



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, July 23, 2020

7:00 PM

Virtual Meeting

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a virtual Zoom meeting on Thursday, July 23rd, at 7:00 p.m.

All members of the public are encouraged to listen in to the meeting and participate via a moderator. For information about Zoom accessibility, please contact the City Clerk's Office at 360-442-5041.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/86885812484>

Telephone options (you may need to try more than one number if you receive a busy signal):

Dial any of the following numbers:

1-253-215-8782

1-669-900-6833

1-346-248-7799

1-408-638-0968

1-646-876-9923

1-301-715-8592

1-312-626-6799

Meeting ID: 868 8581 2484

1. CALL TO ORDER

2. INVOCATION*/FLAG SALUTE

20-000300 INVOCATION BY JOSH MCCANN, COLUMBIA HEIGHTS ASSEMBLY OF GOD

3. ROLL CALL**4. APPROVAL OF MINUTES**

20-000297 REGULAR MEETING, JUNE 25, 2020

5. CHANGES TO THE AGENDA**6. PRESENTATIONS & AWARDS**

20-000304 PROCLAMATION: PARKS & RECREATION MONTH - JULY 2020

RECIPIENT: JENNIFER WILLS, PARKS & RECREATION DIRECTOR

20-000313 PROCLAMATION: COMMEMORATING THE 30TH ANNIVERSARY OF THE AMERICANS WITH DISABILITIES ACT

RECIPIENT: BILL JOSH, ACCESSIBILITY ADVISORY COMMITTEE CHAIR

7. CONSTITUENTS' COMMENTS (Thirty Minutes)**8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS****9. PUBLIC HEARINGS****10. BOARD & COMMISSION RECOMMENDATIONS**

20-000305 PC 2020-3 LATECOMER AGREEMENTS: PLANNING COMMISSION RECOMMENDATION TO MAKE AMENDMENTS TO THE ZONING CODE SUBDIVISION ORDINANCE AND ESTABLISH A NEW CHAPTER 14.18, LATECOMER AGREEMENTS. AN ORDINANCE HAS BEEN PREPARED FOR COUNCIL CONSIDERATION.

11. ORDINANCES & RESOLUTIONS

20-000301 ORDINANCE NO. 3430 – LATECOMERS AGREEMENT

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3430.

20-000302 RESOLUTION NO. 2331 – AUTHORIZE SOLE SOURCE PROCUREMENT OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE FOR UPGRADE OF THE CITY'S WATER, SEWER AND FILTER PLANT SCADA SYSTEM

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2331.

20-000299 RESOLUTION #2332 JAG GRANT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2332 AND AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY.

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

14. CONSENT CALENDAR

20-000298 APPROVAL OF CLAIMS

**FIRST AND SECOND HALF JULY ACCOUNTS PAYABLE
SECOND HALF JUNE PAYROLL & FIRST HALF JULY PAYROLL**

15. CITY MANAGER'S REPORT

20-000303 PUBLIC WORKS PROJECT UPDATE

RECOMMENDED ACTION:

NONE - FOR INFORMATION AND DISCUSSION.

20-000311 SERVICE LEVEL AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES

RECOMMENDED ACTION:

MOTION TO APPROVE THE SERVICE LEVEL AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES.

20-000312 DONATION OF SIGNS AND TRANSFER OF OWNERSHIP

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT FOR THE ACCEPTANCE OF FIVE (5) "WELCOME" SIGNS.

16. MISCELLANEOUS

17. ADJOURNMENT

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, AUGUST 13, 2020 - 7:00 P.M.

THURSDAY, AUGUST 27, 2020 - 7:00 P.M.

NEXT COUNCIL WORKSHOPS:

THURSDAY, AUGUST 13, 2020 - 5:30 P.M. UTILITY RATES



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

Minutes

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, June 25, 2020

7:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a virtual Zoom meeting on Thursday, June 25th, at 7:00 p.m.

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1-346-248-7799

1-408-638-0968

1-646-876-9923

1-301-715-8592

1-312-626-6799

Meeting ID: 826 5094 9816

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 7:00 p.m.

2. **INVOCATION*/FLAG SALUTE**

20-000277 INVOCATION BY JOHN JAMIESON, WESTVIEW CHURCH OF GOD

After the invocation provided by John Jamieson of Westview Church of God, the flag salute was recited.

3. ROLL CALL

Present: Councilmember Makinster, Councilmember Schott, Councilmember Kendall, Councilmember Strobel, Councilmember Moon, Mayor Pro Tem Wallin, Mayor Wallis

Absent: None

Staff Present: City Manager Kurt Sacha, City Attorney Jim McNamara, City Clerk Kaylee Cody, Deputy City Clerk Kassi Mackie, Public Works Director Ken Hash, Community & Economic Development Director John Brickey, Parks & Recreation Director Jen Wills, Fire Chief Jim Kambeitz, Police Chief Jim Duscha, Human Resources Director Chris Smith, Administrative Services Director Kris Swanson, Interim Planning Manager Adam Trimble

4. APPROVAL OF MINUTES

**20-000275 FRIDAY, MARCH 6, 2020 - PRE-RETREAT DINNER MINUTES
SATURDAY, MARCH 7, 2020 - COUNCIL RETREAT MINUTES
THURSDAY, JUNE 11, 2020 REGULAR MEETING MINUTES**

A motion was duly made and passed to approve the minutes as presented.

5. CHANGES TO THE AGENDA

Mayor Wallis removed Resolution No. 2330 from the agenda.

6. PRESENTATIONS & AWARDS**7. CONSTITUENTS' COMMENTS (Thirty Minutes)**

Larry Wood of Longview commented on permitting requirements and the Fourth of July event.

Tony Katzenberger of Longview spoke in support of the gathering at Lake Sacajawea on July 4th.

Mandy Davidson of Longview asked about compliance with Phase 2 gatherings.

Bill Josh of Longview spoke in support of the gathering Lake Sacajawea on July 4th and transparency.

Tyrone commented in favor of the "protest" at Lake Sacajawea on July 4th

Jim Hill of Kelso urged the council and residents to purchase fireworks made in the USA.

Isabel Zender of Kelso spoke in opposition of the gathering at Lake Sacajawea on July 4th.

Holly of Longview voiced concern regarding the gathering at Lake Sacajawea on July 4th.

Tom Samuels of Longview commented in support of Resolution 2330.

Lori Soransic of Longview commented in opposition of the gathering at Lake Sacajawea on July 4th.

Teresa Purtell of Longview spoke in opposition of the gathering at Lake Sacajawea on July 4th.

Landon Wood spoke in favor of the gathering at Lake Sacajawea on July 4th.

Tony Katzenberger of Longview spoke in favor of the gathering at Lake Sacajawea on July 4th.

John Steppert of Longview commented on the gathering at Lake Sacajawea on July 4th.

Jeri Quiriconi of Longview spoke in opposition of the gathering at Lake Sacajawea on July 4th and voiced objection to the invocation.

Sheri Davis of Longview commented in opposition of the gathering at Lake Sacajawea on July 4th.

Allison Long of Longview is displeased with the amount of confederate flags outside homes.

Tom Ross commented in favor of the gathering at Lake Sacajawea on July 4th.

8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS

9. PUBLIC HEARINGS

**20-000273 PUBLIC HEARING – SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP)
2021- 2026 AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)**

**RECOMMENDED ACTION:
CONDUCT THE PUBLIC HEARING**

Mayor Wallis opened the public hearing at 8:02 p.m.

Dave Fine of Longview spoke about the accidents occurring on Washington Way and the need for improvements such as two lane roads, and a thirty miles or less sign.

Mayor Wallis closed the public hearing at 8:11 p.m.

**20-000274 RESOLUTION NO. 2329 - ADOPT 2021 - 2026 SIX YEAR TRANSPORTATION
IMPROVEMENT PLAN AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS**

**RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2329**

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Strobel, to adopt Resolution No. 2329. The motion carried unanimously.

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

**20-000262 ORDINANCE NO. 3427: AN ORDINANCE AMENDING THE LONGVIEW MUNICIPAL CODE,
TO REFLECT A COMPREHENSIVE PLAN AMENDMENT ON CERTAIN PROPERTY FROM**

**NEIGHBORHOOD/CONVENIENCE COMMERCIAL TO HIGH DENSITY RESIDENTIAL,
AMENDING THE ZONING OF CERTAIN PROPERTY FROM NEIGHBORHOOD
COMMERCIAL, NC, TO R-3 RESIDENTIAL DISTRICT**

**RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3427**

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Schott, to adopt Ordinance No. 3427. The motion carried unanimously.

20-000270 ORDINANCE 3428: FRANCHISE AND MASTER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP (VERIZON) TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

**RECOMMENDED ACTION:
MOTION TO APPROVE ORDINANCE NO. 3428 APPROVING A FRANCHISE AND MASTER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP (VERIZON) TO INSTALL, OPERATE & MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY**

A motion was made by Councilmember Strobel, seconded by Councilmember Schott, to adopt Ordinance No. 3428. The motion carried unanimously.

20-000271 ORDINANCE 3429: FRANCHISE AND MASTER LICENSE AGREEMENT WITH WODEN LLC TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

**RECOMMENDED ACTION:
MOTION TO APPROVE ORDINANCE NO. 3429 APPROVING A FRANCHISE AND MASTER LICENSE AGREEMENT WITH WODEN LLC TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY**

A motion was made by Councilmember Strobel, seconded by Councilmember Schott, to adopt Ordinance No. 3429. The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Wallis voiced appreciation to City Staff for ensuring the Zoom meetings run smoothly and thanked the community for remaining vigilant during this time.

13. COUNCILMEMBERS' REPORTS

Councilmember Strobel expressed appreciation for the community remaining strong and provided a brief report.

20-000278 RESOLUTION 2330: CONCERNING PROPOSED UNPERMITTED EVENTS IN THE CITY OF LONGVIEW**RECOMMENDED ACTION:**

A CITY COUNCIL MOTION TO ADOPT RESOLUTION NO. 2330 THAT ANY PROPOSED UNPERMITTED EVENTS WITHIN THE CITY OF LONGVIEW DURING THE COVID-19 PANDEMIC BE CANCELLED OR FACE FINES.

No action was taken on Resolution 2330 - it was removed from the agenda.

14. CONSENT CALENDAR

A motion was duly made and passed approving items on the Consent Calendar as though acted on individually.

20-000276 APPROVAL OF CLAIMS**SECOND HALF JUNE ACCOUNTS PAYABLE, FIRST HALF JUNE PAYROLL**

Final accounts payable: \$1,227,707.40. Checks 22194-22463.

20-000272 PROJECT COMPLETION – 2019 SIDEWALK IMPROVEMENTS PROJECT**RECOMMENDED ACTION:**

MOTION TO ACCEPT AS COMPLETE THE 2019 SIDEWALK IMPROVEMENTS PROJECT

15. CITY MANAGER'S REPORT

City Manager Sacha reported meeting with the Incident Management Team which is reporting more COVID-19 cases which have held us back in our application for Phase 3. City Manager Sacha also explained the position for the City of Longview with the upcoming mask requirements in Washington State.

Manager Sacha encouraged the public to celebrate July 4th wisely and safely and stated the hours allowable for using fireworks.

16. MISCELLANEOUS**17. ADJOURNMENT**

The meeting was adjourned at 8:29 p.m.

*Kaylee Cody
City Clerk*

Approved: _____
Mayor

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**NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, JULY 9, 2020 - 7:00 P.M.
THURSDAY, JULY 23, 2020 - 7:00 P.M.**

Proclamation

City of Longview, Washington

Park & Recreation Month ~ July 2020

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Longview; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community as park areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

NOW, THEREFORE, I, MaryAlice Wallis, Mayor of the City of Longview, do hereby proclaim the month of July as "**Park and Recreation Month**" in the City of Longview, and encourage its citizens to recognize and reap the all-inclusive benefits derived from the city's parks and recreation resources.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 23rd day of July 2020.

MaryAlice Wallis, Mayor

Proclamation

City of Longview, Washington

Commemorating the 30th Anniversary of the Americans with Disabilities Act

WHEREAS, July 26, 2020 marks the 30th anniversary of the enactment of the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, prior to the enactment of the ADA, people with disabilities were often segregated and denied equality of opportunity based on fear, ignorance, prejudice, stereotypes, labels, and pernicious mythologies; and

WHEREAS, the ADA embraces the precept that disability is a natural and normal part of the human experience that in no way diminishes a person's right to fully participate in all aspects of society; and

WHEREAS, State and local governments and businesses recognized the public interest in extending civil rights protections to all people, including people with disabilities; and

WHEREAS, The ADA has played a historic role in enabling people with disabilities to fully participate in all aspects of society by removing barriers to employment, public services, public accommodations, public and private transportation, telework, telecommunications, websites, online systems, mobile apps, and other forms of information and communication technology; and

Now, THEREFORE, I, MaryAlice Wallis, Mayor of the City of Longview, on behalf of Council and staff, commemorate the 30th anniversary of the enactment of the Americans with Disabilities Act of 1990. I encourage agencies, businesses and all members of the public to celebrate the advancement of the American Dream for All made possible by this enactment. Furthermore, I pledge to work on the pursuit of the goals of the ADA~the equality of opportunity, full participation, economic self-sufficiency and independent living for people with disabilities.

*In witness whereof, I have hereunto set my
hand and caused the seal of the City of
Longview to be affixed this 23rd day of July,
2020.*

MaryAlice Wallis, Mayor



City of Longview

Agenda Summary

PC 2020-3 LATECOMER AGREEMENTS: PLANNING COMMISSION RECOMMENDATION TO MAKE AMENDMENTS TO THE ZONING CODE SUBDIVISION ORDINANCE AND ESTABLISH A NEW CHAPTER 14.18, LATECOMER AGREEMENTS. AN ORDINANCE HAS BEEN PREPARED FOR COUNCIL CONSIDERATION.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Council Initiative: Improve streets and roads, provide sustainable water quality and environmental infrastructure.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

At staff's request, the Longview Planning Commission considered a proposal to adopt a new chapter in the LMC, 14.18, to better address latecomer agreements, codify the process and fees, and be consistent with state law. The Longview subdivision ordinance which briefly addresses latecomer agreements is recommended to be amended to refer to the new chapter 14.18. The Planning Commission voted to recommend the City Council make the changes proposed and an ordinance has been prepared.

STAFF CONTACT:

Adam Trimble, Interim Planning Manager

Attachments:

1. PC 2020-3 Memo to city council Latecomer Agreements
2. PC 2020-3 Staff Report zone text amendment latecomer reimbursement repeal



Memorandum

July 16, 2020

TO: Longview City Council

FROM: Adam Trimble, Interim Planning Manager

SUBJECT: PC 2020-3 Amend the zoning code to repeal LMC Title 19.80.220, the Latecomer Reimbursement section of the Longview Subdivision code and refer to new chapter 14.18, Latecomer Agreements

At the July 1, 2020 regular meeting, the Longview Planning Commission held a virtual public hearing on a request from staff to consider amending the zoning code to remove latecomer agreements from the subdivision ordinance and refer to a new chapter LMC 14.18 which will address the topic in greater detail. A latecomer can be understood as a property owner or developer which benefits from public improvements built by a different or neighboring property owner. If the city has approved a latecomer reimbursement contract with the original developer, the latecomer may need to reimburse the earlier developer for the improvements they built, which the latecomer does not have to construct and will use. State law provides for latecomer reimbursement for street and utility improvements.

The Planning Commission agreed with staff that the new chapter will provide more certainty and assurance to developers and property owners engaged in the risky and leveraged business of subdividing and developing property. The existing section on Latecomer Reimbursement lacks detail and contains the statement "The processing of latecomer contract requests shall be in compliance with the policies and procedures prepared by the public works director and approved by the city council," which the proposed ordinance LMC 14.18 provides. A separate chapter is also appropriate because extensions of public streets and utilities by developers routinely occur outside of the subdivision process. Latecomer agreements are infrequent but consequential which further supports adopting LMC 14.18 which will be a lasting reference for the procedure in-place to assess and administer the contracts.

