# City of Longview

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

## Agenda

## 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*

| Thursday, February 9, 2023 | 6:00 PM | 2nd Floor, City Hall |
|---|---|---|

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

https://us02web.zoom.us/j/82394132374

**Telephone options (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:** ***823 9413 2374***

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE

   23-000804 MARK SCHMUTZ, NORTHLAKE CHURCH

3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES

   23-000840 JANUARY 26, 2023 REGULAR MEETING

6. CHANGES TO THE AGENDA
7. PRESENTATIONS & AWARDS

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

9. **PUBLIC HEARINGS**

10. **BOARD & COMMISSION RECOMMENDATIONS**

11. **ORDINANCES & RESOLUTIONS**

12. **MAYOR'S REPORT**

13. **COUNCILMEMBERS' REPORTS**

**23-000849 RESOLUTION NO. 2435 - SUSPENDING THE CHARGE OF FEES AND TAXES FOR PERMITTING AND DEVELOPMENT OF AFFORDABLE HOUSING FOR A TWO-YEAR PERIOD IN THE CITY OF LONGVIEW**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2435**

14. **CONSENT CALENDAR**

**23-000820 APPROVAL OF CLAIMS**

**23-000821 RESOLUTION NO. 2436 - AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF KELSO, COWLITZ COUNTY AND PORT OF LONGVIEW FOR THE SOUTHWEST WASHINGTON REGIONAL AIRPORT FUEL REPLACEMENT PROJECT**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2436**

**23-000822 RESOLUTION NO. 2432 - AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH LONGVIEW SCHOOL DISTRICT NO. 122**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2432**

**23-000839 AMENDMENT TO INDIGENT DEFENSE CONTRACT**

**RECOMMENDED ACTION:**
**AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE, TO EXTEND THE TERM OF THE CONTRACT TO THE END OF 2024 AND INCREASE THE CONTRACT AMOUNT 4% TO ADJUST FOR INFLATION.**

**23-000862 RESOLUTION NO. 2437 – PROPERTY TRANSFER TO WSDOT**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2437**

15. **CITY MANAGER'S REPORT**

**23-000867 CITY COMPOST USAGE PLAN**

**RECOMMENDED ACTION:**
**ADOPT ORDINANCE AT A LATER MEETING**

**23-000860 PROJECT COMPLETION – LONGVIEW LIBRARY EXTERIOR RESTORATION PROJECT**

**RECOMMENDED ACTION:**
**MOTION TO ACCEPT AS COMPLETE THE LONGVIEW LIBRARY EXTERIOR RESTORATION PROJECT**

**16. MISCELLANEOUS**

**17. EXECUTIVE SESSION**

**18. 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, FEBRUARY 23, 2023 – 6:00 P.M.**
**THURSDAY, MARCH 9, 2023 – 6:00 P.M.**

## NEXT SPECIAL COUNCIL WORKSHOP:

**THURSDAY, FEBRUARY 16, 2023 - 6:00 P.M. - WASHINGTON WAY COMPLETE STREETS AND BEECH STREET OPEN CHANNEL**

# City of Longview

1525 Broadway
Longview, WA 98632
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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***

| Thursday, January 26, 2023 | 6:00 PM | 2nd Floor, City Hall |
|---|---|---|

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**https://us02web.zoom.us/j/82394132374**

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**1-312-626-6799**
**1-646-876-9923**

**Webinar ID:** ***823 9413 2374***

1. **CALL TO ORDER**

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

2. **INVOCATION*/FLAG SALUTE**

   *The flag salute was recited.*

3. **ROLL CALL**

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

***Staff Present****: City Attorney Jim McNamara, Assistant City Manager Kris Swanson, City Clerk Tiffany Ostreim, Community and Economic Development Director Ann Rivers, Parks & Recreation Director Jen Wills, Police Captain John Reeves*

## 4. WORKSHOP

## 5. APPROVAL OF MINUTES

**23-000819 JANUARY 12, 2023 REGULAR MEETING**
**JANUARY 19, 2023 SPECIAL WORKSHOP**

***A motion was made by Councilmember Wean, seconded by Councilmember Kendall, to approve the January 12, 2023 Regular Meeting Minutes and January 19, 2023 Special Workshop Minutes. The motion carried unanimously.***

## 6. CHANGES TO THE AGENDA

***Councilmember Ortiz requested Item 13 - Resolution No. 2435 (23-000817) be pulled from the agenda and placed on the next City Council Agenda. Council concurred.***

## 7. PRESENTATIONS & AWARDS

## 8. CONSTITUENTS' COMMENTS (Thirty Minutes)

*Daryl VanDinter provided public comment.*
*Mike provided public comment.*
*Eric Halvorson provided public comment.*
*Citizen, name and city unstated, provided public comment.*
*Citizen, name and city unstated, provided public comment.*

