



# 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 Angie Wean  
Council Member Spencer Boudreau  
Council Member Hillary Strobel  
Council Member Christopher Ortiz*

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Thursday, April 14, 2022

7:00 PM

2nd Floor, City Hall

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NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, April 14th at 7:00 p.m. The topics of discussion follow. Final disposition shall be taken on no other matter. The meeting is also available by Zoom.

Zoom meeting link: <https://us02web.zoom.us/j/89565296626>

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  
1 346 248 7799  
1 408 638 0968  
1 669 900 6833  
1 301 715 8592  
1 312 626 6799  
1 646 876 9923

Webinar ID: 895 6529 6626

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

1. CALL TO ORDER
2. INVOCATION\*/FLAG SALUTE
3. ROLL CALL
4. APPROVAL OF MINUTES  
  
22-000195 MARCH 24TH SPECIAL MEETING MINUTES  
MARCH 24TH REGULAR MEETING MINUTES
5. CHANGES TO THE AGENDA

**6. PRESENTATIONS & AWARDS**

22-000193 PROCLAMATION: FAIR HOUSING MONTH - APRIL 2022

22-000225 PROCLAMATION: CHILD ABUSE PREVENTION MONTH, SEXUAL ASSAULT AWARENESS MONTH, NATIONAL CRIME VICTIMS RIGHTS WEEK (APRIL 24-30, 2022)

RECIPIENT: Deborah Nelson, Program Manager-Emergency Support Shelter

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

22-000204 YOUTH SPORTS FIELD ACCESS

**RECOMMENDED ACTION:**

MOTION TO APPROVE THE PARKS AND RECREATION ADVISORY BOARD'S RECOMMENDATION TO REQUIRE PUBLIC ACCESS TO ALL YOUTH SPORTS FIELDS DURING PARK OPEN HOURS.

22-000205 LONGVIEW GIRLS SOFTBALL FENCE PROPOSAL

**RECOMMENDED ACTION:**

MOTION TO APPROVE THE PARK AND RECREATION ADVISORY BOARD RECOMMENDATION FOR THE 7TH AVENUE SOFTBALL FENCE PROJECT AS APPROVED BY THE BOARD.

22-000206 2022 NEIGHBORHOOD PARK GRANT APPLICATIONS

**RECOMMENDED ACTION:**

MOTION TO APPROVE THE PARKS AND RECREATION ADVISORY BOARD'S RECOMMENDATIONS FOR THE 2022 NEIGHBORHOOD PARK GRANT PROGRAM.

**11. ORDINANCES & RESOLUTIONS****12. MAYOR'S REPORT****13. COUNCILMEMBERS' REPORTS****14. CONSENT CALENDAR**

22-000208 APPROVAL OF CLAIMS

22-000194 RESOLUTION NO. 2402 ACCEPTING THE LONGVIEW PUBLIC DEVELOPMENT AUTHORITY'S 2021 ANNUAL REPORT TO THE CITY

**RECOMMENDED ACTION:**

MOTION TO ADOPT RESOLUTION NO. 2402

22-000203 REQUEST TO SET PUBLIC HEARING FOR APRIL 28, 2022, FOR AMENDMENT TO HUD ANNUAL ACTION PLAN: REPURPOSE 2018 HOME FUNDS FROM PURCHASE HOME

FOR AFFORDABLE HOUSING FOR VETERANS, TO TENANT BASED RENTAL ASSISTANCE.

**RECOMMENDED ACTION:**

SET PUBLIC HEARING FOR APRIL 28, 2022 FOR AMENDMENT TO HUD ANNUAL ACTION PLAN TO REPURPOSE \$88,745 IN 2018 HOME FUNDS TO TBRA.

**22-000226 BID REVIEW – LAKE SACAJAWEA PARK RESTORATION**

**RECOMMENDED ACTION:**

MOTION TO ACCEPT THE LOW BID AND AWARD TO MIDWAY UNDERGROUND SCHEDULES A & B IN THE AMOUNT OF \$911,084.26

**22-000227 CONSULTANT AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL FOR BEECH STREET BOX CULVERT OPEN CHANNEL**

**RECOMMENDED ACTION:**

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL

**22-000234 RESOLUTION NO. 2404: SURPLUS PROPERTY (FLEET)**

**RECOMMENDED ACTION:**

ADOPT THE RESOLUTION DECLARING THE EQUIPMENT IDENTIFIED IN EXHIBIT "A" SURPLUS AND AUTHORIZE THE CITY MANAGER TO SELL OR DISPOSE OF IT IN THE MOST ADVANTAGEOUS MANNER.

**15. CITY MANAGER'S REPORT**

**22-000230 2022 EXTENSION AND RENEWAL OF AGREEMENT FOR COWLITZ COUNTY MINI-RURAL LIBRARY DISTRICT SERVICES**

**RECOMMENDED ACTION:**

MOTION TO APPROVE EXTENSION/RENEWAL OF THE AGREEMENT.

**22-000232 ATU COLLECTIVE BARGAINING AGREEMENT**

**RECOMMENDED ACTION:**

MOTION TO APPROVE THE ATU COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024.

**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, APRIL 28, 2022 - 7:00 P.M.  
THURSDAY, MAY 12, 2022 - 7:00 P.M.**

**NEXT SPECIAL COUNCIL MEETINGS:  
THURSDAY, APRIL 21, 2022 - 6:00 P.M. DOWNTOWN PARKING  
THURSDAY, APRIL 28, 2022 - 6:00 P.M. STORMWATER DISCUSSION**



# City of Longview

1525 Broadway  
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## Minutes

### City Council

*Mayor MaryAlice Wallis  
Mayor Pro Tem Michael Wallin  
Council Member Ruth Kendall  
Council Member Angie Wean  
Council Member Spencer Boudreau  
Council Member Hillary Strobel  
Council Member Christopher Ortiz*

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Thursday, March 24, 2022

5:00 PM

2nd Floor, City Hall

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**NOTICE IS HEREBY GIVEN**, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, March 24, 2022 at 5:00 p.m. The topics of discussion follow. Final disposition shall be taken on no other matter. This meeting is also available via Zoom.

Zoom meeting link: <https://us02web.zoom.us/j/86701210391>

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

Dial any of the following:

1-253-215-8782  
1-408-638-0968  
1-669-900-6833  
1-346-248-7799  
1-312-626-6799  
1-646-876-9923  
1-301-715-8592

Webinar ID: 867 0121 0391

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1. **CALL TO ORDER**

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

2. **ROLL CALL**

**Present:** Mayor Wallis, Mayor Pro Tem Wallin, Councilmember Kendall, Councilmember Wean, Councilmember Strobel, Councilmember Boudreau, Councilmember Schott, Councilmember Ortiz

**Absent:** No absences

**Staff Present:** City Manager Kurt Sacha; City Clerk Kaylee Cody; Human Resources Director Chris Smith; Parks & Recreation Director Jen Wills; Parks and Recreation Justin Brown; Police Chief Robert Huhta; Administrative Services Director Kris Swanson

### 3. WORKSHOP

#### **22-000173 OVERVIEW OF PARK FACILITY USE AND MAINTENANCE**

*Parks & Recreation Director Jen Wills presented.*

*Guests included members of the Parks & Recreation Advisory Board: Claire Pang, Glenda Johnson, Jenny Oskey & Michelle Rabideau  
Kacy Clark with Longview Youth Baseball  
Krissi Falk with Longview Girls Softball  
James (Mac) McGregor with Longview Soccer  
Mike Barbee with Longview Babe Ruth*

*No final action was taken. This topic will be brought before the City Council at a regular meeting for further action.*

### 4. ADJOURNMENT

*The meeting was adjourned at 6:56 p.m.*

Kaylee Cody  
City Clerk

Approved: \_\_\_\_\_  
Mayor

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**NEXT REGULAR COUNCIL MEETINGS:  
THURSDAY, APRIL 14, 2022- 7:00 P.M.  
THURSDAY, APRIL 28, 2022- 7:00 P.M.**

**NEXT COUNCIL WORKSHOPS:  
THURSDAY, APRIL 14, 2022- 6:00 P.M.- BIKE/PEDESTRIAN MASTER PLAN  
THURSDAY, APRIL 21, 2022- 6:00 P.M.- DOWNTOWN PARKING**



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## Minutes

### City Council

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**Webinar ID: 867 0121 0391**

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**1. CALL TO ORDER**

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

**2. INVOCATION\*/FLAG SALUTE**

**3. ROLL CALL**

**Present:** Mayor Wallis, Mayor Pro Tem Wallin, Councilmember Kendall, Councilmember Wean, Councilmember Strobel, Councilmember Boudreau, Councilmember Schott, Councilmember Ortiz

**Absent:** No absences

**Staff Present:** City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Public Works Director Ken Hash; Community and Economic Development Director Ann Rivers; Parks & Recreation Director Jen Wills; Fire Chief Jim Kambeitz; Police Chief Robert Huhta; Interim Library Director Keith Larson; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson; Fleet/Facilities Maintenance Manager Keith Walling

**4. APPROVAL OF MINUTES**

**22-000160 MARCH 10TH SPECIAL MEETING 2:00 P.M.  
MARCH 10TH SPECIAL MEETING 6:00 P.M.  
MARCH 10TH REGULAR MEETING  
MARCH 15TH SPECIAL MEETING**

*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**

**22-000174 NATIONAL LIBRARY WEEK, APRIL 3 - 9, 2022**

**RECIPIENT: KEITH LARSON, INTERIM LIBRARY DIRECTOR**

*Mayor Wallis presented the proclamation to interim Library Director Keith Larson.*

**22-000176 ARBOR DAY - APRIL 13, 2022**

**RECIPIENT: JENNIFER WILLS, PARKS & RECREATION DIRECTOR**

*Mayor Wallis presented the proclamation to the Parks & Recreation Advisory Board.*

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

*Karen Jones of Longview provided public comment.*

*Martin Wells of Longview provided public comment.*

*Shawn Higgins of Longview provided public comment.*

*Shanna Gilman of Longview provided public comment.*

*Vicki Eckert of Longview provided public comment.*

*Derek Fine of Winlock provided public comment.*

*An individual who did not provide their name provided public comment.*

*Crystal Moldenhaur of Longview provided public comment.*

*Keenan Harvey of Kelso provided public comment.*

*Mr. Perez of Longview provided public comment.*

*Mary Lyons of Longview provided public comment.*

*Devin Henthorn of Longview provided public comment.*

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

**9. PUBLIC HEARINGS**

**10. BOARD & COMMISSION RECOMMENDATIONS**

**11. ORDINANCES & RESOLUTIONS**

**12. MAYOR'S REPORT**

*Mayor Wallis presented the Certificate of Municipal Leadership to Councilor Kendall and welcomed Councilor Ortiz to the Council.*

**13. COUNCILMEMBERS' REPORTS**

*Councilor Strobel provided a verbal report.*

*Councilor Wallin provided a verbal report.*

*Councilor Wean provided a verbal report.*

*Councilor Boudreau provided a verbal report.*

*Councilor Kendall provided a verbal report.*

**14. CONSENT CALENDAR**

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

**22-000161 APPROVAL OF CLAIMS**

**22-000179 CONSULTANT AGREEMENT WITH BHC CONSULTANTS, LLC FOR RESERVOIR 5 ROOF REPLACEMENT PROJECT**

**RECOMMENDED ACTION:**

**MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH BHC CONSULTANTS, LLC.**

**15. CITY MANAGER'S REPORT**

**22-000175 2022 FEDERAL LEGISLATIVE AGENDA****RECOMMENDED ACTION:****MOTION TO ADOPT THE 2022 FEDERAL LEGISLATIVE AGENDA**

*Joel Rubin of CFM Advocates presented.*

*Chris Paolini, Manager of the Southwest Washington Regional Airport, spoke about the federal legislative agenda and projects at the airport.*

*A motion was made by Councilor Strobel, seconded by Councilor Boudreau, to adopt the 2022 Federal Legislative Agenda with an amendment to include \$2.5 million for SW WA Regional Airport. The motion carried unanimously.*

**22-000185 AMERESCO ENERGY AUDIT AND FACILITY CONDITION ASSESSMENT FOR THE CITY OF LONGVIEW****RECOMMENDED ACTION:****MOTION TO APPROVE THE AMERESCO ENERGY AUDIT AND FACILITIES CONDITION ASSESSMENT FEE PROPOSAL IN THE AMOUNT OF \$80,890.00**

*A motion was made by Councilor Boudreau, seconded by Councilor Ortiz, to approve the Ameresco Energy Audit and Facilities Condition Assessment Fee Proposal in the amount of \$80,890.00. The motion carried unanimously.*

**16. MISCELLANEOUS****17. ADJOURNMENT**

*The meeting was adjourned at 8:50 p.m.*

*Kaylee Cody  
City Clerk*

*Approved: \_\_\_\_\_  
Mayor*

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**NEXT REGULAR COUNCIL MEETINGS:**

**THURSDAY, APRIL 14, 2022- 7:00 P.M.**

**THURSDAY, APRIL 28, 2022- 7:00 P.M.**

**NEXT COUNCIL WORKSHOPS:**

**THURSDAY, APRIL 14, 2022- 6:00 P.M.- BIKE/PEDESTRIAN MASTER PLAN**

**THURSDAY, APRIL 21, 2022- 6:00 P.M.- DOWNTOWN PARKING**

# *Proclamation*

## *City of Longview, Washington*

### *April is Fair Housing Month*

*WHEREAS, On April 11, 1968 the Fair Housing Act was enacted into law, recognizing that every American should have the right to purchase or rent shelter of choice regardless of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity; and*

*WHEREAS, the City of Longview, Washington is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and*

*WHEREAS, the location that people live has a direct impact on the quality of their health, education, and access to economic opportunities; and*

*WHEREAS, discriminatory housing practices create racial and economic segregation in communities that can lead to disparate outcomes in overall quality of life, and we are committed to programs to help educate the public about the right to legal housing in the State of Washington; and*

*WHEREAS, the City of Longview believes that access to fair housing laws have made our communities stronger and more vibrant in Washington State; and*

*Now, THEREFORE, I, MaryAlice Wallis, Mayor of the City of Longview celebrate and proclaim April 2022 as **Fair Housing Month** and thank the many people in our community who aspire to open the doors of opportunity of housing to all people free from any discrimination.*

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 14<sup>th</sup> day of April 2022.*

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*MaryAlice Wallis, Mayor*

# *Proclamation*

## *City of Longview, Washington*

### *Child Abuse Prevention and Sexual Assault Awareness Month & National Crime Victims' Rights Week*

*WHEREAS, 25 million individuals in the United States are victims of crime each year, including over 6 million victims of violent crime; and 1 in 5 women and 1 in 6 men experience sexual violence during their lifetime; and over 7.5 million reports of child abuse are made annually; and*

*WHEREAS, a just society acknowledges the impact of these crimes on individuals, families, and communities and helps to ensure that tools, information and services are available for underserved segments of the affected population, including victims with disabilities and mental illnesses, victims who are children, teenagers, elderly, or from urban and rural areas or communities of color; and*

*WHEREAS, although our Nation has steadily expanded rights, protections, and services for victims of crime, too many are still not able to realize the hope and promise of these gains; and*

*WHEREAS, observing victims' rights and treating victims with dignity and respect serves the public interest; and*

*WHEREAS, the Washington Coalition of Sexual Assault Programs (WCSAP) is committed to uniting agencies engaged in eliminating all forms of sexual violence through education, advocacy, victim services and community action across the state; and*

*WHEREAS, local officials, law enforcement, prosecutors, advocates, and service providers must work in collaboration to empower, protect, and respond to victims of crime and abuse;*

*Now, THEREFORE, I, MaryAlice Wallis, Mayor of the City of Longview, recognize the important work done by individuals and organizations that demonstrate outstanding works that support public awareness of rights, needs and concerns of victims and victim services and do hereby proclaim the month of April as **Child Abuse Prevention & Sexual Assault Awareness Month** and April 24<sup>th</sup> through April 30<sup>th</sup>, 2022 as the 41st anniversary of **National Crime Victims' Rights Week**.*

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 14th day of April, 2022.*

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*MaryAlice Wallis, Mayor*



# City of Longview

## Agenda Summary

### **YOUTH SPORTS FIELD ACCESS**

#### **RECOMMENDED ACTION:**

**MOTION TO APPROVE THE PARKS AND RECREATION ADVISORY BOARD'S RECOMMENDATION TO REQUIRE PUBLIC ACCESS TO ALL YOUTH SPORTS FIELDS DURING PARK OPEN HOURS.**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Address quality of place issues

#### **CITY ATTORNEY REVIEW: N/A**

#### **SUMMARY STATEMENT:**

At the Monday, March 21, 2022, Longview Parks and Recreation Advisory Board meeting a motion was passed to recommend allowing public access to all youth sports fields during park open hours. Currently, the Parks and Recreation Department has agreements for field usage with Longview Youth Baseball at John Null Park, Longview Babe Ruth at Roy Morse Park, Longview Girls Softball at 7th Avenue Park, and Longview Soccer Club at 7th Avenue Park. Park hours are from dawn to dusk.

#### **STAFF CONTACT:**

Jennifer Wills, Director of Parks and Recreation

Attachments: None



# City of Longview

## Agenda Summary

### **LONGVIEW GIRLS SOFTBALL FENCE PROPOSAL**

#### **RECOMMENDED ACTION:**

**MOTION TO APPROVE THE PARK AND RECREATION ADVISORY BOARD RECOMMENDATION FOR THE 7TH AVENUE SOFTBALL FENCE PROJECT AS APPROVED BY THE BOARD.**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Enhance public safety & emergency response  
Address quality of place issues

#### **CITY ATTORNEY REVIEW: N/A**

#### **SUMMARY STATEMENT:**

The Longview Girls Softball Association applied for a Neighborhood Park Grant to install fencing around the core area of the softball facility at 7th Avenue Park (Attachment 1). The proposed fence plan is intended to close off the core area to deter damage and vandalism to the area near the concession stand. This proposal would include locking the area unless the area is being used by those within the youth sports program or school district. At the Monday, March 7, 2022, Park and Recreation Advisory Meeting a motion to recommend the proposed fencing project with the additional of two man gates placed at the bullpens allowing unrestricted access to playing fields 1 and 3 (Attachment 2).

#### **STAFF CONTACT:**

Jennifer Wills, Director of Parks and Recreation

#### **Attachments:**

1. Attachment 1 - Original Fence Proposal
2. Attachment 2 - Board Recommendation Proposal



Red Lines = Proposed Fences  
Blue Area = Closed Off Area



Red Lines = Proposed Fences  
Blue Area = Closed Off Area  
Orange Lines = Proposed Accessible Gates



# City of Longview

## Agenda Summary

### 2022 NEIGHBORHOOD PARK GRANT APPLICATIONS

#### **RECOMMENDED ACTION:**

**MOTION TO APPROVE THE PARKS AND RECREATION ADVISORY BOARD'S RECOMMENDATIONS FOR THE 2022 NEIGHBORHOOD PARK GRANT PROGRAM.**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Address quality of place issues

#### **CITY ATTORNEY REVIEW: N/A**

#### **SUMMARY STATEMENT:**

The Neighborhood Park Grant Program is a capital program (budgeted in the capital projects fund) initiated by the City Council as a means of giving community groups the opportunity to improve and invest in their parks, and the city the ability to stretch its capital funds. Annually since 1997, the Parks and Recreation Advisory Board has evaluated applications from neighborhood and community groups, sports organizations, service clubs, and individuals wishing to invest in a project within the park system.

The board's recommendations are then presented to the council for final approval. Over the past 25 years, the annual allocation of \$25,000 has been used to fund a wide variety of projects. (See the attached list of past sponsors and their projects.) Along with whatever city funds are approved, project applicants are required to contribute a matching amount in cash and/or the value of paid labor and materials; in other words they contribute out of pocket expenses for projects on at least a 1:1 ratio, and sometimes much more.

Applicants must complete their projects in entirety and then submit for reimbursement for out of pocket expenses up to 50% of the total cost of the project. Project applications are evaluated on the basis of community need, community impact (who will benefit from a project), extent of facility usage or availability during the year, project life span and cost-benefit, future maintenance requirements, readiness to proceed, partnering, enhancement of safety and security, and other factors. The parks board met last month to review applications for funding and are now submitting the recommendations. Copies of all of the applications received are also attached for the Council's information.

This year there were four applications submitted for the Neighborhood Park Grant Program:

Longview Soccer Club | Soccer Goals at 7th Avenue | Project Total \$6,570

Longview 23 Club | Arch Replacement at Lake Sacajawea | Project Total \$28,398

Longview Girls Softball Assoc | Fencing Project at 7th Avenue | Project Total \$16,659

Mint Valley Racquet Complex | Court Resurfacing | Project Total \$35,000

The Longview Parks and Recreation Advisory Board is recommending the following for funding:

Longview Soccer Club - \$3,285

Longview 23 Club - \$2,940

#### **STAFF CONTACT:**

Jennifer Wills, Director of Parks and Recreation

#### **Attachments:**

1. 2022 NPG Matrix
2. 23 Club NPG 2022
3. Longview Soccer NPG 2022
4. Longview Softball NPG 2022
5. Mint Valley Racquet NPG 2022
6. NPG History 1997 - 2021



## 2022 NEIGHBORHOOD PARK GRANT APPLICATIONS

| Projects Recommended for Funding     |                   |                 |              |                  |                    |
|--------------------------------------|-------------------|-----------------|--------------|------------------|--------------------|
| Applicant                            | Project           | Location        | Project Cost | Amount Requested | Amount Recommended |
| Longview Soccer Club                 | Soccer Goals      | 7th Avenue Park | \$6,570      | \$3,285          | \$3,285            |
| Longview 23 Club                     | Arche Replacement | Lake Sacajawea  | \$28,398     | \$5,000          | \$2,940            |
| Total Amount Recommended for Funding |                   |                 |              |                  | \$6,225            |

| Other Project Submittals            |                   |                           |              |                  |                    |
|-------------------------------------|-------------------|---------------------------|--------------|------------------|--------------------|
| Applicant                           | Project           | Location                  | Project Cost | Amount Requested | Amount Recommended |
| Longview Girls Softball Association | Fencing Core Area | 7th Avenue Park           | \$16,659     | \$8,330          | \$0                |
| Mint Valley Capital Improvement Con | Resurface Courts  | Mint Valley Racquet Compl | \$35,000     | \$17,500         | \$0                |

# NEIGHBORHOOD PARK GRANT PROGRAM



Longview  
'23 Club  
Log Arch  
Replacement  
~Lake  
Sacajawea



## Longview Parks and Recreation Department Neighborhood Park Grant Application

Application deadline: February 11, 2022

PLEASE SUBMIT EIGHT (8) COPIES OF THIS APPLICATION AND  
EIGHT (8) COPIES OF ANY SUPPLEMENTAL MATERIALS

|                                                    |                      |                                          |
|----------------------------------------------------|----------------------|------------------------------------------|
| <b>Date</b>                                        | <b>Project Name</b>  | <b>Project Location</b>                  |
| 12/9/22                                            | Log Arch Replacement | Lake Sacajawea--Hemlock Plaza            |
| <b>Applicant (organization)</b>                    |                      | <b>Contact Person and Title</b>          |
| Longview '23 Club                                  |                      | Arleen R M Hubble                        |
| <b>Are you a non-profit organization?</b>          |                      | <b>If yes, what is your IRS Tax ID#?</b> |
| <input type="radio"/> Yes <input type="radio"/> No |                      | 91-1168892---Go 4th Festival non profit  |
| <b>Address</b>                                     |                      | <b>City/State/Zip</b>                    |
| 1515 22nd. Ave                                     |                      | Longview, Wa 98632                       |
| <b>Daytime Phone</b>                               | <b>Evening Phone</b> | <b>Email Address</b>                     |
| 360-431-0527                                       | 360-431-0527         | ahubble61@gmail.com                      |

### Project Description.

(Applicants are encouraged to attach additional pages including schematic drawings, site location drawings, maps, pictures, and photographs.)

We are working to replace the log arch that was brought down because the logs had rotted on the inside and also for safety reasons. We are working with JHKelly and many other businesses for help in designing and getting materials donated. These businesses are in the packet information.

### Project Relationship to Grant Rating and Instruction Criteria

(On a separate sheet of paper please explain how this project responds to the eight rating criteria listed in the application process. Addressing the eight criteria will enable the Parks and Recreation Advisory Board to evaluate the importance of the project against others that request funding. *Failure to address the criteria will result in an incomplete application and request denial.*)

- ☐ **Need:** Does the community have a need for this project? (Consider whether there are similar or complementary facilities in the area/community)
- ☐ **Community Impact:** Who will benefit from the project? Provide approximate number, range, and diversity of those likely to be served by or benefit from the project? Do they represent a significant underserved population?
- ☐ **Access:** Upon completion, what will the availability of the project be to the public during the year?
- ☐ **Financial Responsibility:** What is the potential life span of the project? What will the maintenance and replacement requirements of the project be, both immediate and long-term?
- ☐ **Cost Benefit:** Do the benefits outweigh the cost of the project? (Benefits include economic impact and community development, additional opportunities for play in the community, and reduction in youth related social problems.)
- ☐ **Compliance:** Does the project comply with the City of Longview's historic preservation plan, park and recreation comprehensive plan, and other city policy initiatives?
- ☐ **Readiness to Proceed:** How soon after the grant is approved can the project begin? (Discuss how quickly the applicant can complete the project by demonstrating availability of the required financial match; permits being secured; and availability of needed labor.)
- ☐ **Funding:** What are the applicant's potential sources of funding? (Please list all cash and in-kind goods and services) Are they already secured? Does the applicant identify partnership arrangements and what value does the partnership(s) bring to the project?

