism business services and benefits serving visitors and local business and communities
- iii. Connect visitors to expectations and improve visitor satisfaction, help increase engagement, increased local spending, inspire and/or extend night stays, connect visitors with local businesses, services, activities and attractions
- iv. Distribution hub for local and regional business information/materials and visitor information/materials.
- v. Engage with visitors at events and consumer tradeshows to increase awareness of and inspire visitors to our area
- vi. Answer inquiries and fulfill requests for information and/or materials via email, telephone, in person, social media messaging, google check-ins/reviews, etc.

- g. Manage and host all aspects of *destination marketing website* strategically designed to inspire and facilitate visitors to our area. Work includes:

- i. Planning and development
- ii. Design and responsiveness
- iii. Regularly test, repair and maintain all functions and links
- iv. Optimize all content and images for search and voice search
- v. New content creation and update of existing
- vi. Regularly procure and update effective images
- vii. Provide links and listings for local business partners, activities and attractions
- viii. Monitor and report traffic, analytics, trends, conversions and referrals to partner websites

**h. *Consumer events and travel trade shows***

- i. RV Shows
- ii. Food Events
- iii. Outdoor

**i. Promotion**

- i. Participate in local, regional, state and national coop advertising and marketing programs and sales missions
- ii. Create, edit, and/or procure highest quality image for “signature images” reflecting brand and brand messaging and professionally evaluated in terms of trend, style, and technical specifications
- iii. Create and/or procure high quality images and video for print, digital content to be used in various marketing channels
- iv. Procure, manage and comply with all rights and licensing permissions and use restriction and required credits for all digital assets (images and video)

**2. Media and Public Relations** work to increase awareness of and visitors to our area by increasing our “earned” (unpaid or not advertising) media. Earned media has a higher degree of influence and oftentimes a higher rate of return on investment for relevant/viable audiences. Work includes:

- a. Pitching to publishers, editors, and writers
- b. Monitoring and responding to **media inquiry** platforms
- c. Planning and organizing and in some cases hosting **media visits**
- d. **Crisis response** planning and reputation management as requested
- e. Fielding media inquiries, requests, research **and fact checking**
- f. Planning and organizing **group and individual media familiarity tours**
- g. Researching, creating and distributing **press releases and media alerts**
- h. Create and implement **annual PR plan**
- i. Other **content creation and special projects** as needed
- j. **Representation** at travel writer events and conferences
- k. Continually update and expand destination product **knowledge** and identify trending and/or relevant products and subjects for targeted markets and audiences

**3. Tourism industry representation, advocacy and professional development both in and out of area:**

- a. *In area activities* include:
  - i. Researching and reporting tourism metrics according to global and national professional industry standards.
  - ii. Plan and host annual meeting with reporting, education, and industry recognition
  - iii. Plan and host county-wide tourism summit every other year with professional development information and collaboration sessions
  - iv. Plan and host gatherings of tourism industry sectors to facilitate information sharing, collaboration, professional development and product updates for marketing work

