



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, January 14, 2021

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, January 14th, at 7:00 p.m.

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/87822944646>

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: 878 2294 4646

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
3. ROLL CALL
4. APPROVAL OF MINUTES

21-0006 DECEMBER 10, 2020 REGULAR MEETING
DECEMBER 15, 2020 SPECIAL MEETING
DECEMBER 17, 2020 SPECIAL MEETING

5. CHANGES TO THE AGENDA
6. PRESENTATIONS & AWARDS
7. CONSTITUENTS' COMMENTS (Thirty Minutes)
8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS
9. PUBLIC HEARINGS
10. BOARD & COMMISSION RECOMMENDATIONS
11. ORDINANCES & RESOLUTIONS
12. MAYOR'S REPORT
13. COUNCILMEMBERS' REPORTS
14. CONSENT CALENDAR

21-0007 APPROVAL OF CLAIMS

SECOND HALF DECEMBER 2020 ACCOUNTS PAYABLE
FIRST & SECOND HALF DECEMBER 2020 PAYROLL

21-0009 BID REVIEW – PACIFIC WAY TRAIL CROSSWALK IMPROVEMENTS

RECOMMENDED ACTION:
MOTION TO ACCEPT THE LOW BID AND AWARD TO HALME EXCAVATING INC. IN THE
AMOUNT OF \$142,550.00

21-00010 BID REVIEW – WASHINGTON WAY & 28TH AVENUE HAWK SIGNAL

RECOMMENDED ACTION:
MOTION TO ACCEPT THE LOW BID AND AWARD TO MILL PLAIN ELECTRIC INC. IN THE
AMOUNT OF \$86,939.00

15. CITY MANAGER'S REPORT

20-0008 LEASE OF PROPERTY AT 101 FISHERS LANE

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT
FOR USE OF PROPERTY LOCATED AT 101 FISHERS LANE.

16. MISCELLANEOUS**21-00016 EXECUTIVE SESSION****TOPICS:****REAL ESTATE MATTER
COLLECTIVE BARGAINING****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, JANUARY 28, 2021 - 7:00 P.M.****THURSDAY, FEBRUARY 11, 2021 - 7:00 P.M.****NEXT COUNCIL WORKSHOPS:****THURSDAY, JANUARY 21, 2021 – 6:00 P.M. STORMWATER RATE ANALYSIS
RECOMMENDATIONS**



City of Longview

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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, December 10, 2020

7:00 PM

Virtual Meeting

1. **CALL TO ORDER**

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

2. **INVOCATION*/FLAG SALUTE**

20-000475 INVOCATION BY MARK SCHMUTZ OF NORTHLAKE CHURCH

After invocation provided by Mark Schmutz of Northlake Church, the flag salute was recited.

3. **ROLL CALL**

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

Absent: None

Staff Present: City Manager Kurt Sacha; Assistant City Attorney Stephen Shuman; City Clerk Kaylee Cody; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community & Economic Development Director John Brickey; Interim Planning Manager Adam Trimble; Parks & Recreation Director Jen Wills; Fire Chief Jim Kambeitz; Interim Police Chief Robert Huhta; Library Director Chris Skaugset; Human Resources Director Chris Smith; and Administrative Services Director Kris Swanson.

4. **APPROVAL OF MINUTES**

20-000506 NOVEMBER 12, 2020 WORKSHOP MINUTES
NOVEMBER 12, 2020 REGULAR MEETING MINUTES
NOVEMBER 19, 2020 WORKSHOP MINUTES (6:00 P.M.)
NOVEMBER 19, 2020 SPECIAL MEETING MINUTES
NOVEMBER 19, 2020 WORKSHOP MINUTES (7:30 P.M.)
DECEMBER 1, 2020 SPECIAL MEETING MINUTES

On a motion duly made and passed, the reading of the minutes, copies of which had been submitted to the Mayor and members of the City Council, was waived and the minutes were approved as if read.

5. CHANGES TO THE AGENDA

6. PRESENTATIONS & AWARDS

20-000521 OATH OF OFFICE - POLICE CHIEF ROBERT HUHTA

The Honorable Judge Hayes administered the Oath of Office to newly-appointed Police Chief Robert Huhta. Members of his family were in attendance to witness the occasion. A round of applause was extended to new Chief Huhta following the swearing-in. Chief Huhta gave a brief speech regarding the future of the City of Longview Police Department.

20-000501 CERTIFICATE OF APPRECIATION: GIAN MORRELLI, COLUMBIA THEATRE DIRECTOR

A certificate of appreciation was presented to Gian Morelli, Columbia Theater Director. Mr. Morelli spoke about the Columbia Theater projects and incoming director.

20-000517 STAFF YEARS-OF-SERVICE AWARDS

MELODY WORTH (FINANCE) - 45 YEARS
STEVE COONS (FINANCE) - 35 YEARS
SCOTT MCDANIEL (POLICE) - 30 YEARS
JOHN BRICKEY (CED) - 30 YEARS

Human Resources Director Chris Smith and Administrative Services Director Kris Swanson presented the Years-of-Service Awards to Melody Worth and Steve Coons.