If you have any questions please let me know at 360-442-5092.



TO: Longview Planning Commission

FROM: Adam Trimble, Interim Planning Manager

HEARING

DATE: July 1, 2020

SUBJECT: Amend the zoning code to repeal LMC Title 19.80.220, the Latecomer Reimbursement section of the Longview Subdivision code and refer to new chapter 14.18, Latecomer Agreements

CASE #: PC 2020-3

TYPE OF

DECISION: Legislative

BACKGROUND

The current Longview subdivision ordinance was adopted in 2009 as part of a larger zoning code update. The chapter provides for Latecomer Reimbursement which is allowed under state law and a standard part of residential development. A proposed code change would remove the brief section from title 19 Zoning and add a new detailed chapter to Title 14, Local Improvements and Public Works Construction. Attached with this report is a memorandum from Public Works Director Ken Hash which explains latecomer agreements and reimbursement and answers questions. Also attached is the proposed code 14.18 [Exhibit A].

A latecomer can be understood as a property owner or developer which benefits from public improvements built by a different or neighboring property owner. If the city has approved a latecomer reimbursement contract with the original developer, the latecomer may need to reimburse the earlier developer for the improvements they built, which the latecomer does not have to construct and will use. State law provides for latecomer reimbursement for street and utility improvements. The following excerpt from state law shows how these contracts work for street improvements:

RCW 35.72.020

Reimbursement by other property owners—Contract requirements.

(1)... the contract may provide for the partial reimbursement to the owner or the owner's assigns for a period not to exceed fifteen years of a portion of the costs of the project by other property owners who:

- (a) Are determined to be within the assessment reimbursement area pursuant to RCW 35.72.040;
- (b) Are determined to have a reimbursement share based upon a benefit to the property owner pursuant to RCW 35.72.030;
- (c) Did not contribute to the original cost of the street project; and
- (d) Subsequently develop their property within the period of time that the contract is effective and at the time of development were not required to install similar street projects because they were already provided for by the contract.

Street projects subject to reimbursement may include design, grading, paving, installation of curbs, gutters, storm drainage, sidewalks, street lighting, traffic controls, and other similar improvements, as required by the street standards of the city, town, or county.

PROPOSAL

The proposal, if adopted, will amend LMC Chapter 19.80.220 Longview Subdivision Ordinance, Latecomer Reimbursement. *Note: text that is underlined is proposed to be added. Text with a line thru it is proposed to be eliminated.*

Latecomer Agreements are allowed as provided in LMC 14.18, Latecomer Agreements.

~~(1) Agreement on the city's part to invoke the process set out in either Chapter 35.72 or 35.91 RCW is declared to be strictly discretionary with the city and the city's denial of such a request shall establish no rights of action on the part of any potentially benefiting developer whatsoever. Further, the process for latecomer reimbursement for any type of improvement shall not be deemed commenced until the city council, by majority vote, has accepted the application of a developer.~~

~~(2) As a condition to applying for a latecomer reimbursement contract, the applicant shall be required to execute a disclaimer acknowledging that the city shall not be liable for contribution or damages in the event the developer does not recoup contribution from latecomers due to lack of development or neglect by the city in collecting the contribution. Such disclaimer shall not be construed, however, to imply that the city is not obligated to distribute actual amounts collected from latecomers to the developer.~~

~~(3) Application/Processing Fees.~~

~~(a) A nonrefundable application fee as established by resolution of the city council shall accompany any such application. Water and sewer facilities to be installed simultaneously may be combined in one application. Application for street projects must be separate and shall require a separate application fee.~~

~~(b) In the event the city council accepts the application, a processing fee shall be established for each application which shall be no less than \$250.00. Such fee shall be established by the city council.~~

~~(4) The processing of latecomer contract requests shall be in compliance with the policies and procedures prepared by the public works director and approved by the city council. (Ord. 3090 § 2, 2009).~~

S.E.P.A. Determination

An Environmental Checklist for the proposed zoning code revisions was reviewed pursuant to the State Environmental Policy Act and a determination of non-significance was issued on June 26, 2020. [E 2020-7 SEPA checklist] A comment period is not required for this non-project action. SEPA documents are attached as Exhibit B.

Additional Information

Pursuant to Chapter 19.81 of the Longview Municipal Code, a legal notice was published in the Longview Daily News on June 23, 2020 and June 30, 2020.

Citizen Correspondence

As of this writing, the City has received no comments.

Comprehensive Plan Goal and Policies

The comprehensive plan contains multiple goals, objectives and policies relating to land use compatibility including the following:

Objective LU-A.1 Provide a cohesive framework for land development in Longview.

Policy LU-C.10.2 Ensure that private development, public facilities, and corridor improvement projects provide sidewalks (on both sides where possible) along streets. Install curbs and gutters along arterials, collector streets, and local streets to enhance pedestrian safety and control surface water runoff. Allow for use of low-impact development techniques in keeping with established regulations.

Policy PF-A.1.2 Evaluate the impact of proposed new development on public facilities and services during the land-use and environmental permitting processes and apply mitigation accordingly.

Policy PF-C.1.2 Ensure system additions are built to standards in anticipation of future growth.

Policy PF-C.1.5 Ensure that developers are responsible for providing sewer lines and related facilities needed to serve new development or, in some cases, provided through a local improvement district.

Policy LU-A.1.5 Facilitate redevelopment of existing developed land when appropriate, and encourage infill development on vacant or underdeveloped land.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The proposal will not affect the future land use map.

COMPREHENSIVE PLAN INTENT STATEMENT

Chapter 7 of the Comprehensive Plan addresses Public Facilities, Utilities and services and on page 98, states: “Relationship Between Land Use and Capital Facilities

One aspect of managing growth in the City of Longview is ensuring that needed public facilities, infrastructure, and services are available when growth occurs. Developing and implementing a well-founded plan for public facilities, utilities, and services will help Longview realize its vision. Realization of the City’s land-use plan is contingent on timely and orderly infrastructure development.”

PROPOSED LATECOMER AGREEMENTS APPLICABILITY STATEMENT

Proposed LMC 14.18.010 provides for ‘Applicability’. It reads:

The Latecomer Agreements covered herein apply to street system, stormwater drainage, and utility system improvements as defined in RCW 35.72 and RCW 35.91, where the construction of such improvements is required by the City of Longview prior to property development. Street and utility system improvements constructed to comply with the City of Longview Subdivision Code, Zoning Code, Comprehensive Plan, transportation or utility system plans, and Longview Municipal Code are hereby declared to be prerequisite to further property development for the purpose of RCW 35.72.010 or RCW 35.91.020.

STAFF DISCUSSION

City staff is recommending the change proposed be adopted to provide for more certainty and assurance to developers and property owners engaged in the risky and leveraged business of subdividing and developing property. The existing section on Latecomer Reimbursement lacks detail and contains the statement “The processing of latecomer contract requests shall be in compliance with the policies and procedures prepared by the public works director and approved by the city council,” which the proposed ordinance LMC 14.18 provides. A separate chapter is also appropriate because extensions of public streets and utilities by developers routinely occur outside of the subdivision process. Latecomer agreements are infrequent but consequential which further supports adopting LMC 14.18 which will be a lasting reference for the procedure in-place to assess and administer the contracts.

STAFF FINDINGS

Staff has examined the merits of the proposal to amend the Longview Zoning Code and makes the following findings:

1. The proposed zoning code text amendment is consistent with the Comprehensive Plan goals, policies and objectives.
2. Adoption of a separate chapter for Latecomer Agreements will provide certainty for development and clarity of administrative procedures.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommend to the City Council to adopt the subject zoning code amendments.

EXHIBITS

- A. Application for Zone Text Amendment
- B. SEPA Documents

Report Date: June 26, 2020



City of Longview

Agenda Summary

ORDINANCE NO. 3430 – LATECOMERS AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3430.

COUNCIL INITIATIVE ADDRESSED:

Improve Streets and Roads
Improve Transportation Systems
Strengthen Economic Conditions & Create New Opportunities

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On April 23, 2020, staff conducted a council workshop at which the concept of latecomers agreements were discussed. At the conclusion of this workshop, Council directed staff to work with the Planning Commission to recommend the repeal of LMC Title 19.80.220. Council also directed staff to prepare an ordinance enacting a new Title 14 Latecomers agreement.

Staff gave a presentation on latecomers agreements at the May 20th Planning Commission regular meeting. On July 3rd the Planning Commission held a public hearing concerning the repeal of LMC Title 19.80.220. After the public hearing the Planning Commission directed staff to prepare an ordinance that would repeal Title 19.80.220.

Ordinance 3430 includes both the new LMA Title 14 Latecomers Agreement and the repeal of LMC Title 19.80.220.

FINANCIAL SUMMARY:

LMC Title 14.18, Latecomers agreements, includes cost recovery fees

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Ordinance 3430 Latecomer Agreement
2. Latecomers agreement Staff Report
3. Latecomer Agreement Presentation

ORDINANCE NO. 3430

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON AMENDING LONVIEW MUNICIPAL CODE, Titles 14 AND 19, RELATING TO LATECOMER AGREEMENTS FOR PRIVATELY FUNDED STREET, STORMWATER, SANITARY SEWER, AND WATER IMPROVEMENTS.

WHEREAS, the City has received multiple requests for Latecomer Agreements related to extensions to the sanitary sewer collection system; and

WHEREAS, the Revised Code of Washington 35.91 now requires the City to establish Latecomer Agreements with qualifying owners of real estate who request them, and who intend to privately fund storm, sanitary, or water system extensions or improvements; and

WHEREAS, the Revised Code of Washington 35.72 allows the City the option of contracting with owners of real estate requesting Latecomer Agreements for street improvements, including storm drainage; and

WHEREAS, the City currently does not currently provide procedures, fees, or qualifying requirements for Latecomer Agreement requests,

NOW THEREFORE, The City Council of the City of Longview does ordain as follows:

Section 1 Title 14 of the Longview Municipal Code is hereby amended to include a new Chapter 14.18, as follows:

CHAPTER 14.18

LATECOMERS AGREEMENTS

Sections:

- 14.18.010 Applicability
- 14.18.020 Definitions
- 14.18.030 Application – Purpose – Term
- 14.18.040 Eligibility of Applicants

- 14.18.050 Guidelines Establishment Authority
- 14.18.060 Application Requirements - Fee
- 14.18.070 Latecomers Agreement - General Improvement Procedures
- 14.18.080 Payment of Latecomers Assessment
- 14.18.090 Removal of Unauthorized Connections
- 14.18.100 Appeal
- 14.18.110 Rights and Non-Liability of City

14.18.010 Applicability.

The Latecomers Agreements covered herein apply to street system, stormwater drainage, and utility system improvements as defined in RCW 35.72 and RCW 35.91, where the construction of such improvements is required by the City of Longview prior to property development. Street and utility system improvements constructed to comply with the City of Longview Subdivision Code, Zoning Code, Comprehensive Plan, transportation or utility system plans, and Longview Municipal Code are hereby declared to be prerequisite to further property development for the purpose of RCW 35.72.010 or RCW 35.91.020.

14.18.020 Definitions.

- (1) "Street Projects" include the acquisition of right-of-way and/or easements, in addition to project elements provided by RCW 35.72.020, and similar improvements as required by the City. A Latecomers Agreement shall not be approved for the improvement of a property owner's abutting rights-of-way and transitions as required by City ordinance and City, State, or AASHTO design guidelines. Pursuant to RCW 35.72.010, the City is not required to grant latecomer agreements for street projects.

(a) No Latecomers Agreement shall be approved for street projects that abut only, or are contained within, the applicant's property, for which the property owner is solely responsible as a condition of their development.

(b) Storm drainage includes such improvements as mains and related appurtenances, including public detention or retention facilities, swales, drywells, low impact development criterion, and similar improvements.

- (2) "Utility System Improvements" shall include the acquisition of right-of-way and/or easements, and survey, design, permitting, and construction to City standards, including restoration of public and private property to pre-project or better

condition. Eligible facilities shall include water, sewer, and stormwater systems as defined in RCW 35.91.015.

- (3) "Director" means the Public Works Director or his/her designee.
- (4) "Reimbursement Area" shall include those parcels that will not contribute to the original cost of proposed street or utility system improvements, and who may in future benefit from the proposed eligible improvements.
- (5) "Property Owners" shall mean the owners of record, as recorded with the Cowlitz County Assessor's office, within the reimbursement area.
- (6) The executed Latecomers Agreement shall be binding on owners of record within reimbursement area who are not party to the agreement

14.18.030 Application – Purpose - Term.

- (1) Eligibility for a Latecomers Agreement shall be determined by the Director, based upon a construction contract for the project, bids, a contractor's or engineer's estimate, or other information deemed a reliable cost estimate by the Director. The Director's determination shall be final.
- (2) Streets System Improvements: Property owners may apply for Latecomers Agreements if using private funds to install arterial or collector street improvements and appurtenances, and if the value of the portion of the project benefitting other properties exceeds \$50,000. Temporary improvements, constructed to benefit the developer or property owner's schedule, where the temporary improvement will be replaced by future development, will not be eligible for a latecomer agreement.
- (3) Street Systems Improvements Latecomers Agreements shall be limited to 15 years and extended only in accordance with RCW 35.72.020. Property owners eligible for reimbursement shall ensure their current contact information is on file with the City in accordance with RCW 35.72.020(3).
- (4) Utility Systems Improvements: Property owners may apply for Latecomers Agreements if using private funds to install, improve, or oversize public water or sanitary or storm sewer improvements and appurtenances if the value of the portion of the project benefitting other properties exceeds \$10,000.
- (5) Utility Systems Improvement Latecomers Agreements shall be limited to 20 years and extended only in accordance with RCW 35.91. Property owners eligible for reimbursement shall ensure their current contact information is on file with the City in accordance with RCW 35.72.020(3).
- (6) Project eligibility values and processing fees shall be adjusted at the time of application by applying the rates of inflation reported by the ENR (Engineering

News-Record) Seattle Construction Cost Index for the intervening years between the ordinance effective year and the year of application.

- (7) City Participation: The City may join in the financing of Street System Improvements or Utility System Improvements, in accordance with RCW 35.72.050 and RCW 35.91.060, respectively.

14.18.040 Eligibility of Applicants.

Applicants for a Latecomers Agreement shall be in compliance with all City ordinances, rules, and regulations.

14.18.050 Guidelines Establishment Authority.

The Director shall establish guidelines and rules, regulations, policies and procedures for all applications for a Latecomers Agreement.

14.18.060 Application Requirements - Fee.

- (1) All applications for a Latecomers Agreement shall be on forms approved and established by the Director and shall be accompanied by a nonrefundable processing fee.
- (2) Applicants for a Latecomers Agreement shall submit with the application a nonrefundable processing fee in the base amount of \$500.00 for each separate utility system (water, sewer, or storm) improvement project and \$1,000.00 for a street system improvement project. An additional \$200.00 shall be added to the base fee for each separate parcel of property within the proposed reimbursement area. These fees are the minimum processing fee, to be applied to the City's legal, engineering, and administrative costs (including, but not limited to, staff time, and costs for title reports, appraisers, or other costs) associated with preparing the Latecomers Agreement. These costs shall be included as reimbursable costs in the Latecomers Agreement. Should the City's engineering, legal, and administrative costs exceed the minimum payment required herein, the City shall provide the applicant a breakdown of costs.