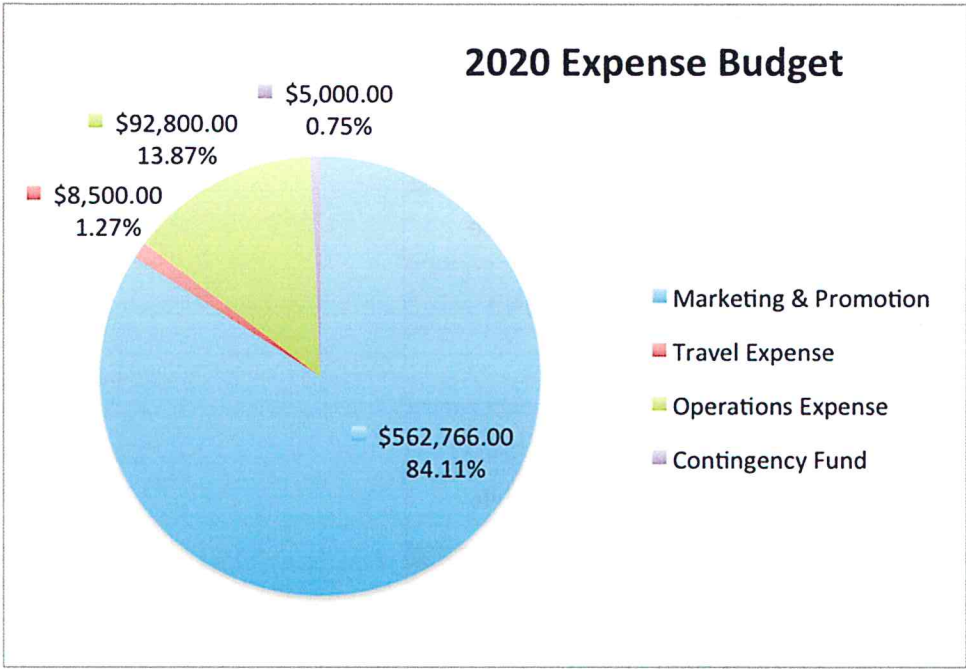


- v. Attend, participate and collaborate with community and stakeholder groups throughout Pacific County
- vi. Create and implement partnership and community programs and benefits designed to support and enhance tourism related businesses and grow visitor spending
- vii. On going professional development of marketing team
- viii. Conduct over 10,000 visitor surveys annually to determine visitor origins, numbers, night stays, inspiration source, demographics, and media channels
- ix. Data collection and cross reference from other local sources
- x. Conduct annual county wide lodging inventory
- xi. Conduct weekly occupancy survey
- xii. Conduct weekly vacancy survey and referral system mid-April through mid-Sept

***b. Out of area activities include:***

- i. Membership, partnership or active leadership roles with the following industry organizations and others as needed:
  - Washington State Assoc. of DMO's
  - Washington Tourism Alliance
  - Port of Seattle
  - DMA-West
  - WHA
  - AWACC
  - Oregon Coast Visitors Association
  - Destinations International
  - U.S. Travel/Brand USA

\$669,066



**2020 Board of Directors:**

Representative	Term Expires	Committee
Holly Beller Treasurer, City of Ilwaco	12/31/2022	
Jenna Austin, Queen La De Da's Ilwaco Merchants Assoc	31-Dec-2022	Marketing & Governance
Karla Jensen Martin, Mermaid Inn Long Beach Merchants Assoc	31-Dec-2022	Partnership
Guy Glenn Manager, Port of Ilwaco	31-Dec-2022	Governance
David Glasson City of Long Beach	<b>Secretary:</b> 12/31/2021 <b>Director:</b> 12/31/2022	Governance
Jim Sayce Pacific County EDC	12/31/2020	
Michelle Svendsen North Jetty Brewing, Seaview	12/31/2020	Marketing
Susie Goldsmith Boreas Bed & Breakfast	<b>Vice Pres:</b> 12/31/2021 <b>Director:</b> 12/31/2021	Partnership, Chair
Nancy Gorshe The Depot Restaurant	<b>President:</b> 12/31/2021 <b>Director:</b> 12/31/2021	Marketing, Chair
Tiffany Turner Adrift Hotel	<b>Past Pres:</b> 12/31/2021 <b>Director:</b> 12/31/2021	
Michelle Layman Willapa Harbor CC	12/31/2020	Partnership
Thandi Rosenbaum Sou'wester Lodge RV Park	12/31/2020	Marketing
Julez Orr Salt Hotel, Recreation	12/31/2020	Marketing
Mike Cassinelli Beacon Fishing Charters	<b>Treasurer:</b> 12/31/2021 <b>Director:</b> 12/31/2021	Governance, Chair
Diana Thompson Harmony Soapworks	12/31/2021	



TAB — H

## BEFORE THE HEARINGS EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of )  
)  
**Pastor Karen Humber** )  
)  
For a Conditional Use Permit )  
to allow the use of the vacant parcel(s) )  
directly south of the church building )  
to serve as additional parking, potential )  
youth center, and multi-purpose space. )

FILE NO: CUP 2019 - 05

FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND DECISION

### DECISION

The Condition Use Permit Application is **APPROVED**, subject to conditions.