Police Chief Robert Huhta presented the Years-of-Service Award to Scott McDaniel.

City Manager Kurt Sacha presented the Years-of-Service Award to John Brickey.

Years-of-Service Award

7. CONSTITUENTS' COMMENTS (Thirty Minutes)

Bill Josh of Longview provided public comment.

Tony Katzenberger of Longview provided public comment.

Michael O'Neill of Longview provided public comment.

Jon-Erik Hegstad of Longview provided public comment.

Joann Maynard of Longview provided public comment.

Paul Bryce of Longview provided public comment.

Teresa Purcell of Longview provided public comment.

Jeremiah Harrington of Longview provided public comment.

Scott Van Sickle of Longview provided public comment.

Alyssa Witrock of Longview provided public comment.

8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS

9. PUBLIC HEARINGS

10. BOARD & COMMISSION RECOMMENDATIONS

20-000522 REVIEW OF FINAL SUBDIVISION PLAT MT. SOLO PLACE PHASE 1, FOR APPROVAL

RECOMMENDED ACTION:

MOTION TO APPROVE THE FINAL SUBDIVISION PLAT FOR MT. SOLO PLACE PHASE 1 BASED UPON THE APPLICATION MEETING THE REQUIREMENTS FOR APPROVAL IN THE LONGVIEW MUNICIPAL CODE.

A motion was made by Councilmember Moon, seconded by Councilmember Makinster, to approve the final subdivision plat for Mt. Solo Place Phase 1. The motion carried unanimously.

11. ORDINANCES & RESOLUTIONS

20-000507 ORDINANCE 3435: AMENDING THE 2019-2020 BIENNIAL BUDGET (1ST READING)

RECOMMENDED ACTION:

NO ACTION REQUIRED - FIRST READING

20-000508 ORDINANCE 3436: ADOPTING THE 2021-2022 BIENNIAL BUDGET

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE 3436 ADOPTING THE 2021-2022 BIENNIAL BUDGET OF THE CITY OF LONGVIEW.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Moon, to adopt the 2021-2022 Biennial Budget. The motion carried unanimously.

20-000509 RESOLUTION 2342: ADOPTING 2021-2025 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2342 APPROVING THE 2021-2025 CAPITAL IMPROVEMENT PLAN FOR THE CITY OF LONGVIEW.

A motion was made by Councilmember Strobel, seconded by Councilmember Kendall, to adopt the 2021-2025 Capital Improvement Plan. The motion carried unanimously.

20-000526 RESOLUTION NO. 2345 – WATER RATES FOR 2021

**RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2345.**

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Makinster, to adopt Resolution No. 2345. The motion carried unanimously.

20-000525 RESOLUTION NO. 2346 – SEWER RATES FOR 2021

**RECOMMENDED ACTION:
MOTION ADOPTING RESOLUTION NO. 2346.**

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Schott, to adopt Resolution No. 2346. The motion carried unanimously.

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

20-000502 CREATING THE CITY OF LONGVIEW COVID-19 SMALL BUSINESS RELIEF PROGRAM

**RECOMMENDED ACTION:
A MOTION, DIRECTING THE CITY MANAGER TO TAKE IMMEDIATE ACTIONS TO PREPARE APPROPRIATE ORDINANCES AND OR RESOLUTIONS FOR COUNCIL APPROVAL TO PROVIDE B&O TAX AND UTILITY TAX RELIEF AND EXEMPTIONS TO THOSE LONGVIEW LOCATED BUSINESS WHICH HAVE BEEN DETRIMENTALLY AFFECTED, OR EXPERIENCED LOST INCOME, OR EXPERIENCED CLOSURE OR HAVE OTHERWISE BEEN HARMED BY COVID-19 AND GOVERNOR INSLEE'S PROCLAMATIONS AND ASSOCIATED RESTRICTIONS ON BUSINESS ACTIVITIES.**

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Moon, to direct the City Manager to take immediate actions to prepare appropriate ordinances and or resolutions for council approval to provide B&O tax and Utility Tax relief and exemptions to those Longview located business which have been detrimentally affected, or experienced lost income, or experienced closure or have otherwise been harmed by Covid-19 and Governor Inslee's proclamations and associated restrictions on business activities. The motion carried unanimously.

14. CONSENT CALENDAR

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

20-000513 APPROVAL OF CLAIMS

**SECOND HALF NOVEMBER 2020 ACCOUNTS PAYABLE
FIRST & SECOND HALF NOVEMBER 2020 PAYROLL**

20-000514 WASHINGTON WAY BRIDGE INTERFUND LOAN UPDATE

RECOMMENDED ACTION: NO ACTION REQUIRED

20-000524 BID REVIEW – 2021 CHEMICAL PURCHASES

**RECOMMENDED ACTION:
MOTION TO REJECT THE SODIUM HYPOCHLORITE BID FROM JCI JONES AND AWARD
CHEMICAL PURCHASE BIDS TO THE BIDDERS IDENTIFIED IN THE AGENDA SUMMARY.**

**20-000523 RESOLUTION NO. 2347 INTERLOCAL AGREEMENT WITH COWLITZ TRANSIT
AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES-RIVERCITIES TRANSIT**

**RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2347**

15. CITY MANAGER'S REPORT**16. MISCELLANEOUS****17. ADJOURNMENT**

The meeting was adjourned at 9:45 p.m.