14.18.070 Latecomers Agreement - General Improvement Procedures.

- (1) Applicants for a latecomer agreement shall submit the following with their application:
 - a. project design plans, stamped by a professional engineer licensed in Washington.
 - b. a project location map and a map of the proposed benefit area which includes parcel boundaries and parcel numbers.
 - c. Ownership reports for each parcel within the proposed benefited area, including legal descriptions.
 - d. Cost estimates or bids for i) the total project, and ii) the portion of the project that benefits the other properties and exceeds development requirements on applicant's property. Cost estimates shall conform to City standards and ordinances and be based upon the plans submitted.
- (2) The Director shall review and approve the proposed reimbursement area.
- (3) The Director shall estimate the preliminary pro-rata share of costs, based on the submitted information. The Director may require submittal of additional information or supporting documentation.
- (4) The Director may hold a meeting with the applicant to review the information submitted and any further information that may become available, and to review initial findings.
- (5) The Director may utilize the application fee to retain an appraiser to assist the Director in formulating an assessment reimbursement area.
- (6) Latecomer Agreements shall require preliminary and final approval by the City Council. For preliminary approval, the Director shall schedule a City Council hearing to occur no more than 60 days following approval of the application.
 - (a) At least twenty (20) days before the scheduled City Council consideration, appropriate maps of the preliminary reimbursement area, the estimated costs per parcel, and a description of the property owners' rights and options shall be sent to each property owner.
 - (b) Property owners in the preliminary assessment reimbursement area will have 20 days after certified mail delivery of their preliminary assessment to appeal their assessment. The appeal will be considered by Council during the Latecomers Agreement preliminary approval hearing.
 - (c) The City Council in the hearing shall accept, reject, or modify the proposed Latecomers Agreement. Council may only modify the

reimbursement area upon new notice to the affected owners. If the City Council accepts the Latecomers Agreement, it shall establish the reimbursement area.

- (7) No more than 120 days after City final acceptance of the constructed project, the applicant shall provide the City a tabulation of final construction costs, with documentation, which the City will use to determine the pro rata share of project costs.
 - (a) No more than 60 days following receipt of the final construction costs, the Director shall place the Latecomers Agreement final approval on the City Council agenda.
 - (b) Not less than 20 days prior to the scheduled approval, the City shall notify, by certified mail, the property owners within the reimbursement area of the final latecomer fees against their property and the date the latecomer agreement shall be presented to the City Council for public hearing.
 - (c) On the date scheduled, the City Council shall hear from affected parties and thereafter execute the Latecomers Agreement. The decision of the City Council shall be final and determinative.
- (8) The City shall record the Latecomers Agreement in the Cowlitz County Auditor's Office within 30 days of the execution of the agreement, and provide each affected property owner with a copy thereof within 14 days following the recording..

14.18.080 Payment of Latecomers Assessment.

- (1) Latecomer's fees shall be due in their entirety upon application for a permit to connect to water or sewer systems covered by the agreement, or for development or building permits leading to increased use or change of use of the subject street and/or stormwater system improvement by a property subject to the Agreement. Fees shall be paid to the City prior to the City issuing a connection or construction permit. Within 60 days of receipt, the City will pay to the participating property owner the reimbursement amount collected, less a 10% administrative fee.
- (2) When the Latecomers assessment for any property has been paid in full or the Latecomers Agreement has expired, the City shall record with Cowlitz County a certification of payment or agreement expiration releasing that property from the Latecomers Agreement.

14.18.090 Removal of Unauthorized Connections.

If a connection is made to water or sewer improvements without payment of the Latecomer's fee, the Public Works Department is authorized to disconnect the service. Means of disconnection shall be at the Utility Manager's discretion. The property owner where the unauthorized connection is located shall be liable for all costs and expenses of any type incurred to remove, disconnect, and dispose of the unauthorized connection, and for reconnection expenses after all fees have been paid.

14.18.100 Rights and Non-Liability of City.

- (1) The City reserves the right to refuse to enter into any Latecomers Agreement or to reject any application, except as provided in RCW 35.91 and RCW 35.72. All applications for a Latecomers Agreement shall be made on the basis that the applicant releases and waives any claims for any liability of the City in establishment and enforcement of a Latecomers Agreement.
- (2) The City in no way guarantees payment of fees by latecomers, or enforceability of assessments, or enforceability of the Latecomers Agreement, or the amount(s) assessed therein. The offices or finances of the City shall not be used for enforcement or collection of latecomer's obligations beyond those duties specifically undertaken by the City herein. It shall be the obligation of the property owner to take whatever authorized means are available to enforce payment of Latecomers assessments; and, property owner is hereby authorized to take such actions.
- (3) The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through a Latecomers Agreement. Every two years from the date the Agreement is executed, a property owner entitled to reimbursement under the agreement shall provide the City with information regarding the current contact name, address, e-mail address, and telephone number of the person, company, or partnership that originally entered into the agreement. If the property owner fails to comply with the notification requirements within 60 days of the specified time, then the City may collect any reimbursement funds owed to the property owner; such funds shall be deposited in the appropriate capital fund of the City.

Section 2 Longview Municipal Code, Title 19, Chapter 19.80.220 is amended to read:

Latecomer Agreements are allowed as provided in LMC 14.18, Latecomer Agreements.

~~(1) Agreement on the city's part to invoke the process set out in either Chapter 35.72 or 35.91 RCW is declared to be strictly discretionary with the city and the city's denial of such a request shall establish no rights of action on the part of any potentially benefiting developer whatsoever. Further, the process for latecomer reimbursement for any type of improvement shall not be deemed commenced until the city council, by majority vote, has accepted the application of a developer.~~

~~(2) As a condition to applying for a latecomer reimbursement contract, the applicant shall be required to execute a disclaimer acknowledging that the city shall not be liable for contribution or damages in the event the developer does not recoup contribution from latecomers due to lack of development or neglect by the city in collecting the contribution. Such disclaimer shall not be construed, however, to imply that the city is not obligated to distribute actual amounts collected from latecomers to the developer.~~

~~(3) Application/Processing Fees.~~

~~(a) A nonrefundable application fee as established by resolution of the city council shall accompany any such application. Water and sewer facilities to be installed simultaneously may be combined in one application. Application for street projects must be separate and shall require a separate application fee.~~

~~(b) In the event the city council accepts the application, a processing fee shall be established for each application which shall be no less than \$250.00. Such fee shall be established by the city council.~~

~~(4) The processing of latecomer contract requests shall be in compliance with the policies and procedures prepared by the public works director and approved by the city council. (Ord. 3090 § 2, 2009).~~

Section 3 If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase therefore, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4 That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 5 Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7 This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

Passed by the City Council this _____ day of _____, 2020

Approved by the Mayor this _____ day of _____, 2020

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

James J. McNamara
City Attorney

Published: _____

April 23, 2020

TO: City Council
FROM: Ken Hash, Public Works Director
SUBJECT: Latecomer Agreements and Recommendations

What is a latecomer agreement?

Latecomer agreements allow a property owner who has installed street or utility improvements to recover a portion of the costs of those improvements from other property owners who later develop property in the vicinity and use the improvements.

- Chapter 35.72 RCW applies to cities, towns, and counties who may contract with owners of real estate for the construction or improvement of street projects.
- Chapter 35.91 RCW applies to "municipalities" (defined as a city, town, county, or drainage district) who must contract with owners of real estate for the construction of water or sewer facilities upon request, if a municipality's ordinances require the facilities to be improved or constructed as a prerequisite to further property development.

What latecomer agreements are not

Latecomer agreement charges are not to be confused with local improvement district (LID) assessments. While the computation of charges to be recovered, the procedures are very different. An LID requires a majority of impacted property owners to pre-approve the project, before the City funds the project, and recovers the costs in regular payments from each property owner in the impacted area, whether they are developed or not, over ten years. Latecomer assessments, however, do not require approval by impacted property owners and do not involve City funding of the improvements. Repayment is then to the original developer, with repayment triggered only by further developments that benefit from the covered improvements.

Latecomer agreement charges are also not to be confused with connection fees, also known as facilities charges or system development charges, for utilities under chapter 35.92 RCW (cities and towns). These fees or charges are a property owner's equitable share of the cost of the entire utility system and not just for improvements that serve his/her property.

Street Latecomer Agreements Q and A

Street Latecomer Agreements are regulated under chapter 35.72 RCW.

Who may contract? Any city may contract with "owners of real estate." They are not required to contract under the statute.

For what? Construction or improvement of streets as a prerequisite to further property development.

What's included? Street projects subject to reimbursement may include design, grading, paving, installation of curbs, gutters, storm drainage, sidewalks, street lighting, traffic controls, and other similar improvements, as required by the street standards of a city.

Where? Inside the municipal corporate boundaries.

Why? To provide for reimbursement, for a period not to exceed 15 years, of a portion of the costs of the project by other property owners who:

1. are determined to be within an assessment reimbursement area;
2. are determined to have a reimbursement share;
3. did not contribute to the original cost of the street project; and
4. subsequently develop their property within the 15-year period and at the time of development are not required to install similar street projects because they were already provided by the original developer.

What is the reimbursement amount? The reimbursement is to be a pro rata share of design, construction, and contract administration costs of the street project, determined by a method of cost apportionment based on the benefit to the property owner from the project.

What are the required procedures? In addition to the procedures set out in RCW 35.72.040, summarized below, the courts have held that a prerequisite to the latecomer agreement process is having in place an ordinance that requires the particular street improvements as a condition of property development.

With such an ordinance in place, the following statutory procedures must be followed:

1. The city formulates an assessment reimbursement area based upon a determination of which parcels adjacent to the improvements would require similar street improvements upon development.
2. The city sends, by certified mail, a preliminary determination of area boundaries and assessments, along with a description of the property owners' rights and options, to property owners within the proposed assessment area. If any property owner requests a hearing in writing within 20 days of the mailing of the preliminary determination, the city legislative body must hold a hearing, with notice to all affected property owners. The legislative body's ruling is final.
3. The contract must be recorded in the appropriate county auditor's office within 30 days of its final execution.
4. The filed contract is binding on property owners within the assessment area who are not party to the contract.

Can a city participate in or create a street latecomer agreement, and can it be the sole beneficiary of the reimbursements? Yes. RCW 35.72.050 authorizes a city to join in the financing of street improvement projects and to be reimbursed in the same manner as the property owners of real estate who participate in the projects, if the city has specified the conditions of its participation in an ordinance. Or, a city may create an assessment reimbursement area on its own initiative, without the participation of a private property owner, finance the costs of the street improvements, and become the sole beneficiary of the reimbursements that are contributed. A city may be reimbursed only for the costs that benefit that

portion of the public who will use the improvements within the assessment reimbursement area. A city may not be reimbursed for improvements that benefit the general public.

Utility Latecomer Agreements Q and A

Utility Latecomer Agreements are regulated under chapter 35.91 RCW.

Definitions

- "Latecomer fee" means a charge collected by a municipality, whether separately stated or as part of a connection fee for providing access to a municipal system, against a real property owner who connects to or uses a water or sewer facility subject to a contract created under RCW 35.91.020.
- "Municipality" means the governing body of any county, city, town, or drainage district.
- "Water or sewer facilities" means storm, sanitary, or combination sewers, pumping stations, and disposal plants, water mains, hydrants, reservoirs, or appurtenances.

Who must contract? Any municipality if so requested under chapter 35.91 RCW for a qualifying project.

With who? Owners of real estate. Who must submit a Latecomers request to the municipality prior to approval of the project.

For what? Construction of water and sewer facilities as defined in 35.91 RCW.

Where? Inside the Longview water service area.

What is the recording requirement? The contract must be filed and recorded with the county auditor and must contain conditions required by the municipality in accordance with its adopted policies and standards.

What conditions must be met? Connection of the water or sewer facility to a municipality's system must be conditioned upon:

- Construction of the water or sewer facility according to plans and specifications approved by the municipality;
- Inspection and approval of the water or sewer facility by the municipality;
- Transfer to the municipality of the water or sewer facility, without cost to the municipality, upon acceptance by the municipality of the water or sewer facility;
- Full compliance with the owner's obligations under the contract and with the municipality's rules and regulations;
- Provision of sufficient security to the municipality to ensure completion of the water or sewer facility and other performance under the contract;
- Payment by the owner to the municipality of all of the municipality's costs associated with the water or sewer facility including, but not limited to, engineering, legal, and administrative costs; and
- Verification and approval of all contracts and costs related to the water or sewer facility. Cost information must be furnished with 120 days of the completion of a water or sewer facility.

How long is the reimbursement period? For cities, the period is 20 years, with possible extensions. Extensions of time granted are not to exceed the duration of any moratorium, phasing ordinance, concurrency designation, or other governmental action that prevents making applications for, or the approval of, any new development for a period of six months or more within the benefit area of the system extension.

If a contract is extended, the contract must specify the duration of the contract extension and must be filed and recorded with the county auditor. Property owners who are subject to the reimbursement obligations shall be notified by the contracting municipality of the extension filed under this subsection.

Subject to? Reasonable rules and regulations established by a municipality.

How about approval and acceptance? Upon completion of the facilities, the governing body must approve their construction and accept them as facilities of the municipality.

What about operation and maintenance costs? If the water or sewer facilities are approved and accepted, the city is responsible for all further maintenance and operation costs.

Can a city participate in a utility latecomer agreement? Yes, subject to RCW 35.91.020(1)(b):

(b) If authorized by ordinance or contract, a municipality may participate in financing water or sewer facilities development projects authorized and improved or constructed in accordance with (a) of this subsection. Unless otherwise provided by ordinance or contract, municipalities that participate in the financing of water or sewer facilities improved or constructed in accordance with (a) of this subsection:

- (i) Have the same rights to reimbursement as owners of real estate who make contributions as authorized under this section; and
- (ii) Are entitled to a pro rata share of the reimbursement based on the respective contribution of the owner and the municipality.

Can the city recover its administrative costs for establishing a contract and administering it? A municipality may collect fees that are reasonable and proportionate to the total expenses incurred by the municipality in complying.

How is the original property owner reimbursed? The City collects the Latecomers fees as part of the overall permitting process for future projects in the impacted area, and has 60 days to forward the money to the agreement holder.

How are the costs due under a utility latecomer agreement determined? Initial costs are based on an engineer's cost estimate, and final costs are based on construction costs.

Does a latecomer agreement need to be recorded? Yes. The agreement must be recorded by parcel with the county auditor.

Does an owner of real property have an obligation to advise a municipality or district of his/her current address? Yes, the statute requires a contract with an owner to include a provision

requiring that every two years from the date the contract is executed a property owner entitled to reimbursement under this section provide the municipality with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the property owner fails to comply with the notification requirements of this subsection within 60 days of the specified time, then a municipality may collect any reimbursement funds owed to the property owner under the contract. Such funds must be deposited in the capital fund of the municipality.

Combined Street and Utility Latecomer Agreements

In many, if not most, instances, a latecomer agreement in a city is sought for both street and water/sewer improvements, as they are constructed together. Several cities, towns, and counties have combined street and utility latecomer agreements into a single ordinance or set of code sections. Since there are differences in required procedures between each set of statutes, any ordinance or code must meet the most stringent requirement of each set of statutes. For example, the street latecomer statutes require a public hearing at the request of an aggrieved property owner, while the utility statutes do not have a specific hearing requirement. Similarly, the recording requirement for a street latecomer agreement is more explicitly stated than for utility agreements. In addition, a street latecomer agreement can extend to 15 years, while a utility latecomer agreement can extend to 20 years.

A combined set of code sections should contain uniform application and processing procedures, uniform (but flexible) requirements for establishing the pro rata share to be reimbursed, uniform hearing requirements, and uniform recording requirements. All these should be based on the more restrictive language in either set of statutes.