### INTRODUCTION

The Conditional Use Permit of to allow **Pastor Karen Humber, Peninsula Church of the Nazarene** the use of an existing vacant land parcels to be used as an additional parking, potential youth center, and multi-purpose space came on for hearing before Jan LeM. Hedges, Hearings Examiner, on January 24<sup>th</sup> at 1:07 p.m... **Ariel Smith**, Director presented the Department of Community Development Staff Report

The Hearings Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the Conditional Use Permit Application.

Testifying under oath was:

**Ariel Smith**, Community Development Director

**Pastor Karen Humber**, Pastor and Applicant

The following exhibits were offered and admitted:

EXHIBIT	DESCRIPTION	SUBMITTED BY	DATE ADMITTED	COMMENTS
1	Application for Conditional Use Permit	Pastor Karen Humber	12/19/2019	Complete
2	Staff Report	City of Long Beach	01/24/2020	Complete
3	Directors' Completeness review	City of Long Beach	12/27/2019	Complete
3	Public Hearing Notice	City of Long Beach	01/08/2020	Complete

The hearing adjourned at 1:07 p.m.

From the foregoing, the Examiner makes the following:

#### FINDINGS OF FACT

1. Applicant, **Pastor Karen Humber**, propose vacant undeveloped lots to be used as additional parking, a potential youth center, and multi-purpose space.
2. The proposed site is in a **RC – Residential Commercial zone**.
3. This use is allowed conditional use in the **RC - Residential Commercial zone** as a conditional use.
4. The existing vacant lots and the proposed change of use meets or exceeds all the **Municipal Code, Multi-Family Residential District Code [12-6C- 3, 12-7D- 4, & 11-2D-2 STANDARDS]** for this zone.
5. The proposed change of use is consistent with existing uses and not generate additional traffic impact, or place additional demands on the City's' infrastructure or the right of adjacent property owners or the public at large to enjoy their normal and expected peace and well being.
6. The proposed change of use meets or exceeds all the applicable standards set forth in the; Zoning Ordinance, Comprehensive Plan, The Shoreline Master Program and the State Environmental Policy Act.
7. This Conditional Use Application was **timely submitted**, was received and met the CITY completeness requirements as required in CITY Ordinance 15.08.070 B. and RCW 36.70.B.070.
8. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following

#### CONCLUSIONS OF LAW

1. The Hearing Examiner has jurisdiction over the persons and the subject matter of the proceeding.
2. The requirements of the CITY Zoning Ordinance have been met.
3. The standards and guidelines of the CITY Comprehensive Plan have been met.
4. This proposed development is exempt from SEPA review and the Shoreline Master Program does not apply.
5. The applicant has sought the appropriate permit.
6. As conditioned below, the project will be consistent with the criteria for Conditional Use Permit approval.
7. Any finding herein which may be deemed a conclusion is hereby adopted as such.




## DECISION

The application of, **Pastor Karen Humber** applicant representing , **Peninsula Church of the Nazarene** for the change of use of an existing vacant, undeveloped lots located at 1313 & 1315 Pacific Avenue North, is **APPROVED**, subject to the following conditions:

1. Any further development, expansion or change of use of the property shall require the approval of the City of Long Beach.
2. The business owner or a representative shall be on-site during hours of operation.
3. There shall be adequate parking provided for final use. This must be reviewed and approved by the City of Long Beach Community Development Director.
4. Failure to comply with conditions of this permit may result in the permit being rescinded, and possibly the Applicant being cited and fined under the Long Beach City Code.