*Kaylee Cody
City Clerk*

*Approved: _____
Mayor*

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NEXT REGULAR COUNCIL MEETINGS:

**THURSDAY, DECEMBER 17, 2020 -7:00 P.M. SPECIAL MEETING (DECEMBER 24TH
REGULAR MEETING CANCELLED DUE TO CHRISTMAS HOLIDAY)**

THURSDAY, JANUARY 14, 2021- 7:00 P.M.

NEXT COUNCIL WORKSHOPS:

**TUESDAY, DECEMBER 15, 2020- 6:00 P.M. SPECIAL JOINT MEETING WITH COWLITZ
COUNTY BOARD OF COMMISSIONERS TO DISCUSS HOSTED ENCAMPMENT PILOT
PROJECT**



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Minutes

City Council

Mayor MaryAlice Wallis
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Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel

Tuesday, December 15, 2020

6:00 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

Longview City Council Present: Mayor Wallis, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott, and Mayor Pro Tem Wallin

City of Longview Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Deputy City Clerk Kassi Mackie; Community & Economic Development Director John Brickey; Fire Chief Jim Kambeitz; Interim Police Chief Robert Huhta; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson; Parks and Recreation Director Jennifer Wills

Cowlitz County Board of Commissioners Present: Cowlitz County Commissioner Joe Gardner, Cowlitz County Commissioner Arne Mortensen, and Cowlitz County Commissioner Dennis Weber

Cowlitz County Staff Present: Cowlitz County Chief of Staff Axel Swanson, Cowlitz County Clerk of the Board Tiffany Ostreim, Health and Human Services Director Carole Harrison, and Cowlitz County Human Services Manager Gena James

3. **WORKSHOP**

20-000545 HOSTED ENCAMPMENT PILOT PROJECT

**RECOMMENDED ACTION:
DISCUSSION.**

Gena James presented and provided a brief overview of the public comments submitted to the County regarding the Hosted Encampment Pilot Project.

Dian Cooper of Longview provided public comment.

Bill Josh of Longview provided public comment.

Dexter Kearny of Longview provided public comment.

Allison Mattocks of Longview provided public comment.

John Melink of Longview provided public comment.

Dian Cooper of Longview provided public comment.

The Council and County Commissioners supported forming a partnership to further explore the option of a hosted encampment pilot project and directed Cowlitz County Human Services Manager Gena James to create a survey for the commissioners/councilors to complete using the questions and concerns voiced during the meeting.

4. ADJOURNMENT

The meeting was adjourned at 8:36 p.m.

*Kaylee Cody
City Clerk*

Approved: _____
Mayor

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, DECEMBER 17, 2020 - 7:00 P.M. (SPECIAL MEETING - 12/24 MEETING CANCELLED DUE TO HOLIDAY)

THURSDAY, JANUARY 14, 2020 - 7:00 P.M.

NEXT COUNCIL WORKSHOPS:

THURSDAY, JANUARY 7, 2021 - 6:00 P.M. 2021 STATE LEGISLATIVE AGENDA



City of Longview

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Minutes

City Council

Mayor MaryAlice Wallis
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Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel

Thursday, December 17, 2020

7:00 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 7:04 p.m.

2. **INVOCATION*/FLAG SALUTE**

3. **ROLL CALL**

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

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 Robert Huhta; Library Director Chris Skaugset; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson

Guest: Josh Weiss, Gordon Thomas Honeywell Governmental Affairs

4. **APPROVAL OF MINUTES**

On a motion duly made and passed, the reading of the minutes, copies of which had been submitted to the Mayor and members of the City Council, was waived and the minutes were approved as if read.

5. **CHANGES TO THE AGENDA**

6. **PRESENTATIONS & AWARDS**

7. **CONSTITUENTS' COMMENTS (Thirty Minutes)**

8. **FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS**

9. **PUBLIC HEARINGS**

10. **BOARD & COMMISSION RECOMMENDATIONS**

20-000519 APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

RECOMMENDED ACTION:
APPROVE RECOMMENDED APPOINTMENTS

A motion was made by Councilmember Makinster, seconded by Councilmember Schott, to approve the appointments to the Appeal Board of Adjustment and Golf Advisory Committee as presented. The motion carried unanimously.

A motion was made by Councilmember Strobel, seconded by Councilmember Schott, to approve the appointments to the Accessibility Advisory Committee and Library Board as presented. The motion carried unanimously.