Current Title 19 Latecomer Agreement

Proposed to be repealed

19.80.220 Latecomer reimbursement.

(1) Agreement on the city's part to invoke the process set out in either Chapter 35.72 or 35.91 RCW is declared to be strictly discretionary with the city and the city's denial of such a request shall establish no rights of action on the part of any potentially benefiting developer whatsoever. Further, the process for latecomer reimbursement for any type of improvement shall not be deemed commenced until the city council, by majority vote, has accepted the application of a developer.

(2) As a condition to applying for a latecomer reimbursement contract, the applicant shall be required to execute a disclaimer acknowledging that the city shall not be liable for contribution or damages in the event the developer does not recoup contribution from latecomers due to lack of development or neglect by the city in collecting the contribution. Such disclaimer shall not be construed, however, to imply that the city is not obligated to distribute actual amounts collected from latecomers to the developer.

(3) Application/Processing Fees.

(a) A nonrefundable application fee as established by resolution of the city council shall accompany any such application. Water and sewer facilities to be installed simultaneously may be combined in one application. Application for street projects must be separate and shall require a separate application fee.

(b) In the event the city council accepts the application, a processing fee shall be established for each application which shall be no less than \$250.00. Such fee shall be established by the city council.

(4) The processing of latecomer contract requests shall be in compliance with the policies and procedures prepared by the public works director and approved by the city council.

Draft Title 14 Latecomer Agreement

CHAPTER 14.18 LATECOMER AGREEMENTS

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14.18.010 Applicability.

The Latecomer Agreements covered herein apply to street system, stormwater drainage, and utility system improvements as defined in RCW 35.72 and RCW 35.91, where the construction of such improvements is required by the City of Longview prior to property development. Street and utility system improvements constructed to comply with the City of Longview Subdivision Code, Zoning Code, Comprehensive Plan, transportation or utility system plans, and Longview Municipal Code are hereby declared to be prerequisite to further property development for the purpose of RCW 35.72.010 or RCW 35.91.020.

14.18.020 Definitions.

- (1) "Street Projects" include the acquisition of right-of-way and/or easements, in addition to project elements provided by RCW 35.72.020, and similar

improvements as required by the City. A Latecomer Agreement shall not be approved for the improvement of a property owner's abutting rights-of-way and transitions as required by City ordinance and City, State, or AASHTO design guidelines. Pursuant to RCW 35.72.010, the City is not required to grant latecomer agreements for street projects.

- (a) No Latecomer Agreement shall be approved for street projects that abut only, or are contained within, the applicant's property, for which the property owner is solely responsible as a condition of their development.
- (b) Storm drainage includes such improvements as mains and related appurtenances, including public detention or retention facilities, swales, drywells, low impact development criterion, and similar improvements.
- (2) "Utility System Improvements" shall include the acquisition of right-of-way and/or easements, and survey, design, permitting, and construction to City standards, including restoration of public and private property to pre-project or better condition. Eligible facilities shall include water, sewer, and stormwater systems as defined in RCW 35.91.015.
- (3) "Director" means the Public Works Director or his/her designee.
- (4) "Reimbursement Area" shall include those parcels that will not contribute to the original cost of proposed street or utility system improvements, and who may in future benefit from the proposed eligible improvements.
- (5) "Property Owners" shall mean the owners of record, as recorded with the Cowlitz County Assessor's office, within the reimbursement area.
- (6) The executed Latecomer Agreement shall be binding on owners of record within reimbursement area who are not party to the agreement

14.18.030 Application – Purpose - Term.

- (1) Eligibility for a Latecomer Agreement shall be determined by the Director, based upon a construction contract for the project, bids, a contractor's or engineer's estimate, or other information deemed a reliable cost estimate by the Director. The Director's determination shall be final.
- (2) Streets System Improvements: Property owners may apply for Latecomer Agreements if using private funds to construct arterial, collector, commercial or residential street improvements and appurtenances, and if the value of the portion of the project benefitting other properties exceeds \$50,000. Temporary improvements, constructed to benefit the developer or property owner's schedule, where the temporary improvement will be replaced by future development, will not be eligible for a latecomer agreement.
- (3) Street Systems Improvements Latecomer Agreements shall be of limited duration and extended only in accordance with RCW 35.72.020. Property owners eligible

for reimbursement shall ensure their current contact information is on file with the City in accordance with RCW 35.72.020(3).

- (4) Utility Systems Improvements: Property owners may apply for Latecomer Agreements if using private funds to install, improve, or oversize public water or sanitary or storm sewer improvements and appurtenances if the value of the portion of the project benefitting other properties exceeds \$10,000.
- (5) Utility Systems Improvement Latecomer Agreements shall be of limited duration and extended only in accordance with RCW 35.91. Property owners eligible for reimbursement shall ensure their current contact information is on file with the City in accordance with RCW 35.72.020(3).
- (6) Project eligibility values and processing fees shall be adjusted at the time of application by applying the rates of inflation reported by the ENR (Engineering News-Record) Seattle Construction Cost Index for the intervening years between the ordinance effective year and the year of application.
- (7) City Participation: The City may join in the financing of Street System Improvements or Utility System Improvements, in accordance with RCW 35.72.050 and RCW 35.91.060, respectively.

14.18.040 Eligibility of Applicants.

Applicants for a Latecomer Agreement shall be in compliance with all City ordinances, rules, and regulations.

14.18.050 Guidelines Establishment Authority.

The Director shall establish guidelines and rules, regulations, policies and procedures for all applications for a Latecomer Agreement.

14.18.060 Application Requirements - Fee.

- (1) All applications for a Latecomer Agreement shall be on forms approved and established by the Director and shall be accompanied by a nonrefundable processing fee.
- (2) Applicants for a Latecomer Agreement shall submit with the application a nonrefundable processing fee in the base amount of \$500.00 for each separate utility system (water, sewer, or storm) improvement project and \$1,000.00 for a street system improvement project. An additional \$200.00 shall be added to the base fee for each separate parcel of property within the proposed reimbursement area. These fees are the minimum processing fee, to be applied to the City's legal, engineering, and administrative costs (including, but not limited to, staff time, and costs for title reports, appraisers, or other costs) associated with preparing the Latecomer Agreement. These costs shall be included as reimbursable costs in the Latecomer Agreement. Should the City's engineering,

legal, and administrative costs exceed the minimum payment required herein, the City shall provide the applicant a breakdown of costs.

14.18.070 Latecomer Agreement - General Improvement Procedures.

- (1) Applicants for a latecomer agreement shall submit the following with their application:
 - a. project design plans, stamped by a professional engineer licensed in Washington.
 - b. a project location map and a map of the proposed benefit area which includes parcel boundaries and parcel numbers.
 - c. Ownership reports for each parcel within the proposed benefited area, including legal descriptions.
 - d. Cost estimates or bids for i) the total project, and ii) the portion of the project that benefits the other properties and exceeds development requirements on applicant's property. Cost estimates shall conform to City standards and ordinances and be based upon the plans submitted. Cost estimates shall be stamped and signed by an engineer registered in the State of Washington.
- (2) The Director shall review and approve the proposed reimbursement area.
- (3) The Director shall estimate the preliminary pro-rata share of costs, based on the submitted information. The Director may require submittal of additional information or supporting documentation.
- (4) The Director may hold a meeting with the applicant to review the information submitted and any further information that may become available, and to review initial findings.
- (5) The Director may utilize the application fee to retain an appraiser to assist the Director in formulating an assessment reimbursement area.
- (6) Latecomer Agreements shall require preliminary and final approval by the City Council. For preliminary approval, the Director shall schedule a City Council hearing to occur no more than 60 days following approval of the application.
 - (a) At least twenty (25) days before the scheduled City Council consideration, appropriate maps of the preliminary reimbursement area, the estimated costs per parcel, and a description of the property owners' rights and options shall be sent to each property owner.
 - (b) Property owners in the preliminary assessment reimbursement area will have 20 days after certified mail delivery of their preliminary assessment to appeal their assessment. The appeal will be considered by

City Council during the Latecomer Agreement preliminary approval hearing.

(c) The City Council in the hearing shall accept, reject, or modify the proposed Latecomer Agreement. City Council may only modify the reimbursement area upon new notice to the affected owners. If the City Council accepts the Latecomer Agreement, it shall establish the reimbursement area.

(8) No more than 120 days after City final acceptance of the constructed project, the applicant shall provide the City a tabulation of final construction costs, with documentation, which the City will use to determine the final pro rata share of project costs.

(a) No more than 60 days following receipt of the final construction costs, the Director shall place the Latecomer Agreement final approval on the City Council agenda.

(b) Not less than 20 days prior to the scheduled approval, the City shall notify, by certified mail, the property owners within the reimbursement area of the final latecomer fees against their property and the date the latecomer agreement shall be presented to the City Council for public hearing.

(c) On the date scheduled, the City Council shall hear from affected parties and thereafter execute the Latecomer Agreement. The decision of the City Council shall be final and determinative.

(9) The City shall record the Latecomer Agreement in the Cowlitz County Auditor's Office within 30 days of the execution of the agreement, and provide each affected property owner with a copy thereof within 14 days following the recording..

14.18.080 Payment of Latecomer Assessment.

(1) Latecomer's fees shall be due in their entirety upon application for a permit to connect to water or sewer systems covered by the agreement, or for development or building permits leading to increased use or change of use of the subject street and/or stormwater system improvement by a property subject to the Agreement. Fees shall be paid to the City prior to the City issuing a connection or construction permit. Within 60 days of receipt, the City will pay to the participating property owner the reimbursement amount collected, less a 10% administrative fee.

(2) When the Latecomer assessment for any property has been paid in full or the Latecomer Agreement has expired, the City shall record with Cowlitz County a certification of payment or agreement expiration releasing that property from the Latecomer Agreement.

14.18.090 Removal of Unauthorized Connections.

If a connection is made to water or sewer improvements without payment of the Latecomer's fee, the Public Works Department is authorized to disconnect the service. Means of disconnection shall be at the Utility Manager's discretion. The property owner where the unauthorized connection is located shall be liable for all costs and expenses of any type incurred to remove, disconnect, and dispose of the unauthorized connection, and for reconnection expenses after all fees have been paid.

14.18.100 Rights and Non-Liability of City.

- (1) The City reserves the right to refuse to enter into any Latecomer Agreement or to reject any application, except as provided in RCW 35.91 and RCW 35.72. All applications for a Latecomer Agreement shall be made on the basis that the applicant releases and waives any claims for any liability of the City in establishment and enforcement of a Latecomer Agreement.
- (2) The City in no way guarantees payment of fees by latecomer, or enforceability of assessments, or enforceability of the Latecomer Agreement, or the amount(s) assessed therein. The offices or finances of the City shall not be used for enforcement or collection of Latecomer's obligations beyond those duties specifically undertaken by the City herein. It shall be the obligation of the property owner to take whatever authorized means are available to enforce payment of Latecomer assessments; and, property owner is hereby authorized to take such actions.
- (3) The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through a Latecomer Agreement. Every two years from the date the Agreement is executed, a property owner entitled to reimbursement under the agreement shall provide the City with information regarding the current contact name, address, e-mail address, and telephone number of the person, company, or partnership that originally entered into the agreement. If the property owner fails to comply with the notification requirements within 60 days of the specified time, then the City may collect any reimbursement funds owed to the property owner; such funds shall be deposited in the appropriate capital fund of the City.

RECOMMENDATIONS

- Direct the Public Works Director to work with the City Attorney to draft an Ordinance that adds a Latecomer Agreements section to LMC Title 14 and repeals LMC Title 19.80.220.

NEXT STEPS

- Work with the Planning Commission to recommend a repeal of LMC Title 19.80.220.
- Bring an ordinance to a future City Council meeting which would enact a new Title 14 Latecomer Agreement and repeal the current Title 19 Latecomer Agreement.
- Develop the needed Latecomer Agreement form and other related forms.
- Develop the internal policies and controls for latecomer agreements.

LATECOMER AGREEMENTS

Ken Hash, Public Works Director

April 23, 2020

LATECOMER AGREEMENTS

What is a latecomer agreement?

Latecomer agreements allow a property owner who has installed street or utility improvements to recover a portion of the costs of those improvements from other property owners who later develop property in the vicinity and use the improvements.

LATECOMER AGREEMENTS

What is the basis for a latecomer agreement?

- Chapter 35.72 RCW applies to cities, towns, and counties who may contract with owners of real estate for the construction or improvement of street projects.
- Chapter 35.91 RCW applies to "municipalities" (defined as a city, town, county, or drainage district) who must contract with owners of real estate for the construction of water or sewer facilities upon request, if a municipality's ordinances require the facilities to be improved or constructed as a prerequisite to further property development.

LATECOMER AGREEMENTS

What latecomer agreements are not

- Latecomer agreement charges are not to be confused with local improvement district (LID) assessments.
- Latecomer agreement charges are also not to be confused with connection fees.

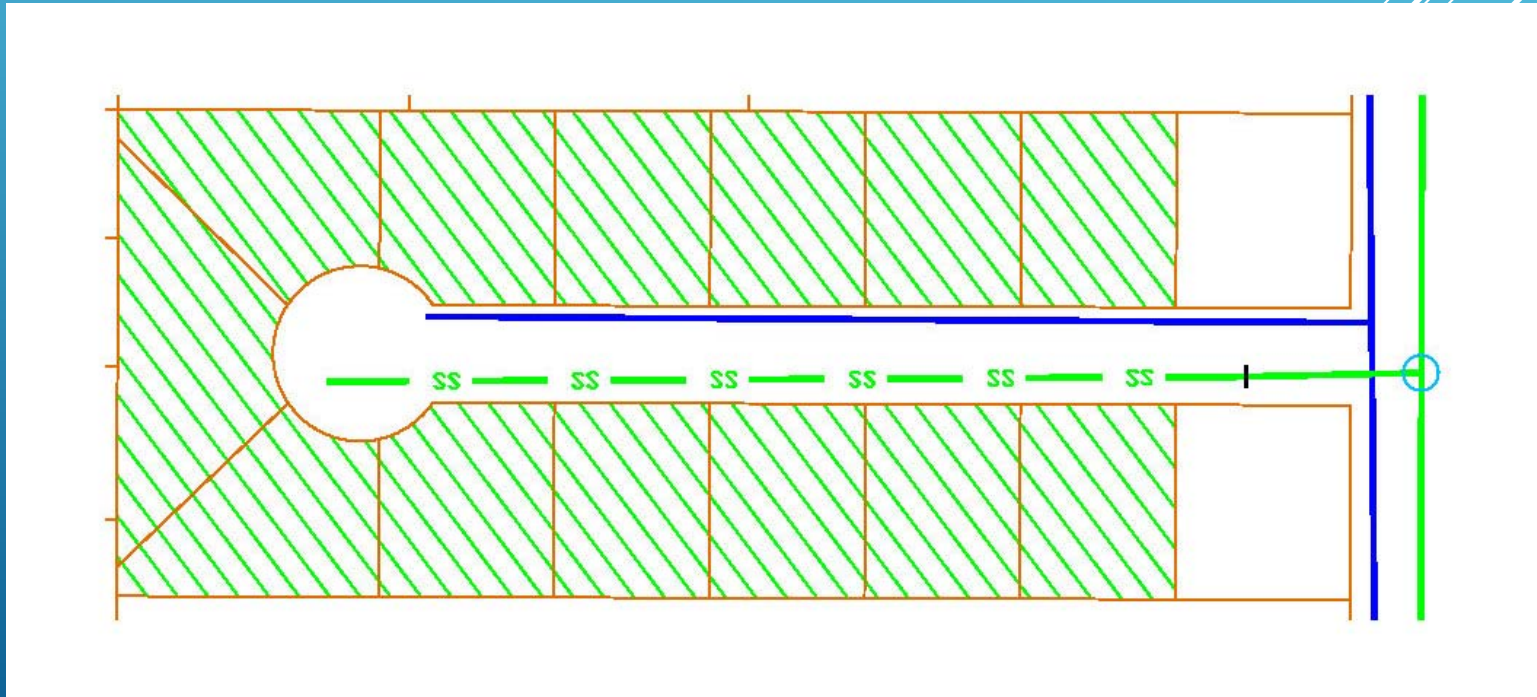
LATECOMER AGREEMENTS

Three types of latecomer agreements

- Street Latecomer Agreements are regulated under chapter 35.72 RCW.
- Utility Latecomer Agreements are regulated under chapter 35.91 RCW.
- Combined Street and Utility Latecomer Agreements.