See page 3  
Project Prospectus

## Project Budget and Funding

### ESTIMATED BREAKDOWN OF THE PROJECT

|                                         |                          |             |   |
|-----------------------------------------|--------------------------|-------------|---|
| Provide Quotes and List of Supplies     | COST OF PAID SUPPLIES    | \$3,228.45  | % |
| Provide Quotes and Business Information | COST OF PAID SERVICES    | \$2,650.    | % |
| Provide Estimated Number and Hours      | HOURS OF VOLUNTEER LABOR | \$          | % |
| Provide Quotes and List of Supplies     | COST OF DONATED SUPPLIES | \$11,420    | % |
| Provide Quotes and Business Information | COST OF DONATED SERVICES | \$11,100    | % |
| TOTAL COST OF THE PROJECT:              |                          | \$28,398.45 |   |

### TOTAL CASH/DONATIONS AT TIME OF APPLICATION - READINESS TO PROCEED

|                                                                            |          |   |
|----------------------------------------------------------------------------|----------|---|
| SECURED APPLICANT CASH:                                                    | \$4,000  | % |
| *(Monetary value of all donations) SECURED APPLICANT DONATIONS:            | \$18,520 | % |
| *(Monetary value: 1 Hour = \$15.00) VOLUNTEER LABOR DONATION COMMITMENT: * | \$       | % |

\_\_\_\_\_ # of Volunteers X \_\_\_\_\_ # of Hours Donated = \_\_\_\_\_ Total Hours of Volunteer Labor Donations

**TOTAL OF SECURED FUNDING/DONATION FOR THE PROJECT:** \$ 22,520

**\* If the total of secured funding, including donations, does not equal the total cost of the project please provide below the timeline and steps that will be taken to ensure readiness to proceed.**

All the information containing services, labor and supplies are supplied in the packed with this application.

We have received \$4,000 from the Price foundation for the log staining.

### APPLICANT REQUEST: 50% REIMBURSEMENT OF EXPENDED FUNDS

Applicants may use cash, in-kind donations and services, and volunteer labor hours to account for the total cost of the project. Matching grant funds are only available for reimbursement on actual expenditures spent on supplies and services and not on donated items or labor.

**GRANT FUNDS REQUESTED FROM CITY OF LONGVIEW:** \$ 5,000.00

### ADDITIONAL PROJECT QUESTIONS

|                                                                                                                                               |                                                                                                                                                                                                                                              |                       |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| Will fees be charged in connection with using this project?<br><input type="radio"/> Yes <input type="radio"/> No<br>If yes, please describe: | Multi-year project?<br><input type="radio"/> Yes <input checked="" type="radio"/> No<br>(If yes, please describe)                                                                                                                            |                       |                         |
| Anticipated Start Date: <b>June 2022</b>                                                                                                      | Anticipated Date of Completion: <b>Dec. 2022</b>                                                                                                                                                                                             |                       |                         |
| Application completed by (print and sign name)<br><b>Arleen R M Hubble</b>                                                                    | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">           Title<br/>           Board Member         </td> <td style="width: 50%;">           Date<br/> <b>2/9/2022</b> </td> </tr> </table> | Title<br>Board Member | Date<br><b>2/9/2022</b> |
| Title<br>Board Member                                                                                                                         | Date<br><b>2/9/2022</b>                                                                                                                                                                                                                      |                       |                         |

Please return this application by February 11, 2022 to:

**City of Longview**  
**Parks and Recreation Department**  
**2920 Douglas St.**  
**Longview, WA 98632**

## 23 Club Log Arch Replacement Project

|                                    | Vendor                                             | Donated             | Outstanding        |
|------------------------------------|----------------------------------------------------|---------------------|--------------------|
| <b>Cost of Paid Supplies</b>       |                                                    |                     |                    |
| Stain                              | Log Home Store                                     | \$ -                | \$ 700.00          |
| Interpretive Sign                  | Interpretive Graphics                              | \$ -                | \$ 1,178.45        |
| Sign Installation Materials        | TBD                                                | \$ -                | \$ 100.00          |
| Donation Plaque                    | TBD                                                | \$ -                | \$ 1,000.00        |
| Hardware                           | Mt Log Homes & Timber                              | \$ -                | \$ 250.00          |
| Totals                             |                                                    | \$ -                | \$ 3,228.45        |
| <b>Cost of Paid Services</b>       |                                                    |                     |                    |
| Interpretive Panel Installation    | TBD                                                | \$ -                | \$ 250.00          |
| Staining                           | TBD                                                | \$ -                | \$ 2,400.00        |
| Totals                             |                                                    | \$ -                | \$ 2,650.00        |
| <b>Hours of Volunteer Labor</b>    |                                                    |                     |                    |
| N/A                                |                                                    | \$ -                | \$ -               |
| Totals                             |                                                    | \$ -                | \$ -               |
| <b>Cost of Donated Supplies</b>    |                                                    |                     |                    |
| Logs                               | Port Blakely                                       | \$ 1,500.00         | \$ -               |
| Hardware                           | Waite Specialty Equipment                          | \$ 750.00           | \$ -               |
| Concrete                           | CalPortland                                        | \$ 2,500.00         | \$ -               |
| Rebar                              | JH Kelly ( <i>Offset with Price Found. Grant</i> ) | \$ 750.00           | \$ -               |
| Formwork                           | JH Kelly                                           | \$ 1,020.00         | \$ -               |
| Small Tools & Consumables          | JH Kelly                                           | \$ 500.00           | \$ -               |
| JHK Equipment                      | JH Kelly                                           | \$ 4,400.00         | \$ -               |
| Totals                             |                                                    | \$ 11,420.00        | \$ -               |
| <b>Cost of Donated Services</b>    |                                                    |                     |                    |
| Log Preparation                    | Mt Log Homes & Timber                              | \$ 1,500.00         | \$ -               |
| Formwork Carpentry                 | JH Kelly                                           | \$ 1,000.00         | \$ -               |
| Excavation                         | JH Kelly                                           | \$ 2,400.00         | \$ -               |
| Concrete Finishing                 | JH Kelly                                           | \$ 2,600.00         | \$ -               |
| Arch Erection                      | JH Kelly ( <i>Offset with Price Found. Grant</i> ) | \$ 3,600.00         | \$ -               |
| Totals                             |                                                    | \$ 11,100.00        | \$ -               |
| <b>Total Donated</b>               |                                                    | <b>\$ 22,520.00</b> |                    |
| <b>Total Outstanding</b>           |                                                    |                     | <b>\$ 5,878.45</b> |
| <b>Total Cost of the Project</b>   |                                                    | <b>\$</b>           | <b>28,398.45</b>   |
| <b>Secured Applicant Cash</b>      |                                                    | <b>\$</b>           | <b>4,000.00</b>    |
| <b>Secured Applicant Donations</b> |                                                    | <b>\$</b>           | <b>18,520.00</b>   |



# Log Arch Replacement Project Prospectus

Project Prospectus

## Log Arch Replacement Project





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| A. Project Overview .....         | 1 |
| B. Scope Description.....         | 2 |
| C. Grant Selection Criteria ..... | 3 |
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| E. Drawings.....                  | 6 |



### Project Overview

This project is for the construction of a replacement log arch at the intersection of the promenade and Kessler Blvd at Lake Sacajawea.

Originally, erected in 1973 and dedicated in 1976, the Longview 23 Club erected the original Log Arch to commemorate the 1924 Pageant of Progress, which featured several log arch structures similar to what was eventually erected at the lake. In October of 2019, the log arches erected by the '23 Club were demolished by the City of Longview after it was determined that they had rotted and were no longer structurally sound.

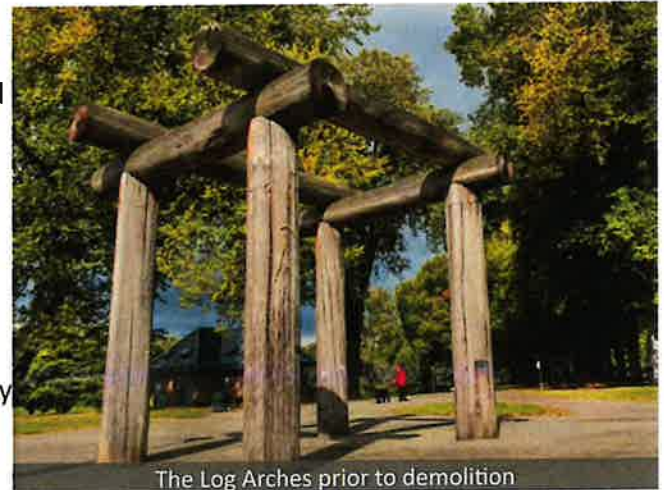
The Longview '23 Club JH Kelly is working with JH Kelly and several other donors to replace the demolished arches with a new log arch structure that duplicates the original arch dimensions and layout, but will be placed on concrete footings. The replacement structure should be more resistant to damage from the elements and will be safer in the event of any seismic activity.

While Lake Sacajawea is listed on the National Register of Historic Places, the arch was technically “Non-historical and Non-contributing” because it was constructed less than 50 years ago (the threshold for a component of a historic property to gain historical significance). Nonetheless, the arch is considered to have considerable cultural relevance to the city and the park and has been sorely missed since it’s demolition.

### Donors

JH Kelly’s contribution to the project in terms of both capability and resources (both financial and technical) are critical to the success of the project and are appreciated by both the Longview 23 Club and the citizens of the city. While JH Kelly will be the principal donor and will act as the GC for the project, other firms are also contributing, including the following:

- Port Blakely - Logs
- Waypoint Engineering - Design
- Mt Log & Timber - Peeling & Prepping the Logs
- Waite Specialty - Hardware & Signage
- CalPortland - Concrete



The Log Arches prior to demolition



'23 Club dedication plaque from the old arches



Pageant of Progress arches that inspired those at the Lake



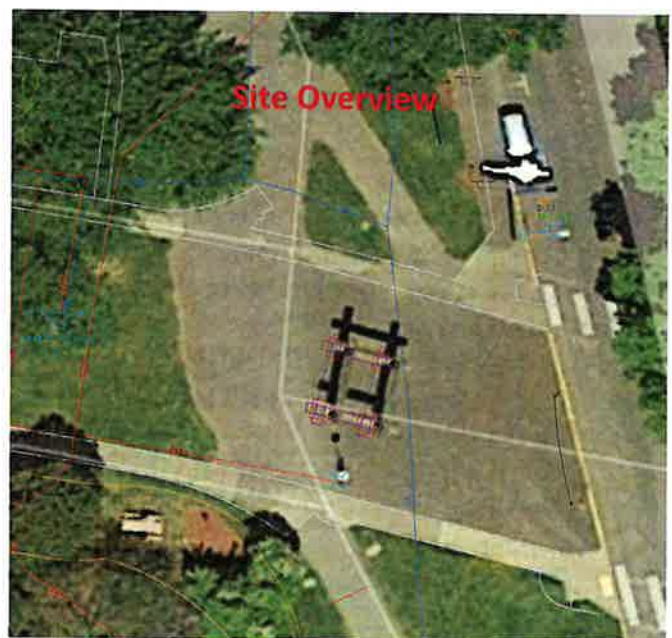
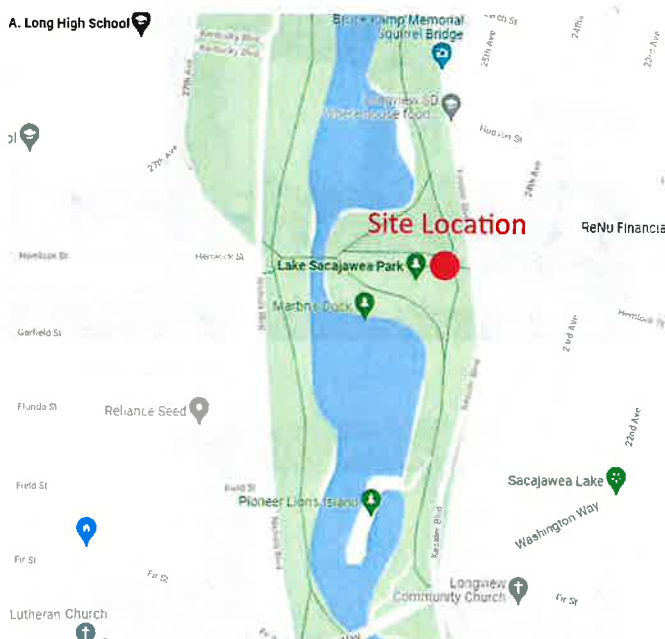
Another view of the Pageant of Progress arches



### Scope Description

The project is relatively simple and will include the following scope of work:

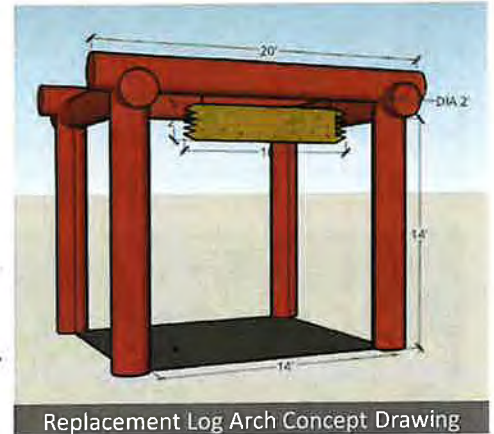
- **Design:** The design for the structure has been completed by Waypoint Engineering. It duplicates the original footprint of the log arch structure erected in 1973, but incorporates a more robust hardware design and concrete footings.
- **Fabrication & Galvanizing the Hardware:** Waite Specialty has agreed to fabricate and galvanize the hardware per the design prepared by Waypoint.
- **Peeling & Prepping the Logs:** The logs are currently in Mt Log & Timber's Kalama yard. They will peel the logs and prep them by cutting them to size and preparing all of the joints for both fitment and to accept the hardware fabricated by Waite.
- **Sanding & Staining the Logs:** Prior to erection, the logs will be sanded and stained. JH Kelly will pick the logs up from Mt Log & Timber's yard and complete this work in our Civil Fab Shop. Storing the logs in our yard after this is completed.
- **Form Prefabrication:** JH Kelly's Civil Fab Shop will prefabricate the forms in accordance with the design prepared by Waypoint.
- **Locates:** Locates will be completed prior to excavation. The CAD backgrounds provided by the city show that the site is in close proximity to an existing waterline.
- **Excavating & Placing Forms:** JH Kelly craft will secure the site from pedestrian traffic and vandalism, excavate, and place the forms.
- **Concrete:** Concrete will be provided by CalPortland with JH Kelly craft completing the pour and finish. After the concrete has cured, JH Kelly craft will remove the forms and backfill.
- **Structure Erection:** Finally, JH Kelly craft will transport the logs to the site, erect the structure, and install the signage. An additional coat of stain will also be required after the structure is erected.





### Need

As we have identified in the project overview, we believe that the log arches filled a cultural need for the community and have been sorely missed since demolition. They served as both a wayfinding aid and as a point of pride for the community. The replacement arch project has galvanized community spirit and, once erected, it will serve the community in the same manner that the previous arches did. The new arches will also be coupled with an interpretive aid in the form of a "Welcome to Longview" sign and an interpretive panel explaining the genesis of the arches and the historic arches they are meant to emulate. As a result, the new arch will serve a public history mission as well.



Replacement Log Arch Concept Drawing

### Community Impact

The arches will be situated in an accessible and public area. Because there is no barrier to access and the arch location is adjacent to other attractions (a playground, picnic area, restrooms, and an event venue), we believe that the replacement will also serve to engage individuals, through the interpretive components, that might not otherwise have been interested in the history of the community. We do not have access to demographic information about park visitors at Lake Sacajawea, but it is the flagship of the Longview park system and the location where the replacement arch will be erected is one of the most heavily trafficked areas of the park. As such, we believe that this project will serve the community equitably and will benefit all demographics. The site is also ADA accessible and the interpretive panel will be mounted to allow for ADA access as well.

### Access

This project will be available to the public all year.

### Financial Responsibility

The previous arches were in place for nearly fifty years. These replacement arches have been designed to withstand the elements better than the predecessor arches through the use of concrete footings and galvanized steel embeds. As such, we believe that the arches will have a 50 year lifespan at a minimum. We do not anticipate that the arches will require regular maintenance during that period.

### Cost Benefit

Because we do not foresee a regular maintenance requirement and because the initial cost of the project will be defrayed through a combination of donor and grant funding, we believe that the costs are substantially outweighed by benefit to the community.

### Compliance

This project and the associated signage has received Historic Preservation Commission approval (CA 2021-5 and associated addendums). It will require a no-fee permit, which JH Kelly will obtain prior to the performance of onsite work. As such, the project is in compliance with applicable city policies and initiatives.

### Readiness to Proceed

This project is already underway. Preparatory efforts, including the fabrication of hardware and preparation of the logs is already in progress. The work has been coordinated with other projects that the City of Longview intends to perform in close proximity the project site. For additional information related to the timing of the project, please see the project schedule included as an attachment to this package.

## C. Grant Selection Criteria



### Funding

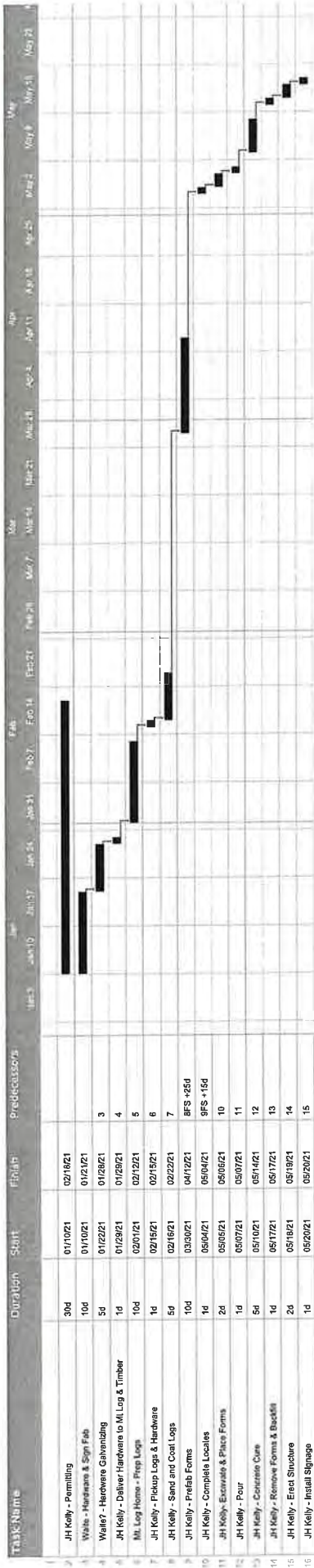
The following is an overview of the anticipated immediate costs of the project. JH Kelly has agreed to pay a portion of these costs. However, we are hoping to obtain this grant to help defray some of the costs and the additional anticipated costs associated with the production and placement of an interpretive panel.

| Description               | Quantities | Unit | Total Man Hours | Labor Cost | Material Cost | Subcontractor Cost | Equipment Cost | Other Cost         | Total Cost |
|---------------------------|------------|------|-----------------|------------|---------------|--------------------|----------------|--------------------|------------|
| Project Manager           | 1          | WKS  | 0               | \$ -       | \$ -          | \$ -               | \$ -           | \$ -               | \$ -       |
| Supervisor                | 1          | WKS  | 0               | \$ -       | \$ -          | \$ -               | \$ -           | \$ -               | \$ -       |
| Project engineer          | 1          | WKS  | 0               | \$ -       | \$ -          | \$ -               | \$ -           | \$ -               | \$ -       |
| Excavation                | 4          | EA   | 32              | \$ 2,400   | \$ -          | \$ -               | \$ -           | \$ -               | \$ 2,400   |
| Concrete                  | 4          | EA   | 48              | \$ 3,600   | \$ 1,020      | \$ -               | \$ -           | \$ -               | \$ 4,620   |
| Log installation          | 1          | LS   | 48              | \$ 3,600   | \$ -          | \$ -               | \$ -           | \$ -               | \$ 3,600   |
| Log procurement           | 1          | LS   | 0               | \$ -       | \$ -          | \$ -               | \$ -           | \$ -               | \$ -       |
| Steel procurement         | 1          | LS   | 0               | \$ -       | \$ -          | \$ -               | \$ -           | \$ -               | \$ -       |
| Log staining              | 1          | LS   | 32              | \$ 2,400   | \$ 700        | \$ -               | \$ -           | \$ -               | \$ 3,100   |
| Small tools & Consumables | 28         | WKS  | 0               | \$ -       | \$ -          | \$ -               | \$ -           | \$ 500             | \$ 500     |
| JHK Equipment             | 28         | WKS  | 0               | \$ -       | \$ -          | \$ -               | \$ 4,400       | \$ -               | \$ 4,400   |
| <b>Totals</b>             |            |      | 160             | \$ 12,000  | \$ 1,720      | \$ -               | \$ 4,400       | \$ 500             | \$ 18,620  |
|                           |            |      |                 |            |               |                    |                | <b>Tax</b>         | \$ 1,862   |
|                           |            |      |                 |            |               |                    |                | <b>Grand Total</b> | \$ 20,482  |

In addition to the significant contributions of JH Kelly, the following companies have agreed to or have already provided in-kind donations to the project.

- Port Blakely - Logs
- Waypoint Engineering - Design
- Mt Log & Timber - Peeling & Prepping the Logs
- Waite Specialty - Hardware & Signage
- CalPortland - Concrete

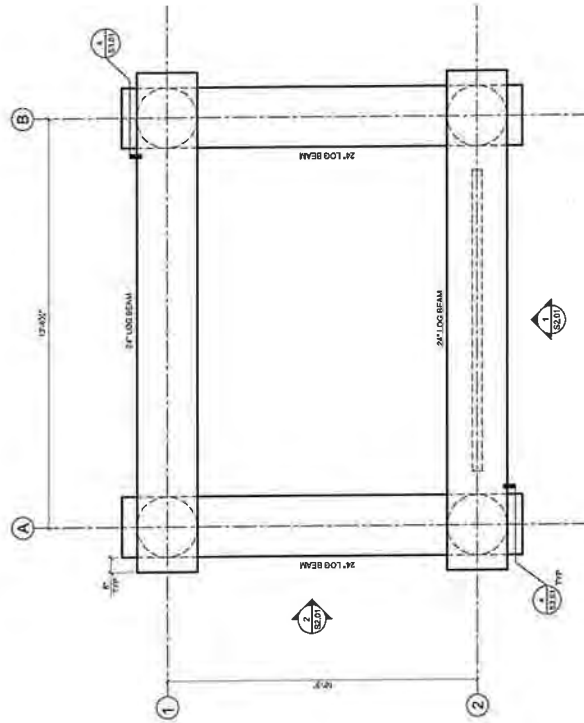
# 21099-88.06 - Log Arch Replacement Project



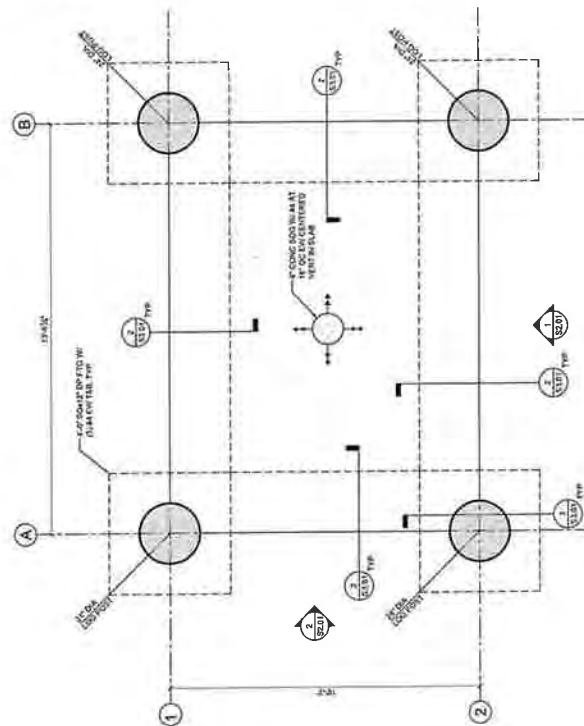
[illegible]

## FORMWORK (CAST-IN-PLACE CONCRETE)

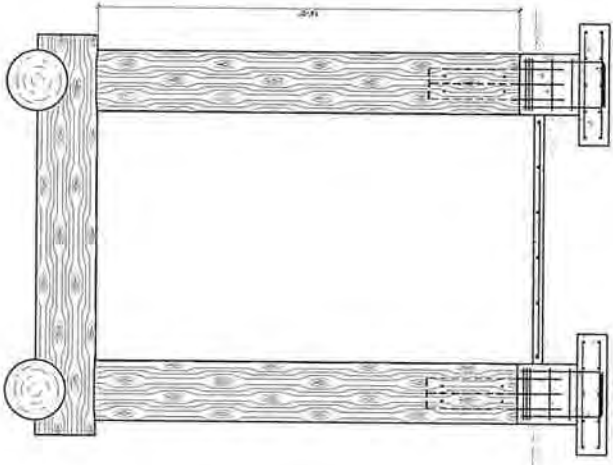
| BAR SIZE | 1.5P COVER |       | 2.0P COVER |       | 3.0P COVER |       |
|----------|------------|-------|------------|-------|------------|-------|
|          | TEMP.      | OTHER | TEMP.      | OTHER | TEMP.      | OTHER |
| #4       | 12         | 12    | 12         | 12    | 12         | 12    |
| #5       | 12         | 12    | 12         | 12    | 12         | 12    |
| #6       | 12         | 12    | 12         | 12    | 12         | 12    |
| #7       | 12         | 12    | 12         | 12    | 12         | 12    |
| #8       | 12         | 12    | 12         | 12    | 12         | 12    |
| #9       | 12         | 12    | 12         | 12    | 12         | 12    |
| #10      | 12         | 12    | 12         | 12    | 12         | 12    |
| #11      | 12         | 12    | 12         | 12    | 12         | 12    |
| #12      | 12         | 12    | 12         | 12    | 12         | 12    |



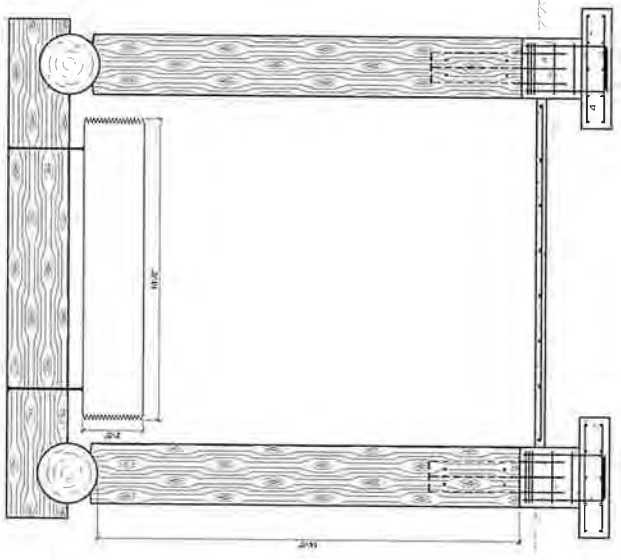
2 CANOPY PLAN  
SCALE: 1/8" = 1'-0"