A motion was made by Councilmember Makinster, seconded by Councilmember Strobel, to approve the appointments to the Complete Streets Committee, Downtown Advisory Committee, Historic Preservation Committee, Lodging Tax Advisory Committee, Parks, Recreation Board, Sister City Commission and Project Longview as presented. The motion carried unanimously.

20-000550 MINT FARM INDUSTRIAL PARK (MFIP) - CC&R AMENDMENTS

RECOMMENDED ACTION:
MOTION TO APPROVE THE AMENDMENTS TO SECTION 3.2(C) OF THE MFIP CC&RS AS RECOMMENDED BY THE PLANNING COMMISSION IN CONCURRENCE WITH THE MINT FARM INDUSTRIAL PARK PROPERTY OWNER'S ASSOCIATION.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Makinster, to approve the amendments to Section 3.2(C) of the MFIP CC&Rs as recommended by the Planning Commission in concurrence with the Mint Farm Industrial Park Property Owner's Association. The motion carried unanimously.

11. **ORDINANCES & RESOLUTIONS**

20-000518 ORDINANCE NO. 3435: AMENDING THE 2019-2020 BIENNIAL BUDGET (2ND READING)

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3435.

A motion was made by Councilmember Strobel, seconded by Councilmember Moon, to

adopt Ordinance No. 3435. The motion carried unanimously.

20-000547 ORDINANCE NO. 3437: ADOPTING THE 2018 BUILDING CODES

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3437 ADOPTING CHAPTERS 51-11C, 51-11R, 51-50, 51-51, 51-52, 51-56 AND 51-57 OF THE WASHINGTON ADMINISTRATIVE CODE AS AMENDED AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER FEBRUARY 1, 2021.

A motion was made by Councilmember Makinster, seconded by Councilmember Moon, to adopt Ordinance No. 3437. The motion carried unanimously.

20-000548 ORDINANCE NO. 3438: UPDATING AND AMENDING CHAPTER 18.10 OF THE LONGVIEW MUNICIPAL CODE

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3438 AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER FEBRUARY 1, 2021.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Moon, to adopt Ordinance No. 3438. The motion carried unanimously.

20-000546 ORDINANCE NO. 3439: UPDATING AND AMENDING CHAPTER 16.30 OF THE LONGVIEW MUNICIPAL CODE

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3439 AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER FEBRUARY 1, 2021.

A motion was made by Councilmember Strobel, seconded by Councilmember Moon, to adopt Ordinance No. 3439.

Bill Josh of Longview provided comment.

The motion failed by the following vote:

*Ayes - Councilmember Kendall, Councilmember Moon, Councilmember Strobel
Nays - Councilmember Makinster, Councilmember Schott, Mayor Pro Tem Wallin,
and Mayor Wallis*

20-000552 RESOLUTION NO. 2348: LAW ENFORCEMENT RECORDS SERVICES AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2348 AND AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR AFTER-HOURS SERVICES.

A motion was made by Councilmember Moon, seconded by Councilmember Makinster, to adopt Resolution No. 2348. The motion carried unanimously.

20-000555 RESOLUTION 2349: PROVIDING FOR A TEMPORARY SUSPENSION OF THE BUSINESS AND OCCUPATION TAX FOR CERTAIN BUSINESSES

RECOMMENDED ACTION:
MOTION TO APPROVE RESOLUTION NO. 2349 PROVIDING FOR A TEMPORARY SUSPENSION OF THE BUSINESS AND OCCUPATION TAX FOR CERTAIN BUSINESSES.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Moon, to adopt Resolution 2349. The motion carried unanimously.

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

14. CONSENT CALENDAR

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

20-000549 APPROVAL OF CLAIMS

FIRST HALF DECEMBER ACCOUNTS PAYABLE

15. CITY MANAGER'S REPORT

20-000551 2021 STATE LEGISLATIVE AGENDA

RECOMMENDED ACTION:
MOTION TO ADOPT THE 2021 STATE LEGISLATIVE AGENDA.

A motion was made by Councilmember Makinster, seconded by Councilmember Schott, to adopt the 2021 State Legislative Agenda. The motion carried unanimously.

20-000554 GENERAL FUND FINANCIAL REVIEW - 3RD QUARTER

RECOMMENDED ACTION:
NO ACTION REQUIRED.

City Manager Kurt Sacha presented.

16. MISCELLANEOUS**20-000553 EXECUTIVE SESSION: REAL ESTATE TRANSACTION**

Mayor Wallis adjourned the regular session at 9:05 p.m.

Mayor Wallis called the executive session to order at 9:10 p.m.

Mayor Wallis adjourned the executive session at 9:35 p.m.

17. ADJOURNMENT

The meeting was adjourned at 9:37 p.m.