Done this 29<sup>th</sup> day of January 2020

  
Jan LeM. Hedges, Hearing Examiner

### RIGHT TO APPEAL –TIME LIMIT

Any person aggrieved by the decision of the hearing examiner shall have the right to appeal the decision to the City Council. The appeal shall be in writing and delivered to City Hall within fourteen calendar days of the hearing examiners decision. No new evidence will be accepted by the City Council. The appeal is limited to the record presented to the hearing examiner. [Ordinance No 656, Section 4]

### TRANSCRIPT OF HEARING – PAYMENT OF COST

An appeal of the Hearing Examiner's decision requires the preparation of a transcript of the hearing before the Hearing Examiner. Therefore, a payment of ten dollars (\$10.00) for each hearing tape must accompany the request for appeal. The appeal fee is \$400.00. All costs are payable to the City of Long Beach, Washington.

## BEFORE THE HEARINGS EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of )  
 )  
**Lisa Pedro** )  
 )  
For a Conditional Use Permit )  
to allow the use of a two- family )  
residence as a vacation rental located )  
in the R2R – Two-Family Residential )  
Restricted zone at 112 28<sup>th</sup> NW. )

FILE NO: CUP 2019 - 06

FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND DECISION

### DECISION

The Condition Use Permit Application is **APPROVED**, subject to conditions.

### INTRODUCTION

The Conditional Use Permit of to allow **Lisa Pedro** the use of an existing residence to be used as a part time vacation rental came on for hearing before Jan LeM. Hedges, Hearings Examiner, on January 24<sup>th</sup> at 2:01 p.m.. **Ariel Smith**, Director presented the Department of Community Development Staff Report

The Hearings Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the Conditional Use Permit Application.

Testifying under oath was:

**Ariel Smith**, Community Development Director

**Mary Kay Ramage**, Neighbor

**Doris Holden**, Neighbor

**Faye Wallace**, Neighbor

The following exhibits were offered and admitted:

EXHIBIT	DESCRIPTION	SUBMITTED BY	DATE ADMITTED	COMMENTS
1	Application for Conditional Use Permit	Lisa Pedro	12/23/2019	Complete
2	Staff Report	City of Long Beach	01/24/2020	Complete
3	Directors' Completeness review	City of Long Beach	12/27/2019	Complete
3	Public Hearing Notice	City of Long Beach	01/24/2020	Complete

The hearing adjourned at 2:14 p.m.

From the foregoing, the Examiner makes the following:

#### **FINDINGS OF FACT**

1. Applicant, **Lisa Pedro**, propose an existing residence to be used as a vacation rental.
2. The proposed site is located in a **R2R – Two-Family Residential Restricted zone**.
3. The applicant proposes to change the existing residence to a part time vacation rental. This proposed themselves and/or a local management firm to manage use and be responsible for clean up.
4. This vacation rental use is allowed conditional use in the **R2R - Two-Family Residential Restricted zone** a conditional use.
5. The existing residential structure and the proposed change of use meets or exceeds all of the **Municipal Code, [12-5D-4 STANDARDS]** for this zone.
6. The proposed change of use is consistent with existing uses and not generate additional traffic impact, or place additional demands on the City's' infrastructure or the right of adjacent property owners or the public at large to enjoy their normal and expected peace and well being.
7. The proposed change of use meets or exceeds all of the applicable standards set forth in the; Zoning Ordinance, Comprehensive Plan, The Shoreline Master Program and the State Environmental Policy Act.
8. This Conditional Use Application was **timely submitted**, was received and met the CITY completeness requirements as required in CITY Ordinance 15.08.070 B. and RCW 36.70.B.070.
9. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following

#### **CONCLUSIONS OF LAW**

1. The Hearing Examiner has jurisdiction over the persons and the subject matter of the proceeding.
2. The requirements of the CITY Zoning Ordinance have been met.
3. The standards and guidelines of the CITY Comprehensive Plan have been met.
4. This proposed development is exempt from SEPA review and the Shoreline Master Program does not apply.
5. The applicant has sought the appropriate permit.
6. As conditioned below, the project will be consistent with the criteria for Conditional Use Permit approval.
7. Any finding herein which may be deemed a conclusion is hereby adopted as such.