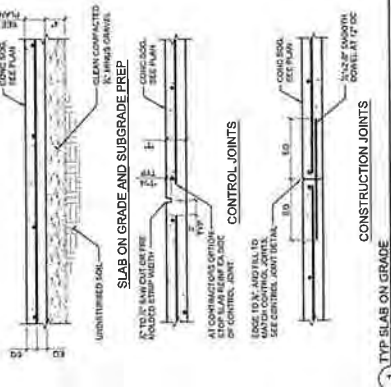
1 FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION  
1/16" = 1'-0"



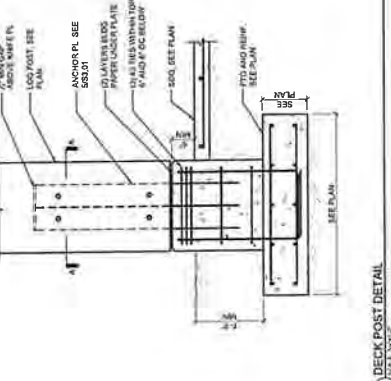
1 SOUTH ELEVATION  
1/16" = 1'-0"



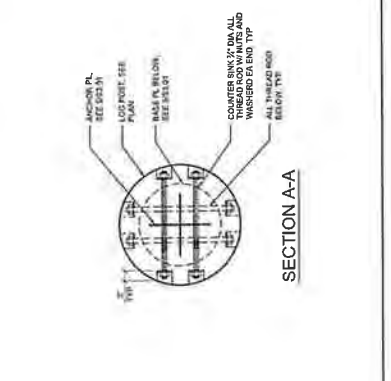
1 TYP SLAB ON GRADE



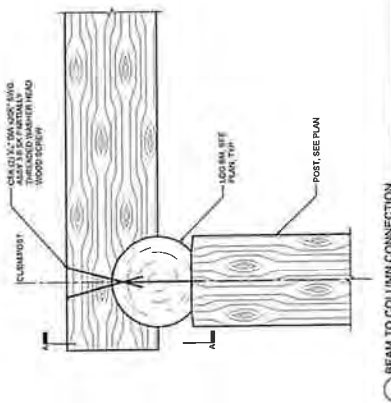
2 THICKENED SOG EDGE (AT GRADE)



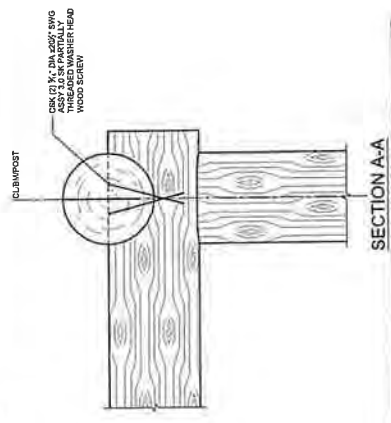
3 DECK POST DETAIL



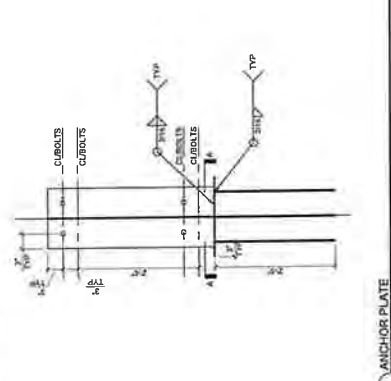
4 BEAM TO COLUMN CONNECTION



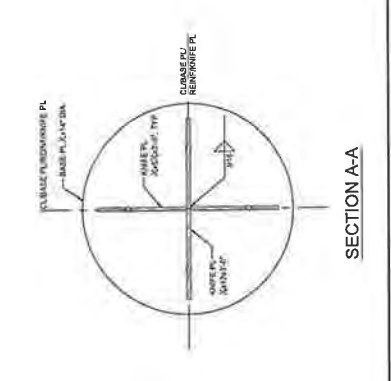
5 ANCHOR PLATE



6 CLUB LOG ARCH



SECTION A-A



SECTION A-A

# NEIGHBORHOOD PARK GRANT PROGRAM



## Longview Soccer Club

## Replacement Field Goals



## Longview Parks and Recreation Department Neighborhood Park Grant Application

Application deadline: February 11, 2022

**PLEASE SUBMIT EIGHT (8) COPIES OF THIS APPLICATION AND  
EIGHT (8) COPIES OF ANY SUPPLEMENTAL MATERIALS**

|                                                    |                      |                                   |
|----------------------------------------------------|----------------------|-----------------------------------|
| Date                                               | Project Name         | Project Location                  |
| 2/05/22                                            | New Goals for Fields | 920 7th Ave                       |
| Applicant (organization)                           |                      | Contact Person and Title          |
| Longview Soccer Club                               |                      | James McGregor, President         |
| Are you a non-profit organization?                 |                      | If yes, what is your IRS Tax ID#? |
| <input type="radio"/> Yes <input type="radio"/> No |                      | 37-1641425                        |
| Address                                            |                      | City/State/Zip                    |
| P. O. Box 2054 (mailing) 920 7th Ave. (physical)   |                      | Longview, WA, 98626               |
| Daytime Phone                                      | Evening Phone        | Email Address                     |
| 360-4531-5228                                      | 360-431-5228         | lscmac22@gmail.com                |

### Project Description.

(Applicants are encouraged to attach additional pages including schematic drawings, site location drawings, maps, pictures, and photographs.)

We are in need of new goal as ours are outdated and rusty. These goals will improve the quality of our equipment and be a safer environment for the players.

### Project Relationship to Grant Rating and Instruction Criteria

(On a separate sheet of paper please explain how this project responds to the eight rating criteria listed in the application process. Addressing the eight criteria will enable the Parks and Recreation Advisory Board to evaluate the importance of the project against others that request funding. *Failure to address the criteria will result in an incomplete application and request denial.*)

- ☐ **Need:** Does the community have a need for this project? (Consider whether there are similar or complementary facilities in the area/community)
- ☐ **Community Impact:** Who will benefit from the project? Provide approximate number, range, and diversity of those likely to be served by or benefit from the project? Do they represent a significant underserved population?
- ☐ **Access:** Upon completion, what will the availability of the project be to the public during the year?
- ☐ **Financial Responsibility:** What is the potential life span of the project? What will the maintenance and replacement requirements of the project be, both immediate and long-term?
- ☐ **Cost Benefit:** Do the benefits outweigh the cost of the project? (Benefits include economic impact and community development, additional opportunities for play in the community, and reduction in youth related social problems.)
- ☐ **Compliance:** Does the project comply with the City of Longview's historic preservation plan, park and recreation comprehensive plan, and other city policy initiatives?
- ☐ **Readiness to Proceed:** How soon after the grant is approved can the project begin? (Discuss how quickly the applicant can complete the project by demonstrating availability of the required financial match; permits being secured; and availability of needed labor.)
- ☐ **Funding:** What are the applicant's potential sources of funding? (Please list all cash and in-kind goods and services) Are they already secured? Does the applicant identify partnership arrangements and what value does the partnership(s) bring to the project?

## Project Budget and Funding

### ESTIMATED BREAKDOWN OF THE PROJECT

|                                         |                                 |           |       |
|-----------------------------------------|---------------------------------|-----------|-------|
| Provide Quotes and List of Supplies     | <b>COST OF PAID SUPPLIES</b>    | \$6569.98 | % 100 |
| Provide Quotes and Business Information | <b>COST OF PAID SERVICES</b>    | \$0       | % 0   |
| Provide Estimated Number and Hours      | <b>HOURS OF VOLUNTEER LABOR</b> | \$0       | % 0   |
| Provide Quotes and List of Supplies     | <b>COST OF DONATED SUPPLIES</b> | \$0       | %     |
| Provide Quotes and Business Information | <b>COST OF DONATED SERVICES</b> | \$0       | %     |

**TOTAL COST OF THE PROJECT:** \$6569.98

### TOTAL CASH/DONATIONS AT TIME OF APPLICATION - READINESS TO PROCEED

|                                                                                   |                                          |                       |
|-----------------------------------------------------------------------------------|------------------------------------------|-----------------------|
| <b>SECURED APPLICANT CASH:</b>                                                    | \$ <del>3284.99</del> <sup>6420.00</sup> | % <del>50</del> / 100 |
| *(Monetary value of all donations) <b>SECURED APPLICANT DONATIONS:</b>            | \$0                                      | %                     |
| *(Monetary value: 1 Hour = \$15.00) <b>VOLUNTEER LABOR DONATION COMMITMENT: *</b> | \$150                                    | % 0                   |

2 # of Volunteers X 5 # of Hours Donated = 10 Total Hours of Volunteer Labor Donations

**TOTAL OF SECURED FUNDING/DONATION FOR THE PROJECT:** \$6569.98

\* If the total of secured funding, including donations, does not equal the total cost of the project please provide below the timeline and steps that will be taken to ensure readiness to proceed.

N/A

### APPLICANT REQUEST: 50% REIMBURSEMENT OF EXPENDED FUNDS

Applicants may use cash, in-kind donations and services, and volunteer labor hours to account for the total cost of the project. Matching grant funds are only available for reimbursement on actual expenditures spent on supplies and services and not on donated items or labor.

**GRANT FUNDS REQUESTED FROM CITY OF LONGVIEW:** \$ 3284.99

### ADDITIONAL PROJECT QUESTIONS

Will fees be charged in connection with using this project?

☒ Yes ☐ No

If yes, please describe:

Use of fields and equipment for activities that are not directly associated with Longview Soccer Club, such as other soccer clubs, high school sports, Timber Barons soccer program and Womens' League. Fees also cover maintenance and field lining products.

Multi-year project?

☐ Yes ☐ No

(If yes, please describe)

Anticipated Start Date:

30 days after purchase

Anticipated Date of Completion:

20 days after arrival of product

Application completed by (print and sign name)

James McGregor

Title

LSC President

Date

FEB 05, 2022

Please return this application by February 11, 2022 to:

City of Longview  
Parks and Recreation Department  
2920 Douglas St.  
Longview, WA 98632

# NEIGHBORHOOD PARK GRANT PROGRAM ESTIMATE WORKSHEET



ORGANIZATION: Longview Soccer Club PROJECT NAME: New field goals

This worksheet is to help you fill out the "Estimated Break Down" portion on the Project and Funding Page. Once all totals have been applied on the estimate worksheet, they can then be transcribed in the totals.

Please summarize all of your **estimated project expenses** in the table below. (Out of Pocket Expenses)  
Attach all quotes/invoices that coincide with each line item.

| EXPENSES TO BE PURCHASED BY APPLICANT |                          |         |
|---------------------------------------|--------------------------|---------|
| VENDOR                                | DESCRIPTION              | COST    |
| FORZA Goal                            | soccer equipment company | 6569.98 |
|                                       |                          |         |
|                                       |                          |         |
|                                       |                          |         |
|                                       |                          |         |
|                                       |                          |         |
|                                       |                          |         |
|                                       |                          |         |
| TOTAL                                 |                          | 6569.98 |

Please summarize **all donations of goods and services estimated** for the project.  
Please indicate if they have been secured or if you will be seeking out the donation.

| IN-KIND CONTRIBUTIONS - SUPPLIES AND/OR LABOR |             |       |             |
|-----------------------------------------------|-------------|-------|-------------|
| VENDOR                                        | DESCRIPTION | VALUE | SECURED Y/N |
| Volunteer                                     | labor hours | \$150 | N           |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
| TOTAL                                         |             | \$150 |             |

# NEIGHBORHOOD PARK GRANT ESTIMATE WORKSHEET - VOLUNTEER COMMITMENT

| DATE | PRINTED NAME | WORK DESCRIPTION | HOURS COMMITTED        | SIGNATURE |
|------|--------------|------------------|------------------------|-----------|
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  |                        |           |
|      |              |                  | TOTAL NUMBER x \$15.00 |           |

\* Volunteer Labor is calculated at \$15 per hour. Volunteer Register must match dollar amount provided for in project total.  
\* Additional registers are available upon request if more pages are needed.

| TOTAL PROJECT SUMMARY |                         |            |
|-----------------------|-------------------------|------------|
| A.                    | TOTAL EXPENDITURES      | \$ 6569.98 |
| B.                    | TOTAL IN-KIND DONATIONS | \$ 0       |
| C.                    | TOTAL VOLUNTEER LABOR   | \$ 150     |
| TOTAL PROJECT COST:   |                         | \$ 6569.98 |

**Transfer all totals from the two “Estimate Worksheets” to the table on the left for a summary of the total project cost, then transfer totals to the Project Budget and Funding page.**

**TOTAL REQUEST FOR REIMBURSEMENT**

|                 |                   |
|-----------------|-------------------|
| <b>REQUEST:</b> | <b>\$ 3284.99</b> |
|-----------------|-------------------|

By my signature below, I certify the information I provided on and in connection with this form is true, accurate, and complete. I also understand that any false statements or deliberate omission on this document or attached documents I submit for the Neighborhood Park Grant Program may be grounds for disqualification for reimbursement.

| ORGANIZATION NAME    | PRINTED NAME:  | SIGNATURE:                                                                          | DATE:       |
|----------------------|----------------|-------------------------------------------------------------------------------------|-------------|
| Longview Soccer Club | James McGregor |  | Feb 5, 2022 |

forzagoal.com

Extra 10% Off Everything\* - Use Code: NWS10

## PLEASE ENTER YOUR PAYMENT DETAILS

### Billing Address

James McGregor  
920 7th Ave  
Longview , Washington, 98632  
United States  
T: 3604315228

[My billing address is different from my delivery address](#)

|                 |                   |
|-----------------|-------------------|
| <b>SUBTOTAL</b> | <b>\$6,299.99</b> |
| <b>DISCOUNT</b> | <b>\$630.00</b>   |
| <b>SHIPPING</b> | <b>\$899.99</b>   |
| <b>TOTAL</b>    | <b>\$6,569.98</b> |

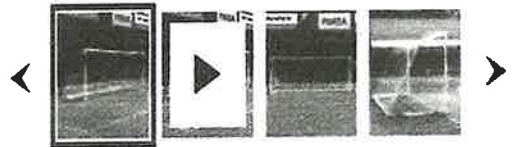
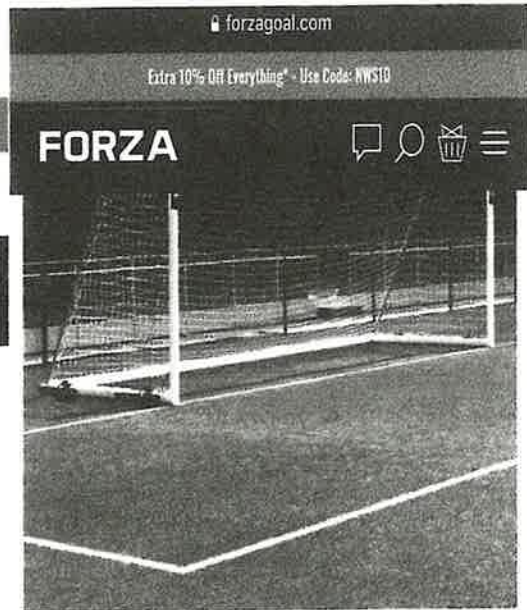
### Payment Details

Buy with  Pay

VISA



However, this amount  
is full cost of purchase  
reflected in Grant Ap...  
(after discount of 10%)



5/5 (Read 1 customer reviews)

**\$6,299.99** ~~\$6,699.99~~ **IN STOCK**

Single or Pair:

Pair

Wheel Options:

360° Wheels

Goal Weights:

With Weights



This image provided  
in Grant application  
packet



## LONGVIEW SOCCER CLUB – NEIGHBORHOOD PARK GRANT APPLICATION RATING RESPONSE CRITERIA

The following criteria and recommendations provided below accompany our application requesting funds through the Neighborhood Park Grant Application process. Offering the many ways our proposed project will benefit the local community, as well as Cowlitz County. On behalf of the Longview Soccer Club Board, I thank you for your time and consideration for our proposal.

**1) Need:** *Does the community have a need for this project? Are similar or complementary facilities in the area/community?*

Yes, replacing outdated equipment and providing a more environment.

**2) Community Impact:** *Who will benefit from the project? Provide approximate number, range, and diversity of those likely to be served by or benefit from the project? Do they represent a significant underserved population?*

Over 1,000 players ages 5 to 50, through out Cowlitz County. Players who engage in our recreational soccer program represent many different diversities, ages and lifestyles. A significant number of players and parents are bi-lingual and our program offers scholarship programs for players of low-income household status, a program that is widely used and accommodating. Opportunities to hold soccer camps and skills training.

**3) Access:** *What will the availability of the project be to the public during the year?*

Fields are utilized by Cowlitz Youth Soccer Association (CYSA) which includes Longview, Kelso, Castle Rock and Kalama Soccer Clubs, Timber Barons (elite soccer program), local high schools and a local Women's League.

**4) Financial Responsibility:** *What is the potential life span of the project? What will the maintenance and replacement requirements of the project be, both immediate and long-term?*

It is a good investment, built with superior materials - expected life span of up 20 years of use.

**5) Cost Benefit:** *Do the benefits outweigh the cost of the project? Include examples of economic impact and community development, additional opportunities for play in the community, and reduction in youth related social problems.*

Yes, the lighter goal and superior craftsmanship far outweighs the cost.

**6) Compliance:** *Does the project comply with the City of Longview's historic preservation plan, park and recreation comprehensive plan, and other city policy initiatives?*

Our proposal does comply with the park and recreation comprehensive plan as it will directly impact the 7th Ave Park activities, providing more safe and durable equipment. Goals will be easier to move and will reduce any tripping hazards with staking goal into the ground.

**7) Readiness to Proceed:** *How soon after the grant is approved can the project begin? (Discuss how quickly the applicant can complete the project by demonstrating availability of the required financial match; permits being secured; and availability of needed labor.)*

We would proceed immediately installing products upon receipt.

**8) Funding:** *What are the applicant's potential sources of funding? Are they already secured? Does the applicant identify partnership arrangements and what value does the partnership(s).*

LSC is primary source of income is provided by player registration fees, with small source of income generated by fees charged for field use (to cover maintenance and field lining products).

List of cash and in-kind goods and services include: possible local business contributions with our "sponsor a goal program" allowing businesses to fund/sponsor a recreational playing field, displaying a sign on the goals acknowledging said business. Collaboration of LSC Board Members, Coaches and parents volunteering their time to set up fields prior to each rec season and tear down/secure during the winter months through our work party program.

# NEIGHBORHOOD PARK GRANT PROGRAM



## Longview Girls Softball

## Fencing Project

## Neighborhood Park Grant Application Letter

We are submitting an application for the Neighborhood Park Grant to help secure our Longview Girls Softball Association park. We are in desperate need of help against constant issues from resulting from the ever-growing homeless situation in our town that leaves us to deal with defecation, urine, drug paraphernalia, garbage and vandalism. We are trying to create a beautiful, fun and safe place for our players and families but we're losing the battle.

There are many that will benefit from the increased security of our fencing project. This includes approximately 200 rec players that play in our league every year along with their families and friends. We also have our local Mark Morris High School softball teams using our facilities for their school games that include opposing teams and their families as well. In addition to that, we also have several tournament softball teams that use our park for practice. Our number one goal is to provide a safe environment for our girls to play softball and this fence will help us achieve that goal.

The fencing project isn't a project that provides access to our players like a batting cage would as it's use will be to help protect our park and allow us to continue making improvements without the fear of damages.

The life expectancy of a chain link fence is well in excess of 30 years so this will provide a benefit to the park for decades to come. We believe the benefits the fence project will provide far outweigh the cost of the project, especially when comparing to the money it will save in damages.

Our project is in compliance with the City of Longview requirements and has been approved for construction.

We are ready to proceed immediately once the funds are secured to move forward with the project. This is a time sensitive situation as the damage is continuous and never-ending.

At this time, we have secured a \$2500 donation from the Longview Rotary Association and will fund the rest of our portion with funds earned through our softball park with concession stand sales and tournament fees that we've been saving for this project.

We hope you understand our situation and are willing to help us create a safe, enjoyable environment for all of our players, coaches and families. Thank you for reviewing our application!

Sincerely,



Devin Henthorn

LGSA President



## Longview Parks and Recreation Department Neighborhood Park Grant Application

Application deadline: February 11, 2022

**PLEASE SUBMIT EIGHT (8) COPIES OF THIS APPLICATION AND  
EIGHT (8) COPIES OF ANY SUPPLEMENTAL MATERIALS**

|                                                               |                      |                                   |
|---------------------------------------------------------------|----------------------|-----------------------------------|
| Date                                                          | Project Name         | Project Location                  |
| 1/25/2022                                                     | LGSA Fencing Project | LGSA softball park                |
| Applicant (organization)                                      |                      | Contact Person and Title          |
| Longview Girls Softball Association                           |                      | Devin Henthorn, President         |
| Are you a non-profit organization?                            |                      | If yes, what is your IRS Tax ID#? |
| <input checked="" type="radio"/> Yes <input type="radio"/> No |                      | 27-2067958                        |
| Address                                                       |                      | City/State/Zip                    |
| 920 7th Ave                                                   |                      | Longview, WA 98632                |
| Daytime Phone                                                 | Evening Phone        | Email Address                     |
| 3607492827                                                    | 3607492827           | devinhenthorn.lgsa@gmail.com      |

### Project Description.

(Applicants are encouraged to attach additional pages including schematic drawings, site location drawings, maps, pictures, and photographs.)

We need to install fencing to secure our core area around our clubhouse and 3 main field's spectator areas due to the homeless crisis and vandalism. We're constantly dealing with human defecation and urine primarily around our concession stand. Along with graffiti, destruction of our property including electrical boxes, safety nets, prying of our doors, etc. We're working really hard to create a beautiful, safe environment for our players and families but are losing the battle.

### Project Relationship to Grant Rating and Instruction Criteria

(On a separate sheet of paper please explain how this project responds to the eight rating criteria listed in the application process. Addressing the eight criteria will enable the Parks and Recreation Advisory Board to evaluate the importance of the project against others that request funding. Failure to address the criteria will result in an incomplete application and request denial.)

- ☐ **Need:** Does the community have a need for this project? (Consider whether there are similar or complementary facilities in the area/community)
- ☐ **Community Impact:** Who will benefit from the project? Provide approximate number, range, and diversity of those likely to be served by or benefit from the project? Do they represent a significant underserved population?
- ☐ **Access:** Upon completion, what will the availability of the project be to the public during the year?
- ☐ **Financial Responsibility:** What is the potential life span of the project? What will the maintenance and replacement requirements of the project be, both immediate and long-term?
- ☐ **Cost Benefit:** Do the benefits outweigh the cost of the project? (Benefits include economic impact and community development, additional opportunities for play in the community, and reduction in youth related social problems.)
- ☐ **Compliance:** Does the project comply with the City of Longview's historic preservation plan, park and recreation comprehensive plan, and other city policy initiatives?
- ☐ **Readiness to Proceed:** How soon after the grant is approved can the project begin? (Discuss how quickly the applicant can complete the project by demonstrating availability of the required financial match; permits being secured; and availability of needed labor.)
- ☐ **Funding:** What are the applicant's potential sources of funding? (Please list all cash and in-kind goods and services) Are they already secured? Does the applicant identify partnership arrangements and what value does the partnership(s) bring to the project?

## Project Budget and Funding

### ESTIMATED BREAKDOWN OF THE PROJECT

|                                         |                                 |             |      |
|-----------------------------------------|---------------------------------|-------------|------|
| Provide Quotes and List of Supplies     | <b>COST OF PAID SUPPLIES</b>    | \$          | %    |
| Provide Quotes and Business Information | <b>COST OF PAID SERVICES</b>    | \$16,659.00 | %100 |
| Provide Estimated Number and Hours      | <b>HOURS OF VOLUNTEER LABOR</b> | \$          | %    |
| Provide Quotes and List of Supplies     | <b>COST OF DONATED SUPPLIES</b> | \$          | %    |
| Provide Quotes and Business Information | <b>COST OF DONATED SERVICES</b> | \$          | %    |

**TOTAL COST OF THE PROJECT:** \$16,659.00

### TOTAL CASH/DONATIONS AT TIME OF APPLICATION - READINESS TO PROCEED

|                                                                                                   |                                 |      |
|---------------------------------------------------------------------------------------------------|---------------------------------|------|
| <b>SECURED APPLICANT CASH:</b>                                                                    | <del>\$8,329.50</del> 14,159.00 | % 85 |
| *(Monetary value of all donations) <b>SECURED APPLICANT DONATIONS:</b>                            | \$2500                          | % 15 |
| *(Monetary value: 1 Hour = \$15.00) <b>VOLUNTEER LABOR DONATION COMMITMENT: *</b>                 | \$                              | %    |
| _____ # of Volunteers X _____ # of Hours Donated = _____ Total Hours of Volunteer Labor Donations |                                 |      |

**TOTAL OF SECURED FUNDING/DONATION FOR THE PROJECT:** ~~\$8,329.50~~ \$16,659.00

\* If the total of secured funding, including donations, does not equal the total cost of the project please provide below the timeline and steps that will be taken to ensure readiness to proceed.