*Kaylee Cody
City Clerk*

*Approved: _____
Mayor*

**NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, JANUARY 14, 2021 - 7:00 P.M.
THURSDAY, JANUARY 28, 2021 - 7:00 P.M.**

**NEXT COUNCIL WORKSHOPS:
THURSDAY, JANUARY 7, 2021 - 6:00 P.M. STATE LEGISLATIVE AGENDA**



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

SECOND HALF DECEMBER 2020 ACCOUNTS PAYABLE FIRST & SECOND HALF DECEMBER 2020 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:

SECOND HALF DECEMBER 2020 ACCOUNTS PAYABLE: \$1,999,460.12

FIRST HALF DECEMBER 2020 PAYROLL:

\$4,160.03, checks no. 786-790

\$798,786.42, direct deposits

\$543,695.99 wire transfers

\$1,346,642.44 Total

SECOND HALF DECEMBER 2020 PAYROLL:

\$79,741.05, checks no. 791-806

\$739,775.21, direct deposits

\$988,456.46, wire transfers

\$1,807,972.72 Total

STAFF CONTACT:

Kaylee Cody, City Clerk

John Baldwin, Accountant

Chresta Larson, Human Resources Specialist

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – PACIFIC WAY TRAIL CROSSWALK IMPROVEMENTS

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO HALME EXCAVATING INC. IN THE AMOUNT OF \$142,550.00

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems
Improve streets and roads

SUMMARY STATEMENT:

This project provides for the installation of ADA ramps, driveways, rapid rectangular flashing beacons, signing and striping at 38th Ave and 42nd Ave;

On December 22, 2020 six bids were received as follows:

\$142,550.00 – Halme Excavating Inc., Battle Ground, WA
\$160,350.00 – Advanced Excavating Specialists LLC, Longview, WA
\$167,260.00 – Midway Underground, Toledo, WA
\$176,570.00 – Clark & Sons Excavating, Inc., Battle Ground, WA
\$182,620.22 – Nutter Corporation, Vancouver, WA
\$239,963.00 – Transportation Systems, Inc., Sumner, WA

\$195,000.00 - Engineer's Estimate

All bids received were determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Arterial Street Fund with a state funded transportation grant.

STAFF CONTACT:

Ivona Kininmonth, Project Engineer

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – WASHINGTON WAY & 28TH AVENUE HAWK SIGNAL

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO MILL PLAIN ELECTRIC INC. IN THE AMOUNT OF \$86,939.00

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems
Improve streets and roads

SUMMARY STATEMENT:

This project provides for the installation of a HAWK signal at Washington Way and 28th Ave, including signs, and striping.

On December 22, 2020 four bids were received as follows:

\$86,939.00 – Mill Plain Electric, Inc., Vancouver, WA
\$92,925.00 – Northeast Electric, LLC, Woodland, WA
\$123,500.00 – City Electric of Washington, LaCenter, WA
\$144,232.00 – Transportation Systems, Inc., Sumner, WA

\$125,000.00 - Engineer's Estimate

All bids received were determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Arterial Street Fund with a state funded transportation grant.

STAFF CONTACT:

Ivona Kininmonth, Project Engineer

Attachments: None



City of Longview

Agenda Summary

LEASE OF PROPERTY AT 101 FISHERS LANE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR USE OF PROPERTY LOCATED AT 101 FISHERS LANE.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City has received a request to lease property located at 101 Fishers Lane for the purpose of manufacturing custom countertop materials for sale and installation at residential and commercial locations. The proposed use is consistent with light industrial activities currently allowed in the Mixed Use-Commercial/Industrial MU-C/I zoning district.

The site is currently vacant. The area of use will be limited to a defined portion of the property as outlined in the proposed lease agreement.

STAFF CONTACT:

Kurt Sacha, City Manager

Attachments:

1. Fishers Lane Peloso Lease Agreement jb JMc final



City of Longview
1525 Broadway
Longview, Washington 98632

LEASE AGREEMENT

LESSOR: THE CITY OF LONGVIEW, a Washington municipal corporation

LESSEE: Mario Peloso

LEGAL DESCRIPTION: Longview Outlots 272B, 272D-1 & 273. Situate in Cowlitz County.

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NO.: 10397, 10402 and 10404

PROPERTY ADDRESS: 101 Fishers Lane, Longview, WA 98632

REFERENCE NOS. OF DOCUMENTS

ASSIGNED OR RELEASED: N/A

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter "Lease"), made and entered into this 1st day of February 2021, by and between **THE CITY OF LONGVIEW**, a Washington municipal corporation, herein called the "Lessor," and Mario Peloso, herein called the "Lessee."

WITNESSETH:

1) PREMISES LEASED. Lessor hereby leases to Lessee that *building located at 101 Fishers Lane*, Longview, Cowlitz County, Washington, and more specifically described as follows:

Longview Outlots 272B, 272D-1 & 273. Parcel Numbers 10397, 10402 and 10404.
Situate in the County of Cowlitz, State of Washington.

Such property leased shall and hereafter be referred to as the "Premises".

Lessee acknowledges that it has the right to use all portions of the Premises as defined in Exhibit A unless otherwise agreed in writing and signed by both parties.

2) PURPOSE / TIMES. It is understood and agreed that the Premises herein described are leased by the Lessor to the Lessee for the sole purpose of manufacturing granite countertop for sale and installation at customer locations.