LATECOMER AGREEMENTS

Example



LATECOMER AGREEMENTS

Eligibility

- Improvements are required prior to development
- Apply before construction
- Plans & estimate
- Private funds
- Over \$50,000 for streets
- Over \$10,000 for utilities

LATECOMER AGREEMENTS

Timeline

- Application is complete and fees are paid
- 20-day notice to affected property owners
- Council hearing for preliminary approval
- Construction
- Within 120-days of completion, final costs are tallied
- 20-day notice to affected property owners
- Council hearing for final approval
- Agreement is filed with the County Auditor
- Fees are collected as properties connect or develop

LATECOMER AGREEMENTS

Fees

Application fee

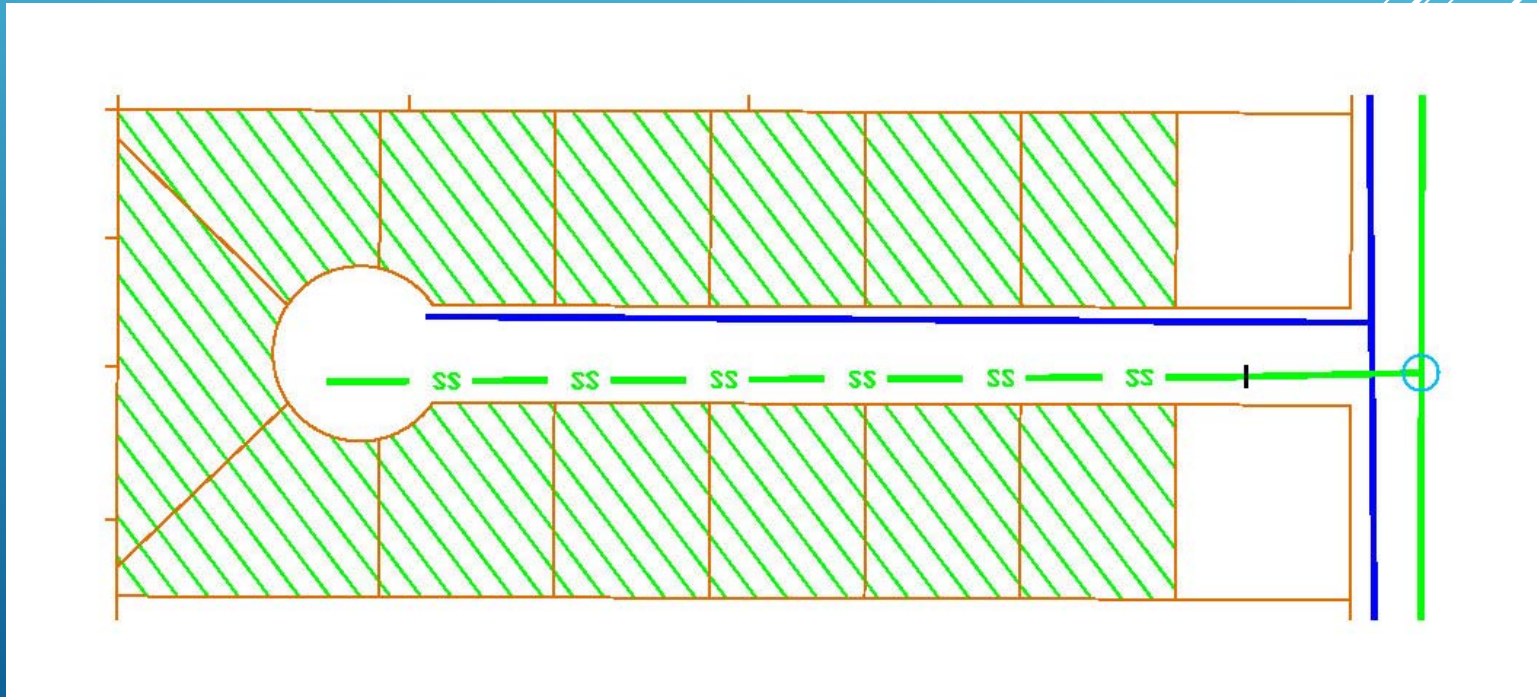
- \$500 for each separate utility system
- \$1,000 for a street system
- \$200 for each separate parcel

Collection

- City retains a 10% administration fee at the time latecomer fees are collected

LATECOMER AGREEMENTS

Example



LATECOMER AGREEMENTS

Example Fees

- Development includes a sewer at a cost of \$26,000.
- The system equally can be shared with the 12 adjacent parcels.
- A latecomer fee of \$2,000 per parcel is established.

Application fee

- \$500 for one utility.
- \$2,400 for 12 adjacent parcels.
- \$2,900 total application fee.

Collection

- City collects \$2,000 from each parcel owner at time of connection.
- City sends \$1,800 to original developer.
- City retains \$200 for admin Fees.
- Total that the original developer may recoup is \$21,600.

LATECOMER AGREEMENTS

RECOMMENDATION

Direct the Public Works Director to work with the City Attorney to draft an Ordinance that adds a Latecomer Agreements section to LMC Title 14 and repeal LMC Title 19.80.220.

LATECOMER AGREEMENTS

NEXT STEPS

- Work with the Planning Commission to recommend a repeal of LMC Title 19.80.220.
- Bring an ordinance to a future City Council meeting which would enact a new Title 14 Latecomer Agreement and repeal the current Title 19 Latecomer Agreement.
- Develop the needed Latecomer Agreement form and other related forms.
- Develop the internal policies and controls for latecomer agreements.



City of Longview

Agenda Summary

RESOLUTION NO. 2331 – AUTHORIZE SOLE SOURCE PROCUREMENT OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE FOR UPGRADE OF THE CITY’S WATER, SEWER AND FILTER PLANT SCADA SYSTEM

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2331.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality & environmental infrastructure

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City’s SCADA system is composed of computer hardware and software system and currently utilizes Wonderware operating system licensed to monitor and control the filter plant, water distribution system and wastewater collection systems. Comprehensive review of the system determined that the SCADA system needs to be upgraded and optimized. Staff reviewed several different software systems beside the existing Wonderware and determined that Rockwell Automation is the best option to upgrade the SCADA system.

The Rockwell product is already used and standardized as program at the remote water and sewer stations. Upgrading the existing SCADA software system with Rockwell software to be able to communicate with the remote sites will provide compatibility with the existing system and ease of system updates and maintenance. Once the SCADA system is upgraded the City IT staff will be able to support and maintain the system and in addition to this City IT staff can train utility staff for self-support of the system.

Advanced Electrical Technologies will provide a turnkey service and integration and demonstrates the technical expertise necessary to re-program and re-implement the software at the water, sewer, and filter facilities.

Resolution No. 2331 has been prepared to authorize the City Manager to execute the agreement with Advanced Electrical Technologies.

FINANCIAL SUMMARY:

This agreement is estimated to cost \$351,866.13, which will be paid by the water, sewer and filter fund.

STAFF CONTACT:

Ivona Kininmonth, P.E., Staff Engineer

Attachments:

1. Resolution No 2331 with Exhibit

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW,
WASHINGTON TO AUTHORIZE SOLE SOURCE PROCUREMENT OF
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE
FOR UPGRADE OF THE CITY'S WATER, SEWER AND FILTER PLANT
SCADA SYSTEM

WHEREAS, the City of Longview Public Works Department has determined that the existing SCADA system is in need of upgrade; and

WHEREAS, the Rockwell Automation / Allen Bradley products are proprietary and already in use at the water and sewer sites and filter plant; and

WHEREAS, the City of Longview Public Works Department has determined that Rockwell Automation software is provided by Advanced Electrical Technologies (AET); and

WHEREAS, the purchase and installation of the Rockwell Automation software is determined to be sole source purchase as provided in the RCW 39.04.280 (1)a.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

The City Manager is authorized to execute the contract with Advanced Electrical Technologies for the value of \$351,866.13.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a regular meeting of said City Council held on this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk



1121 Columbia Blvd.
Longview, WA 98632
Office: (360) 636-2544
Fax: (360)-636-0090
Toll Free: (800) 533-2867
www.pneco.com
WA: ADVANET895R9 OR CCB:78140

June 30, 2020

Proposal #AET 4520200

**City of Longview WA
1525 Broadway
Longview, WA 98632**

Attn: Ms. Ivona Kininmonth

**SCADA SYSTEM UPGRADE TO
ROCKWELL FACTORYTALK VIEW**

Section 1

1.0 Introduction

This proposal is for programming and associated software to accomplish a Scada Upgrade from WonderWare to FactoryTalk View SE Distributed. Included in the proposal is necessary PLC programming to incorporate the DATA from the remote pump stations and reservoirs to the new HMI. Programming and commissioning of city provided Win911 software upgraded to Win911 Interactive. Historian data collection with custom Excel reports per client specifications and samples received June 4, 2020. Replacement of 4 Operator Workstations located at the Water/Sewer Operations Building, 1 Operator Workstation located at the Mint Farm RWTP and 1 Engineering Workstation located at City Hall with Thin Client machines. Provide software and programming to allow operations from tablets and laptops remotely, up to 11 concurrent users. Install Software on and Configure Server VM's (server to be supplied by customer). Completion date is December 31st, 2020 and is dependent on the City providing complete communications with the remote pump stations by November 30th 2020.

1.1 Control System Overview and Milestones

Install 6ea. Microsoft Windows Server 16 standard with 10 RDS Cals, 1ea. 5 seat yearly subscription of Microsoft Excel and Word and 1 ea. 10 seat Thin Client Manager on the City provided Server located at the Mint Farm WTP.

Create a Mirror image of the SCADA server VM on a second server for located at City Hall for cold backup in case of a failure of the SCADA server at the Mint Farm.

Convert existing WonderWare SCADA system screens to Rockwell FactoryTalk View SE Distributed with updated faceplates and functionality.

Convert existing data collection from Wonderware Historian to Rockwell Historian.

PLC programming to facilitate communications for the remote sites. Programming for remote sites on HMI, Historian and Alarming.

Replacement of 4 Operator Workstations located at the Water/Sewer Operations Building, 1 Operator Workstation located at the Mint Farm RWTP and 1 Engineering Workstation located at City Hall with Thin Client machines.

Install and configure Rockwell FactoryTalk Viewpoint to allow up to 11 users with tablets or laptops internet access to HMI screens with security to be coordinated by the City.

Use the existing Win-911 license (customer states they have upgrade protection) to upgrade to Win-911 interactive. Convert from USB modem to ethernet communication on Win-911 to utilize the push feature to cellular application.

Configure required report generation to MS Excel per customer specifications.

1.1.1 PLC Programming

Update the ControlLogix PLC code for the operation of the SCADA system, it will be provided in a manner that is appropriately suited to the logical programming and data structures of the ControlLogix PLC system.

Updating the ControlLogix PLC programs in the SCADA system and Mint Farm Water Plant to Version 30 of RSLogix5000 programming software. Use the latest programming methods to take advantage of the features of Rockwell software. We will upgrade of the CP101 main processor from 1756-L62 to a 1756-L72 processor by repurposing the Mint Farm Water Treatment Plant supervisory PLC processor.

Update PLC code to bring in the remote reservoir and pump station data. Reduce the messaging and eliminate the need for the Supervisory PLCs at City Hall and The Mint Farm Water Plant.

AET will keep a parallel running system and no interruption of the existing operation why developing the new programming. Once the PLC program is proven we can cut over the new program and eliminate the old. Providing the city with a seamless transition to the new system.

1.1.2 HMI Programming

This proposal includes the supply of a new FactoryTalk View SE-based Human Machine Interface (HMI). The HMI included with this proposal takes full advantage of Rockwell's integrated alarming feature for ControlLogix PLC systems. Features of the HMI application include:

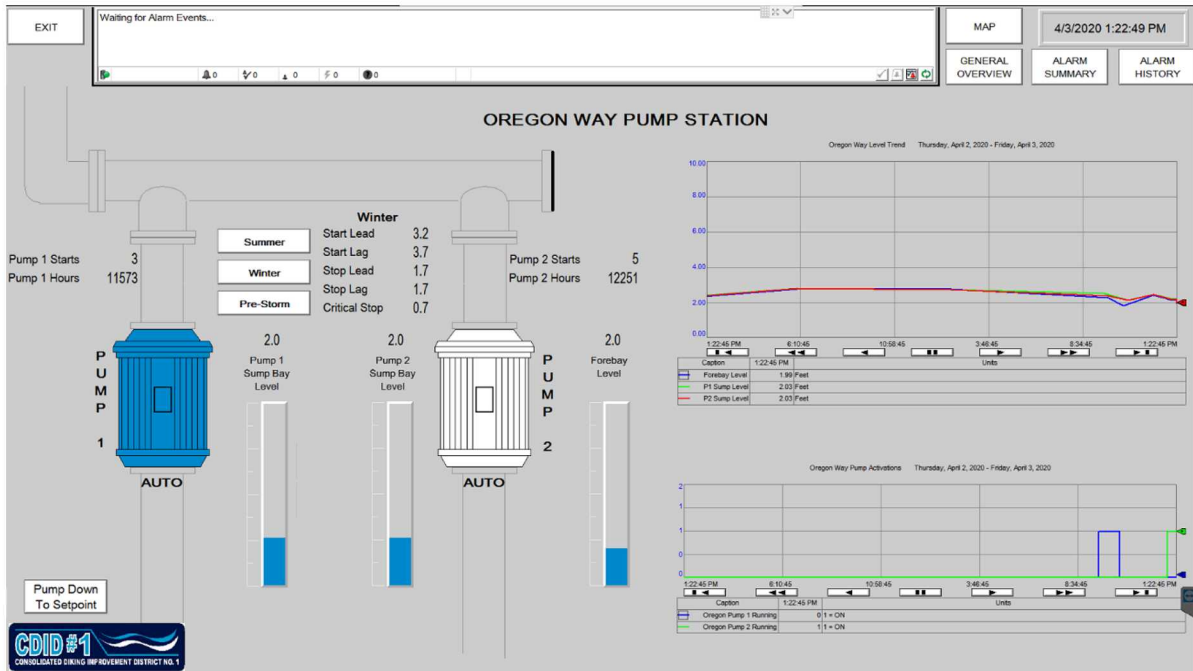
- ALMD and ALMA ladder logic instructions
- Accurate PLC timestamping of alarms clarifies event sequences, greatly assisting in identifying root causes of problems in a timely manner to limit down time.
- Trending
- Device-specific alarm history filtering

The new HMI will follow the old working HMI in its looks with some upgrades. Depending on the design requested by the City we can change color schemes and screen information density to better assist the operators of the system.

Rockwell supplied faceplates designed to access information and control functions will be used though out the HMI to improve day to day operations.

AET will incorporate the changes requested by the City in the email dated June 4, 2020 to the Mint Farm Water Plant HMI. We will keep the City involved in the design from the beginning to create a system the is operator friendly and efficient.

[illegible]



1.2 Excel Reporting

Updated and Automatic Excel reports will be provided per client specifications and samples received June 4, 2020. Reports will be reviewed with the City at the progress intervals discussed below. These are custom reports with the City of Longview's complete input on design. The City will own all rights to the reports.