### APPLICANT REQUEST: 50% REIMBURSEMENT OF EXPENDED FUNDS

Applicants may use cash, in-kind donations and services, and volunteer labor hours to account for the total cost of the project. **Matching grant funds are only available for reimbursement on actual expenditures spent on supplies and services and not on donated items or labor.**

**GRANT FUNDS REQUESTED FROM CITY OF LONGVIEW:** \$8,329.50

### ADDITIONAL PROJECT QUESTIONS

|                                                                                                                                                                     |                                                                                                                                                                 |                           |                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------|
| Will fees be charged in connection with using this project?<br><input type="radio"/> Yes <input checked="" type="radio"/> No<br>If yes, please describe:<br>No fees | Multi-year project? The estimated time of construction is 1 week.<br><input type="radio"/> Yes <input checked="" type="radio"/> No<br>(If yes, please describe) |                           |                        |
| Anticipated Start Date: <b>4/4/2022</b>                                                                                                                             | Anticipated Date of Completion: <b>4/11/2022</b>                                                                                                                |                           |                        |
| Application completed by (print and sign name)<br><b>DEVIN HENTHORN</b>                                                                                             | <table style="width: 100%;"> <tr> <td style="width: 50%;">Title<br/><b>President</b></td> <td style="width: 50%;">Date<br/><b>2/11/22</b></td> </tr> </table>   | Title<br><b>President</b> | Date<br><b>2/11/22</b> |
| Title<br><b>President</b>                                                                                                                                           | Date<br><b>2/11/22</b>                                                                                                                                          |                           |                        |

Please return this application by February 11, 2022 to:

**City of Longview**  
**Parks and Recreation Department**  
**2920 Douglas St.**  
**Longview, WA 98632**

**NEIGHBORHOOD PARK  
GRANT PROGRAM  
ESTIMATE WORKSHEET**



**ORGANIZATION:** LGSA

**PROJECT NAME:** Fence Project

**This worksheet is to help you fill out the "Estimated Break Down" portion on the Project and Funding Page. Once all totals have been applied on the estimate worksheet, they can then be transcribed in the totals.**

Please summarize all of your **estimated project expenses** in the table below. (Out of Pocket Expenses)  
Attach all quotes/invoices that coincide with each line item.

| EXPENSES TO BE PURCHASED BY APPLICANT |                           |             |
|---------------------------------------|---------------------------|-------------|
| VENDOR                                | DESCRIPTION               | COST        |
| Pacific Fence and wire                | Fencing materials & labor | \$16,659.00 |
|                                       |                           |             |
|                                       |                           |             |
|                                       |                           |             |
|                                       |                           |             |
|                                       |                           |             |
|                                       |                           |             |
|                                       |                           |             |
|                                       |                           |             |
| TOTAL                                 |                           | 16,659.00   |

Please summarize **all donations of goods and services estimated** for the project.  
Please indicate if they have been secured or if you will be seeking out the donation.

| IN-KIND CONTRIBUTIONS - SUPPLIES AND/OR LABOR |             |       |             |
|-----------------------------------------------|-------------|-------|-------------|
| VENDOR                                        | DESCRIPTION | VALUE | SECURED Y/N |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
| TOTAL                                         |             |       |             |

[illegible]

| TOTAL PROJECT SUMMARY           |                                |
|---------------------------------|--------------------------------|
| A.                              | TOTAL EXPENDITURES \$16,659.00 |
| B.                              | TOTAL IN-KIND DONATIONS \$     |
| C.                              | TOTAL VOLUNTEER LABOR \$       |
| TOTAL PROJECT COST: \$16,659.00 |                                |

TOTAL REQUEST FOR REIMBURSEMENT

By my signature below, I certify the information I provided on and in connection with this form is true, accurate, and complete. I also understand that any false statements or deliberate omission on this document or attached documents I submit for the Neighborhood Park Grant Program may be grounds for disqualification for reimbursement.

DATE:

2/11/22

ESTD  1921  
**PACIFIC**  
**FENCE & WIRE**

13770 SE AMBLER RD  
PO BOX 125  
CLACKAMAS, OR 97015

OR CCB # 15121 - 2/26/22  
WA L&I # PACIFFW330BW - 4/12/22  
(503) 233-6248

January 11, 2022

|                            |                                                                                                         |
|----------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Company/Project</b>     | Longview Girls Softball Association / 970 7 <sup>th</sup> Ave.                                          |
| <b>Contact/Phone/Email</b> | Devin Henthorn / (360)- 749 2827 / <a href="mailto:devinhenthorn@gmail.com">devinhenthorn@gmail.com</a> |
| <b>Project Billing</b>     | PO Box 23 920 7 <sup>th</sup> Ave. Longview , Wash. 98632                                               |
| <b>Site Address</b>        | 920 7 <sup>th</sup> Ave. Longview , Wash. 98632                                                         |

As requested, please find my bid value of **\$ 16,659.00** for the following described installation:

We propose to install 93' of 6' high chain link fence w/ 2 - 6' x 6' gates , 2 - 12' x 6' double gates , and 2 - 16' x 6' slide gates.

We will be using the following materials:

- 6' high 2/9 galvanized chain link
- 2 7/8" standard weight galvanized end posts
- 2 3/8" standard weight galvanized line posts
- 1 5/8" standard weight galvanized top rail
- 7 # gauge bottom tension wire
- 2 - 6' x 6' high 1 5/8" standard weight galvanized gates
- 2 - 12' x 6' high 1 5/8" standard weight galvanized double gates
- 2 - 16' x 6' high 1 5/8" standard weight galvanized slide gates
- All fittings and hardware to complete the job
- **All posts to be set in concrete**
- **Pacific fence will remove & haul removed dirt and asphalt**
- **If a Reseller Permit cannot be provided to me, please add appropriate taxes to the price. \***

***Bid pricing valid for 10 days.***

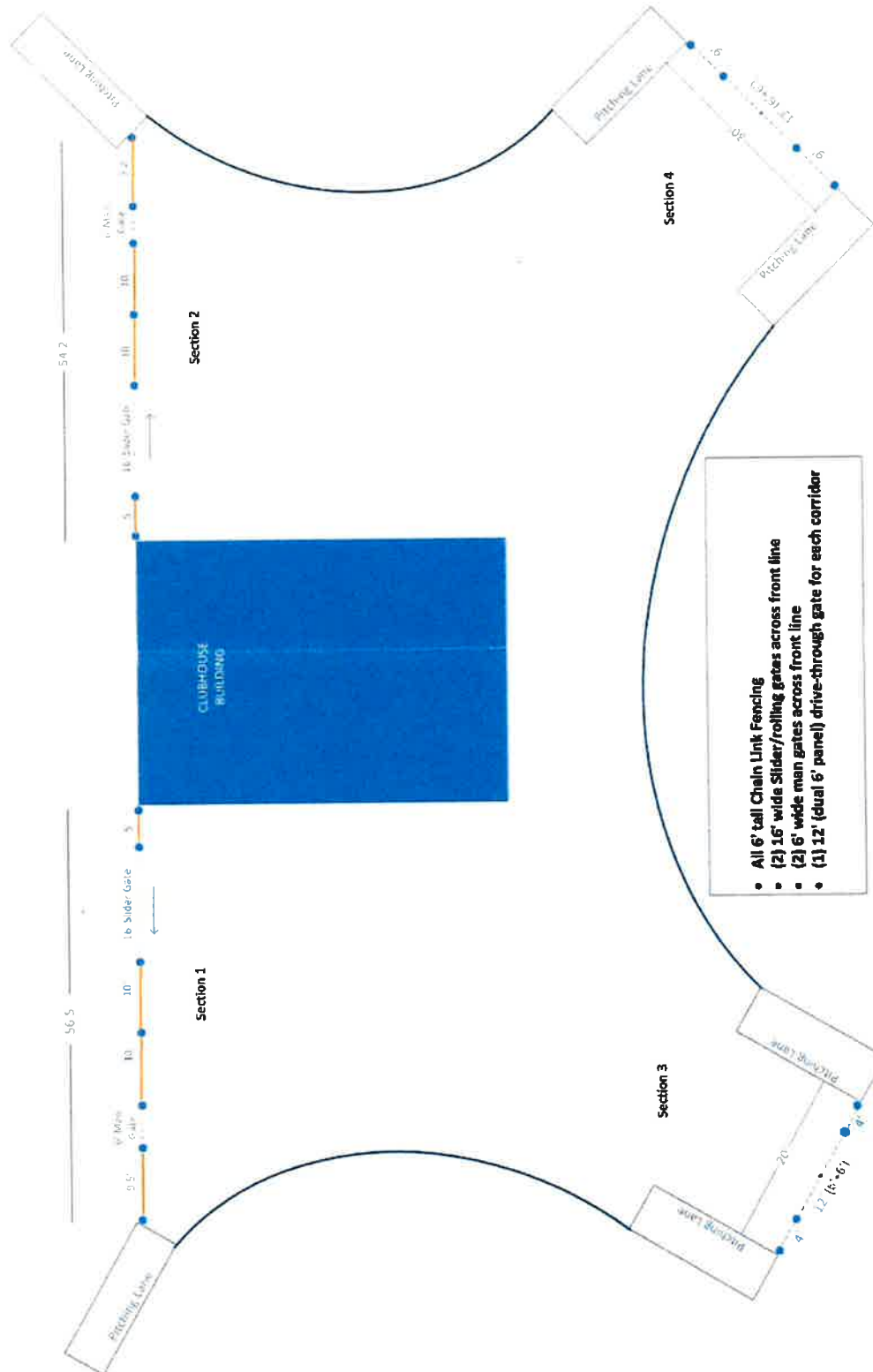
**Exclusions:** Private Underground Utility Locate Cost, OCIP, CCIP Insurance and any Special Insurance requirements exceeding our Standard Coverage. Clearing, grading, staking of fence lines. Union labor and any/all liability related to all union matters. Liquidated damages. Prevailing Wages. Permits, bonds, and Sales Tax. Core drilling/ rock drilling. All electrical wiring, conduits and electrical connections including regular and low voltage service. Spoils from the holes to be left on site. Gate automation is not included in this proposal & to be provided/installed by others. Pacific Fence & Wire Co. is not responsible for UL325 compliance for gate automation unless specified above.

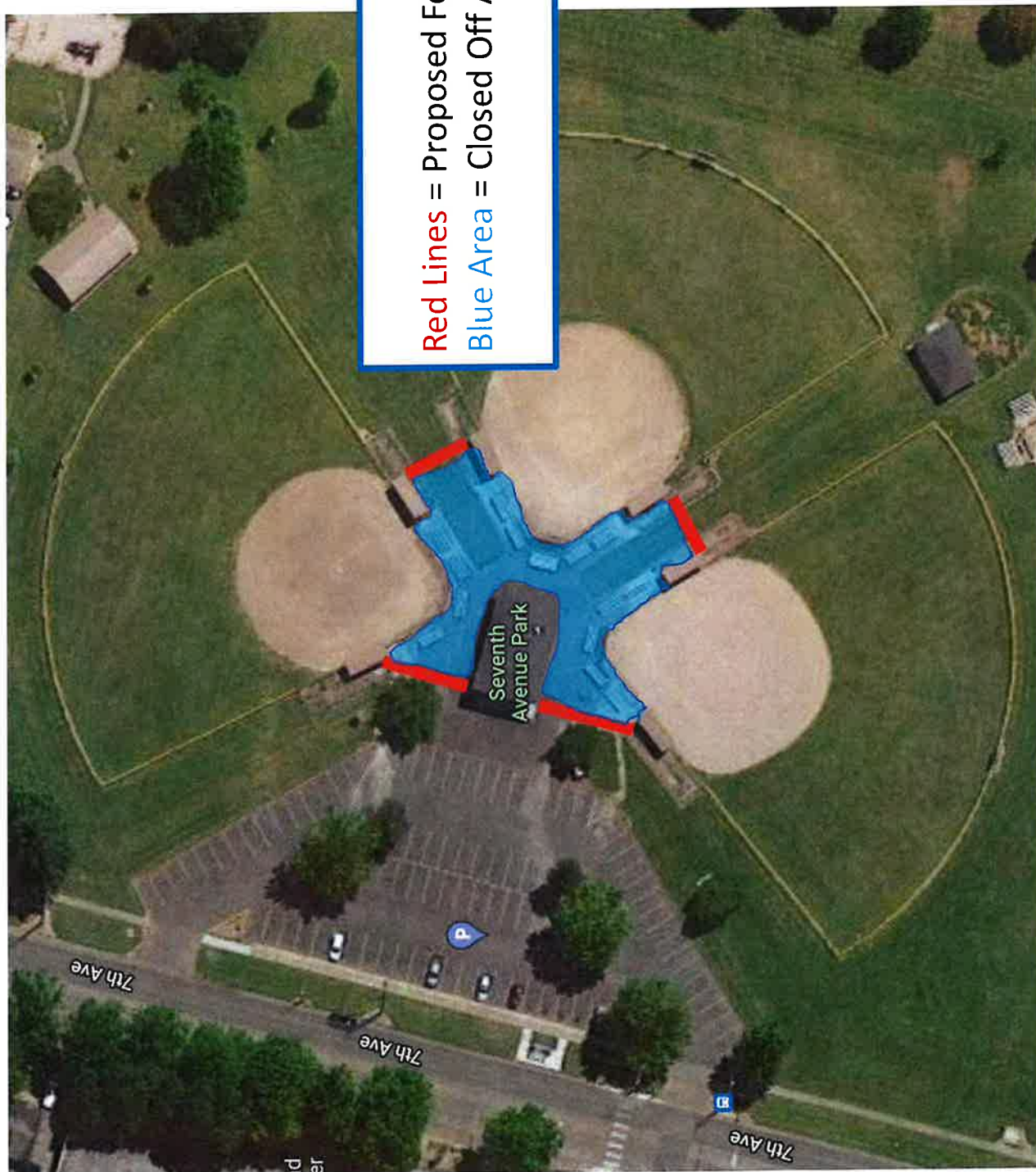
**Qualifications and Terms:** This agreement is added to any contract signed as Exhibit A. This agreement takes precedent over all contracts signed between the parties. Terms are: Balance Due on Completion OAC. The undersigned consents to Pacific Fence & Wire Co. to obtain any and all credit reports. Terms are Balance Due on Completion.

**Default:** If payment is not made as set forth above, SERVICE CHARGES shall be added to the unpaid balance and shall be computed by a single periodic interest rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE OF 18% per annum. Owner shall be responsible for all costs, including attorney's fees incurred by Pacific Fence & Wire Co. in connection with the collection of monies owed by Owner.

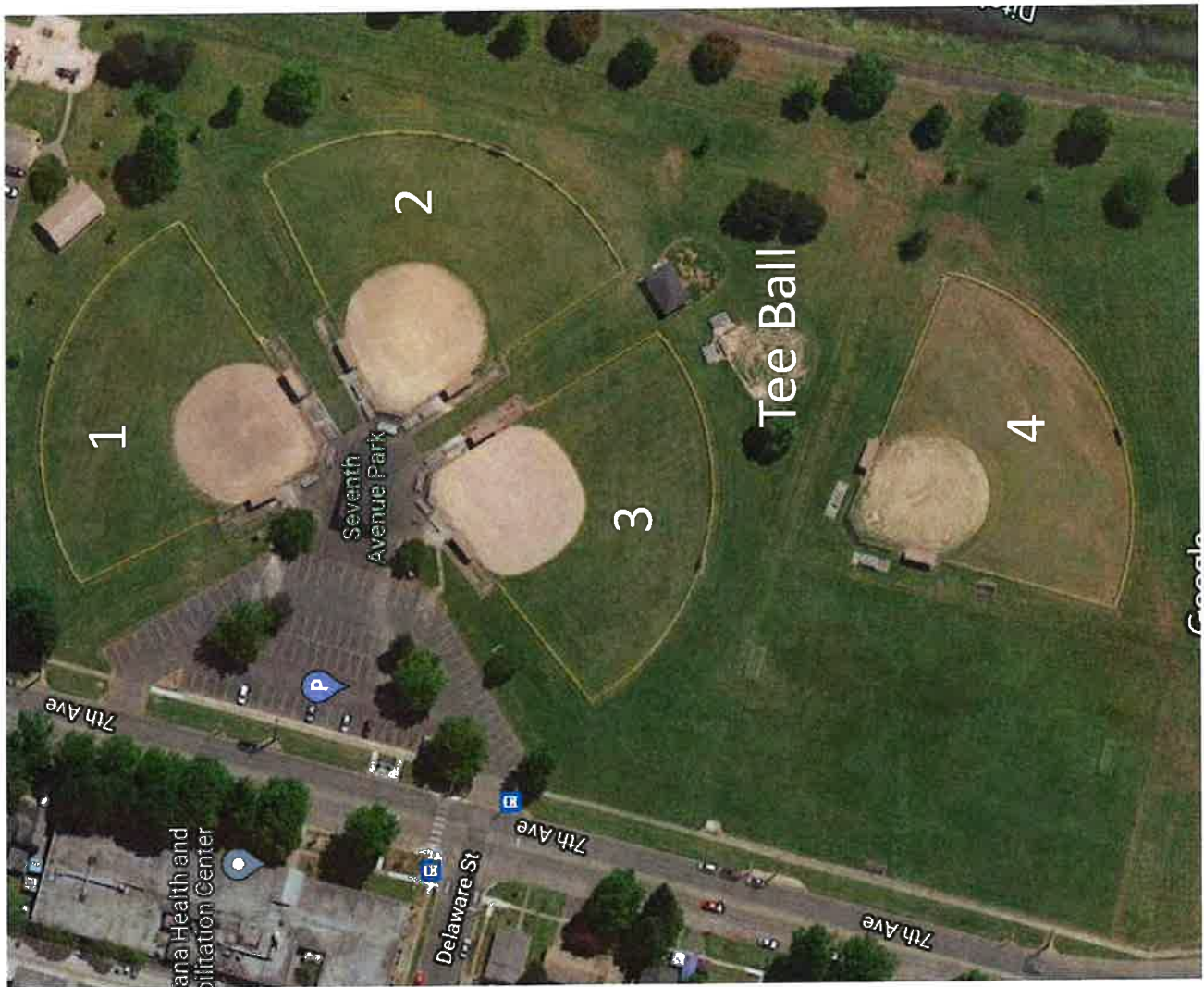
*Signer is authorized to sign for Company and authorizes Pacific Fence & Wire Co. to proceed with installation described above including Terms, Exclusions and Qualifications, and Default.*

**Randy Sweet**  
Project Manager/Estimator  
[randys@pacificfence.com](mailto:randys@pacificfence.com)  
ph: (503) 233-6248  
fax: (503) 786-2863





Red Lines = Proposed Fences  
Blue Area = Closed Off Area



Fields currently used  
and maintained by  
Longview Girls Softball

# NEIGHBORHOOD PARK GRANT PROGRAM



## Mint Valley Racquet & Fitness

## Court Resurfacing



## Longview Parks and Recreation Department Neighborhood Park Grant Application

Application deadline: February 11, 2022

**PLEASE SUBMIT EIGHT (8) COPIES OF THIS APPLICATION AND  
EIGHT (8) COPIES OF ANY SUPPLEMENTAL MATERIALS**

|                                                               |                      |                                          |
|---------------------------------------------------------------|----------------------|------------------------------------------|
| <b>Date</b>                                                   | <b>Project Name</b>  | <b>Project Location</b>                  |
| 2/11/2022                                                     | MV Court Resurfacing | Mint Valley Racquet & Fitness            |
| <b>Applicant (organization)</b>                               |                      | <b>Contact Person and Title</b>          |
| Mint Valley Capital Improvement Committee                     |                      | Donnie Harlan / Committee Member         |
| <b>Are you a non-profit organization?</b>                     |                      | <b>If yes, what is your IRS Tax ID#?</b> |
| <input checked="" type="radio"/> Yes <input type="radio"/> No |                      |                                          |
| <b>Address</b>                                                |                      | <b>City/State/Zip</b>                    |
| 4004 Pennsylvania St                                          |                      | Longview, WA 98632                       |
| <b>Daytime Phone</b>                                          | <b>Evening Phone</b> | <b>Email Address</b>                     |
| 360-636-4770                                                  | 360-430-5998         | donnie@mintvalley.net                    |

### Project Description.

(Applicants are encouraged to attach additional pages including schematic drawings, site location drawings, maps, pictures, and photographs.)

This proposed project will be for the resurfacing of all four indoor tennis/pickleball courts at the Mint Valley Racquet & Fitness Club (a city owned facility). In addition, there will be four permanent sets of pickleball lines installed (one per court). These courts have not been resurfaced for at least 30 years. The industry standard is between 8-10 years.

### Project Relationship to Grant Rating and Instruction Criteria

(On a separate sheet of paper please explain how this project responds to the eight rating criteria listed in the application process. Addressing the eight criteria will enable the Parks and Recreation Advisory Board to evaluate the importance of the project against others that request funding. *Failure to address the criteria will result in an incomplete application and request denial.*)

- ☐ **Need:** Does the community have a need for this project? (Consider whether there are similar or complementary facilities in the area/community)
- ☐ **Community Impact:** Who will benefit from the project? Provide approximate number, range, and diversity of those likely to be served by or benefit from the project? Do they represent a significant underserved population?
- ☐ **Access:** Upon completion, what will the availability of the project be to the public during the year?
- ☐ **Financial Responsibility:** What is the potential life span of the project? What will the maintenance and replacement requirements of the project be, both immediate and long-term?
- ☐ **Cost Benefit:** Do the benefits outweigh the cost of the project? (Benefits include economic impact and community development, additional opportunities for play in the community, and reduction in youth related social problems.)
- ☐ **Compliance:** Does the project comply with the City of Longview's historic preservation plan, park and recreation comprehensive plan, and other city policy initiatives?
- ☐ **Readiness to Proceed:** How soon after the grant is approved can the project begin? (Discuss how quickly the applicant can complete the project by demonstrating availability of the required financial match; permits being secured; and availability of needed labor.)
- ☐ **Funding:** What are the applicant's potential sources of funding? (Please list all cash and in-kind goods and services) Are they already secured? Does the applicant identify partnership arrangements and what value does the partnership(s) bring to the project?

## Project Budget and Funding

### ESTIMATED BREAKDOWN OF THE PROJECT

|                                         |                          |           |       |
|-----------------------------------------|--------------------------|-----------|-------|
| Provide Quotes and List of Supplies     | COST OF PAID SUPPLIES    | \$        | %     |
| Provide Quotes and Business Information | COST OF PAID SERVICES    | \$ 35,000 | 100 % |
| Provide Estimated Number and Hours      | HOURS OF VOLUNTEER LABOR | \$        | %     |
| Provide Quotes and List of Supplies     | COST OF DONATED SUPPLIES | \$        | %     |
| Provide Quotes and Business Information | COST OF DONATED SERVICES | \$        | %     |
| <b>TOTAL COST OF THE PROJECT:</b> \$    |                          |           |       |

### TOTAL CASH/DONATIONS AT TIME OF APPLICATION - READINESS TO PROCEED

|                                                                                                   |                      |                     |
|---------------------------------------------------------------------------------------------------|----------------------|---------------------|
| SECURED APPLICANT CASH:                                                                           | \$ <del>17,500</del> | 100 % <del>50</del> |
| *(Monetary value of all donations) SECURED APPLICANT DONATIONS:                                   | \$ 35,000            | %                   |
| *(Monetary value: 1 Hour = \$15.00) VOLUNTEER LABOR DONATION COMMITMENT: *                        | \$                   | %                   |
| _____ # of Volunteers X _____ # of Hours Donated = _____ Total Hours of Volunteer Labor Donations |                      |                     |

**TOTAL OF SECURED FUNDING/DONATION FOR THE PROJECT:** \$ 35,000

\* If the total of secured funding, including donations, does not equal the total cost of the project please provide below the timeline and steps that will be taken to ensure readiness to proceed.

### APPLICANT REQUEST: 50% REIMBURSEMENT OF EXPENDED FUNDS

Applicants may use cash, in-kind donations and services, and volunteer labor hours to account for the total cost of the project. **Matching grant funds are only available for reimbursement on actual expenditures spent on supplies and services and not on donated items or labor.**

**GRANT FUNDS REQUESTED FROM CITY OF LONGVIEW:** \$ 17,500

### ADDITIONAL PROJECT QUESTIONS

Will fees be charged in connection with using this project?

☒ Yes ☐ No

If yes, please describe:

Mint Valley has a membership charge for member use. In addition, all non-members may use the facility on a per-court fee basis.

Multi-year project?

☐ Yes ☒ No

(If yes, please describe)

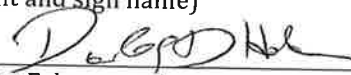
Anticipated Start Date:

8/15/2022

Anticipated Date of Completion:

8/30/2022

Application completed by (print and sign name)

Donald D Harlan 

Title

Committee

Date

02/11/2022

Please return this application by February 11, 2022 to:

City of Longview  
Parks and Recreation Department  
2920 Douglas St.  
Longview, WA 98632

**NEIGHBORHOOD PARK  
GRANT PROGRAM  
ESTIMATE WORKSHEET**



**ORGANIZATION:** Mint Valley Capi **PROJECT NAME:** MV Court Resurf

This worksheet is to help you fill out the "Estimated Break Down" portion on the Project and Funding Page. Once all totals have been applied on the estimate worksheet, they can then be transcribed in the totals.

Please summarize all of your **estimated project expenses** in the table below. (Out of Pocket Expenses)  
Attach all quotes/invoices that coincide with each line item.

| EXPENSES TO BE PURCHASED BY APPLICANT |                                |        |
|---------------------------------------|--------------------------------|--------|
| VENDOR                                | DESCRIPTION                    | COST   |
| Pacific Ace LLC                       | Resurfacing (4 coats of resurf | 35,000 |
|                                       |                                |        |
|                                       |                                |        |
|                                       |                                |        |
|                                       |                                |        |
|                                       |                                |        |
|                                       |                                |        |
|                                       |                                |        |
|                                       |                                |        |
| TOTAL                                 |                                | 35,000 |

Please summarize **all donations of goods and services estimated** for the project.  
Please indicate if they have been secured or if you will be seeking out the donation.

| IN-KIND CONTRIBUTIONS - SUPPLIES AND/OR LABOR |             |       |             |
|-----------------------------------------------|-------------|-------|-------------|
| VENDOR                                        | DESCRIPTION | VALUE | SECURED Y/N |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
|                                               |             |       |             |
| TOTAL                                         |             |       |             |

# NEIGHBORHOOD PARK GRANT ESTIMATE WORKSHEET - VOLUNTEER COMMITMENT

[illegible]

\* Volunteer Labor is calculated at \$15 per hour. Volunteer Register must match dollar amount provided for in project total.

\* Additional registers are available upon request if more pages are needed.