3) TERM. This Lease shall commence on the *1st day of February, 2020, and shall expire on January 31, 2022*, unless sooner terminated upon 30 days written notice of termination to the other party or renewed ("the Term"). If the parties are negotiating an extension of the Lease when the Lease expires, or any subsequent extensions thereto, then the parties can mutually agree in writing to allow the Lessee to remain at the facilities on a month to month term, under the same terms and conditions stated herein, or as subsequently amended, until the parties reach an agreement as to a new lease, an extension or otherwise agree to terminate the Lease.

4) RENTAL. The Lessee shall pay to Lessor as rental for said Premises a base rental fee of \$600.00 per month, plus the Lessee shall pay to the Lessor, as additional rent, 100% of the additional cost(s) for utilities, during each calendar month, including but not limited to electricity, water, garbage and sewer for the Premises; "additional cost(s) for utilities" shall include such things as follows: 1.) penalties for violations of service(s); 2.) repairs; and/or 3.) any other such costs that are not a part of the regular utility costs for the Premises. This list is intended to only provide examples of what is considered "additional cost(s) for utilities".) The base rental fee shall be paid by the Lessee on the first business day of each month of each year during the Term of this Lease. The payment by Lessee to Lessor for utilities shall be made by the Lessor submitting to the Lessee a request for payment of the utility billings, including a copy of the utility billings being requested to be reimbursed; the Lessee shall make payment to the Lessor for the utilities, within thirty (30) days of the day the request for payment was mailed to the Lessee. All payments shall be paid by the Lessee at Lessor's place of business at 1525 Broadway, Longview, WA 98632.

5) INSPECTION. The Lessee acknowledges and agrees that it has made a full and complete inspection of the Premises herein leased on its own behalf, and that the Lessor shall not be held to any covenant inspecting the condition of the said Premises, nor has the Lessor made any warranty or guarantee concerning the same, as to the condition or use thereof, and Lessee accepts same, "as is," without any such warranty, guarantee or inducement by Lessor as to the condition or usage of said Premises.

Lessor shall have the right to enter into and upon the Premises where the leased property is located for the purpose of inspecting the same or observing its use.

6) MAINTENANCE OF PREMISES. The Lessee shall not commit, permit or allow waste of the Premises. The Lessee, shall at all times during the Term hereof, keep the Premises in good repair, condition, and working order. Lessee shall further provide, at its own expense, any and all materials necessary for the maintenance thereof. Lessee will be solely responsible for custodial services.

7) ALTERATIONS AND IMPROVEMENTS. Lessee shall not make any alterations, additions or improvements on said Premises without first obtaining the written consent of Lessor, which consent will not be unreasonably withheld; all alterations, additions

and improvements which shall be made shall comply with the City permit requirements and said improvements shall be made at the sole cost and expense of Lessee, unless otherwise agreed in writing and signed by both parties. All improvements made by Lessee shall remain a part of said Premises, except trade fixtures; and upon termination of this Lease, said improvements shall become the absolute property of the Lessor without cost or obligation on the part of Lessor to reimburse Lessee in any regard.

8) VACATION OF PREMISES / HOLDING OVER. Lessee shall promptly vacate the Premises on or before the last day of the Term, leaving the Premises and all improvements thereon in the state of repair and cleanliness required to be maintained by Lessee during the Term of the Lease and shall peaceably and quietly surrender the same to Lessor. If Lessee holds over after the expiration of the Term without the express written consent of Lessor, Lessee will be a Lessee at sufferance only and otherwise subject to the terms, covenants and conditions herein specified, insofar as applicable, as well as the cost of all utilities, without reimbursement. Acceptance by Lessor of rent after the expiration of the Term or earlier or termination thereof will not result in a renewal of this Lease. The foregoing provisions of this section are in addition to and do not affect Lessor's right of re-entry or any other rights of Lessor hereunder or as otherwise provided by law. Lessee hereby indemnifies and agrees to hold harmless Lessor from all loss, injury or liability arising from Lessee's failure to surrender the Premises upon the expiration or termination of this Lease.

9) OWNERSHIP. The Premises are, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

10) ACCIDENTS AND INDEMNITY. Except to the extent due to Lessor's gross negligence or willful misconduct, the Lessee shall keep, save and hold harmless the Lessor, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees from any and all damages and liability, including attorney fees and costs, for anything and everything whatever arising from, connected with, or out of, Lessee's use of the Premises, personal property on said Premises, the conduct of the Lessee, the Lessee's agents or servants, and from any loss or damage arising from any fault or negligence by the Lessee, or any failure on the Lessee's part to comply with any of the covenants, terms and conditions contained

herein, and the Lessee shall repair, at its sole cost and expense (subject to Lessor's approval of such repair(s)), any damage or injury to the Premises herein leased occasioned by or through its use thereof.