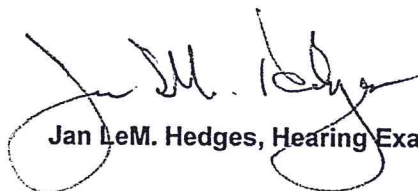


## DECISION

The application of, **Lisa Pedro** applicant, for the change of use of an existing residence to a vacation rental located at 112 - 28 Street NW, is **APPROVED**, subject to the following conditions:

1. Any further development, expansion or change of use of the property shall require the approval of the City of Long Beach.
2. The applicant shall obtain a City of Long Beach business license from the State of Washington as required by Title 4, Business and License Regulations, of the Long Beach City Code and pay all applicable taxes as required by Title 3, Finances and Taxation.
3. Occupancy shall be limited to 6 people, including children. Guests shall be asked to leave if they do not comply with occupancy limits.
4. Should the property management team not be fully available while the property is used as a vacation rental, the property shall not be rented.
5. Should management of the property change, the City shall be notified in writing in advance of such change.
6. All residents within 100 feet (excluding streets and rights-of-way) shall be provided with management contact information, both for daytime and nighttime hours.
7. All guests shall be informed to respect neighbors' rights of quiet enjoyment between 10:00 P.M. and 8:00 A.M. Guests shall be asked to leave if they do not comply with noise limits.
8. Off-street parking for the vacation rental shall be provided within the garage and the concrete pad, and all parking needs shall be met on-site. RV parking shall not be permitted on the site by vacation rental guests.
9. When occupied as a vacation rental, the property shall be monitored daily, and any trash or debris removed and/or placed in an appropriate receptacle provided by the owner. On-call bag pick-up service may not be used.
10. A landline should be made available for emergency calls.
11. The accessory structure cannot be used for sleeping quarters per Design Review 2012-11.
12. Failure to comply with conditions of this permit may result in the permit being rescinded, and possibly the applicant being cited and fined under the Long Beach City Code.

Done this 29<sup>th</sup> day of January, 2020

  
Jan LeM. Hedges, Hearing Examiner

#### **RIGHT TO APPEAL –TIME LIMIT**

Any person aggrieved by the decision of the hearing examiner shall have the right to appeal the decision to the City Council. The appeal shall be in writing and delivered to City Hall within fourteen calendar days of the hearing examiners decision. No new evidence will be accepted by the City Council. The appeal is limited to the record presented to the hearing examiner. [Ordinance No 656, Section 4]

#### **TRANSCRIPT OF HEARING – PAYMENT OF COST**

An appeal of the Hearing Examiner's decision requires the preparation of a transcript of the hearing before the Hearing Examiner. Therefore, a payment of ten dollars (\$10.00) for each hearing tape must accompany the request for appeal. The appeal fee is \$400.00. All costs are payable to the City of Long Beach, Washington.

# Long Beach Police

P.O. Box 795  
Long Beach, WA 98631

lbpchief@centurytel.net

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

02-01-20

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for January 2020

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

## Long Beach

**496** Total Incidents

Aid Call Assists: 5

Alarms: 7

Animal Complaints: 8

Assaults: 2

Assists: 86

(Includes 12 PCSO, 1 WSP And 1 Other Agency Assists Outside City Boundaries)