Daily Totals Report Monday, April xx, 20xx

<u>Turbidity</u>									
	<u>Avg</u>	<u>Min</u>	<u>Max</u>	<u>00-04</u>	<u>04-08</u>	<u>08-12</u>	<u>12-16</u>	<u>16-20</u>	<u>20-24</u>
Raw Water	1.1	0.9	3.3	1.2	1.2	1.1	1.1	1.1	1.1
Filter A	0.048	0.044	0.053	0.049	0.050	0.050	0.049	0.048	0.048
Filter B	0.044	0.040	0.049	0.045	0.046	0.046	0.045	0.044	0.044
Filter C	0.051	0.046	0.083	0.051	0.053	0.053	0.052	0.051	0.051
Filter D	0.047	0.043	0.067	0.047	0.048	0.048	0.047	0.047	0.047
Clearwell	0.033	0.030	0.038	0.035	0.034	0.034	0.034	0.033	0.033

<u>Run Time (hr)</u>		<u>Flow (Kgal)</u>		<u>Chlorine (mg/L)</u>		
	<u>Total</u>		<u>Total</u>	<u>Avg</u>	<u>Min</u>	<u>Max</u>
Raw Water 1	3.500	Raw Water	640.272	Finished Water	1.41	1.24
Raw Water 2	5.217	Clarifier A & B	273.989			1.47
Finish Water 1	0.000	Clarifier C & D	274.451	<u>Tank Levels (ft)</u>		
Finish Water 2	1.467	Finished Water	465.415		<u>Avg</u>	<u>Min</u>
Finish Water 3	6.650			Clearwell	11.1	10.9
Backwash Pump	0.000			Bond Rd	12.7	12.4
Blower 1	0.100			SR 504	18.6	16.5
Blower 2	0.100					21

1.3 Customer Acceptance

We will schedule three customer acceptance visits to gain customer input on the progress of screen development. AET will invite the City to its office to review the progress at 25%, 50% and 75% completion for approval from the City. Additional changes after the 75% approval visit could result in extra charges at normal T&M rates. (see Table 1)

1.4 Documentation

This proposal includes the supply of manuals supplied equipment manufacturers, training manuals necessary and fully documented PLC logic. AET will provide 3 printed copies and a PDF file of the programming and training documentation.

1.5 Training

AET will provide onsite training of City operators and staff, to include two sessions of 4 to 8 hours each. AET will also include one on one training to the maintenance staff during portions of the programming to explain how the system is designed.

Section 2

Software

2.1 HMI Software

- a. FactoryTalk View SE with unlimited displays and 1 ViewPoint Client.
- b. FactoryTalk ViewPoint with 10 Clients
- c. FactoryTalk Historian with 2000 Tags
- d. FactoryTalk Historian OLEDB Connectivity

2.2 Server Software

- a. 6ea. Windows Server 2016 Standard
- b. 10ea. RDS Cals 2016
- c. 1ea. 5 seat Microsoft Excel and Word yearly subscription
- d. 1ea. 10 seat Thin Client Manager

Section 3

Hardware

3.1 Onlogic Thin Client

a. 6ea. Onlogic Industrial Compact Thin Clients with ThinManager.

- Intel Quad-core Bay Trail Processing
- Dual GB ethernet
- Thin Manager Ready



b. 6ea. Monitors, Keyboards and Mice.



City of Longview

Agenda Summary

RESOLUTION #2332 JAG GRANT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2332 AND AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance Public Safety and Emergency Response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

An Interlocal Agreement with Cowlitz County is required as part of the 2020 Justice Assistance Grant application. A resolution is required in order for the City Manager to sign the agreement. The Justice Assistance Grant funding (\$10,688) will be used towards the Longview School Officer Program.

The public will be given the opportunity to comment on the use of these grant funds at this meeting.

STAFF CONTACT:

Jim McNamara, City Attorney

Mary Chennault, Administrative Manager, Longview Police Dept.

Attachments:

1. Resolution 2332 re JAG 7.23.2020
2. MOU - 2020
3. FY 2020 JAG application documents
4. Financial Capability

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH COWLITZ COUNTY REGARDING THE 2020
BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the city of Longview Police Department, acting as the lead applicant, for the disparate jurisdictions of Longview and Cowlitz County is applying for JAG funds to continue their School Resource Officer program. The title of their project is "Longview Police School Resource Officer Program"; and

WHEREAS, the goal of the project is prevent crime and intervene when violence and crime occurs within the Longview schools. The strategies in this project will involve School Resource Officers responding to police incidents which occur within the Longview schools and working with students and staff to prevent crime from occurring within the schools; and

WHEREAS, as the lead applicant, the city of Longview will handle all of the finances related to the grant. All financial and programmatic reports will be completed and submitted by Longview Police Department. Cowlitz County has agreed to allow Longview to use all of the grant funds on their school resource officer program; and

WHEREAS, the City of Longview finds that entering into an Interlocal Agreement with Cowlitz County for allocating funds from that grant is in the best interests of all parties, that the undertaking will benefit the public; and

WHEREAS, the City of Longview and Cowlitz County believe it to be in their best interests to reallocate Judicial Assistance Grant (JAG) funds by providing the City will retain the sum of \$10,688.00, for the City of Longview's School Resource Officer program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the agreement with Cowlitz County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its
Mayor this 23rd day of July, 2020.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LONGVIEW, WASHINGTON AND THE COUNTY OF
COWLITZ, WASHINGTON
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 23rd day of July 2020, by and between The COUNTY of Cowlitz, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of LONGVIEW, acting by and through its City Manager after approval by the City Council, hereinafter referred to as CITY, both of Cowlitz County, State of Washington, (together the “Parties”), witnesseth:

WHEREAS, this Agreement is made under the authority of RCW chapter 39.34; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY of LONGVIEW (acting as the Lead applicant) agrees to provide the COUNTY the sum of \$0; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds by providing the COUNTY with the aforesaid sum of \$0, and the CITY OF LONGVIEW will retain the sum of \$10,688, for the CITY of LONGVIEW’S School Resource Officer program.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

CITY of LONGVIEW agrees to pay COUNTY a total of \$0, of JAG funds, from the **2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL PROGRAM AWARD (the “Program Award”)**, and retain the balance of \$10,688, for its sole authority use.

Section 2.

CITY of LONGVIEW agrees to use the funds allocated to it for law enforcement programs until the end of the grant period.

Section 3.

The performance of the obligations of this Agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The Parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. All parties to this

Agreement agree to the use of the funds in accordance with the terms of the Program Award and provide any such necessary documentation of such compliance to the CITY of LONGVIEW for purposes of reporting to the awarding agency, if any. There shall be no “joint board” as that term is used in RCW 39.34.030(4)(a).

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 7.

This Agreement is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.

Section 8.

The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this Agreement.

Section 9.

No party shall assign this Agreement, or any part hereof, without the written consent of the other Parties. The Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

Section 10.

This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

Section 11.

If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

Section 12.

This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.

Section 13.

All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Longview:

Kurt Sacha, City Manager
City of Longview
1525 Broadway
Longview, WA 98632

Copy to:

James McNamara, City Attorney
1525 Broadway
Longview, WA 98632

If to Cowlitz County:

Board of County Commissioners
County Administration Building, Room 300
207 North 4th Ave, Room 305
Kelso, WA 98626

Copy to:

Kurt Williams, OFM Director
Office of Financial Management
207 North 4th Avenue, room 308
Kelso, WA 98626

Copy to:

Chief Civil Deputy
Cowlitz County Prosecuting Attorney
312 South 1st Ave West
Kelso, WA 98626

Section 14.

All Parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.

Section 15.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute on and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF LONGVIEW, WASHINGTON

COUNTY OF COWLITZ, WASHINGTON

Kurt Sacha, City Manager

Dennis Weber, Commissioner

ATTEST:

Arne Mortensen, Commissioner

City Clerk

Joe Gardner, Commissioner

APPROVED AS TO FORM:

ATTEST:

James McNamara, City Attorney

Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney

ABSTRACT

The city of Longview Police Department, acting as the lead applicant, for the disparate jurisdictions of Longview and Cowlitz County is applying for JAG funds to continue their School Resource Officer program. The title of their project is “Longview Police School Resource Officer Program”. The goal of the project is prevent crime and intervene when violence and crime occurs within the Longview schools. The strategies in this project will involve School Resource Officers responding to police incidents which occur within the Longview schools and working with students and staff to prevent crime from occurring within the schools. As the lead applicant, the city of Longview will handle all of the finances related to this grant. All financial and programmatic reports will be completed and submitted by Longview Police Department.

Cowlitz County has agreed to allow Longview to use all of the grant funds on their school resource officer program.

Project identifiers for our 2020 JAG Local funding request are:

- Campus Safety
- Crime Prevention
- School Crime
- Truancy
- Violence – School Violence

Goal

The goal of the project is prevent crime and intervene when violence and crime occurs within the Longview schools.

Project Strategy

This is an ongoing program to prevent and respond to crime in the schools and officers work through problems daily with staff and students.

Project activities planned for goal

- Longview School Resource Officers will continue to provide ongoing response to police calls for service in the Longview schools.
- School Resource Officers will attend extra-curricular activities such as school dances and sports activities.
- SROs will attend school safety meetings and be involved in site safety planning with Longview school district staff.

Anticipated Outcomes

- Interruption of potential crimes by officer presence and coordination with students and school staff.
- Prevention of crime through school safety meetings and work with school staff to implementation of recommendations for physical safety improvements to schools.

Partnerships

Longview Police Department partners with the Longview School District in implementing this program.

INTRODUCTION

The city of Longview and Cowlitz County are completing a joint application, as a disparate jurisdiction, for funding for the FY 2020 Edward Byrne Memorial Justice Assistance Grant in the total amount of \$10,688. The city of Longview will be the lead applicant in this joint application.

Longview Police Department

Longview Police Department proposes to fund a portion of the salary and benefits for a School Resource Officer position. Longview Police Department is requesting funding in the amount of \$10,688 to pay for part of the School Resource Officer program.

Cowlitz County Sheriff's Office

Cowlitz County Sheriff's Office has agreed to allow Longview Police Department to use the entire grant award of \$10,688 for Longview's law enforcement program.

STATEMENT OF PROBLEM

Longview Police Department

The city of Longview is the largest city in Cowlitz County with a population of approximately 38,350. Cowlitz County's population is approximately 110,500. Longview Police Department currently has 60 authorized commissioned police.

Longview Police has relied on "high crime funding" from the state of Washington to fund the School Resource Officer program as well as other programs. From 2016 to 2017, the city of Longview's crime rate decreased and subsequently our high crime funding also decreased by approximately \$176,000.

In 2019, the police department requested 6 additional police officer positions due to continued increases in patrol workload while patrol staffing levels have remained the same for

over 30 years. The police department was authorized 1 of the 6 requested positions.

Subsequently, in May 2020, an anticipated budget shortfall due to COVID-19 forced the city to eliminate the over hire police officer position which was established in 2016.

Therefore, in an effort to continue the work of the School Resource Officer program, Longview Police Department is requesting to continue to use JAG funds to pay for a portion of one School Resource Officer position.

The city of Longview's crime rate has been far above the state average for many years. In 2019, Longview's Group A crime rate (NIBRS reporting) was 83.8 crimes per 1,000 population. This is a decrease of 9% from 2018 Longview crime levels. Whereas, the 2019 rate for the state of Washington is 60.6 crimes per 1,000 population, Longview's crime rate has remained significantly higher (1.38 times higher in 2018 & 2019) than the Washington state average. The city of Longview's crime rate is almost 5 times higher than the state are drug violations (LV rate = 13.3, WA state rate = 2.7)

The Longview School Resource Officer program was started 23 years ago. This program was initially funded with the use of Local Law Enforcement Block Grant funds, city of Longview funds and Longview school district funds. As city funds were reduced, this program was funded with high crime grant funds as well as funds from the Longview School District. From 2010 through 2020, LPD used its share of the JAG funds to fund a portion of the School Resource officer program.

PROJECT DESCRIPTION

Longview Police Department would like to use grant funds to continue the School Resource Officer (SRO) program.

Longview Police Department currently has 2 School Resource Officers. Longview is home to two (2) high schools and three (3) middle schools. Each school officer is responsible for one (1) of the high schools and the corresponding feeder middle school(s).

During the 2019-2020 school year (August 28, 2019-June 11, 2020), our School Officers have responded to 54 calls for police service in the schools. Of those 54 calls, 8 have resulted in an arrest. Preventing violence is one of the main goals of our school officers. Our SROs work together with students and school staff to intervene the prevent violence in the schools. A benefit of having officers assigned to our schools is increased efficiency in responding to matters that do occur in the schools. Before the school officer program, patrol officers were dispatched to the school incidents. A patrol response takes more time as an officer has to drive to the school. Also, higher priority calls occurring throughout the city could further delay a response to the schools. During that response time, calls can escalate requiring school staff to intervene. By having SROs on site, the officer is able to quickly respond to unfolding incidents thereby allowing patrol officers to continue to conduct proactive policing and respond to the 41,000 calls that occur in the city every year. The 2019-2020 school year was unique as schools closed due to the COVID-19 pandemic in March 2020. During the closure, Longview's school officers were used to assist with the distribution of technology to students to facilitate on-line learning as well as school facility building checks as a crime prevention method and also assisted with other requests from the school district.

Through the school officer program, Longview Police Department works together with Longview School District to prevent school crime before it occurs, to identify safety concerns and work together in developing school safety plans. This partnership also benefits our youth as

school officials and school officers work together to problem solve student conflict and mentor youth.

Longview Police Department continues to facilitate a Police Cadet program. Youth aged 16-20 are eligible to participate in the program. Longview Police School Resource Officers have shared information about this program with students and some of our Cadets have been recruited through their efforts. This program provides educational opportunities for youth regarding law enforcement as a profession as well as a mentoring opportunity.

Prevention and intervention in the schools are a benefit of this program as is the investigative information that students share with SROs when crimes do occur. Through the use of cellular phones, social networking sites, video sharing sites and live streaming, students who witness crimes are sharing large amount of information and evidence when crimes are in progress or have recently occurred. By having officers in the schools, students begin to trust law enforcement and share information with our SROs via many different forms of technology which has benefited our investigations and led to arrests that would likely have not occurred without this information sharing/trust that has been established between the SROs and the students. In April 2018, R.A. Long High school in Longview was placed in lock down after a student observed a weapon in another student's back pack inside a classroom. The student who witnessed the weapon contacted the school administration who immediately contacted a Longview Police school officer and police dispatch. Patrol officers from Longview Police and surrounding agencies arrived quickly and received assistance from the Longview Police school officer to locate the classroom on the school grounds. Patrol and the school officer developed an entry plan into the classroom as it had two points of entry. When they made entry the class was still occupied by the teacher and students who were unaware of the report. Officers searched

everyone in the classroom before moving them to another classroom. Officers located an airsoft pistol in a backpack. Two students were arrested and charged with having a dangerous weapon on school facilities. Quick response by officers including the Longview Police school officer helped locate the weapon and prevent any action with the use of that weapon.

As the lead applicant, the city of Longview will administer all grant funds and will also be responsible for collecting documentation to support grant expenses as well as collecting necessary data for both financial and program reports due to the Office of Justice Programs. The city of Longview will create a separate account for the Justice Assistance Grant and all grant invoices will be charged to that account.

CONCLUSION

The city of Longview has been experiencing tough economic times for several years and has delayed many necessary maintenance items city wide (streets, facility maintenance & repairs, and vehicle replacement) as a result. Further budget reductions are expected as a result of decreased revenue resulting from the COVID-19 pandemic, our need for grant funding to continue this program is essential. The Justice Assistance Grant funding will provide the department with funds to maintain the school officer program.

Budget Detail Worksheet and Budget Narrative

Agency Name and State: City of Longview, Washington
Grant Application # 2020-H7488-WA-DJ

Those categories not applicable to this grant application have been deleted.