## TOTAL PROJECT SUMMARY

|                     |                         |          |
|---------------------|-------------------------|----------|
| A.                  | TOTAL EXPENDITURES      | \$35,000 |
| B.                  | TOTAL IN-KIND DONATIONS | \$       |
| C.                  | TOTAL VOLUNTEER LABOR   | \$       |
| TOTAL PROJECT COST: |                         | \$35 000 |

**Transfer all totals from the two “Estimate Worksheets” to the table on the left for a summary of the total project cost, then transfer totals to the Project Budget and Funding page.**

**TOTAL REQUEST FOR REIMBURSEMENT**

**REQUEST:** \$17,500

By my signature below, I certify the information I provided on and in connection with this form is true, accurate, and complete. I also understand that any false statements or deliberate omission on this document or attached documents I submit for the Neighborhood Park Grant Program may be grounds for disqualification for reimbursement.

| ORGANIZATION NAME                      | PRINTED NAME:   | SIGNATURE:                                                                          | DATE:     |
|----------------------------------------|-----------------|-------------------------------------------------------------------------------------|-----------|
| Ant Valley Capital Improvement Committ | Donald D Harlan |  | 2/11/2022 |

## **Grant Application**

### **Mint Valley Racquet and Fitness Club**

#### **Court resurfacing project for the four indoor tennis/pickleball courts**

**Need:** The Mint Valley Racquet and Fitness Club (herein after called MVR&F) houses the ONLY indoor tennis/pickleball courts in Cowlitz county. The next closest facility is located in Vancouver (Clark County) more than 40 miles away. The MVR&F facility was built in 1978 and needs major updates to the bathrooms, locker rooms and resurfacing of the courts. While these improvements are much needed, our next step in renovations and most important need is the resurfacing and repair of the four indoor tennis/pickleball courts. It has been 30 years or more since the MVR&F have been resurfaced. The industry standard for resurfacing courts is approximately 8-10 years. The courts at Mint Valley are 20+ years overdue.

First and foremost, given the age of the surface on the four indoor courts, they have become extremely fast. The ball skids and slides on the surface making it difficult to play and react to. This is very difficult for our aging seniors and consequently makes tennis rallies shorter and the game much more difficult to play. In addition to difficult play, our aging court surfaces have become so worn that traction is minimal and may allow for slipping or falling when playing tennis or pickleball. Furthermore, the aging court surface has begun to wear through to the prior surface color which was brown. The courts at Mint Valley are currently red and green. The aging courts are stained from prior roof leaks and bird poop which was problematic before the exterior siding was replaced. Prior to the siding repair, various animals infiltrated the building.

The membership and other tennis/pickleball enthusiasts at Mint Valley have generously donated several thousand dollars to assist in seeing the projects listed above come to fruition. We are seeking matching funds to allow these donated dollars to go as far as possible and bring Mint Valley back to gem it once was.

**Community Impact:** The four indoor courts at MVR&F support tennis and pickleball for members and non-members alike. In addition, there are courts for racquetball and wallyball and a full collection of exercise and fitness equipment. The MVR&F club is surrounded by residential areas and is within walking distance to Mint Valley Elementary School. The indoor tennis facility is home to all three local high schools tennis programs and provides courts for both boy's and girl's practices, matches and district tournaments. In addition, MVR&F hosts 4-6 U.S. Tennis Association Jr. Tennis Tournaments which bring players and families from Washington, Oregon, Idaho and as far away as Canada to the Longview area. MVR&F provides yearly USTA league play for adults ages 18 and over, children's and junior tennis lessons, pickleball tournaments, fund raising events for local and regional charities, and a variety of much needed fun and fitness activities for the Longview community.

**Access:** MVR&F remains open to the public year-round. The facility is open to members and non-members alike. All are welcome.

**Financial Responsibility:** The new court surfacing will last approximately 8-10 years per industry standards. Of course, it can be in place as long as the prior surface 30+ years. This resurfacing will

encompass a three-coat system and should be much more durable than the prior resurface done 30 years ago.

Cost Benefit: The health and safety of the public using MVR&F is paramount, and creating safe tennis court surfaces for our members and nonmembers is important. In addition, with the tennis court resurfacing, we will be creating 2 additional permanent pickleball court lines. This will create 4 pickleball courts in total. Having safe tennis and pickleball court surfaces is imperative for all court users, particularly our seniors.

Compliance: The health, safety and fitness of all people using Longview park facilities is the prime goal and objective of all City Parks Plans. It is the responsibility of the city to maintain these facilities in a proper, safe and updated fashion. The most recent Parks and Recreation Comprehensive Plan of 2016 actually failed to mention the needs and community contributions of the MVR&F facility. The first mention of the facility wrapped it together with the Mint Valley Golf Course, but all subsequent community questionnaires and surveys just referenced the "Golf Course" itself. The specific and unique needs of the MVR&F were neither identified nor planned for. The Plan has goals and objectives for the Golf Course (Section 2.7), but nothing with regards to MVR&F. Furthermore, the MV Golf Course has an Advisory Committee to represent its needs, but MVR&F does not have such a voice. This may help explain the lack of attention and backlog of maintenance needed at the MVR&F facility.

Readiness to Proceed: We will be able to proceed with this project as contractor's schedule allows. The summer months are the best times for resurfacing as the hot summer days add to the drying and curing of the new surface. Our goal is to have this project scheduled and completed by the middle of August.

Funding: Cash on hand and donations: ~~\$21,000~~ (friends, businesses, tennis/pickle aficionados)  
**\$35,000**



# Neighborhood Park Grant Program History

## 1997

|                        |                                                  |          |
|------------------------|--------------------------------------------------|----------|
| Central Youth Baseball | Fencing                                          | \$2,200  |
| Robbins Residents      | 1 <sup>st</sup> phase development at Hoehne Park | \$9,800  |
| Early Edition Rotary   | 1 <sup>st</sup> phase development of Rotary Park | \$13,000 |

## 1998

|                        |                                            |         |
|------------------------|--------------------------------------------|---------|
| Central Youth Baseball | Fencing, parking                           | \$2,800 |
| Longview Soccer Club   | New water meter/irrigation                 | \$5,000 |
| Western Youth Baseball | Asphalt surface                            | \$5,000 |
| Babe Ruth Baseball     | Concession/score booth bldg                | \$8,200 |
| Early Edition Rotary   | 2 <sup>nd</sup> phase dev., picnic shelter | \$4,000 |

## 1999

|                         |                                             |          |
|-------------------------|---------------------------------------------|----------|
| Western Youth Baseball  | paving for paths                            | \$5,000  |
| Central Youth Baseball  | fencing                                     | \$3,463  |
| Longview Girls Softball | Irrigation                                  | \$3,546  |
| Longview Babe Ruth      | 2 <sup>nd</sup> phase: score booth building | \$10,000 |

## 2000

|                        |                                     |         |
|------------------------|-------------------------------------|---------|
| Noon Rotary            | Paved path at south end of the Lake | \$7,000 |
| Marilyn Hoehne         | Picnic shelter at Hoehne Park       | \$5,000 |
| Longview Babe Ruth     | Field improvements - Roy Morse      | \$3,000 |
| CVG Grade School       | Handicap play equipment at school   | \$7,500 |
| Central Youth Baseball | Field fencing - Highland Park       | \$2,500 |

## 2001

|                         |                                           |         |
|-------------------------|-------------------------------------------|---------|
| Longview Noon Rotary    | playground equipment at south end of lake | \$7,500 |
| Cowlitz Co. Slow Pitch  | infield dirt for two softball diamonds    | \$3,000 |
| Lv Public Service Group | restoration of sunken gardens             | \$6,530 |
| Central Youth Baseball  | field fencing at Archie Anderson park     | \$2,457 |
| Longview Kiwanis        | picnic table                              | \$350   |
| Longview Babe Ruth      | backstop construction                     | \$3,400 |
| Longview Girls Softball | exterior painting of concession building  | \$1,763 |

## 2002

|                          |                                                |         |
|--------------------------|------------------------------------------------|---------|
| Longview Public Ser. Gp. | Japanese Island Bridge Project                 | \$8,000 |
| Longview Soccer Assoc.   | Soccer Goals for 7th Ave. Park                 | \$1,300 |
| Longview Public Ser. Gp. | Lighting for the sunken gardens                | \$2,000 |
| Columbia Hts. Elem. Sch. | Playground Equipment                           | \$8,000 |
| Longview Girls Softball  | Bleachers for 7 <sup>th</sup> Ave. Park Fields | \$2,400 |
| Longview Babe Ruth       | New backstop at Roy Morse Park                 | \$3,300 |

## 2003

|                           |                                            |         |
|---------------------------|--------------------------------------------|---------|
| Pathways 2020             | Anderson Pk. Basketball court Improv.      | \$6,000 |
| Central Youth Baseball    | Filed fencing improvements                 | \$343   |
| Longview Babe Ruth        | Safety netting at Roy Morse Pk Fields      | \$2,750 |
| Columbia Hghts Elem. Sch. | 2nd phase of playground equip. replacement | \$6,800 |
| Longview Soccer Assoc.    | New clubhouse building construction        | \$5,900 |
| Longview Girls Softball   | Bleacher and dugout bench improvements     | \$1,667 |
| Western Youth Baseball    | Purchase of picnic tables                  | \$1,540 |

## 2004

|                                    |                                       |          |
|------------------------------------|---------------------------------------|----------|
| Go 4 <sup>th</sup> Festival Assoc. | Lake Sacajawea Pk. Plaza Improvements | \$5,000  |
| Longview Girls Softball            | Picnic Shelters & Bullpens            | \$3,000  |
| Western Youth Baseball             | Field Lighting & Electric Upgrades    | \$10,000 |

## 2005

|                           |                                          |          |
|---------------------------|------------------------------------------|----------|
| Longview Early Ed. Rotary | Spray Park Construction – Catlin Grounds | \$20,000 |
| Chamber of Commerce       | Electrical upgrades – R.A. Long Park     | \$2,500  |
| Babe Ruth Baseball        | Safety fencing                           | \$2,500  |

## **2006**

|                                         |                                            |          |
|-----------------------------------------|--------------------------------------------|----------|
| Go 4 <sup>th</sup> Festival Association | Lake Sacajawea Pk. Plaza Improvements      | \$10,000 |
| Longview Soccer Assoc.                  | Purchase of 14-sets of portable goals      | \$8,000  |
| Babe Ruth Baseball                      | Create four pitching warm-up areas         | \$2,800  |
| Western Youth Baseball                  | Create maintenance materials storage area  | \$2,200  |
| Longview Girls Softball                 | Purchase & installation of two scoreboards | \$2,000  |

## **2007**

|                            |                                                      |          |
|----------------------------|------------------------------------------------------|----------|
| Altrusa International Club | Playground equipment-Vil Mt. Solo Pk.                | \$10,000 |
| Longview Noon Rotary       | Basketball court – Vil Mt. Solo Park                 | \$10,500 |
| Babe Ruth Baseball         | Pitching warm-up areas – R. Morse Pk.                | \$2,000  |
| Longview Girls Softball    | Extend dugouts/pitching warm-up – 7 <sup>th</sup> Av | \$2,500  |

## **2008\***

|                        |                                        |         |
|------------------------|----------------------------------------|---------|
| Babe Ruth Baseball     | Safety netting and security lighting   | \$2,825 |
| Western Youth Baseball | Field renovation & dugout construction | \$4,000 |
| Longview Soccer Assoc. | Development of a new practice field    | \$3,395 |

\*The low number of applications this year allowed the City to develop the first phase of the dog park at Gerhart Gardens Park with the balance of the funding available, with a financial contribution from FOLA but not at the level required of Neighborhood Park Grant recipients.

## **2009**

|                            |                                                            |          |
|----------------------------|------------------------------------------------------------|----------|
| Central Youth Baseball     | Field & facil. improvements – Anderson Pk                  | \$1,938  |
| Kessler School PTO         | Play equipment & drainage – Kessler Sch.                   | \$3,000  |
| Willapa Hills Audubon      | Inst. of bird identification panels – lake pk.             | \$3,495  |
| Old Westside Neigh. Assoc. | 2 metal picnic tables – Vandercook Pk.                     | \$1,048  |
| Longview Girls Softball    | Fence caps - all fences & field 4 imp.-7 <sup>th</sup> Ave | \$2,597  |
| Longview Soccer Assoc.     | Irrigation system for 2 fields – 7 <sup>th</sup> Ave. Pk.  | \$12,922 |

## **2010**

|                           |                                                                 |          |
|---------------------------|-----------------------------------------------------------------|----------|
| Central Youth Baseball    | Field Improvements – Archie Anderson                            | \$2,954  |
| Longview Noon Rotary      | Surfacing for Hemlock Playground                                | \$10,000 |
| Old Westside Neighborhood | Sidewalk Repair at Vandercook Park                              | \$2,500  |
| Longview Girls Softball   | Safety Netting at 7 <sup>th</sup> Avenue Park                   | \$1,238  |
| Longview Soccer Club      | 2 <sup>nd</sup> Phase Irrigation at 7 <sup>th</sup> Avenue Park | \$8,308  |

## **2011**

|                        |                                          |          |
|------------------------|------------------------------------------|----------|
| Central Youth Baseball | Improvements - Archie Anderson Park      | \$4,757  |
| Western Youth Baseball | Outfield fencing - John Null Park        | \$4,748  |
| Longview Babe Ruth     | Various - Roy Morse Park                 | \$10,000 |
| Village @Mt. Solo      | Benches - Altrusa Park                   | \$1,373  |
| Longview Soccer Club   | Irrigation at 7 <sup>th</sup> Ave. Park. | \$4,122  |

## **2012**

|                        |                                            |          |
|------------------------|--------------------------------------------|----------|
| Central Youth Baseball | Improvements- Field, Fencing, Mound        | \$6,955  |
| Longview Soccer Club   | Field development, fencing, netting, mower | \$11,991 |
| Western Youth Baseball | Fence Replacement, two pitching mounds     | \$6,054  |

## **2013**

|                         |                                                   |          |
|-------------------------|---------------------------------------------------|----------|
| Longview Babe Ruth      | Bleachers, Fence, Lights, Tarps, Pitching Machine | \$4,355  |
| Longview Youth Baseball | Fencing, Field Dirt, Building Paint               | \$10,909 |
| Longview Girls Softball | Field Dirt, Grill, Dugout Improvements            | \$4,124  |
| *Longview Soccer        | *Field 9 Irrigation                               | \$5,612  |

## **2014**

|                                       |                                         |          |
|---------------------------------------|-----------------------------------------|----------|
| Go 4 <sup>th</sup> Festival Committee | Bleacher Safety Retrofit                | \$1,300  |
| Longview Girls Softball               | New Clubhouse Roof                      | \$3,470  |
| Tyler Rinck                           | Roy Morse Disc Golf                     | \$5,000  |
| *Friends of Longview                  | *Shay Lighting and Security Project     | \$3,800  |
| <b>2015</b>                           |                                         |          |
| *Roger Peters                         | *Sidewalk to Squirrel Sculpture         | \$2,975  |
| Friends of Longview                   | Shay Protective Fence                   | \$5,000  |
| Longview Girls Softball Association   | Repair fencing and install t-ball field | \$4,306  |
| City of Longview Parks Department     | Playground Replacement Parts            | \$6,545  |
| C.R.E.T.E. Culture                    | Cloney Skate Park Paint Project         | \$4,557  |
| Friends of Off Leash Areas            | Footpath at Gerhart Gardens Dog Park    | \$700    |
| <b>2016</b>                           |                                         |          |
| Friends of Off Leash Areas            | Footpath at Gerhart Gardens Dog Park    | \$928    |
| Wyatt Brown                           | BMX Bike Improvements                   | \$2,125  |
| Longview Girls Softball               | Backstop Repair                         | \$1,672  |
| *Friends of Longview                  | Shay Pavillion Lighting*                | \$10,620 |
| Community Garden Committee            | Garden Irrigation Replacment            | \$2,700  |
| Parks Department                      | Playground Replacement Parts            | \$6,955  |
| <b>2017</b>                           |                                         |          |
| Longview Babe Ruth                    | Roy Morse Field Improvements            | \$5,200  |
| Longview Pioneer Lions                | Lions Shelter Upgrade                   | \$5,000  |
| *Lion's Den Boxing                    | Boxing Club House Improvements*         | \$4,200  |
| *Go 4th Association                   | Electrical upgrades – Lake Sacajawea*   | \$3,000  |
| Longivew Pickleball                   | Court Revitalization                    | \$7,383  |
| <b>2018</b>                           |                                         |          |
| Babe Ruth Baseball                    | Roy Morse Field Improvements            | \$7,000  |
| Harlie's Angels                       | Harlie's Hoops                          | \$20,000 |
| <b>2019</b>                           |                                         |          |
| Harlie's Angels                       | Harlie's Hoops                          | \$13,950 |
| First Tee                             | First Tee Equipment                     | \$5,000  |
| *First Tee                            | Drop In Teen Center Planning*           | \$2,500  |
| Valley Golf Academy                   | Teaching Studio                         | \$3,550  |
| <b>2020</b>                           |                                         |          |
| Longview Soccer Club                  | New Mower                               | \$11,000 |
| Harlie's Angels                       | Harlie's Hoops                          | \$14,000 |

From 1997 to current the City has provided **\$564,665** in matching Neighborhood Park Grants. This means that over **\$1,129,330** have gone back into improving the park system.

*\* Projects that are still incomplete or have not be submitted for reimbursement.*

|                              |                      |          |
|------------------------------|----------------------|----------|
| <b>2021</b>                  |                      |          |
| *Babe Ruth Baseball          | Restroom Update*     | \$4,000  |
| *Mint Valley Racquet Complex | Ceiling Replacement* | \$21,000 |



# City of Longview

## Agenda Summary

### **RESOLUTION NO. 2402 ACCEPTING THE LONGVIEW PUBLIC DEVELOPMENT AUTHORITY'S 2021 ANNUAL REPORT TO THE CITY**

#### **RECOMMENDED ACTION:**

**MOTION TO ADOPT RESOLUTION NO. 2402**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Council Initiative: Strengthen economic conditions & create new opportunities

#### **CITY ATTORNEY REVIEW: REQUIRED**

#### **SUMMARY STATEMENT:**

LMC 2.71.220 provides that the Public Development Authority (PDA) shall file an annual report with the City Clerk and the City Council detailing its assets and liabilities, and summarizing its significant accomplishments, and projects and activities to be undertaken during the current year. The PDA has drafted and approved the attached annual report.

#### **RECOMMENDED ACTION:**

Motion to approve Resolution No.2402

#### **STAFF CONTACT:**

Kurt Sacha, City Manager

Brian Magnuson, PDA Chairman

#### **Attachments:**

1. Resolution 2402 - 2021 Annual Report from PDA to Council
2. 2021 Longview Public Development Authority Report to Council - SIGNED
3. PDA Balance Sheet (2021 1231)
4. PDA Income Statement (2021 1231)
5. Resolution No PDA 22-001 - 2022 BUDGET RESOLUTION - SIGNED

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**A RESOLUTION ACCEPTING THE LONGVIEW PUBLIC DEVELOPMENT  
AUTHORITY'S 2021 ANNUAL REPORT TO THE CITY COUNCIL**

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WHEREAS, the City of Longview has created the Longview Public Development Authority (PDA) for the purpose of economic development and focus on implementation of the Cowlitz County Event Center Master Plan; and

WHEREAS, LMC 2.71.220 provides that the PDA shall file an annual report with the city clerk and the city council detailing its assets and liabilities, and summarizing its significant accomplishments, and projects and activities to be undertaken during the current year.

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

**Section 1.** The City Council accepts the 2021 annual report of the Longview Public Development Authority, attached to this Resolution as Exhibit A and incorporated by this reference.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this \_\_\_\_ day of April, 2022.

---

Mayor

ATTEST:

---

City Clerk

# **2021 Longview Public Development Authority**

## **Annual Report to the Longview City Council**

In accordance with LMC 2.71.220, the Longview Public Development Authority makes this annual report to the Longview City Council for the year 2021.

### **Statement of assets and liabilities:**

See attached balance sheet

### **Income and expenditures:**

See attached balance sheet

### **Changes in financial position during the previous year:**

See attached Income Statement

### **Summary of significant accomplishments:**

Due to COVID-19, the process of looking for a hotel developer has not progressed.

### **List of depositories used:**

Heritage Bank, Longview, Washington

### **Projected operating budget for the current fiscal year:**

See attached

### **A summary of the projects and activities to be undertaken during the current year:**

The land transfer to the PDA from Cowlitz County was approved and officially recorded with the County in May 2021.

A Request for Proposals was issued in May 2021 to market the property. One response was received from Norris & Stevens. Norris & Stevens presented three offers that were received. A buyer was chosen but did not choose to move forward.

### **A list of authority officials and a list of officials bonded:**

Board members:

Brian Magnuson, Chair  
Holly McShane, Secretary  
Bob Gregory  
George Raiter  
Dave Andrew

Executive Director: n/a

Presented this 22 Day of March, 2022

Brian Magnuson  
Brian Magnuson, Chairman

---

*Longview Public Development Authority*

**BALANCE SHEET**

As of December 31, 2021

|                                    | 2021   | 2020     |
|------------------------------------|--------|----------|
| Assets:                            |        |          |
| Cash                               | \$ 645 | \$ 1,012 |
| Receivables (net)                  |        |          |
| Due from other governments         | -      | -        |
| Total assets                       | 645    | 1,012    |
| Liabilities and fund balance       |        |          |
| Liabilities:                       |        |          |
| Accounts payable                   | -      | -        |
| Total liabilities                  | -      | -        |
| Fund balance:                      |        |          |
| Unreserved                         | 645    | 1,012    |
| Total fund balance                 | 645    | 1,012    |
| Total liabilities and fund balance | \$ 645 | \$ 1,012 |

**STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE**

For the year ended December 31, 2021

|                                                                                                                         | 2021          | 2020            |
|-------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Revenues:                                                                                                               |               |                 |
| Intergovernmental                                                                                                       | \$ 3,088      | \$ 2,338        |
| Miscellaneous:                                                                                                          |               |                 |
| Interest earnings                                                                                                       | -             | -               |
| Other miscellaneous                                                                                                     | -             | -               |
| Total revenues                                                                                                          | <u>3,088</u>  | <u>2,338</u>    |
| Expenditures:                                                                                                           |               |                 |
| Current:                                                                                                                |               |                 |
| Economic environment                                                                                                    | 3,455         | 2,338           |
| Capital outlays                                                                                                         | -             | -               |
| Total expenditures                                                                                                      | <u>3,455</u>  | <u>2,338</u>    |
| Excess (deficiency) of revenues<br>over (under) expenditures                                                            | (367)         | -               |
| Other financing sources (uses):                                                                                         |               |                 |
| Proceeds of general fixed assets                                                                                        | -             | -               |
| Operating transfers in                                                                                                  | -             | -               |
| Operating transfers out                                                                                                 | -             | -               |
| Total other financing sources (uses)                                                                                    | <u>-</u>      | <u>-</u>        |
| Excess (deficiency) of revenues<br>and other financing sources<br>over (under) expenditures<br>and other financing uses | (367)         | -               |
| Fund balance, January 1                                                                                                 | 1,012         | 1,012           |
| Fund balance, December 31                                                                                               | <u>\$ 645</u> | <u>\$ 1,012</u> |

RESOLUTION NO. 22-001

A Resolution adopting the Longview Public Development Authority's budget for calendar year 2022; providing for an effective date of January 1, 2022.

The Board of the Longview Public Development Authority do resolve as follows:

Section 1. That the Longview Public Development Authority budget for the current calendar year of 2022, as the same now appears on file with the Secretary of the Board, and the same is hereby, in all respects, adopted and approved.

Section 2. That the following are the separate totals for revenues anticipated for the calendar year 2022:

|                            |             |
|----------------------------|-------------|
| <u>Revenues</u>            | <u>2022</u> |
| Intergovernmental Revenues | \$25,000.00 |

Section 3. That the following are the separate totals for the total dollar appropriation for the calendar year 2022:

|                      |             |
|----------------------|-------------|
| <u>Appropriation</u> | <u>2022</u> |
| Supplies & Services  | \$25,000.00 |

Section 4. That the Board Secretary be, and is hereby authorized and directed to transmit to the Washington State Auditor's Office a copy of the budget, as adopted.

Section 5. This Resolution shall be in full force and effect upon approval by the Board.

Approved by the Board this \_\_\_\_ day of March, 2022.

Approved by the Board President this 22 nd day of March, 2022.

Brian Magnuson  
PRESIDENT

ATTEST:

Mary McShane  
SECRETARY

APPROVED AS TO FORM:

James (Mr.) Aman  
Board Attorney



# City of Longview

## Agenda Summary

**REQUEST TO SET PUBLIC HEARING FOR APRIL 28, 2022, FOR AMENDMENT TO HUD ANNUAL ACTION PLAN: REPURPOSE 2018 HOME FUNDS FROM PURCHASE HOME FOR AFFORDABLE HOUSING FOR VETERANS, TO TENANT BASED RENTAL ASSISTANCE.**

**RECOMMENDED ACTION:**

**SET PUBLIC HEARING FOR APRIL 28, 2022 FOR AMENDMENT TO HUD ANNUAL ACTION PLAN TO REPURPOSE \$88,745 IN 2018 HOME FUNDS TO TBRA.**

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:** Strengthen economic conditions & create new opportunities

**CITY ATTORNEY REVIEW:** N/A

**SUMMARY STATEMENT:**

A request has been made to re-purpose \$88,745 in 2018 HOME funds which were approved by City Council in 2020 to go toward purchase of a house by HOSWWA for a group home for veterans. The funds were originally allocated to a potential HOSWWA project called Parkview Apartments which would have constructed a portion of a new 120 unit apartment complex on property in West Longview on Ocean Beach Hwy, locally known as Rabbit's Run. When this project did not move forward immediately, the funds were moved to what would have been a faster project to help purchase 1 house. Since the reallocation, housing prices have nearly doubled and HUD funds are very difficult to use in a competitive market because they require a 90 day closing period while environmental review is completed. HOSWWA has now requested the funds be re-directed toward the urgent need of rent assistance during a time of steep increases in rents. Existing and future recipients of rent assistance funds are at risk of losing housing and becoming homeless due to shortfalls of funding resulting for rising rents.

Staff supports this request as tenant-based-rental-assistance requires little to no environmental review and the funds can be spent immediately. HOSWWA has been a great partner on these projects in the past.

**STAFF CONTACT:**

Adam Trimble, Planning Manager

Attachments: None



# City of Longview

## Agenda Summary

### **BID REVIEW – LAKE SACAJAWEA PARK RESTORATION**

#### **RECOMMENDED ACTION:**

**MOTION TO ACCEPT THE LOW BID AND AWARD TO MIDWAY UNDERGROUND SCHEDULES A & B IN THE AMOUNT OF \$911,084.26**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Address quality of place issues

#### **SUMMARY STATEMENT:**

This project calls for sidewalk, ADA, restroom, and dock improvements within the Lake Sacajawea Park.