Burglaries: 4

Disturbance: 15

Drug Inv.: 8

Fire Call Assists: 1

Follow Up: 108

Found/Lost Property: 7

Harassment: 6

Malicious Mischief: 4

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 2

Runaway: 0

Security Checks: 120

Suspicious: 23

Thefts: 8

Traffic Accidents: 3

Traffic Complaints: 7

Traffic Tickets: 10

Traffic Warnings: 33

Trespass: 8

Warrant Contacts: 12

Welfare Checks: 8

## Ilwaco (Includes 11 Calls At Port)

**232** Total Incidents

Aid Call Assists: 0

Alarms: 4

Animal Complaints: 2

Assaults: 4

Assists: 26

Burglaries: 2

Disturbance: 8

Drug Inv.: 6

Fire Call Assists: 1

Follow Up: 64

Found/Lost Property: 2

Harassment: 0

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 2

Runaway: 3

Security Checks: 55

Suspicious: 13

Thefts: 3

Traffic Accidents: 0

Traffic Complaints: 6

Traffic Tickets: 3

Traffic Warnings: 10

Trespass: 6

Warrant Contacts: 0

Welfare Checks: 11




On the 8<sup>th</sup> Officer Eric Cowser received training put on by Washington State Patrol. The training was to be certified in "Access". This allows him to be able to use that system to run people for warrants and other things.

Officers Jeff Cutting and Josh Lefor attended training on the 15<sup>th</sup>. The course title was "Pursuit Decision Making". Some of the topics covered included pursuit dynamics and the reality of vehicles at speed, pursuit legal issues, overcoming officer's pressures in pursuit decision making and finally de-escalation as a factor in evaluating arrests.

On January 22<sup>nd</sup> Officer Eric Cowser attended training. He attended training to be recertified in the use of the "Drager" breath machine. This is for the investigation of DUI stops.

On the 24<sup>th</sup> and 25<sup>th</sup> the department had "Emergency Vehicle Operations Course" training. The training was put on by the Shoalwater Bay Tribal Police.

I attended a meeting on the 27<sup>th</sup> of the "Behavioral Health Crises Collaborative Team". This is a group that is made up of many different agencies and departments, such as law enforcement, hospital, EMS and the health department to name a few, that meet to discuss any issues related to dealing with persons having a mental health crises.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police

# Parks - Streets - Storm Water- Jan Monthly Report

## *Monthly*

Safety Meetings

## *Bi-Monthly*

Staff Meetings

## *Fridays*

### *Street Sweeping*

Backpack blowing of sidewalks and brick parks

Boardwalk and dune trail maintenance

## *Thursdays*

Boardwalk and Dune trail

## *Daily*

Restroom maintenance

Garbage maintenance

## *Festivals / Events /set up and tear down*

None

1. Dug out the storm water outfalls.
2. Bolstad beach approach maintenance.
3. Repairing field 2 dugouts.
4. Boardwalk maintenance light and screws.
5. Repaired 2 street lights and the lights in fish alley.
6. Primed and painted the steel beams for the new scoreboard.
7. Street sign maintenance Idaho and California.
8. Highway mower cutting the brush back in the right of ways.
9. Cleaned the maintenance shop.

10. Dug 10 test holes for the Washington street project.
11. Plunged the storm water pipes under the downtown planters.
12. Repaired some of the vandalism to the new Bolstad restroom waiting on parts to fix the rest.



## City of Long Beach Activities Report

January 2020

Wastewater Dept.

Call Outs - 0

Meetings - 10 (4) Tapani Construction Meetings / Evergreen Rural Circuit Rider / Evergreen Septic / G&O Engineers Comp Plan / Admin. Plant Walk Through / EYC (Steve Ogle) / Hach (Mark Kazdik).

Safety Meetings - 2 ( Program Review / Safety Committee Elected. )  
( First Aid / CPR / AED Card Training.)

Plant Management - Monthly DMR's / Paperwork Review / Emails / Ordering Supplies / Engineers / 2019 I & I Report to EYC / 2019 Waste Load Assessment to EYC.

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

Customer Service - 1 ( Possible Sewer Alarm NW 28<sup>th</sup> st. )

Locates - 4 Emergency Locates – 1 ( Lindstrom Const. 15<sup>th</sup> st. )

Hauling Sludge - 0

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

Lift Station Maintenance – De-ragged Pump #1 12<sup>th</sup> st n.