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50).

PERSONNEL (FEDERAL)

Name/Position	Computation					Cost
	Salary	Basis	Percentage	Length of time		
Police Officer (SRO)	\$44.09	hour	8.65%	180	\$	7,936
Longview Subtotal					\$	7,936

PERSONNEL NARRATIVE (FEDERAL)

JAG funding will be used to continue the School Resource Officer Program in the Longview schools. Funds will be used towards a portion of one of the two School Officers assigned to the Longview middle and high schools. School officers respond to police calls for service at the schools, work with school staff to prevent crime and intervene in situations to resolve matters before they rise to the level of a crime. School Officers also participate in school safety planning.

PERSONNEL (NON-FEDERAL)

None

TOTAL PERSONNEL \$ 7,936

B. Fringe Benefits

Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation, and Unemployment Compensation.

FRINGE BENEFITS TOTAL (FEDERAL)

Name/Position	Description	Rate	Salary Base	Cost
Police Officer .0865 FTE	Pension	5.43%	\$ 7,936	\$ 431
	FICA	7.65%	\$ 7,936	\$ 607
	Medical Insurance	1500/mo. x 12 months		\$ 1,579
	Wk Comp	1.10%	\$ 7,936	\$ 87
	Unemployment	0.10%	\$ 7,936	\$ 8
	Emp. Benefit Reserve	0.50%	\$ 7,936	\$ 40
Longview Subtotal				\$ 2,752

FRINGE BENEFITS NARRATIVE (FEDERAL)

Fringe benefits are for the portion of the School Resource Officer position that is requested through these grant funds.

FRINGE BENEFITS TOTAL (NON-FEDERAL)

None

TOTAL FRINGE BENEFITS \$ 2,752

TOTAL PERSONNEL & FRINGE BENEFITS \$ 10,688

C. Travel

Itemize travel expenses of staff personnel by purpose (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g. six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit the costs involved. Identify the location of travel, if known; consultants should be included in Contractual/Consultant category.

Purpose of Travel	Location	Item	Computation	Cost
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TOTAL TRAVEL	\$	-
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D. Equipment

List non-expendable items that are to be purchased. (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation	Cost
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TOTAL EQUIPMENT	\$	-
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E. Supplies

List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Item	Computation	Cost
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TOTAL SUPPLIES	\$	-
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F. Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
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TOTAL CONSTRUCTION	\$	-
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G. Consultants/Contracts

Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in exceeds of \$450 per day or \$56.25 per hour require additional justification and prior approval from OJP.

Name of Consultant	Services Provided	Computation	Cost
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Subtotal	\$	-
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Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
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Subtotal	\$	-
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Contracts : Provide a description of the product or service to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts of \$100,000.

TOTAL CONSULTANTS/CONTRACTS	\$	-
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Applicants will follow their respective city's procurement policies

H. Other Costs

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide the monthly rental costs and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Description	Computation	Cost
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I. Indirect Costs

Indirect costs are allowed only if the applicant has a Federal approved indirect costs rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
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TOTAL INDIRECT COSTS \$ -

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support this project.

Budget Category	Amount
A. Personnel	<u>\$ 7,936</u>
B. Fringe Benefits	<u>\$ 2,752</u>
C. Travel	<u>\$ -</u>
D. Equipment	<u>\$ -</u>
E. Supplies	<u>\$ -</u>
F. Construction	<u>\$ -</u>
G. Consultants/Contracts	<u>\$ -</u>
H. Other	<u>\$ -</u>
Total Direct Costs	<u>\$ 10,688</u>
I. Indirect Costs	<u>\$ -</u>
TOTAL PROJECT COSTS	<u>\$ 10,688</u>
Federal Request	<u>\$ 10,688</u>
Non-Federal Amount	<u>\$ -</u>

2020-H7488-WA-DJ

Applicant: Longview Police Department, WA

Disclosure of Pending Applications

The city of Longview is the lead applicant for FY 2020 JAG funding (application number 2020-H7488-WA-DJ) and is a disparate jurisdiction with Cowlitz County, Washington. The city of Longview does not have any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

1. Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? **We have a policy titled Immigration Violations**
2. Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1? **RCW 10.93.160 and Longview Police Policy 413.4**
3. If yes to either:
 - Please provide a copy of each law or policy; **(Policy 413 and RCW 10.93.160 provided)**
 - Please describe each practice; and **The state law and LPD policy prohibit providing information pursuant to notification request from federal immigration authorities for purposes of civil immigration enforcement, except as required by law.**
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373. **Despite the restrictions on communication contained in Policy 413, nothing in that policy addresses information concerning an individual's citizen or immigration status. Furthermore, the limitations contained in Policy 413 are not applicable where required by law**

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Developed and approved by Longview City Attorney on July 16, 2020.

RCW 10.93.160**Immigration and citizenship status—Law enforcement agency restrictions.**

- (1) The definitions contained in RCW 43.17.420 apply to this section.
- (2) The legislature finds that it is not the primary purpose of state and local law enforcement agencies or school resource officers to enforce civil federal immigration law. The legislature further finds that the immigration status of an individual or an individual's presence in, entry, or reentry to, or employment in the United States alone, is not a matter for police action, and that United States federal immigration authority has primary jurisdiction for enforcement of the provisions of Title 8 U.S.C. dealing with illegal entry.
- (3) School resource officers, when acting in their official capacity as a school resource officer, may not:
 - (a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth; or
 - (b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.
- (4) State and local law enforcement agencies may not:
 - (a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth unless there is a connection between such information and an investigation into a violation of state or local criminal law; or
 - (b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.
- (5) State and local law enforcement agencies may not provide nonpublicly available personal information about an individual, including individuals subject to community custody pursuant to RCW 9.94A.701 and 9.94A.702, to federal immigration authorities in a noncriminal matter, except as required by state or federal law.
- (6)(a) State and local law enforcement agencies may not give federal immigration authorities access to interview individuals about a noncriminal matter while they are in custody, except as required by state or federal law, a court order, or by (b) of this subsection.
- (b) Permission may be granted to a federal immigration authority to conduct an interview regarding federal immigration violations with a person who is in the custody of a state or local law enforcement agency if the person consents in writing to be interviewed. In order to obtain consent, agency staff shall provide the person with an oral explanation and a written consent form that explains the purpose of the interview, that the interview is voluntary, and that the person may decline to be interviewed or may choose to be interviewed only with the person's attorney present. The form must state explicitly that the person will not be punished or suffer retaliation for declining to be interviewed. The form must be available at least in English and Spanish and explained orally to a person who is unable to read the form, using, when necessary, an interpreter from the district communications center "language line" or other district resources.
- (7) An individual may not be detained solely for the purpose of determining immigration status.
- (8) An individual must not be taken into custody, or held in custody, solely for the purposes of determining immigration status or based solely on a civil immigration warrant, or an immigration hold request.
- (9)(a) To ensure compliance with all treaty obligations, including consular notification, and state and federal laws, on the commitment or detainment of any individual, state and local law enforcement agencies must explain in writing:
 - (i) The individual's right to refuse to disclose their nationality, citizenship, or immigration status; and
 - (ii) That disclosure of their nationality, citizenship, or immigration status may result in civil or criminal immigration enforcement, including removal from the United States.
- (b) Nothing in this subsection allows for any violation of subsection (4) of this section.

(10) A state and local government or law enforcement agency may not deny services, benefits, privileges, or opportunities to individuals in custody, or under community custody pursuant to RCW 9.94A.701 and 9.94A.702, or in probation status, on the basis of the presence of an immigration detainer, hold, notification request, or civil immigration warrant, except as required by law or as necessary for classification or placement purposes for individuals in the physical custody of the department of corrections.

(11) No state or local law enforcement officer may enter into any contract, agreement, or arrangement, whether written or oral, that would grant federal civil immigration enforcement authority or powers to state and local law enforcement officers, including but not limited to agreements created under 8 U.S.C. Sec. 1357(g), also known as 287(g) agreements.

(12)(a) No state agency or local government or law enforcement officer may enter into an immigration detention agreement. All immigration detention agreements must be terminated no later than one hundred eighty days after May 21, 2019, except as provided in (b) of this subsection.

(b) Any immigration detention agreement in effect prior to January 1, 2019, and under which a payment was made between July 1, 2017, and December 31, 2018, may remain in effect until the date of completion or December 31, 2021, whichever is earlier.

(13) No state or local law enforcement agency or school resource officer may enter into or renew a contract for the provision of language services from federal immigration authorities, nor may any language services be accepted from such for free or otherwise.

(14) The department of corrections may not give federal immigration authorities access to interview individuals about federal immigration violations while they are in custody, except as required by state or federal law or by court order, unless such individuals consent to be interviewed in writing. Before agreeing to be interviewed, individuals must be advised that they will not be punished or suffer retaliation for declining to be interviewed.

(15) Subsections (3) through (6) of this section do not apply to individuals who are in the physical custody of the department of corrections.

(16) Nothing in this section prohibits the collection, use, or disclosure of information that is:

(a) Required to comply with state or federal law; or

(b) In response to a lawfully issued court order.

[2019 c 440 § 6.]

NOTES:

Findings—Construction—Conflict with federal requirements—Effective date—2019 c 440: See notes following RCW 43.17.425.

Immigration Violations

413.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the Longview Police Department relating to immigration laws and interacting with federal immigration officials (RCW 43.10.315).

413.2 POLICY

It is the policy of the Longview Police Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.

413.3 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of law enforcement will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and without regard to race, ethnicity, or national origin in any way that would violate the United States or Washington constitutions.

413.4 WASHINGTON STATE IMMIGRATION RESTRICTIONS

Members shall not (RCW 10.93.160):

- (a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth unless there is a connection between such information and an investigation into a violation of state or local criminal law.
- (b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.
- (c) Provide nonpublicly available personal information about an individual to federal immigration authorities in a noncriminal matter, except as required by state or federal law.
- (d) Give federal immigration authorities access to interview individuals about a noncriminal matter while they are in custody, except as required by state or federal law, a court order, or written consent of the individual.
- (e) Allow a federal immigration authority to conduct an interview regarding federal immigration violations with a person who is in custody if the person has not consented in writing to be interviewed. In order to obtain consent, the person shall be provided with an oral explanation and a written consent form that explains the purpose of the interview, that the interview is voluntary, and that the person may decline to be interviewed or may choose to be interviewed only with the person's attorney present.

Longview Police Department

Longview Police Department Policy Manual

Immigration Violations

- (f) Detain individuals solely for the purpose of determining their immigration status.
- (g) Take a person into custody or hold a person in custody:
 - 1. Solely for the purposes of determining immigration status
 - 2. Based solely on a civil immigration warrant issued by a federal immigration authority
 - 3. On an immigration hold request

413.4.1 SCHOOL RESOURCE OFFICERS

Members who are school resource officers shall not (RCW 10.93.160):

- (a) Inquire or collect information about an individual's immigration or citizenship status, or place of birth.
- (b) Provide information pursuant to notification requests from federal immigration officials for the purposes of civil immigration enforcement, except as required by law.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name:

Street1:

Street2:

City:

State:

Zip Code:

2. Authorized Representative's Name and Title:

Prefix: First Name:

Middle Name:

Last Name:

Suffix:

Title:

3. Phone:

4. Fax:

5. Email:

6. Year Established:

7. Employer Identification Number (EIN):

8. DUNS Number:

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

11. Most Recent Audit Report Issued: Within the last 12 months Within the last 2 years Over 2 years ago N/A

Name of Audit Agency/Firm:

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions N/A: No audits as described above

Enter the number of findings (if none, enter "0"):

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in the report or opinion? Yes No

13. Which of the following best describes the applicant entity's accounting system:

Manual Automated Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes No Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes No Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes No Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	Yes	No	Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	Yes	No	Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	Yes	No	Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS			
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	Yes	No	Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	Yes	No	Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	Yes	No	Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	Yes	No	Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	Yes	No	Not Sure
TRAVEL POLICY			
24. Does the applicant entity: (a) maintain a standard travel policy? (b) adhere to the Federal Travel Regulation (FTR)?	Yes Yes	No No	
SUBRECIPIENT MANAGEMENT AND MONITORING			
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	Yes	No	Not Sure N/A - Applicant does not make subawards under any OJP awards



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES	
28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following: (a) Name(s) of the federal awarding agency: (b) Date(s) the agency notified the applicant entity of the "high risk" designation: (c) Contact information for the "high risk" point of contact at the federal agency: Name: Phone: Email: (d) Reason for "high risk" status, as set out by the federal agency:	Yes No Not Sure
CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY (Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)	
On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.	
Name:	Date:
Title: Executive Director Chief Financial Officer Chairman Other:	
Phone:	



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

FIRST AND SECOND HALF JULY ACCOUNTS PAYABLE SECOND HALF JUNE PAYROLL & FIRST HALF JULY PAYROLL

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

FIRST HALF JULY 2020 ACCOUNTS PAYABLE: \$1,024,030.39
SECOND HALF JULY 2020 ACCOUNTS PAYABLE: \$1,208,420.62

SECOND HALF JUNE PAYROLL:

\$81,177.38, checks no. 652-667
\$766,426.77, direct deposits
\$1,028,732.51, wire transfers
\$1,876,336.66 Total

FIRST HALF JULY PAYROLL:

\$2,018.66, checks no. 669-675
\$784,076.23, direct deposits
\$556,146.60, wire transfers
\$1,342,241.49 Total

STAFF CONTACT:

Kaylee Cody, City Clerk
John Baldwin, Accountant
Chresta Larson, Human Resources Specialist

Attachments: None



City of Longview

Agenda Summary

PUBLIC WORKS PROJECT UPDATE

RECOMMENDED ACTION:

NONE - FOR INFORMATION AND DISCUSSION.

COUNCIL INITIATIVE ADDRESSED:

Improve Streets and Roads

Improve Transportation Systems

Provide Sustainable Water Quality & Environmental Infrastructure

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Staff will provide an update on Public Works projects.

FINANCIAL SUMMARY:

None.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments: None



City of Longview

Agenda Summary

SERVICE LEVEL AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES

RECOMMENDED ACTION:

MOTION TO APPROVE THE SERVICE LEVEL AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety and emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The Service Level Agreement for Emergency Communications and Dispatch Services with Cowlitz 911 will provide Customer twenty-four (24) hour enhanced emergency 911 communication services including call receiving, monitoring and emergency dispatching service for Customer's citizens, visitors and responders. As such, Cowlitz 911 shall be the primary public safety answering point for all emergency calls.

The duration of this agreement is three years. This Agreement shall be in effect January 1, 2021 thru December 31, 2023 unless Cowlitz 911 is dissolved. This service agreement may be renewed for two additional three year extensions.

This Agreement calls for annual increases of 1.6%. The Agreement also provides for AMR credits which will be based on the period from the most recent April – March, 12 month period. AMR credits are in lieu of 911 dispatch service charges for emergency medical services and are calculated on a set fee multiplied by the call volume for each entity.

Listed below is a breakdown of the 2020 and 2021 fees including AMR credits for Emergency Communications and Dispatch Services for the City of Longview Police and Fire Departments-

	2020			2021		
	Annual Agency Fee	AMR Credit	Annual Adjusted Fee	Annual Agency Fee	AMR Credit	Annual Adjusted Fee
Lv Fire	\$219,052.00	(\$11,873.82)	\$207,178.18	\$222,556.83	(\$11,942.82)	\$210,614.01
Lv Police	\$517,379.00	(\$28,044.83)	\$489,334.17	\$525,657.06	(\$28,207.80)	\$497,449.26
Totals....	\$736,431.00	(\$39,918.65)	\$696,512.35	\$748,213.89	(\$40,150.62)	\$708,063.27

STAFF CONTACT:

Kurt Sacha, City Manager

Attachments:

1. Cowlitz 911 Service Level Agreement pa atty updated- Final

SERVICE LEVEL AGREEMENT FOR
EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES

This Agreement is made this day by and between Cowlitz 911, a Washington Public Corporation, hereinafter “Cowlitz 911” and the City of Longview, a Washington State political subdivision, hereinafter, “Customer”.