11) INSURANCE. The Lessee agrees to procure, prior to and maintain in force throughout the duration of this Lease, comprehensive general liability insurance with a minimum coverage of One Million (\$1,000,000.00) Dollars per occurrence, including bodily and property damage. Said policy shall name the City of Longview as an additional named insured as follows: "It is agreed that the City of Longview, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees are additional insureds" and shall include a provision prohibiting cancellation of said policy, except upon thirty (30) days prior written notice to the City Clerk of the City of Longview. The Lessee shall deliver a copy of the Certificate of Insurance to the Lessor prior to the commencement of the Term of this Lease, and immediately any renewals thereof.

12) LESSOR'S PAYMENT. In the event of the Lessee's failure to procure or maintain insurance as aforesaid, or to pay said fees, assessments, charges and taxes as aforesaid, Lessor shall have the right, but not the duty, to obtain such insurance, or pay such fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof, including reasonable attorney's fees, shall be repayable by Lessee to Lessor in the same time and manner as payment of the next installment of a base rental fee and failure to repay the same shall carry with it the same consequence as failure to pay any installment of rent.

13) ASSIGNMENT. Lessee shall not sell, assign, transfer or mortgage this Lease or any estate or interest therein, nor in the land, nor let or sublet the whole or any portion thereof. The Lessee shall do no act, nor make any contract that may create or be the foundation for any lien, charge, claim or encumbrance upon the present or other estate or reversion to the Lessor in the Premises or upon any buildings now or hereinafter erected upon it. Should any lien, charge, claim or encumbrance be claimed or filed against said Premises, Lessee shall solely defend or otherwise discharge the same and hold the Lessor harmless from any and all such actions.

14) FIRE AND OTHER CASUALTY. In the event the Premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same

untenantable in whole or in any part thereof, this Lease shall terminate and Lessee shall be required to immediately vacate the subject Premises.

15) LESSOR'S REMEDIES ON DEFAULT BY LESSEE.

- a. In the event Lessee is more than fifteen (15) days late in the payment of any rent, which includes the payment of utilities, as set forth hereunder, then Lessee agrees to pay a late charge to Lessor equal to 10% of the rental amount in default. In the event of default in the failure to pay rent, Lessor, after twenty (20) days of default, may give notice of termination of the tenancy if the default is not cured within ten (10) days of giving the notice. If Lessee fails to cure the default within the prescribed period, then Lessor shall have the right to re-enter the Premises without taking further action. Lessor may thereafter elect to re-let the Premises on Lessee's account under terms and conditions provided below.
- b. In the event of any default hereunder other than the payment of rent, Lessor shall give notice of such default in writing at Lessee's address set forth below. Lessee agrees to take immediate steps to cure such default and such default shall be cured not later than twenty (20) days from the date of said notice unless a later period of time is required to cure the default and such later period is approved in writing by the Lessor. In no event shall Lessee have more than ninety (90) days to cure any default hereunder.
- c. Upon such re-letting, Lessor may elect to do one or more of the following:
 - (i) Hold Lessee immediately liable for the expenses of re-letting, altering, or repairing the Premises;
 - (ii) Lessor may require Lessee to pay for the period of re-letting (not exceeding the Term of this Lease, however) for that amount which exceeds the rental amount set forth herein and the rental amount agreed to

by the new tenant to be paid as rent for the re-let Premises, and/or require Lessee to pay all indebtedness due under this Lease. In the alternative, Lessor may apply the periodic rents received by Lessor as follows: a) first to any indebtedness (other than rent) due from Lessee to Lessor; b) second, to the payment of expenses incurred by Lessor in repairing and altering the Premises or in effecting cure of any damage to the Premises by reason of toxic chemicals or otherwise, and in re-letting the Premises; c) third, to the payment of rent due under this Lease as it shall become due and payable.

If the rent payments due from the re-letting of the Premises are not paid at the time they become due and payable by the Lessee holding under the re-letting, or are for any reason insufficient to pay the rent due under this Lease, Lessee shall immediately pay to Lessor the total deficiency ascertained to be due under the provisions under (i) above, or to pay Lessor the deficiency for the period in which it occurs, under the provisions of paragraph (ii) above.

- d. Further, Lessor shall have the right to remove all properties and persons from the Premises; the right to store in a public warehouse, at Lessee's expense, all property so removed. Lessor, further, at Lessor's election, may terminate this Lease, or, without terminating it, re-let the Premises or any part of the Premises, under such terms and conditions and at such rental as Lessor may deem advisable from time to time. The term of such re-letting may be for a term beyond the Term of this Lease.
- e. In addition to any remedy provided hereunder, Lessor may seek any other remedy available under applicable law.

16) NON-WAIVER OF BREACH. The failure of Lessor to insist upon strict performance of any of the covenants and agreements in this Lease or to exercise any options herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such or any other covenants agreements that the same shall be and remain in full force and effect.

17) FULL FORCE AND EFFECT. Any provision of this Lease which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18) VENUE AND JURISDICTION. In the event any dispute arises over this Lease, the jurisdiction and venue of any legal action shall be that of Cowlitz County, Washington.