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

Samples to Lab - 2 ( Monthly Ammonia / Fecals. )

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

Sink Hole Investigation – 1 ( Drainage )

Main Repairs - 0

Equipment Cleanup - 2

Headworks Debris Removal – 4 Barrels Decanting Digester – Supernatant ran back through plant. ( Rain & Plant )

Training - Tye - Treatment Pond Maintenance & Disinfection.

Treatment Plant Numbers – 13.14 Million Gallons. ( Approx. 424,000 Gal / Day ) 21" Rain in Month.

Other Activities –

Checking WWTP Construction Progress W/ Engineers.

Replaced All AED Batteries.

Installed Hanger for Effluent Sampler.

Replaced Air Filters for RAS / WAS MCC's.

New Cassette Installed for Headworks Debris.

Replaced Circuit Board for UV.

Cleaned 3" Trash Pump and Stored.

Installed New Valve for Breakers Lift Station.

Sludge Samples to FKC for Polymer Testing.

High Flows Affecting Clarifier Performance. ( Increased RAS )

Plant Walk Through.

Installed More Rock & Lego's 3rd st Dump Station.

Raised Meter 3<sup>rd</sup> st Dump Station.

Bear Power Installing Fencing 3<sup>rd</sup> st Dump Station.

Jetted mainline to State Farm (Grease)

Office Organization & Cleanup.

Removed Breakers Pump for repairs.

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Unplugged Grit Pump Drainline.

## City of Long Beach Activities Report

January 2020

Water Dept.

Call Outs - 2 ( Water Turn On's / Off's. )

Meetings - 8 (2) Staff / (1) Contractor USFW Project / (2) Water Quality / (1) Admin. / (1) DOH  
Sanitary Survey / (1) Engineers Water Quality.

Safety Meetings - 2 ( Program Review / Safety Committee Elected. )  
( First Aid / CPR / AED Card Training. )

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly  
Report / Bills / Log Book / Called Locates / Reviewing ROW Permits / Plant Walk Through / Res  
Inspections.

Customer Service - 1

Locates - 14

Emergency Locates – 1 ( 15<sup>th</sup> st s Lindstrom Const. )

Re-reads - 14

Install New Meters - 1 ( 8<sup>th</sup> st n & Blvd. )

Meter Reinstall – 2

New Service Investigations – 4

Valve Investigation - 0

New Service Prep – 1

Valve Can Raising - 0

Meter Removal – 1

Meter Repairs - 4

Hydrant / Stand Pipe Maint. – 0

Shut Off's - 5

Emergency Shut Offs – 0

Turn On's - 6

Res. Checking - 2

Res. Maint. – 0

Leak Repairs - 0

Leak Investigations - 2

Equipment Cleanup - 3

System Samples - Weekly entire system.



Samples to Lab - 2

Training - All Crew First Aid / CPR / AED Card Training.

Treatment Plant Numbers - 12,426,000 Gallons. ( Approx, 400,800 Gal. / Day )

Other Activities –

Moving Desk City Hall.

Reading Meters. ( Long Beach. )

Replacing Remote Read Meters.

Charged New Hydrant WWTP'

Storm Cleanup & Drainage.

Festival Setup ( Removing Fireworks Barrier New Years. )

USFW Brass & Meter Delivered.

Organized Brass & Parts Room.

Scheduled Training for 2020.

Installing Blocks & Rock 3<sup>rd</sup> st. Dump Station.

Checking Overflows at Reservoirs.

Ordered Parts.

Stocking Parts.

Removed Old Water Service / Install New at PD Project.

Patched Road Cuts.

Cleaning Shop.

Vac Trailer for TIB Washington Project.

Rebuilding Well Points & Hoses.

Replaced Large Meters With Remote Reads ( 2 Klean , 1 Roadway Inn , 2 Ocean Butte , 1 Culbertson. )

Safety Paperwork 2020.

# Chargepoint Information