I. RECITALS

- A. Cowlitz 911 is a public corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW 35.21.730 through RCW 35.21.759; and
- B. The City of Longview, is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 35A; and
- C. Cowlitz 911 is obligated to enter into this Service Agreement with participating entities pursuant to Section IX.A. of the Cowlitz 911 Bylaws.
- D. Customer has requested that Cowlitz 911 provide enhanced emergency 911 communications services including radio communication, dispatch, teletype service and telephone calls directed to the Customer and to refer those calls to Customer by radio or other appropriate means; and
- E. Cowlitz 911 is willing to provide the requested enhanced emergency 911 communication services including radio communication, dispatch and teletype services and handle telephone calls as necessary and refer those to Customer by radio or other appropriate means; and
- F. Customer desires to engage the services of Cowlitz 911, to provide such services; and
- G. Customer and Cowlitz 911 recognize the mutual benefit of utilizing Cowlitz 911’s dispatching services to meet Customer’s dispatching requirements and needs; and
- H. Customer will pay Cowlitz 911 a fee based on Exhibit A for the upcoming calendar year. There will be an annual increase of 1.6%. AMR credits will be based on the period from the most recent April – March, 12 month period.

SERVICE LEVEL AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES	Page 1 of 8
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NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

II. AGREEMENT

- A. Communications Services. During the term of this Agreement, Cowlitz 911 will provide Customer twenty-four (24) hour enhanced emergency 911 communications including call receiving, monitoring and emergency dispatching service for Customer's citizens, visitors and responders. Cowlitz 911 shall be the primary public safety answering point for Customer. Cowlitz 911 shall ensure all Federal Communications Commission (FCC) radio frequency licenses include authorization so that Customer can use Cowlitz 911's primary dispatch channels. Customer agrees to be bound by the terms and conditions of the Cowlitz 911 Ordinance, Charter or Bylaws, including any subsequent and lawful amendments thereto.
- B. Technical Assistance. Cowlitz 911 may provide technical expertise to Customer as may be required for proper operations of Customer's systems and for procurement of Customer's communications equipment.
- C. Law Enforcement Agency Data Communications. If Customer is a law enforcement agency, Cowlitz 911 will provide information from the Washington State Patrol Law Enforcement Data Communications System.
- D. Communications Equipment. Unless otherwise agreed to by the parties, Cowlitz 911 agrees to be responsible for providing and maintaining all of its own communications equipment, including but not limited to telephone, two-way radio, text or other messaging systems, video, social media, etc. as appropriate, necessary to communicate with the public, other responders, and between Cowlitz 911 and Customer's personnel. Customer shall be responsible for purchasing, maintaining, and repairing Customer's base, mobile, and portable communications equipment including two-way radios, telephones, pagers and computers necessary to communicate with Cowlitz 911. Customer shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to Cowlitz 911's operations. Interconnecting equipment may or may not be included in Cowlitz 911's budget as the Board of Directors shall determine. However, if interconnecting equipment is included in the Cowlitz 911 budget and provided to the Customer, Cowlitz 911 shall retain ownership of such equipment.
- E. Operational Procedures. Operational procedures shall be determined and established by Cowlitz 911 with advice from Technical Advisory Committees (TACs) pursuant to Section VI of the Cowlitz 911 bylaws. Any disagreements regarding operational procedures that cannot be resolved by a TAC shall be sent for final determination to the Cowlitz 911 Board.

- F. Billing and Non-payment. Customer shall be billed in accordance with Exhibit A for the upcoming calendar year. There will be an annual increase of 1.6%. AMR credits will be based on the period from the most recent April – March, 12 month period. Unless otherwise agreed to by the parties, Customer shall make quarterly payments, billed in the 1st month of each quarter for payment for services of the previous three (3) months, due upon receipt. Should Customer fall one quarter in arrears, Customer shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section O of this Agreement, Cowlitz 911 shall have authority to suspend or terminate all services to Customer and all participation of Customer to the functions of Cowlitz 911; however, said Customer shall be liable for its fees to Cowlitz 911 through December 31st of the year of termination of the delinquent Party's services. Customer acknowledges that the fee set forth on Exhibit A may change pursuant to and in accordance with Section VIII (B) of the Cowlitz 911 Bylaws.
- G. Provisions for Use. The Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as Cowlitz 911, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Agreements concerning responsibility for such communication; therefore, the following is specifically agreed to:
1. Responsibility. Cowlitz 911 shall bear full responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) as now exists or may hereafter be amended. Cowlitz 911 shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.
- H. Duration. This Agreement shall be in effect January 1, 2021 thru December 31, 2023 unless Cowlitz 911 is dissolved or as otherwise provided in this section.
1. Termination. Except as otherwise specifically provided herein, Customer may terminate this Agreement upon at least one (1) year's written notice to Cowlitz 911, effective December 31 of the year following the notice of termination. If Customer terminates this Agreement, Cowlitz 911 is not required to surrender any of its FCC licenses nor is Cowlitz 911 obligated to agree to co-license the terminating Party on any of Cowlitz 911's licensed frequencies.
 2. If Customer has previously agreed in writing for whatever reason to remain a full member of Cowlitz 911 until a specified date, their effective date of termination may not be until after the previously agreed and specified date.

3. Renewal. This service agreement may be renewed for two additional three year extensions.

Upon the effective date of termination, Customer will not be entitled to any portion of Cowlitz 911 assets or rights nor shall they be responsible for any portion of the public authority's liabilities (unless previously agreed otherwise in writing by the Customer). Customer will not thereafter be entitled to 911 services from Cowlitz 911, but must make their own arrangements, unless a new arrangement is mutually agreed between Cowlitz 911 and the Customer. In the event Customer does not enter into in such arrangements with Cowlitz 911, Customer will not owe any further user fees, but will not be entitled to share in any of the other revenue sources, grants or any other form of funding.

I. Insurance/Indemnification – Hold Harmless:

1. The parties to this Agreement shall maintain during the life of this Agreement such general liability insurance as will provide coverage for claims for damages for personal injuries, including death, as well as for claims for damages to property which may arise directly or indirectly from performance of the work under this Agreement. Policy limits shall be no less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. The parties shall provide each other a Certificate of Insurance or other appropriate documentation evidencing the coverage as set forth above if requested by a party.
2. Indemnification Clause – Customer. Customer does hereby agree to save harmless and defend Cowlitz 911 from all claims and liability due to the negligent acts, errors, or omissions of Customer, its agents and/or employees. Such indemnity shall include, but not be limited to, all out-of-pocket expenses incurred by Cowlitz 911, including attorney's fees, in the event Customer fails or refuses to accept the tender of any claims brought against Cowlitz 911, the basis for which are negligent acts, errors or omissions of Customer, its agents and/or employees.
3. Indemnification Clause – Cowlitz 911. Cowlitz 911 does hereby agree to save harmless and defend Customer from all claims and liability due to the negligent acts, errors or omissions of Cowlitz 911, its agents and/or employees. Such indemnity shall include, but not be limited to, all out-of-pocket expenses incurred by Customer, including attorney's fees, in the event Cowlitz 911 fails or refuses to accept the tender of any claims brought against Customer, the basis for which are negligent acts, errors or omissions of Cowlitz 911, its agents and/or employees.
4. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified

party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

5. Cowlitz 911 shall comply with all notice and other requirements of RCW 42.56.590, as now in effect and may be amended, in the event of a breach of the security of the system as defined by RCW 42.56.590. Such compliance shall be at the sole expense of Cowlitz 911.

J. Amendments. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either party.

K. Contacts.

Cowlitz 911
ATTN: Executive Director
Hall of Justice Basement
312 SW 1st Avenue
Kelso, WA 98626

City of Longview
City Manager
1525 Broadway
Longview, WA 98632

- L. Compliance with All Laws. Cowlitz 911 and Customer shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
- M. Maintenance and Audit of Records. Cowlitz 911 and Customer shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. Each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
- N. Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

O. Default/Dispute Resolution.

(1) If either Cowlitz 911 or the Customer fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

(2) In the event a default continues, and/or any dispute arises (for anything other than non-payment) between the Parties, either Party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity as provided in paragraphs P and Q below, unless the parties otherwise agree, in writing, to arbitration and agree upon the terms and conditions of such arbitration.

P. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Washington.

Q. Venue. The venue for any legal action brought by any Party to this Agreement concerning this Agreement shall be in the Superior Court of Cowlitz County, Washington.

R. Assignment. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement. Provided, however, this prohibition shall not apply to an assignment pursuant to a consolidation of a Party to this agreement with another Party to this agreement.

S. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous agreements relating to the creation, funding, operation or maintenance of an emergency dispatch and communications center. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

T. Invalid Provisions. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

U. Independent Parties. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

V. Counterparts. This Agreement may be executed by the Parties using duplicate counterparts.

The parties, through their authorized agents, have read and understood this Agreement and intend to be bound by it, and the authorized agents of 911 and Customer have signed below.

For 911:

For Customer:

Date: _____

Date: _____

Joe Gardner, Board Chair
Cowlitz 911 Board of Directors

Kurt Sacha, City Manager
City of Longview

ATTEST:

ATTEST:

Rachael Fair, Clerk of the Board

Kaylee Codey, City Clerk

Approved as to Form:

Approved as to Form:

Frank Randolph, of Counsel to Cowlitz 911

James McNamara, City Attorney

Exhibit A

	2020				2021			
	Annual Agency Fee	AMR CREDIT	Annual Adjusted Fee	Quarterly Fee 2020	Annual Agency Fee	AMR CREDIT	Annual Adjusted Fee	Quarterly Fee 2021
Longview- Fire	\$ 219,052.00	\$ (11,873.82)	\$ 207,178.18	\$ 51,794.55	\$ 222,556.83	\$ (11,942.82)	\$ 210,614.01	\$ 52,653.50
CCSO	\$ 565,362.00	\$ (30,645.76)	\$ 534,716.24	\$ 133,679.06	\$ 574,407.79	\$ (30,823.85)	\$ 543,583.95	\$ 135,895.99
Fire #1	\$ 18,776.00	\$ (1,017.76)	\$ 17,758.24	\$ 4,439.56	\$ 19,076.42	\$ (1,023.67)	\$ 18,052.75	\$ 4,513.19
C2FR	\$ 219,052.00	\$ (11,873.82)	\$ 207,178.18	\$ 51,794.55	\$ 222,556.83	\$ (11,942.82)	\$ 210,614.01	\$ 52,653.50
Fire # 3	\$ 18,776.00	\$ (1,017.76)	\$ 17,758.24	\$ 4,439.56	\$ 19,076.42	\$ (1,023.67)	\$ 18,052.75	\$ 4,513.19
Fire # 5	\$ 47,983.00	\$ (2,600.93)	\$ 45,382.07	\$ 11,345.52	\$ 48,750.73	\$ (2,616.05)	\$ 46,134.68	\$ 11,533.67
Fire # 6	\$ 64,672.00	\$ (3,505.60)	\$ 61,166.40	\$ 15,291.60	\$ 65,706.75	\$ (3,525.98)	\$ 62,180.78	\$ 15,545.19
Kelso- Police	\$ 204,448.00	\$ (11,082.23)	\$ 193,365.77	\$ 48,341.44	\$ 207,719.17	\$ (11,146.63)	\$ 196,572.54	\$ 49,143.13
Kalama- Police	\$ 41,724.00	\$ (2,261.68)	\$ 39,462.32	\$ 9,865.58	\$ 42,391.58	\$ (2,274.82)	\$ 40,116.76	\$ 10,029.19
CR- Police	\$ 56,328.00	\$ (3,053.27)	\$ 53,274.73	\$ 13,318.68	\$ 57,229.25	\$ (3,071.01)	\$ 54,158.24	\$ 13,539.56
Woodland- Police	\$ 112,655.00	\$ (6,106.54)	\$ 106,548.46	\$ 26,637.12	\$ 114,457.48	\$ (6,142.02)	\$ 108,315.46	\$ 27,078.86
Longview- Police	\$ 517,379.00	\$ (28,044.83)	\$ 489,334.17	\$ 122,333.54	\$ 525,657.06	\$ (28,207.80)	\$ 497,449.26	\$ 124,362.32
Totals	\$2,086,207.00	\$ (113,084.00)	\$1,973,123.00	\$ 493,280.75	\$2,119,586.31	\$ (113,741.13)	\$2,005,845.18	\$ 501,461.30



City of Longview

Agenda Summary

DONATION OF SIGNS AND TRANSFER OF OWNERSHIP

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT FOR THE ACCEPTANCE OF FIVE (5) "WELCOME" SIGNS.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Lifelong civic minded and public spirited Longview humanitarians Bill and Donna Kasch propose to donate and have agreed to transfer ownership of five (5) artistic "Welcome" signs to the City of Longview.

The signs reside at the following locations:

- Ocean Beach Highway and Washington Way ("Thanks for visiting Kelso - Welcome to Longview")
- 15th Avenue and Broadway Street
- 12th Avenue and Broadway Street
- Vandercook Boulevard and Commerce Avenue
- Commerce Avenue and Florida Street ("Welcome to Historic Downtown Longview")

By accepting the above-referenced signs, the City agrees to maintain them in a well-preserved state for their useful lives.

STAFF CONTACT:

Kurt Sacha, City Manager

Attachments:

1. Acceptance of Historic Downtown Longview Signs v 2

CITY OF LONGVIEW
DONATION OF SIGNS
AND
TRANSFER OF OWNERSHIP

WHEREAS, on behalf of the City of Longview, Washington (hereinafter “the City”), the Longview City Manager has reviewed and agreed to accept the donation of five (5) signs, described below, to be donated by Bill and Donna Kasch, husband and wife (hereinafter “the Donors”); and

WHEREAS, the signs proposed to be donated to the City by the Donors are described as follows:

1. A sign at the corner of Ocean Beach Highway and Washington Way, reading, “Thanks for visiting Kelso. Welcome to Longview”;
2. A sign at the corner of 15th and Broadway, reading “Welcome to Historic Downtown Longview”;
3. A sign at the corner of 12th and Broadway, reading “Welcome to Historic Downtown Longview”;
4. A sign at the corner of Vandercook and Commerce, reading “Welcome to Historic Downtown Longview”; and
5. A sign at the corner of Commerce and Florida, reading “Welcome to Historic Downtown Longview” (“Signs”);

WHEREAS, the Donors have agreed to transfer ownership of the Signs to the City; now,

IT IS HEREBY AGREED BETWEEN THE CITY AND THE DONOR AS FOLLOWS:

1. **Donation and Acceptance.** The Donors hereby convey by donation the above described Signs, and their legal title, to the City, and the City hereby accepts the donation of the Signs under the terms, qualifications and conditions as set forth in this Agreement. The Donors certify that the Signs are not subject to third party claims of royalties, or copyright or trademark infringement. The Donors intend by this donation to relinquish

all legal claim of right to title, royalties, copyright or trademark of the Signs.

2. **Maintenance/ Removal or Relocation.** The City agrees to maintain the Signs in a well-preserved state for their useful life. The City retains the right to relocate or permanently remove the Signs from public display for any reason, in the sole discretion of the City, including, but not limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the Signs; or the need to access, repair and maintain public facilities.

DATED this _____ day of _____, 2020.

DONORS

Signature:

Printed Name: Bill Kasch

Signature:

Printed Name: Donna Kasch

CITY OF LONGVIEW

Signature:

Printed Name: _____

Approved as to form:

James McNamara
City Attorney