On March 23, 2022, four bids were received as follows:

\$1,206,294.55 – Midway Underground, Toledo, WA

\$1,242,619.12 – Advanced Excavating Specialists, LLC, Kelso, WA

\$1,323,957.24 – Lee Contractors, LLC, Battle Ground, WA

\$1,739,658.77 – McDonald Excavating, Inc., Washougal, WA

#### **\$1,100,000.00 - Engineer's Estimate**

The bid received was determined to be regular and responsive.

#### **FINANCIAL SUMMARY:**

This project is funded through the Capital Projects Fund in part with a grant from the State of Washington.

#### **STAFF CONTACT:**

Ivona Kininmonth, Project Engineer

Attachments: None



# City of Longview

## Agenda Summary

### **CONSULTANT AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL FOR BEECH STREET BOX CULVERT OPEN CHANNEL**

#### **RECOMMENDED ACTION:**

**MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Provide sustainable water quality & environmental infrastructure.

#### **CITY ATTORNEY REVIEW: REQUIRED**

#### **SUMMARY STATEMENT:**

The proposed improvement is a feasibility study of the concept of removing the existing wood box culvert and creating an open channel in its place. The existing box culvert is located in the median of Beech Street, between 20th and 28th Avenues. This project is funded by ARPA funding. The work performed by the Consultant consists of preparing a feasibility study / proof of concept design, preliminary cost estimates, a design report, and assistance with funding applications for future phases.

The proposed scope of work is attached.

#### **FINANCIAL SUMMARY:**

The PBS contract amount for this phase is \$90,000. The cost of this contract will be paid for by ARPA Funds.

#### **STAFF CONTACT:**

Ken Hash, Public Works Director

#### **Attachments:**

1. PBS Scope of work

## Agreement For Engineering Services

Agreement Number \_\_\_\_\_

Agreement Type (Choose One)

☐ **Lump Sum**

Lump Sum Amount \$ \_\_\_\_\_

☐ **Cost Plus Fixed Fee**

Overhead Progress Payment Rate \_\_\_\_\_ %

Overhead Cost Method

☐ Actual Cost

☐ Actual Cost Not To Exceed \_\_\_\_\_ %

☐ Fixed Rate \_\_\_\_\_ %

Fixed Fee \$ \_\_\_\_\_

☒ **Specific Rates of Pay**

☒ Negotiated Hourly Rate

☐ Provisional Hourly Rate

☐ **Cost Per Unit of Work**

PBS Engineering & Environmental  
416 W 6<sup>th</sup> St  
Suite 601  
Vancouver, WA 98660  
360.695.3488

Project Title And Work Description

**Beech Street Box Culvert Open Channel**

DBE Participation

☐ Yes ☒ No \_\_\_\_\_ %

WBE Participation

☐ Yes ☒ No \_\_\_\_\_ %

Federal ID Number or Social Security Number

**93-0870218**

Do you require a 1099 for IRS?

☐ Yes ☒ No

Completion Date

12/31/22

Total Amount Authorized \$ 90,000

Management Reserve Fund \$ 0

Maximum Amount Payable \$ 90,000

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Longview, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "ENGINEER".

**WITNESSETH THAT:**

**WHEREAS**, the CITY desires to accomplish the above referenced project; and

**WHEREAS**, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a ENGINEER to provide the necessary services for the PROJECT; and

**WHEREAS**, the ENGINEER represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the CITY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The ENGINEER shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

## **II SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT. The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will re-perform any services not meeting this standard without additional compensation.

## **III GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY.

The ENGINEER shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the ENGINEER sufficient notice prior to meetings requiring ENGINEER participation. The ENGINEER shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so the progress of the work can easily be evaluated.

All reports, PS&E materials, and other data, furnished to the ENGINEER by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products in hard copy or electronic format prepared by the ENGINEER prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the ENGINEER.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **IV TIME FOR BEGINNING AND COMPLETION**

The ENGINEER shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be exceeded because of any delays attributable to the ENGINEER, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the ENGINEER. A prior amended agreement issued by the CITY is required to extend the established completion time.

#### **V PAYMENT**

The ENGINEER shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work".

#### **VI SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "F" attached hereto, and by this reference made part of this AGREEMENT. Compensation for this subconsultant work shall be based on the cost shown on Exhibit "D" attached hereto, and by this reference made part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The ENGINEER shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

#### **VII EMPLOYMENT**

Any and all employees of the ENGINEER or other persons while engaged in the performance of any work or services required of the ENGINEER under this AGREEMENT, shall be considered employees of the ENGINEER only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act

on behalf of said employees or other persons while so engaged, shall be the sole obligation and responsibility of the ENGINEER.

## **VIII TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten days written notice to the ENGINEER.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the ENGINEER, a final payment shall be made to the ENGINEER as shown in Exhibit "E" attached hereto, and by this reference made part of this AGREEMENT, for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the ENGINEER of the Notice to Terminate. If the accumulated payment made to the ENGINEER prior to Notice of Termination exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the ENGINEER shall immediately reimburse the CITY for any excess paid.

If the services of the ENGINEER are terminated by the CITY for default on the part of the ENGINEER, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the ENGINEER in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the ENGINEER was not in default or that the ENGINEER's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the ENGINEER or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the ENGINEER hereby agree to complete the work under the terms of this AGREEMENT, unless requested otherwise by the CITY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the ENGINEER and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the ENGINEER, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the ENGINEER for any breach of this AGREEMENT by the ENGINEER, or for failure of the ENGINEER to perform work required of it under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the ENGINEER.

## **IX CHANGES OF WORK**

The ENGINEER shall make such changes and revisions in the complete work of the AGREEMENT as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the ENGINEER shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIII.

## **X DISPUTES**

Any dispute concerning questions of fact in connections with the work not disposed of by AGREEMENT between the ENGINEER and the CITY shall be referred for determination to the Director of Public Works or City Engineer of the CITY, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Work's or City Engineer's decision, that decision shall be subject to de novo judicial review.

## **XI VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in Cowlitz County Superior court. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The ENGINEER hereby consents to the personal jurisdiction of Cowlitz County Superior Court within the State of Washington.

## **XII LEGAL RELATIONS AND INSURANCE**

The ENGINEER shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The ENGINEER shall indemnify and hold the CITY, their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the

ENGINEER's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require the ENGINEER to indemnify the CITY against and hold harmless the CITY and its agents, officers and employees from claims, demands or suits based solely upon the conduct of the City and its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the ENGINEER's agents or employees and (b) the CITY and its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the ENGINEER's negligence or the negligence of the ENGINEER's agents or employees.

The ENGINEER's relation to the CITY shall be at all times as an independent contractor.

The ENGINEER specifically assumes potential liability for actions brought by the ENGINEER's own employees against the CITY and, solely for the purpose of this indemnification and defense, the ENGINEER specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The ENGINEER recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the ENGINEER shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the ENGINEER shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The ENGINEER shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollars (\$1,000,000) combined single limit.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the ENGINEER, the CITY will be named on all policies as an additional insured. The ENGINEER shall furnish the CITY with verification of insurance and endorsements required by this AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The ENGINEER shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days' prior notice to the CITY.

The ENGINEER's professional liability to the CITY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater. In no case shall the ENGINEER's professional liability to third parties be limited in any way.

The CITY will pay no progress payments under Section V until the ENGINEER has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

### **XIII EXTRA WORK**

- A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The ENGINEER must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within 30 days from the date of the receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before the final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the ENGINEER from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written amendment to this AGREEMENT.

### **XIV ENDORSEMENT OF PLANS**

The ENGINEER shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

### **XV**

## **CERTIFICATION OF THE ENGINEER AND THE CITY**

Attached hereto is Exhibit "A" Certification of the ENGINEER and Certification regarding debarment, suspension and other responsibility matters – primary covered transaction, and by this reference made part of this AGREEMENT.

## **XVI COMPLETE AGREEMENT**

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

## **XVII SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid terms, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

## **XVIII HEADINGS**

The headings to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

## **XIX EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same Agreement. The ENGINEER does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the ENGINEER, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

PBS Engineering and Environmental

\_\_\_\_\_  
ENGINEER FIRM

CITY OF LONGVIEW:

By   
Cory Kratovil, Project Manager

By \_\_\_\_\_  
Kurt Sacha, City Manager

APPROVED AS TO FORM

By \_\_\_\_\_  
James J. McNamara, City Attorney

**Exhibit A**  
**Certification of ENGINEER**

I hereby certify that I am Greg Jellison and am a duly authorized representative of the firm of PBS engineering and Environmental whose address is 1325 Southeast Tech Center Drive, Suite 140 Vancouver, WA 98683 and that neither I nor the above firm I hereby represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or to retain the services of any firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

3/31/2022

(Date)



Digitally signed by Gregory Jellison  
Date: 2022.03.31 15:43:42-07'00'

(Signature) President or Authorized Official of ENGINEER

**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CITY;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

3/31/2022

(Date)



Digitally signed by Gregory Jellison  
Date: 2022.03.31 15:44:10-07'00'

(Signature) President or Authorized Official of ENGINEER

**EXHIBIT B**  
**SCOPE OF WORK**

**PROJECT DESCRIPTION**

**SCOPE OF WORK**

See attachment A

**Exhibit C**  
**Payment**  
**(Negotiated Hourly Rate)**

The ENGINEER shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

**1. Hourly Rates**

The ENGINEER shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit D attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the ENGINEER or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

**2. Direct Non-salary Costs**

Direct non-salary costs will be reimbursed at the actual cost to the ENGINEER and any negotiated mark-up. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed as the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for non-salary costs, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the ENGINEER. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

**3. Management Reserve Fund**

The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the ENGINEER for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$50,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIII, "Extra Work".

**4. Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section XIII, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

**5. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit D, including names and classifications of all employees, and invoices for all direct non-salary expenses. Undisputed invoices or portions thereof, are due and payable within 30 days of receipt.

**6. Inspection of Accounting Records**

ENGINEER and his/her subconsultants will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to CITY during ENGINEER's normal business hours for a period of 3 years after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The three-year retention period begins when the ENGINEER receives final payment.

**7. Final Payment**

Final Payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the ENGINEER shall constitute a release of all claims for payment which the ENGINEER may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the ENGINEER prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the ENGINEER or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the ENGINEER, the ENGINEER will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the ENGINEER for any claims relating to the validity of a finding by the CITY of overpayment.

## **Exhibit D**

See attachment A

**Exhibit E**  
**Payment Upon Termination Of Agreement**  
**By The CITY Other Than For Fault Of The ENGINEER**  
**(Refer to Agreement, Section VIII)**

**Lump Sum Contracts**

A final payment shall be made to the ENGINEER which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the ENGINEER shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the ENGINEER which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the ENGINEER shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the ENGINEER for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the ENGINEER for actual units of work completed at the time of termination of this AGREEMENT.

**Exhibit F**  
**Subcontractors**

Kittelson and Associates, Inc.



# **Scope of Work: Beech Street Box Culvert Open Channel**

PBS Project 71894.000

Client: City of Longview

## **I. Introductions**

PBS Engineering and Environmental Inc. (PBS) was selected to perform an evaluation of the existing Beech Street box culvert. We will evaluate the possibility of replacing the existing box culvert with an open channel

This effort is being performed with ARPA funds.

## **II. Project Description/Background**

The existing box culvert along Beech Street is in need of replacement. The City has a design for the replacement of this culvert. City Council has asked to evaluate the feasibility of an open channel.

The goal of this project is to evaluate the feasibility of an open channel roundabout corridor, and to establish a funding plan for the improvements. PBS will provide the City with the appropriate documentation to evaluate the cost and benefits of the open channel roundabout corridor versus the culvert replacement project.

## **III. Assumptions**

- City will provide existing survey and as-built information for the corridor
- City will be available for weekly coordination meetings
- City will attend the IACC conference with the Consultant
- This scope is intended to be a general outline of the current anticipated path forward for this evaluation, and is intended to be flexible. Tasks will be added, changed, and/or removed as necessary to allow for the City and Consultant to best evaluate the open channel roundabout concept within the agreed upon budget.

## IV. Scope of Work

### **Task 1.0: Project Administration - \$12,000**

#### Subtask 1.1: Project Admin

- Invoices and

#### Subtask 1.2: Coordination with City

- Meetings and Notes

### **Task 2.0: Data Collection - \$8,000**

#### Subtask 2.1: Drone Survey

- Orthographic imagery
- Traffic operations video

#### Subtask 2.2: Integration of existing surveys

### **Task 3.0: Traffic Analysis - \$20,000**

#### Subtask 3.1: Operation Analysis (lite)

- Short memo

#### Subtask 3.2: Traffic Analysis (lite)

- Short memo

### **Task 4.0: Concept Development - \$30,000**

#### Subtask 4.1: Corridor vision (Washington Way to Oregon Way)

- Strip map

#### Subtask 4.2: Project Concept and estimate

- Strip map and estimate

#### Subtask 4.3: Project Summary

- Project summary memo

### **Task 5.0: Funding plan – \$5,000**

#### Subtask 5.1: TIB Coordination

- Calls, emails, and site visits

#### Subtask 5.2: Ecology Coordination

- Calls, emails, and site visits

### **Task 6.0: Public Outreach – \$15,000**

#### Subtask 6.1: Council Meeting

- Preparation and attendance

#### Subtask 6.2: Public Open House

- Preparation and attendance

#### Subtask 6.3: Council Meeting

- Preparation and attendance

#### Subtask 6.4: IACC Presentation

- Preparation and attendance

Services and deliverables shown above will be adjusted as needed to fit within the agreed upon contract amount.

**Total Contract Amount = \$90,000**



# City of Longview

## Agenda Summary

### **RESOLUTION NO. 2404: SURPLUS PROPERTY (FLEET)**

#### **RECOMMENDED ACTION:**

**ADOPT THE RESOLUTION DECLARING THE EQUIPMENT IDENTIFIED IN EXHIBIT "A" SURPLUS AND AUTHORIZE THE CITY MANAGER TO SELL OR DISPOSE OF IT IN THE MOST ADVANTAGEOUS MANNER.**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Effective Financial Management

#### **CITY ATTORNEY REVIEW: REQUIRED**

#### **SUMMARY STATEMENT:**

The equipment identified in Exhibit "A" of the attached resolution has been determined by staff to be no longer needed. Before these items can be sold, traded-in, or otherwise disposed of, they must be declared surplus. This resolution will declare these items surplus and authorize the City Manager to sell or otherwise dispose of it.

#### **STAFF CONTACT:**

Keith Walling, Fleet/Facilities Maintenance Manager

#### **Attachments:**

1. Res 2404 with Exhibit A

Resolution No. 2404

---

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN PROPERTY DEEMED TO BE SURPLUS TO THE REASONABLE FORESEEABLE NEEDS OF THE CITY OF LONGVIEW.

---

WHEREAS, certain items of equipment belonging to the City of Longview are obsolete and no longer used by the City; and

WHEREAS, the value, obsolescence and condition of these items of inventory make it impractical to trade the same in on future purchases of new inventory items from the list of assets of the City, and to obtain the maximum return for said inventory items, it would be in the best interest of the City to dispose of the same in a manner that will be to the best advantage to the City of Longview;

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

1. Based upon the finding and recommendations of the City Manager of said City, the items of inventory belonging to said City as shown on "Exhibit A", attached hereto and incorporated herein by this reference, are declared to be surplus to the foreseeable needs of the City.
2. That it is deemed to be for the common benefit of the residents of said City to dispose of said items of inventory.
3. That the City Manager is authorized to dispose of items listed on "Exhibit A", attached hereto, in a manner that will be to the best advantage to the City of Longview.

PASSED by the City Council of Longview, Washington, and approved by its  
Mayor this 14<sup>th</sup> day April, 2022.

---

Mayor

ATTEST:

---

City Clerk



|             |         |
|-------------|---------|
| <b>Date</b> | 4/05/22 |
|-------------|---------|

\**Method of Disposal Codes:* **A** = auctioneer handled through Fleet Dept., **B** = sealed bid process, **D** = dispose as scrap metal, **E** = ebay or similar, **G** = government transfer, **I** = inter-department transfer **N** = donate to nonprofit, **O** = other, **S** = state surplus program, **T** = trash

Date: 

Council Approval Date:



# City of Longview

## Agenda Summary

### **2022 EXTENSION AND RENEWAL OF AGREEMENT FOR COWLITZ COUNTY MINI-RURAL LIBRARY DISTRICT SERVICES**

#### **RECOMMENDED ACTION:**

**MOTION TO APPROVE EXTENSION/RENEWAL OF THE AGREEMENT.**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Address Quality of Place Issues

Continue Effective Financial Management

#### **CITY ATTORNEY REVIEW: REQUIRED**

#### **SUMMARY STATEMENT:**

The Cowlitz County Mini-Rural Library District Board wishes to extend the agreement with the City of Longview for the continuation of library services from May 1, 2022 through April 30, 2023. (The original contract began on May 1, 1998). The 2022-2023 agreement is in the amount of \$408,416.00 which represents a 2% increase over the 2021-2022 contract.

#### **STAFF CONTACT:**

Kurt Sacha, City Manager

#### **Attachments:**

1. MRLD Renewal 2022-23 (003)

**2022 EXTENSION AND RENEWAL OF  
AGREEMENT FOR LIBRARY SERVICES**

THIS EXTENSION AND RENEWAL AGREEMENT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF LONGVIEW, WASHINGTON, a code city of the State of Washington, (hereinafter referred to as "City") and COWLITZ COUNTY MINI-RURAL PARTIAL LIBRARY DISTRICT, a political subdivision of the State of Washington, organized and existing under and by virtue of RCW 27.12.080, (hereinafter referred to as "District"):

WITNESSETH:

WHEREAS, the City owns, maintains, and operates a Public Library, including real property, the Public Library Building, and including an extensive collection of library materials, as well as computers, software, furnishings, and fixtures, all of which was originally provided as a gift from Robert A. Long and Ella M. Long, and all of which has been maintained, improved and operated by funds derived from fees and taxes imposed upon the residents and citizens of the City; and

WHEREAS, heretofore, the City has permitted non-residents of the City to purchase the use of "Library Cards" and use the facilities of said Library, including the privilege of removing books and other materials for their temporary personal use; and

WHEREAS, the District was created to provide library services for its residents, and said District entered into an agreement with the City for such services to its residents for the period commencing May 1, 1998 and ending April 30, 1999; which said agreement has been renewed and extended annually; and said District now desires to extend and renew said agreement for the period commencing May 1, 2022 and ending April 30, 2023, by which the City will agree to provide library services to the residents of said District in the manner that such services are provided to residents of the City, and the voters of said District have approved an ad valorem tax levy in the sum of \$.50 per \$1,000 of assessed value of taxable real property within the boundaries of said District to pay for the privilege of such services to such residents; and

WHEREAS, said District has heretofore incurred certain indebtedness that should be paid from the ad valorem taxes described above; and

WHEREAS, the City Council of said City has agreed to extend and renew said AGREEMENT with said District for a period of one (1) year, commencing May 1, 2022 to provide Library Cards to the qualified residents of said District in order that they may use the facilities of said library and obtain the privilege of removing books and other materials therefrom for their personal use, subject to all of the rules and regulations regarding the use of said library and those relating to the removal and return of such books and materials;

NOW, THEREFORE, it is hereby, in consideration of mutual benefits to be derived therefrom, the parties hereto hereby promise and agree as follows:

1. LIBRARY CARDS: The City will issue Longview Public Library cards to residents of the District who meet the same qualifications as residents of the City, except for the residence qualification. Such Library Cards shall each be for a term of one (1) year, may be renewable and may be of a distinctive color or configuration to identify them as residents of the District.

2. LIBRARY SERVICES: Holders of Longview Public Library cards, issued pursuant to this 2022 EXTENSION AND RENEWAL AGREEMENT shall be entitled to all of the privileges of Library use that are accorded to residents of the City except for "homebound delivery".

3. PAYMENT FOR SERVICES: The District shall pay to the City an amount equal to the sum of \$408,416.00. Payment of all such taxes collected prior to May 10, 2022, shall be made on or about May 31, 2022; and payment of all such taxes collected after May 10, 2022 and prior to November 15, 2022, shall be made on or about November 29, 2022. Any such taxes thereafter collected shall be paid as and when received.

4. TERM OF AGREEMENT - EXTENSIONS: This 2022 EXTENSION AND RENEWAL AGREEMENT is for a term of one (1) year, commencing on the 1st day of May, 2022, and ending on the 30th day of April, 2023. Any books, materials, or other property of the Longview Public Library, then in the hands or possession of residents of the District who possess Library Cards, shall be returned to said library within the time required by the rules and regulations of the Longview Public Library. The City shall monitor the costs of providing services under the terms of this Agreement, and periodic reports shall be provided to the City Manager. Subject to a review of such costs by the City Council for rendering library services hereunder, and subject to the sole discretion and determination of the City Council of the City, this 2022 EXTENSION AND RENEWAL AGREEMENT may be extended for additional annual terms by an Extension Agreement or Agreements, executed by the District and by the City, and containing any additional agreements of the parties hereto, including any increases or decreases in annual payments to the City and the amount of any future ad valorem taxes levied within the District.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF LONGVIEW, WASHINGTON

COWLITZ COUNTY MINI-RURAL  
PARTIAL LIBRARY DISTRICT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chairperson

Attest:

Attest:

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

\_\_\_\_\_  
\_\_\_\_\_

(title)

Approved as to form:

\_\_\_\_\_  
City Attorney



# City of Longview

## Agenda Summary

### **ATU COLLECTIVE BARGAINING AGREEMENT**

#### **RECOMMENDED ACTION:**

**MOTION TO APPROVE THE ATU COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024.**

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Continue effective financial management

#### **CITY ATTORNEY REVIEW: N/A**

#### **SUMMARY STATEMENT:**

On February 28, 2022, ATU and the City reached a tentative agreement on the 2022-2024 Collective Bargaining Agreement (CBA). Multiple articles in the contract were opened for review and some language changes to clarify/improve the contract were made. ATU notified the City of member (25) ratification on March 15, 2022. The contract provides for a 3.50% Cost of Living Adjustment (COLA) in 2022 retroactive to January 1, 2022 and a COLA increase of 3.25% in years 2023 and 2024.

The new CBA reflects a 95% employer paid contribution to the medical insurance plan and a 5% employee paid contribution to the medical insurance plan premium. Additionally, the CBA provides for a 20% employee paid contribution to the dental premium cost.

Employees opting out of the City medical insurance coverage will receive a VEBA contribution of \$900/month.

#### **Attachments:**

1. Final ATU CBA 2022-24

# **Labor Agreement**

**by and between**

**City of Longview, Washington**

**and**

**Amalgamated Transit Union, Local 758, AFL-CIO**

**Representing Regular Full-Time, Regular Part-Time,  
and Casual Transit Operators**

**2022-2024**



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## **Preamble**

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**This Agreement**, made and entered into, by and between the City of Longview, a municipal corporation of the State of Washington, herein after referred to as the “Employer” or “City”, and the Amalgamated Transit Union, Local 758, AFL-CIO, hereinafter known as the "Union".

## **Article 1 - Recognition**

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- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all Transit Operators and Transit Operator Trainees.
- 1.2 The provisions of the City’s Human Resources Manual and Transit Operators Handbook as amended from time to time, shall apply to all questions and issues not specifically covered by this Agreement. When there are changes that impact employees represented by the Union, the City will give the Union President and/or designee a period of ten (10) business days to comment.
- 1.3 The City shall develop and maintain a Transit Operator’s Handbook and shall collaborate with the Union to review draft handbook provisions. The draft Transit Operator’s Handbook and future revisions to the Handbook shall be provided to the Union President and/or designee, who shall have 10 business days to comment before finalization and distribution.
- 1.4 The Employer will provide a copy of the Handbook to each new employee during their orientation and training. Any additional updates to the handbook will be provided to employees to add to their handbook copy.

## **Article 2 - Management Rights**

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- 2.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.
- 2.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:
  1. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.

2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
  3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
  4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures.
  5. To implement new and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
  6. To assign and distribute work.
  7. To assign shifts, workdays, hours of work, and work locations.
  8. To determine the need for and the qualifications of new employees, transfers and promotions.
  9. To discipline, suspend, demote or discharge an employee.
  10. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and to assign employees to such duties for periods to be determined by the employer.
  11. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
- 2.3 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

### **Article 3 - Union Security**

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- 3.0 Dues Deductions: The Employer agrees to deduct from the paycheck of each employee who has authorized it, the regular initiation fees, regular monthly dues and assessments uniformly required of members of the Union for whom the Union has submitted a written signed employee authorization to the Employer. The amounts deducted shall be transmitted monthly to the Union on behalf of the employee(s) involved. Employee authorization shall be by an application of membership approved by the International Office of the Amalgamated Transit Union (ATU). The performance of this function is recognized as a service to the Union by the Employer.
- 3.1 If an employee has no compensation earned for the month, or insufficient compensation to cover the dues, fees, and assessments, no deduction shall be made from the employee's pay for that month. Should an employee revoke their authorization for deduction of Union dues and fees, the Union shall immediately notify the Employer to cease deduction of Union dues and fees.
- 3.2 Committee On Political Education (COPE): The Employer agrees to deduct from the paycheck of each employee who has authorized it, contributions to the ATU Committee on Political Education (COPE). Authorization by the employee shall be on a standard form provided by the International Office of the Amalgamated Transit Union and may be revoked

by the employee upon request. The amount deducted shall be transmitted monthly to the Union. The performance of this function by the Employer is recognized as a service to the Union.

3.2.1 If an employee has no compensation earned for the month, or insufficient compensation to cover the COPE contributions, no deduction shall be made from the employee's pay for that month.

3.3 Union Employee Information: The Employer shall provide each month to the Union an updated electronic list of bargaining unit employees, including name and monthly dues, assessments, and/or initiation fee deductions.

3.3.1 The Employer shall supply a copy of the offer letter to the Union for each newly hired bargaining unit employee within 5 business days of candidate acceptance of employment.

3.3.2 The Employer agrees that the Union will be notified of any termination of any bargaining unit employee within 5 business days after termination.