19) APPLICABLE LAW. This Lease shall be governed by and interpreted in accordance with the laws of the state of Washington. The Lessee shall conform to any and all applicable laws and regulations of any public authority affecting the Premises and the use thereof, and correct at their own expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use.

20) NOTICES. Any notice required to be served in accordance with the terms of this Lease shall be personally served or shall be sent by Certified Mail. Notices shall be sent to the parties at the addresses stated herein below or at such other place as the parties may designate in writing.

The Lessee's address is:

The Lessor's address is: The City of Longview
ATTN: City Clerk
P.O. Box 128
Longview, WA 98632
(360) 442-5004

and send a copy to: Longview City Attorney
P.O. Box 128
Longview, WA 98632
(360) 442-5004

21) COSTS AND ATTORNEY'S FEES. Except as otherwise provided for in this Lease, in the event it becomes necessary for either the Lessor or Lessee to employ an attorney to enforce the provisions of this Lease or bring an action for the breach of terms of this Lease then each party agrees to pay its own costs, expenses and attorney's fees expended or incurred by or to the Lessor or Lessee in connection therewith.

22) ENTIRE AGREEMENT. This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

23) AUTHORITY. Each individual executing this Lease on behalf of the Lessor and the Lessee represents and warrants that such individual(s) are duly authorized to execute and deliver this Lease on behalf of the Lessor or the Lessee.

24) BINDING EFFECT. The terms, conditions and covenants contained in this Lease shall apply to and bind the heirs, successors and assigns of the parties (subject to the limitations on assignment contained herein).

25) TITLES. The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

26) TIME. Time is of the essence of this Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of this _____ day of _____, 2020.

LESSOR:
CITY OF LONGVIEW

LESSEE:
MARIO PELOSO

Kurt Sacha, City Manager

Print Name: _____

Attest:

Kaylee Cody, City Clerk

Tax ID#: _____

APPROVED as to form:

James McNamara, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF COWLITZ)

On this ____ day of _____, _____, before me personally appeared Kurt Sacha and Kaylee Cody, to me known to be the City Manager and City Clerk, respectively, of the City of Longview, a Washington municipal corporation, Lessor named herein, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2020.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires: _____.
Printed Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF COWLITZ)

On this day personally appeared before me _____, and _____, the Lessee herein, that he/she executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this _____ day of _____, 2021.

NOTARY PUBLIC in and for the
State of _____, residing at
_____. My commission
expires: _____.
Printed Name: _____

ATTACHMENT A – Area of authorized use



12/8/2020, 10:27:25 AM

1:1,128
0 35 70 140 ft
0 10 20 40 m

Authorized access gate

Area of authorized use
shaded and bounded in red

ATTACHMENT B – RULES

1. Entry gate shall be kept locked and secure at all times when Lessee is not on the premises.
2. Follow state and local regulatory/code requirements pertaining to water quality (groundwater, stormwater runoff, surface waters), air emissions, spills or discharges to the ground, and health and safety for the protection of the environment, the public, and others who may be onsite (i.e. City staff, contractors, etc.). Any permits needed to follow the foregoing requirements shall be the responsibility of the tenant/lessee, copied to the City, and maintain compliance with such permit(s) as part of the lease agreement.
3. Follow the City's Stormwater Pollution Prevention Plan (SWPPP) for the facility including any future updates as needed.
Note: The City's Stormwater Division may need to update the facility's stormwater pollution prevention plan (SWPPP) incorporating the new tenant operations or any other future activity or operations at the facility site.
4. A written plan describing the operations the Lessee will be performing and planned pollutant controls shall be provided to the Lessor for review and approval. This plan shall include any anticipated storage of dangerous/hazardous/toxic products/materials stored and used onsite or any waste materials generated and stored until properly disposed or recycled.
5. A survey of the area of authorized use shall occur upon each departure of the site to insure that no unauthorized persons are on the premises.
6. Storage of materials shall be such that access by the Lessor to all portions of the site with vehicles and equipment is maintained.
7. Parked vehicles shall not block access gates, driveways or entry doors.
8. Lessee agrees not to discriminate against persons regardless of sex, race, creed, color, religion, ethnic origin, sexual orientation, disability, age or against any other group protected by law.
9. Lessee shall comply with all federal, state and local laws.
10. Lessee shall provide to the Director of Public Works a list of the name, address and telephone number of each person issued a key to the Premises. Further, provide notice to each person issued a key that he/she shall not make a copy or loan out such a key, and if it is discovered that he/she has done so, he/she shall be prohibited from use of the Premises for a minimum of sixty (60) days and not be issued any further keys.
11. Lessee shall provide his/her own lock for the access gate. The locking mechanism used shall allow dual locks to be attached to permit City access at any time.
12. The City will have ongoing access to the Premises at all times.
13. Lessee shall only use the gate access as shown on Attachment A.
14. Lessee shall not have access to the interior of buildings on site, except as shown on Attachment A.

End.