3.4 Employee Orientation: When an orientation program, formal or informal, is conducted by the Transit Department for new employees, the Employer shall provide the Union with advance notice of the orientation, and shall permit the Union not less than thirty (30) minutes to give a presentation, answer questions, distribute materials and solicit membership in the Union. When a newly hired employee does not attend an orientation, or is not scheduled to attend an orientation scheduled to take place within sixty (60) days of hire, the Employer shall provide the Union with not less than thirty (30) minutes outside the employee's meal or break period to meet with the employee. The meetings between the Union and employees shall take place during the employees' regular working hours with no loss of pay to the employees involved.

3.5 The Union may, twice per year, change the schedule of Union dues, initiation fees, and COPE contributions without assessment of an administrative fee by the Employer. If additional changes are requested during the year, the Employer is authorized to charge the Union a service fee of three dollars (\$3.00) per employee each time the Union changes the schedule of Union dues and initiation fees. The Union shall remit the appropriate amount to the Employer by the tenth day of the month in which notice of the Union dues or initiation fee change is received by the Employer.

3.6 The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this Article.

3.7 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to Union membership, age, sex, marital status, race, color, creed, religion, national origin, political affiliation, veteran status, or mental, physical, or sensory disability or any other legally protected status unless there is a bona fide occupational qualification. The Union and the Employer shall share equally the

responsibility for applying this provision of the Agreement. Employees believing themselves to have been the subjects of unlawful discrimination shall seek relief through the appropriate Federal or State agency charged with investigating such matters. This provision of this Agreement shall not be subject to the grievance procedure contained in Article 6 of this Agreement.

## **Article 4 - Strikes and Work Actions**

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- 4.1 The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work while on duty. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line in the line of duty. The Union recognizes that disciplinary action including discharge, may be taken by the Employer at its discretion against any employees engaged in a violation of this Article subject to just cause. Such disciplinary action may be undertaken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Employer.
- 4.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will, within one (1) hour of such notification by the Employer, attempt to secure an orderly return to work within two (2) hours of such notification. This obligation and the obligations set forth in paragraph 4.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance procedure and arbitration provisions of this Agreement.
- 4.3 It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work while on duty.
- 4.4 The City shall not institute a lockout of employees due to any contractual dispute between the Union and the City of Longview.

## **Article 5 - Union Activities**

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- 5.1 No Union member or officer shall conduct any Union business on Employer time or Employer premises unless authorized by the Employer.

- 5.2 The Employer agrees to recognize two (2) shop stewards to represent the employees of the bargaining unit, any one of which shall be sufficient to represent an employee of the bargaining unit.
- 5.3 The Employer agrees to permit duly authorized representatives of the Union to have access to the Employer's premises for the purpose of adjusting grievances or conferring with other Union members, subject to security regulations; provided that such representative obtains advance permission from the City Manager or designee, notifies the City Manager of the reason for his/her presence, and does not interfere with the Employer's operations.
- 5.4 The Union will be permitted to erect one (1) bulletin board in a location designated by the Employer. No materials shall be posted except notices of Union meetings and elections, election results, changes in Union by-laws, notices of employee social occasions and similar Union notices, letters and memoranda. All material shall be signed by an officer of the Union. The Union will limit the posting of any material on the Employer's premises to its bulletin board. Space for a suggestion box will be provided as well.
- 5.5 The City agrees to allow the Union to conduct official Union meetings in the Transit Lunch Room or other mutually agreeable location pursuant to established facility procedures, provided that the Union receives prior approval of the meeting time and such activity does not result in an additional cost to the City.

## **Article 6 - Grievance Procedures**

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- 6.1 The purpose of this grievance procedure is to provide an orderly method for resolving grievances and there shall be no suspension of work or interference with the operations of the Employer. The parties agree that every effort should be made to resolve matters informally with the first level supervisor or others as appropriate, to settle dispute/grievances at the lowest possible level. The Union/and or grievant and the appropriate Employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.
- 6.2 For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement.

Grievances shall be processed in accordance with the following procedures within the stated time limits:

- 6.3 Steps in the grievance procedure:
  - 6.3.1. **Step 1:** The claimed existence of a grievance should be presented by the grievant and the Union to the Transit Manager or his/her designee as soon as possible but not later than ten (10) business days following the date of the occurrence or circumstances giving rise to the grievance. The grievance shall be presented in writing on a form agreed to by

both the union and Employer. The Transit Manager or his/her designee shall respond in writing to the grievance within ten (10) business days.

6.3.2. **Step 2:** If the Union is not satisfied with the disposition of the grievance at Step 1, the Union shall present the grievance to the Public Works Director within fifteen (15) business days of the response at Step 1. The Public Works Director or his/her designee shall respond in writing to the grievance within fifteen (15) days.

6.3.3. **Step 3:** If the Union is not satisfied with the disposition of the grievance at Step 2, the Union shall submit the written grievance to the City Manager within fifteen (15) business days of the Public Works Director's response. The City Manager or his/her designee shall respond in writing to the grievance within fifteen (15) business days.

6.3.4. **Step 4: Mediation:** In the event the grievance is not resolved within fifteen (15) business days after its submission to the City Manager and the Union wishes to pursue it further, the parties shall decide whether to submit the grievance to mediation. This step requires mutual agreement within fifteen (15) business days from receipt of the Step 3 response. If this step is mutually agreed to, the parties shall request the Washington Public Employment Relations Commission to assign a mediator to meet with the parties to attempt to reach a resolution of the grievance. The mediator shall have no authority to direct or require a specific resolution of the grievance, but will work with the parties to explore the merits of the grievance and possible resolution of it. Either side may terminate mediation.

6.3.5. **Step 5: Arbitration:** In the event the grievance is not resolved through mediation and the Union wishes to pursue it further, it shall within fifteen (15) business days of receipt of the notice of completion or termination of mediation at Step 4, refer it to arbitration. If mediation is not used, the Union shall have fifteen (15) business days from receipt of the Step 3 response to refer the matter to arbitration. Such referral shall be in writing delivered to the Transit Manager with a copy to the City Human Resources Department. The parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators from the Oregon-Washington region from which the parties may select one (1). Any arbitrators considered must be members of the National Academy of Arbitrators (NAA).

The representatives of the City and Union shall alternately eliminate the name of one person from the list until only one name remains, with the parties flipping a coin to see which party strikes first. The last name left on the list shall be the arbitrator.

6.3.5a) All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or their designated representatives. The arbitrator shall render a decision based on the interpretation and application of the provisions of this Agreement within sixty (60) business days from the date of the formal hearing. The arbitrator shall be limited to interpreting this Agreement and determining if the disputed article has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to

substitute its judgment on matter or condition for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition. Neither shall the arbitrator make any award that shall involve action by the Employer or the Union that is beyond the jurisdiction of either party. The decision of the arbitrator within these stated limits shall be final and binding on both parties.

6.3.5 b) No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right of relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the arbitrator which shall allow any accruals for more than ten (10) business days prior to the date when such grievance shall have first been presented.

6.3.5c) Expenses for the arbitrator's services and cost of the report of proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses.

6.3.5d) It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum.

6.3.5e) In the event the arbitrator finds that it has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

6.4 Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee or the Union to submit the grievance in accordance within these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time limits shall constitute a denial of the grievance.

6.5 Business days shall be defined as Monday through Friday.

## **Article 7 - Wages**

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7.1 Basic wages for employees in the bargaining unit shall be in accordance with the following schedule:

7.1.1 Effective January 1, 2022 all salaries shall be increased by 3.5%.

7.1.2 Effective January 1, 2023 a general wage increase equal to 3.25% to employees on the payroll on December 31, 2022.

7.1.3 Effective January 1, 2024 a general wage increase equal to 3.25%, to employees on the payroll on December 31, 2023.

7.2 Progression to the next step of the wage schedule shall be considered on the employee's date of appointment to the Transit Operator Classification. An employee must complete one calendar year of service at his or her current step before being considered for an increase to the next higher step. The wage schedule for Transit Operator Trainees contains only one wage; such employees are not eligible for step increases.

7.3 Operator Trainer Premium – All employees who are assigned to train a coworker in excess of thirty (30) minutes shall receive a training pay premium of \$1.00 per hour for the time so worked.

7.4 Transit Operator Trainee Pay – Applies to those employees hired for the purpose of becoming a Transit Operator who have not completed the Employer's training program. Trainee Operator Pay will be 90% of Grade 60, Step A.

## **Article 8 - Hours of Work and Overtime**

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### **8.1 DEFINITIONS**

For the purpose of this Agreement, the following terms are defined:

8.1.1 Transit Operator Trainee: An employee enrolled in the Employer's training program to become a Transit Operator. A Transit Operator Trainee will become a Transit Operator after successfully completing the training program set forth by the Employer. The Transit Operator Trainee does not have a minimum hour guarantee and is not a benefited position.

8.1.2 Transit Operator: A benefited employee who is regularly scheduled to work a minimum of twenty-seven (27) hours to a maximum of forty (40) hours per week in the operation of a fixed route transit vehicle. Where used, Full-time Operator refers to Operators who have bid 32 to 40 hour per week assignments, and Part-time Operator refers to Operators who have bid 27 to 31.9 hour per week assignments

8.1.3 Extra Board Operator: A Transit Operator who does not have a set schedule and assignments may change on a daily basis. The Extra Board Operator shall be assigned a minimum of twenty-seven (27) hours to a maximum of forty (40) hours per week and shall be available to work forty (40) hours in the work week. The minimum and maximum assigned hours shall be inclusive of approved paid leave, and exclusive of work performed on scheduled days off.

8.1.4 Work Week: The normal work week shall be defined as up to forty (40) hours of work commencing at 12:01 a.m. Sunday and ending 12:00 midnight the following Saturday.

8.1.5 Shake-Up: There shall be at least two shake-ups per calendar year as close as practicable to March and September. All regularly scheduled bid assignments and Extra Board Operator bids shall be declared vacant and open to bid by seniority. The Employer will collaborate with Operators to develop bid assignments; however, the Employer will make the final determination regarding the bid assignments in the Shake-Up. The Employer will endeavor to schedule as many straight runs as possible.

8.1.6 Mini-Shake-Up: If a bid assignment becomes vacant sixty (60) days or more prior to the next system Shake-Up, the next most senior operator(s) from the vacating operator down shall have the opportunity to bid on the vacant assignment, which shall remain effective until a new Shake-Up is conducted. If a bid assignment becomes vacant less than sixty (60) days prior to the next system Shake-Up, the assignment may be filled by Extra Board Operators. The Employer may conduct an Extra Board Operator Mini Shake-up to change bid days off when changing circumstances warrant.

8.1.7 Bid Assignments: Work bid and signed by seniority for the entirety of the Shake-Up.

8.1.8 Open Work: Unassigned work hours left unfilled.

8.1.9 Overtime: Authorized work performed in excess of forty (40) hours within the work week as designated. All overtime shall be compensated at the rate of time-and-one-half of the Operator's base wage.

8.1.10 Eligible: Eligible for open work is defined as an Operator not on approved leave or not currently driving or scheduled to drive a route in revenue service that overlaps the open work.

8.1.11 Overtime/Open Work Sign-Up Sheet: A form used to document Operator interest in volunteering to work outside of, or in addition to, their bid assignments.

## 8.2 SCHEDULING ASSIGNMENTS

8.2.1 Transit Operator Trainees shall be available Monday through Saturday to attend all scheduled training sessions, which may include off-site commercial driver license training, driving instructions and practice, and testing, and which may be provided by a third party.

8.2.2 All assignments bid by Transit Operators will go into effect at the beginning of a designated work week. Adjustments to benefits resulting from an Operator increasing or decreasing their bid assignment hours shall be made only at the beginning of the month following the Shake-Up.

8.2.3 Extra Board Operators shall be assigned their pieces of work by 4:00 p.m. of the day before the Operator's next scheduled day of work. Assignments will be posted in the Employer's scheduling software. Extra Board Operators shall check their schedule daily to confirm their next day's work assignment.

8.2.4 Extra Board Operators shall check in with Dispatch at the end of daily assignments and before leaving the work site each day, to determine if they have additional work assignments.

8.2.5 The Employer will assign Extra Board Operator work as equally as possible.

8.2.5.1 The Extra Board Operator with the least hours in the current work week shall be assigned the run with the most hours for the next day, provided the employee is eligible for the work.

8.2.5.2 Hours taken by an Extra Board Operator as holiday pay, or paid or unpaid leave shall count toward equalizing hours.

8.2.5.3 Hours worked on an Extra Board Operator's bid day off shall not count in equalizing hours over the work week.

8.2.6 Extra Board Operators may be assigned non-driving duties to meet the minimum guaranteed number of hours as defined in this Agreement. However, said non-driving tasks will not infringe upon the duties of other represented employee(s) of a different Union, unless the Employer is in possession of such waiver from the employee(s) Union or Union representative.

8.2.7 The Employer will pay a minimum of two (2) hours at the Operator's applicable rate of pay to an Operator scheduled for or called in for any assignment that is not contiguous to their previously scheduled assignment, provided the Operator works the assignment. The Employer will pay to an Operator, at the Operator's applicable rate of pay, for actual hours worked when the Operator is scheduled for or called in for any assignment contiguous to their previously scheduled assignment.

8.2.8 Days Off: Operators with bid assignments of thirty-two (32) hours or more per week shall have two (2) consecutive days off. Operators with bid assignments less than thirty-two (32) hours per week, and Extra Board Operators, shall have two (2) assigned days off when bid assignments are bid. The Employer will endeavor to schedule as few bid assignments with split days off in a work week as possible.

8.2.9 Assignment Errors

8.2.9.1 An Operator shall not be eligible for compensation if they are called in for an unscheduled assignment, but are cancelled within ten (10) minutes of acknowledging or accepting the assignment.

8.2.9.2 If work is assigned to both a bidded shift Operator and an Extra Board Operator in error and they both report for the assignment, the bidded shift Operator shall take the assignment provided it does not result in overtime payment to that Operator; unless, however, the overtime work assignment process has been followed. The Extra Board Operator erroneously assigned work shall have one of the three options listed below:

- a. Perform other work assigned by the Employer as noted in 8.2.5 and equal to the erroneously assigned hours for said day; or,
- b. Perform two (2) hours of work assigned by the Employer as noted in 8.2.5, and have first choice of any other driving work that becomes available during that day; or,
- c. Relinquish the erroneously assigned work as if it had not been assigned, with no compensation for reporting to work.

8.2.10 Shift assignment schedules shall include fifteen (15) minutes preparatory time for runs commencing at the Employer's maintenance base which require the Operator to start and pre-trip a fixed route coach for its first run of the day.

8.2.11 Nothing in this section shall be interpreted as a limitation on the Employer's ability to require any employee to work overtime.

8.2.12 Scheduling Random Drug Tests: If a test is taken during a scheduled meal break, the operator will be compensated at their appropriate rate of pay, and receive a meal break of not less than 30 consecutive minutes.

8.2.13 Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 C.401, the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. Operators are entitled to meal periods that begin up to 6.0 hours after the beginning of the Operator's shift start time. The Employer may, on a case by case basis, allow an Employee to voluntarily waive the requirement for a meal break at six (6) hours. Such waiver must be documented in writing by the Employee; if for convenience and timing reasons, the Employee verbally waives the meal break timing before performing the work, the Employee must provide written confirmation of the meal break waiver immediately following the work.

### 8.3 SCHEDULING OPEN WORK

8.3.1 Except as noted in Article 8.6. – Hold-downs, all open work shall be assigned to and worked by Extra Board Operators until they each reach 40 hours for the work week, provided they are eligible to perform the work.

8.3.2 The Employer will assign Open Work to eligible Transit Operators who have signed the Overtime/Open Work Sign-Up Sheet (Work Sheet), if the Open Work would result in more than two (2) hours of overtime for eligible Extra Board Operators. If two or more Operators eligible for the Open Work assignment have signed the Work Sheet, the Operator with the lowest number of hours for the work week will be assigned the work.

8.3.3 Operators on approved leave will not be offered Open Work unless they have signed the Work Sheet.

8.3.4 In the event no Transit Operator has signed the Work Sheet or no Operator on the Work Sheet is eligible, the Open Work will be offered to:

- 1) Operators with less than forty (40) hours for the week provided the Open Work does not result in more than two (2) hours of Overtime; followed by
- 2) Operators that would incur more than two (2) hours of Overtime, starting with the most senior Operator.

8.3.5 Transit Operators will be required to fill the Open Work in inverse seniority order if no operator accepts the Open Work:

1. Starting with the least senior eligible operator that is working the day the Open Work Occurs; followed by
2. Operators that are on their assigned day off.

8.3.6 An Operator who is required to work as outlined in 8.3.5 on his/her assigned day off shall be paid at the rate of time-and-one-half the Operator's base wage for all time worked.

8.3.7 Operators on approved leave will not be required to work.

8.3.8 Except as otherwise noted in this Agreement, paid leaves, e.g. vacation, holiday, floating holiday, and sick leave will be treated as time worked for the purpose of calculating overtime.

8.3.9 Whenever two or more overtime or premium rates of pay may appear applicable to the same hour(s) worked by an Operator, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

8.3.10 Open work will be offered to Operators via voice telephone, two-way radio, or mobile data terminal messaging on fixed route vehicles. If an Operator (including Extra Board) does not answer or respond, the work will be offered to the next Operator in the Open Work assignment process. No waiting period is required before offering the work to the next Operator.

8.3.11 In the event Open Work is not filled prior to two (2) hours in advance of its scheduled start time, the work may be assigned at the discretion of the Employer to meet its operational needs and ensure public transit service is maintained.

#### 8.4 OVERTIME/OPEN WORK SIGN-UP SHEET (WORK SHEET)

8.4.1 The Work Sheet will be maintained at the Dispatch Desk. Operators may sign up weekly starting Monday morning at 5:30 a.m. until Friday at 5:00 p.m. for work assignments occurring the following week. Eligible Transit Operators who have volunteered for Open Work by signing the Work Sheet will be assigned Open Work as outlined in 8.3, and will be notified of the assignment through the Employer's scheduling software and phone message. Operators must mark their availability in ink and be available to work whole pieces of work as assignments will not be cut. Any Operator wishing to remove their name must do so with a Dispatcher present to initial and date the removal. Employees may add their name to the Work Sheet only during the week prior to the week the Work Sheet is valid, but may remove their name by 1:00 p.m. the day before the potential assignment.

8.4.2 Employees on approved leave for the entire week may also contact the on-duty Dispatcher via voice telephone call to add or remove their name from the Work Sheet. Employees may add their name to the Work Sheet only during the week prior to the week the Work Sheet is valid, but may remove their name by 1:00 p.m. the day before the potential assignment.

8.4.3 Nothing in this article constitutes a waiver by the Union to bargaining the affects/impacts as required by law.

#### 8.5 REDUCED SERVICE BIDDING

The following procedures will be in effect for reduced service bidding:

8.5.1 Reduced service may be implemented on the following days: Martin Luther King Day, Presidents Day, Veterans Day, the Friday after Thanksgiving and Christmas Eve. Other days of reduced service may be added by the Employer based on ridership data, or based on insufficient funding or staffing.

8.5.2 Reduced service bid assignments will be determined by the Employer and reviewed by the Union one (1) week prior to posting.

8.5.3 Operators will bid work by seniority. Those operators on List A, below, choosing not to work must submit their leave in the Employer's scheduling software designating

whether they wish to use vacation time, floating holiday, or leave without pay. The bidding priority will be:

1. Operators normally scheduled to work (List A)
2. Operators scheduled to be off work (List B)

If there are not enough volunteers from Lists A and B bidding the work, operators will be assigned in inverse seniority from List A, followed by List B.

## 8.6 HOLD-DOWNS

### 8.6.1 Definitions

**Hold-Down:** An open bid shift assignment created when the incumbent Operator is either on a long-term medical leave, or on a full week or more of vacation. Hold downs are biddable by Operators as designated below.

A long-term medical leave is one where the Operator has a known expected return date of greater than two weeks.

A full week of vacation is any combination of approved vacation leave and/or floating holidays covering a consecutive Sunday through Saturday.

### 8.6.2 Hold-Down Procedure

An Operator using long-term medical leave shall submit notice of the upcoming absence to the Employer, via the Employer's scheduling software, at least ten (10) days prior to first date of absence, or as required by Federal or State law, unless the reason for medical leave was an unplanned emergency.

An Operator bidding or requesting full week vacation leave shall do so as described in Article 12.3.

Upon notice and approval of the leave request, the Employer shall post notice of the available hold-down on Dispatch Office White Board subject to the following:

1. Extra Board Operators may bid to work the hold-down by submitting a hold-down bid form, with the award going to the most senior, eligible Extra Board operator submitting a bid.
2. In the event no Extra Board Operator chooses to bid for the hold-down, the hold-down may be bid by Part-time Operators by submitting a hold-down bid form, with the award going to the most senior, eligible Part-time operator submitting a bid.
3. Bidding will be open until 1 pm of the Friday before the week of the beginning date of the hold-down.
4. The Operator awarded the hold-down shall work the bid assignment for the duration of the leave, or until the next general shake-up, whichever comes first.

5. Extra Board and Part-time Operators may submit for more than one hold-down, if posted the same week, but must designate order of preference.
6. Any previously approved leave time to a hold-down Operator will be honored as scheduled. Hold-down Operators may request time off as covered in this agreement.
7. If no Extra Board or Part-time Operator bids for a hold-down, the bid assignment shifts shall be treated as Open Work.

#### 8.6.3 Early Return to Work from Leave

If an Operator returns from medical leave earlier than originally scheduled, then he/she must give notice a minimum of five (5) days in advance of her/his return date. Failure to do so will result in the returning Operator working the Extra Board for one week or until the original return date, whichever is less. The returning Operator will work the same daily pay hours as her/his original bid assignment.

#### 8.7 RELIEF DISPATCHER

8.7.1 The selection of Relief Dispatcher candidates shall be the sole discretion of the Employer. The number of positions for Relief Dispatcher(s) will be determined by the business needs of River Cities Transit.

8.7.2 When “Relief Dispatcher” positions become available, the following will apply:

1. A sign-up sheet requesting the names of interested candidates will be posted for ten (10) working days.
2. A letter of interest and resume will need to be submitted to management after the candidates sign the sheet.
3. The sign-up sheet will explain the nature of the duration of the position if applicable.
4. An e-copy of the sign-up sheet will be sent to the Union at the time of posting and upon removal with the list of potential candidates.

8.7.3 “Relief Dispatcher” assignments will not exceed one-hundred eighty (180) calendar days per year.

### **Article 9 – Insurance**

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9.1 The City agrees to provide health care and \$50,000 life insurance, with the option to provide coverage for their dependents, Long Term Disability with a 90 day waiting period, and an Employee Assistance Program (EAP) to all Transit Operators.

- 9.2 The City, after consultation with the Benefits Committee, has complete authority to choose and change the providers of the medical, dental, vision, life insurance, Long Term Disability Insurance, and EAP benefits. The Union reserves the right to bargain over the impacts of any substantial changes to plan design or benefits levels.

The City will hold an open enrollment period annually to allow employees to make their health, dental, and vision coverage selection.

- 9.3 During the term of this agreement the city will pay:

Effective January 1, 2019, for all eligible Transit Operators and eligible dependents, the Employer will pay 95% of the premium costs of the AWC/ High Deductible Health Plan or the Kaiser Permanente Washington High Deductible Health Plan. Union employees obtaining Healthcare coverage from the Employer shall select from one of these two high deductible health plans (HDHP); no other Healthcare plans will be offered.

The City will fund a Health Reimbursement Arrangement (HRA) at the rate of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents. This HRA fund will be drawn down by any deductible medical expense payments during the calendar year. Such draw down is made on a reimbursable basis and is accomplished only after an employee submits claims for eligible medical expenses and documentation for each draw down. Any HRA funds remaining in the account of the employee at the end of the calendar year, minus any claimed deductible expenses for that calendar year paid prior to April 1 of the following year, will be transferred to the employee's personal VEBA account on or before April 10 of the following year. HDHP deductible expenses incurred by the employee and/or their dependents that exceed the employee's HRA balance shall be paid by the Employer.

9.3.1 After the annual HDHP deductible is satisfied, the Employer will pay the employee's and/or their dependents co-insurance amounts of the allowed and covered medical expenses per the Summary Plan Description (SPD), not to exceed the HDHP out-of-pocket maximum.

9.3.2 Covered medical expenses per the SPD that exceed the HDHP out-of-pocket maximum, will be paid at 100% by the HDHP.

9.3.3 Claims, billings, refunds, account balances, and HRA transfers to VEBA accounts will be managed by a Third Party Administrator (TPA) selected by the City.

9.3.4 The City will pay 80% of the applicable tiered premium for Dental Insurance (currently Delta Dental Plan F or Willamette Dental).

9.3.5 The City will pay 100% of the premium for Vision Insurance (currently VSP or Kaiser Vision Rider).

9.4 An employee that chooses to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage can elect to receive \$900 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage plan. At no time shall the number of ATU employees electing VEBA exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than 25% of the City's employees from opting out of medical coverage. Example: In 2018 ATU employees represent 3% of the total City FTE. Twenty-five percent (25%) of this number equals two (2) employees that may participate in VEBA. The City will recalculate this number each year based on the employee census on September 30. The Union president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no ATU members will be allowed to newly elect VEBA until the number of participating ATU employees is below the maximum pro-rated amount.

In the unlikely event that ATU employees exceed their allowed pro-rated representation in VEBA, the last employee joining may be required to drop their VEBA election and join one of the City-sponsored medical plans.

9.5 An employee opting out of medical/vision insurance coverage but electing to be covered by dental insurance will contribute 20% of the tiered premium in place for that calendar year.

9.6 The above benefits are available to Transit Operators at the following City-paid premium portions.

| Regular Scheduled Hours per Workweek |       | City Paid Portion |
|--------------------------------------|-------|-------------------|
| At Least                             | Up To | Percent (%)       |
| 27                                   | 31.9  | 92.5              |
| 32                                   | 40    | 100.0             |

9.7. The City agrees to pay for first time and renewal Commercial Driver License (CDL) fees.

The City also agrees to pay the cost of DOT physical examinations by the City's contracted provider once per year. The City will pay the cost of one CDL physical examination per new license or license renewal. Should the employee fail the CDL physical examination or be required to submit to more frequent examinations, the employee shall be responsible for the costs of all additional or repeat examinations to obtain the new license or license renewal.

9.8 Washington State Paid Family Leave

In 2017, the state passed legislation establishing the "Paid Family and Medical Leave" (PFML) program. This statewide insurance program offers Washington workers the opportunity to receive partial wage replacements while on leave for qualifying family and/or medical events.

The program premium is designated to be funded by both employee and employer, using 60% of gross wages. Beginning January 1, 2022, the premium contributions shall be as follows:

Employee contribution: 73.22% of 0.60% of employee gross wages  
 Employer contribution: 26.78% of 0.60% of employee gross wages

## **Article 10 - Longevity**

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10.1 Transit Operators shall receive longevity pay in addition to their basic rate of pay, beginning with the month of the anniversary date, as follows:

| <u>Years of Service</u> | <u>Longevity Pay Per Month</u> |
|-------------------------|--------------------------------|
| 5 through 9 years       | 1% of base pay                 |
| 10 through 16 years     | 1.5% of base pay               |
| 17 through 24 years     | 2.0% of base pay               |
| 25 years and more       | 3.0% of base pay               |

## **Article 11 - Workers Compensation**

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A. All employees shall be covered by the State Workers Compensation program or some program with equal benefits.

## **Article 12 - Vacation Leave**

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12.1 Vacation Accrual:

All Transit Operators shall accrue and be charged vacation leave on a pay period basis. The rate of accrual shall be according to the following schedule:

Employees Regularly Scheduled to Work Between 32 Hours and 40 Hours

| <b>Years of Service</b> | <b>Hours per Year</b> | <b>Max</b> |
|-------------------------|-----------------------|------------|
| Start                   | 80                    | NA         |
| Years 2 through 5       | 96                    | 192        |
| Years 6 through 13      | 160                   | 320        |
| Years 14 through 18     | 176                   | 352        |
| Years 19 and above      | 200                   | 400        |

Employees Regularly Scheduled to Work Between 27 Hours and 31.9 Hours

| <b>Years of Service</b> | <b>Hours per Year</b> | <b>Max</b> |
|-------------------------|-----------------------|------------|
|-------------------------|-----------------------|------------|

|                     |     |     |
|---------------------|-----|-----|
| Start               | 74  | NA  |
| Years 2 through 5   | 89  | 178 |
| Years 6 through 13  | 148 | 296 |
| Years 14 through 18 | 163 | 326 |
| Years 19 and above  | 185 | 370 |

\*Vacation leave shall be credited to the employee's account each pay period. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave shall not be taken prior to having completed six (6) consecutive months of employment with the Employer.

**12.2 Taking of Vacation and/or Floating Holiday Leave:** Vacation leave earned may be taken at the request of the employee after approval by his/her immediate supervisor, with due regard to both the employee and the needs of the Employer. Vacation leave less than one full day in duration shall be taken at a minimum of two (2) hours at the beginning or end of a piece of work and at the beginning or end of a run at either the Longview Transit Center or Kelso Train Station. Time charged for vacation leave shall be recorded to the nearest one-tenth (0.10) of an hour. Operators shall not use leave without pay to supplement vacation leave.

12.2.1 Extra Board Operators shall deduct a minimum of 5.4 hours per full day off if working five (5) days per week, or 6.8 hours per full day off if working four (4) days per week.

## **12.3 Vacation/Floating Holiday Leave Selection**

### **12.3.1 Definitions**

- a) For the purposes of this section, vacation hours and floating holiday hours shall together be referred to as "vacation leave".
- b) The Employer shall determine the number of vacation slots available for paid leave. The Employer may increase or decrease open vacation slots at any time based on operational needs and/or Operator staffing levels.
- c) The Vacation Calendar shall consist of full week vacation slots.
- d) A vacation week shall be considered as Sunday through Saturday.
- e) For the purposes of bidding, Vacation Leave for a full day off shall be the entire operating day. However, bid job Operators shall be paid their actual shift hours; Extra-Board Operators shall be paid per Article 12.2.1.

### **12.3.2 Annual Vacation Bid**

The following agreements apply to the selection procedures for vacations, hereafter referred to as vacation slots.

A vacation year will run from January 1 to December 31. Vacation slots shall be bid and awarded by seniority selections conducted during the following time periods:

- a) The Employer will post a calendar, written or electronic, representing available vacation slots for the vacation year on October 1 or the closest business day thereafter.
- b) A full vacation bid will begin within during the first week of November of each year. Each eligible employee will be assigned a bid day and time deadline, taking into consideration the employee's normal work schedule.
- c) All eligible employees will bid in seniority order. Employees may choose not to bid, and pass back to the next senior employee.
- d) No employee will be allowed to sign up for hours greater than their leave balance which, with projected Floating Holiday accruals, would be sufficient to cover the entire leave request. Employees shall not use leave without pay to supplement a paid vacation week.
- e) The employee is responsible to contact the Employer within their appointed time in order to bid, or submit a proxy bid form to a Transit Supervisor or Manager.
- f) In the event an employee fails to bid or submit a proxy bid form by the appropriate date and time, the employee will bid after the last scheduled bid of that day and before the first scheduled bid of the next day. If the employee fails to bid by the first scheduled bid of the next day, their bid time will fall to the end of that day. This process continues to the end of the bid period.
- g) Operators shall bid in full week increments. Vacations may be split into periods of one (1) or more full weeks. Single vacation days may be combined with observed holidays to make up a full week.
- h) When an employee bids a full week off using single days, this will be considered a full week for the purposes of cancellation and hold downs
- i) Operators may select less or no vacation leave than entitled to at the time of the bid and bank the hours, but only to the maximum accrual for their years of service.

### **12.3.3 Vacation Leave Requests After the Annual Bid**

After completion of the annual vacation bid, vacation leave and floating holiday requests will be granted as follows:

- a) The vacation slot(s) must be open on the vacation calendar.
- b) Requests shall be made via WhenToWork.
- c) Requests must be received a minimum of five (5) business days prior to the first leave date. Requests for vacation leave submitted less than five (5) business days will be denied except under extenuating circumstances or unless otherwise approved by the Employer.
- d) Requests shall be granted on a first come, first served basis, regardless of seniority.

12.5 Preservation, Loss and Retirement Compensation of Earned Vacation Leave: Employees who have worked six (6) consecutive months or more shall be entitled to payment in lieu of accrued vacation leave upon separation from the Employer's employment.

12.6 Vacation Sellback. Employees may elect to receive compensation in lieu of vacation leave up to a maximum of forty (40) hours per calendar year. Vacation sellback is subject to the following requirements and procedures:

1. The opportunity to cash out vacation shall be offered twice per year in the months of June and November. Requests must be submitted by May 1st and November 1st on forms designated by the Human Resources Department. Exceptions to this timeframe will be considered only in the event of an emergency and will be permitted only as approved by the City Manager, or designee.
2. To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation leave and floating holiday in the prior calendar year. The total of vacation sold may not exceed the maximum hours limitation, but may be apportioned according to the employee's choice between the May and November sellback periods.

The vacation sellback option is subject to availability of adequate department budget funds. Vacation sales may be restricted or suspended by the Employer. In the event vacation sales requests exceed available funds, the Human Resources Department shall develop procedures to equitably apportion vacation sales among employees with pending requests.

## **12.7 Implementation Year Transition**

In the first year of the agreement, the following provisions shall apply:

- Vacation leaves previously granted for 2022, prior to the signing of the agreement, will be honored.
- New vacation leave requests will only be accepted for time off in 2022, which must conclude by December 31, 2022.
- The 2023 Vacation/Floating Holiday bid will commence in November 2022.

## **Article 13 - Sick Leave and Disability Leave**

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**13.1 Sick Leave Defined:** Sick leave means a period of time, but not constituting compensation, the purpose of which is to encourage temporarily ill, injured, or disabled employees to remain away from their work in order to avoid endangering other employees by the spread of illness or the possibility of injury caused by an employee incapable of fully performing his job due to illness, injury, or disability.

**13.2 Accumulation of Sick Leave:** Transit Operators shall receive ninety-six (96) hours on the day of appointment as Transit Operator with no additional accrual to that employee until after twelve (12) calendar months of continuous employment

**13.3 Continued Accrual of Sick Leave:** Sick leave thereafter shall accrue at the rate of 0.046 hours for each hour worked of continuous employment; for those hired before June 1, 2016 there is no maximum accrual limitation. However, no accumulation of sick leave shall accrue to the benefit of any employee while he/she is in unpaid leave of absence.

For Transit Operators hired after June 1, 2016, sick leave shall be limited to a maximum of 1,104 hours carryover to the following calendar year.

**13.4 Reporting and Approval Procedure:** Where the need to use sick leave is foreseeable, employees must submit notice via the Employer's scheduling software of the need for leave to their supervisor at least 10 days in advance of the leave date(s) or as early as practicable; for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known unless it is not practicable to do so. If it is impracticable for the employee to notify their supervisor, another person may do so on the employee's behalf.

The City may require documentation regarding the use of leave, provided that

- a. documentation may only be required when an employee uses sick leave on more than three consecutive work days;
- b. employee will have up to 10 calendar days to provide the required documentation;
- c. documentation need not disclose the nature of the medical condition causing the need for leave except if required for federal Family Medical Leave Act coverage; and
- d. if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of the concern and the City will evaluate its request in light of the circumstances.

When practicable, scheduled sick leave less than one full day in duration shall be taken at the beginning or end of a piece of work and the beginning or end of a run at either the Longview Transit Center or Kelso Train Station. Time charged for sick leave shall be recorded to the nearest one-tenth (0.10) of an hour.

- 13.5. Coordinating Benefits - Avoidance of Duplicate Wages: Whenever a request for sick leave is approved, the employee who was absent from employment and whose request for sick leave was approved shall receive, as sick leave payment, a sum equal to the difference between his/her regular wage and any amounts payable to such employee as time loss compensation under the provisions of the Washington State Industrial Insurance Act, as the same now exists or is hereafter amended, for such time as he or she was absent from employment. No sick leave payment will be paid for any absence from employment in excess of the accumulated sick leave of the employee.
- 13.6 Availability to Return to Work: An employee on sick leave wishing to return to work must notify the Employer before 2:00 p.m. of the day before he/she desires to return to work.
- 13.7 Family Illness Usage: Employees may use sick leave for the following reasons:
- 13.7.1 The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- 13.7.2 The employee's care for family member with illness, injury or health condition; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child; spouse or registered domestic partner; grandparent; grandchild; or sibling.
- 13.7.3 Absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- 13.7.4 Absence covered by the Domestic Violence/Sexual Assault/Stalking leave as provided in the Human Resources Policy.
- 13.8 Preservation, Loss, and Retirement Compensation of Earned Sick Leave:  
An employee, upon regular retirement or voluntary termination of employment, shall be paid for all accrued unused sick leave in accordance with the following schedule:

| Years of Service                           | Amount to be Paid          |
|--------------------------------------------|----------------------------|
| Less than 10 years of full-time employment | None                       |
| After 10 years of full-time employment     | 12.5% of accrued unused SL |
| After 15 years of full-time employment     | 25% of accrued unused SL   |
| After 20 years of full-time employment     | 37.5% of accrued unused SL |
| After 25 years of full-time employment     | 50% of accrued unused SL   |

Transit Operators hired after June 1, 2016 are not eligible for sick leave cash out.

- 13.9 Occupational Disability Allowance: Whenever a Transit Operator suffers a service incurred disability, where such employee is entitled to receive time loss compensation under the Washington State Industrial Insurance Act, and such employee is required to be absent from his or her employment, benefits will be coordinated as previously stated in "Coordinating Benefits - Avoidance of Duplicate Wages". After exhaustion of all accrued sick leave, the employee shall not be entitled to receive any additional benefits except as provided by the Washington State Industrial Insurance Act.

## **Article 14 - Other Leaves of Absence**

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### **14.1. Bereavement Leave**

All Bereavement leave must receive prior approval from the immediate supervisor.

14.1.1 Five (5) scheduled working days, without deduction from accumulated vacation time or sick leave, may be taken in the event of the death of a Transit Operator's spouse. Extra Board Operators shall be allowed five (5) work days of absence, and will receive compensation for each day at 5.4 hours per day.

14.1.2. Three (3) scheduled working days, without deduction from accumulated vacation time or sick leave, may be taken in the event of the death of the following members of a Transit Operator's family and spouse's family: the employee's son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, or grand-daughter, step child or step parent. Extra Board Operators shall be allowed three (3) work days of absence, and will receive compensation for each day at 5.4 hours per day.

14.1.3. If necessary, seven (7) additional working days may be allowed with approval of the Transit Manager or his/her designee. The additional approved days may be deducted from the employee's accumulated vacation leave, floating holiday, or sick leave. Extra Board Operators shall use 5.4 hours of accumulated leave for each additional approved day.

### **14. 2 Civic Duty Leave**

#### ***14.2.1 Jury Duty***

Leave with pay shall be granted to Transit Operators to serve as a member of a jury. Any compensation received by the employee for such duties, may be retained in addition to their regular compensation. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the Employer. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors. Extra Board Operators whose jury duty does not equal 27 or more hours for the week shall receive work assignments or otherwise be compensated equivalent to 27 hours of work for the week.

#### ***14.2.2 Witness Leave***

Service as a witness in matters arising from the course and scope of City employment or in response to a summons to testify as a court witness on behalf of the City shall be considered on-duty time. Upon completion of court witness service, such employee shall forward any reimbursement monies received from the court, or other party served, to the City's Finance Department with the exception of reimbursements received for out-of-pocket expenses paid by the employee such as meals, mileage and lodging that were not eligible or submitted for reimbursement through the City. Service as a witness or party to non-job related matters or for matters stemming from previous public employment

activities, shall be charged against the employee's vacation, floating holiday, or may be taken as unpaid leave at the option of the employee.

#### 14.3 **Military Leave**

14.3.1. Reinstatement Following Active Military Duty: Any employee who upon demand vacates a position or employment to determine his/her physical fitness to enter, or who actually does enter upon active duty or training in the Washington National Guard, the armed forces of the United States, or the United States Public Health Service, shall, provided he/she meets the requirements hereinafter set forth, be re-employed in accordance with applicable state and federal laws

14.3.2. If such employee is qualified to perform the duties of his/her former position, he/she shall be restored to that position or to a position of like seniority, status, and pay. If he/she is not so qualified as a result of disability sustained during his/her service, but is nevertheless qualified to perform the duties of another position, he/she shall be re-employed at such other position; provided, that such position shall provide him/her with like seniority, status, and pay, or the nearest approximation thereto consistent with the circumstances of the case. In order to be eligible for the re-employment benefits set forth above, an applicant for re-employment must comply with the following requirements:

- a. He/she must furnish a receipt of an honorable discharge, report of separation, certificate of satisfactory service or other proof of having satisfactorily completed his/her service. Rejecters must furnish proof of orders for examination and rejection.
- b. He/she must make written application to the Employer within ninety (90) calendar days of the date of his/her separation or release from training and service. Rejecters must apply within thirty (30) calendar days from date of rejection.
- c. If, due to the necessity of hospitalization while on active duty, he/she is released or placed on inactive duty and remains hospitalized, he/she is eligible for re-employment as above provided if he/she applies for his/her former position within ninety (90) calendar days after discharge from such hospitalization.

#### 14.4 **Military Leave of Absence**

Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) work days during each calendar year. Such leave shall be in order that such employee may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which such employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive from the Employer, his/her normal pay providing he/she submits a copy of his/her orders to his immediate supervisor prior to starting his/her tour of duty.

#### **14.5. FMLA Leave**

Leave will be granted in compliance with all State and Federal regulations and applicable city policy.

#### **14.6 Leave Without Pay**

Upon written request by an employee, leave without pay for a specific period of time may be granted. All requests for leave without pay must be submitted in writing to the immediate supervisor at least thirty (30) calendar days prior to the date on which the requested leave is to commence, except under extenuating circumstances. All requests for leave without pay are subject to city manager approval.

Unless otherwise authorized by the department head and human resources director, all accrued, earned, and available paid time off (except for sick leave) shall be exhausted prior to an employee becoming eligible for leave without pay.

During the period of approved leave without pay, the Employer paid portion of medical, dental, and life insurance benefits will be paid by the employee. Failure of an employee to report for work promptly at the expiration of his/her approved leave without pay shall be regarded as a voluntary resignation. An employee's seniority will be adjusted for leaves of absence without pay of thirty (30) calendar days or more. An employee on leave without pay for ninety (90) calendar days or more will be required to successfully complete a fitness for duty or pre-employment medical examination and a drug screen prior to returning to duty.

#### **14.7 Leave Sharing**

The City's policy on Catastrophic Leave Sharing will govern all leave sharing requests. The City will notify the Union in advance of any proposed changes to this policy.

#### **14.8 Taking of Leave**

Except for jury and witness leave as authorized in Section 14.2 above, all leave covered by this Article, when less than one full day in duration, shall be taken in increments equal to a full piece of work that occurs immediately prior to or after a scheduled lunch break, and shall be recorded to the nearest one-tenth (0.10) of an hour.

#### **14.9 Availability to Return to Work**

Except for jury and witness leave as authorized in Section 14.2 above, an employee desiring to cancel scheduled leave and return to work prior to his/her previously scheduled date and time, must notify the Employer before 2:00 p.m. of the day before he/she desires to return to work.

### **Article 15 - Holidays**

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15.1 Transit Operators shall receive holiday pay as described below for each of the following holidays:

1. New Year's Day
2. Memorial Day

3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Operators required to work on any of the above holidays shall be paid at time-and-one-half his/her basic rate of pay, exclusive of premium or special pay for all work performed on the holiday. Assignment on holidays shall follow Article 8.3.

- 15.2 Holiday pay for the holidays listed in 15.1 above for Operators who have a bidded shift shall be the employee's actual scheduled run time, or eight (8) hours, whichever is greater, at the employee's basic rate of pay, exclusive of premium or special pay. Holiday pay for Extra Board Operators for the holidays listed in Section 15.1 shall be 5.4 hours.
- 15.3 Holiday pay shall be used in the calculation of eligibility for overtime pay only if an employee would have been regularly scheduled to work on the specific holiday listed in 15.1 above. Holiday pay will not be used in calculating eligibility for overtime pay if the specific holiday listed in 15.1 above is also a regularly scheduled day off from work for an employee.
- 15.4 In addition to the fixed holidays listed above, each Transit Operator shall be entitled to 56 floating holiday hours. Employees promoted to Transit Operator after January 1 will be entitled to 2.33 floating holiday hours per pay period remaining in the year.
- 15.5 Time off for the floating holiday hours may be granted provided a request is submitted via the Employer's scheduling software at least five (5) business days prior to the date on which the floating holiday hours are to be used; and provided further, that the employee's absence will not adversely affect the staffing requirements of the Employer. To be eligible for the floating holidays, the employee must have completed the Employer's training program.
- 15.6 Taking of Leave: Floating holiday hours shall be taken in increments equal to a full piece of work that occurs immediately prior to or after a scheduled lunch break, and shall be recorded to the nearest one-tenth (0.10) of an hour.
- 15.7 Availability to Return to Work: An employee desiring to cancel scheduled holiday leave and return to work prior to his/her previously scheduled date and time must notify the Employer before 1:00 p.m. of the business day before he/she desires to return to work. Said employee will be added to the Overtime/Open Work Sign-up sheet by Dispatch for the remaining holidays originally scheduled to be taken by the employee. Said employee may not receive his/her regularly scheduled bidded shift/assignment and will be subject to the availability of open work and overtime in accordance with Section 8.4.
- 15.8 Transit Operators required to work on previously approved floating holiday hours shall be paid time and one-half the employee's basic rate of pay, exclusive of premium or special pay, and deduction of the approved floating holiday hours will be cancelled.

15.9 The floating holiday hours must be used in the contract year in which it is earned and cannot be carried forward into the following contract year.

15.10 Transit Operators will be credited for floating holiday hours on a pro rata basis according to the number of months remaining in the contract year. Likewise, terminating employees will have floating holiday hours deducted from their leave balances or final wages on a pro rata basis according to the number of months remaining in the contract year.

## **Article 16 - Seniority and Reduction in Force**

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### **16.1 SENIORITY**

Operator seniority is the length of continuous employment of the employee in a Transit Operator position. Those presently in Transit Operator positions shall not suffer any loss of bid seniority or benefits.

### **16.2 SENIORITY PROVISIONS**

16.2.1 The Employer recognizes one (1) seniority list for Transit Operators.

16.2.2 If the date of appointment to a Transit Operator position is the same for any two or more employees, seniority shall be determined by the order in which the employees were selected for hire, which shall be noted on the employer's Payroll Record Change or similar hiring form, for each employee at the time of hiring.

16.2.3 Seniority shall be terminated when an employee resigns, is discharged, or retires.

16.2.4 When the Transit Operator employee force is reduced, employees will be laid off in inverse order of their seniority.

### **16.3 RECALL PROCEDURE**

16.3.1 In the event a person is on lay-off (no longer working at the City in any capacity), notice of recall shall be sent by certified mail to the last address reflected in the employee's official personnel file. If the person is actively employed at the City, written notification of the recall will be hand delivered and a certified letter to their mailing address is not required. The employee shall sign the written notice to acknowledge receipt of the notice.

The City may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

16.3.2 Employees may be removed from the recall list for any one of the following reasons:

- The expiration of twelve (12) months from the date of layoff or as otherwise extended by mutual agreement.
- Failure to respond within fourteen (14) days to a communication regarding availability of employment.
- Refusal to return to formerly held position.
- Request in writing by the laid-off employee to be removed from the list.

16.3.3 Rights Upon Recall. Employees recalled from layoff shall not forfeit previously accumulated seniority and shall have all unpaid accrued sick leave as of the date of layoff restored. The seniority date shall be adjusted to reflect the time they were not actively working, but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

## **Article 17 - Uniforms**

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### **17.1 GENERAL**

17.1.1 The Employer will provide uniforms in accordance with the uniform issue list below within sixty (60) calendar day of an employee's date of appointment as a Transit Operator. Replacement uniforms will be ordered from the uniform vendor within five (5) business days of receipt of an employee's written request, if such employee is eligible to receive replacement uniform items.

17.1.2 No employee will receive an initial issue and replacement in the same year unless extenuating circumstances beyond the employee's control warrant replacement. Any employee whose date of hire is July 1<sup>st</sup> or thereafter shall receive fifty percent (50%) of the designated replacement allowance for the next succeeding year only. For example:

*An employee hired after June 30 of Year 1 will receive an initial issue of uniforms during Year 1. In January of Year 2, the employee will receive fifty percent (50%) of the designated replacement allowance. In January of Year 3, and each succeeding year, the employee will receive one hundred percent (100%) of the designated replacement allowance.*

17.1.3 Uniform items will be replaced as deemed necessary by either the supervisor or the employee, provided the replacement costs can be covered within the uniform allocations prescribed herein.

17.1.4 All Operators are required to wear their uniforms while on duty, and shall maintain their uniforms in such a manner to present a clean, neat, and professional appearance at all times while on duty. Employee will reimburse Employer for all uniform

replacement costs that exceed the employee's replacement allocation amount, regardless of the cause for such replacement.

17.1.5 If an Operator voluntarily terminates employment prior to driving 500 hours, the Operator shall be required to reimburse the Employer for the cost of uniforms issued.

17.1.6 Upon termination of employment, the employee must return all uniforms which would associate the uniform or its wearer with the Employer.

## 17.2 REPLACEMENT UNIFORM ALLOCATION

17.2.1 Transit Operator Annual Replacement Allocation: \$225.00

17.2.2 The allocation will be per calendar year. Unused allocation will carry over to the following year, with a maximum accumulation of \$400.00 per Operator.

17.2.3 The allocation shall be applied toward replacement or replenishment of uniform items purchased through the Employer-designated uniform supplier.

## 17.3 UNIFORM ISSUE LIST

17.3.1 The Employer will supply the following uniform articles; style, color, design and fabric are to be determined by Employer.

- 5 Pairs of Trousers
- 5 Shirts
- 1 Jacket
- 1 Sweater
- 1 Cap (Optional)

## **Article 18 - Probation**

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### 18.1 PROBATION

18.1.1 Transit Operators shall serve a six (6) month probation, which may be extended an additional three (3) months upon written notification from the supervisor stating the reason (s) for the extension and notification to the Union.

18.1.2 Probationary employees may be suspended without pay or discharged within that period with no appeal of the suspension or discharge.

18.1.3 The probationary period shall commence upon the date of appointment to the Transit Operator classification.

18.1.4 Periods of leave of absence without pay, and time worked in a transitional duty assignment, will not be included in computing the nine (9) month probationary period.

18.1.5 Transit Operator Trainees shall be on probation until they have successfully completed the Employer's training program. Upon promotion to Transit Operator, such employees shall serve the probationary period specified above.

## **Article 19 – Savings**

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19.1 Should any provisions of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Both parties agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties.

## **Article 20 - Entire Agreement**

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20.1 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.

20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's direction and control.

## Article 21 - Termination

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This Agreement shall be effective as of January 1, 2022 and shall be binding upon the Employer, the Union, and members of the bargaining unit and shall remain in full force and effect through December 31, 2024.

City of Longview, Washington

Amalgamated Transit Union #758

\_\_\_\_\_  
Kurt Sacha, City Manager

\_\_\_\_\_  
Isaac O. Tate, ATU, President/Business Agent

DATED:

DATED:

\_\_\_\_\_  
Witness: Chris K. Smith

\_\_\_\_\_  
Committee Member:

DATED:

DATED:

## **Addendum A: Side Letter of Agreement**

ATU Local 758 and City of Longview  
Side Letter of Agreement January 1, 2022 thru December 21, 2024

### **Full Time Shifts Bid**

Effective upon ratification of the 1/1/2022 thru 12/31/2024 Collective Bargaining Agreement, the Employer shall endeavor to maintain a minimum of ten (10) full-time thirty-nine (39) to forty (40) hour bid shifts until the expiration of this agreement. If it becomes necessary to reduce bid shifts to less than ten (10), the Employer will notify the Union.

### **Full-Time Operator Positions**

The Employer will endeavor to make as many full-time thirty two (32) hours to forty (40) hour bid shifts as possible per shake-up. There will be no three (3) piece runs. If after the shake-up It Is discovered that remaining pieces of work when joined together create six and one-half (6.5) hour shift(s) daily for a five (5) day week, the work will be open to bid as a full-time (32 hour shift) and shall have two (2) consecutive days off.

## **Addendum B: Wage and Salary Scale**

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