## 9. PUBLIC HEARINGS

## 10. BOARD & COMMISSION RECOMMENDATIONS

**23-000816 VISUAL ARTS COMMISSION RECOMMENDATION TO ACCEPT DONATED ART**

**RECOMMENDED ACTION:**
**NO ACTION NECESSARY**

*Hans Schaufus and Trudy Woods, with the Outdoor Gallery; gave a presentation.*

## 11. ORDINANCES & RESOLUTIONS

**23-000808 RESOLUTION NO. 2433 - GRANTING THE LONGVIEW HOUSING AUTHORITY dba HOUSING OPPORTUNITIES OF SOUTHWEST WASHINGTON THE AUTHORITY TO ACCEPT DONATIONS OF MONEY OR PROPERTY**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2433**

***A motion was made by Councilmember Wallin, seconded by Councilmember Kendall, to adopt the resolution.***

*Jennifer Westerman, Chief Executive Officer of Housing Opportunities of SW Washington, provided information.*

*City Attorney Jim McNamara provided information.*
*Citizen, name and city unstated, provided public comment.*
***The motion carried unanimously.***

**23-000817 ORDINANCE NO. 3475 - ACCEPTING A GIFT OF FOUR SCULPTURES ENTITLED “NEPTUNE”, “COFFEE BREAK”, “SLOUGH FISH FINIAL”, AND “A SOOTHING MELODY” FROM THE LONGVIEW OUTDOOR GALLERY.**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT ORDINANCE NO. 3475 AND AUTHORIZE THE CITY MANAGER TO SIGN THE APPLICABLE "DONATION OF ART AND TRANSFER OF OWNERSHIP FORMS" ON BEHALF OF THE CITY OF LONGVIEW**
***A motion was made by Councilmember Ortiz, seconded by Councilmember Wean, to adopt the ordinance.***
*Citizen, name and city unstated, provided public comment.*
*Citizen, name and city unstated, provided public comment.*
***The motion carried unanimously.***

## 12. MAYOR'S REPORT

## 13. COUNCILMEMBERS' REPORTS

**23-000817 RESOLUTION NO. 2435 - SUSPENDING THE CHARGE OF FEES AND TAXES FOR PERMITTING AND DEVELOPMENT OF AFFORDABLE HOUSING FOR A TWO-YEAR PERIOD IN THE CITY OF LONGVIEW**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2435**
***This item was pulled from the agenda - see Changes to Agenda.***

**23-000823 REQUIRING DOGS TO BE LEASHED WITHIN CITY LIMITS**

**RECOMMENDED ACTION:**
**MOTION TO DIRECT STAFF TO DRAFT CHANGES TO CITY ORDINANCES TO REQUIRE DOGS TO BE ON A LEASH WITHIN THE CITY LIMITS EXCEPT UNDER DEFINED CIRCUMSTANCES**
*Councilmember Kendall gave a report.*
***A motion was made by Councilmember Kendall, seconded by Mayor Wallis, to direct staff to draft changes to city ordinances to require dogs to be on a leash within the city limits except under defined circumstances.***
*Councilmembers spoke to the motion.*
*Parks and Recreation Director Jen Wills stated the Parks Board is studying dog parks for 7th Avenue Park, John Null Park and Roy Morris Park.*
*Citizen, name and city unstated, provided public comment.*
*Citizen, name and city unstated, provided public comment.*
*Citizen, name and city unstated, provided public comment.*
*Citizen, name and city unstated, provided public comment.*
*Citizen, name and city unstated, provided public comment.*
*Citizen, name and city unstated, provided public comment.*
*Scott Olson provided public comment.*
*Assistant City Manager Kris Swanson spoke about the contract with the Humane Society.*
***The motion carried with the following vote:***
***Ayes: Councilmember Kendall, Mayor Wallis, Councilmember Wean, Councilmember Ortiz, Councilmember Strobel***

*Nays: Councilmember Wallin*

*Councilmember Wean provided a report.*
*Parks and Recreation Director Jen Wills provided a report.*
*Councilmember Ortiz provided a report.*

14. **CONSENT CALENDAR**
*A motion was made by Councilmember Kendall, seconded by Councilmember Wean, to approve the Consent Calendar. The motion carried unanimously.*

**23-000818 APPROVAL OF CLAIMS**

**23-000818 RESOLUTION NO. 2434 PROVIDING FOR THE DISPOSAL OF CERTAIN PROPERTY DEEMED TO BE SURPLUS**

**RECOMMENDED ACTION**
**MOTION TO ADOPT RESOLUTION NO. 2434**

15. **CITY MANAGER'S REPORT**
*Assistant City Manager Kris Swanson provided a report.*
*Salvation Army Major Phil Smith provided a report.*

16. **MISCELLANEOUS**
*Councilmember Kendall asked to be excused from the February 9, 2023 City Council Meeting.*

17. **EXECUTIVE SESSION**

18. **ADJOURNMENT**
*The meeting was adjourned at 7:33 p.m.*

*Tiffany Ostreim*
*City Clerk*

*Approved:*______________________________
*Mayor*

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## NEXT REGULAR COUNCIL MEETINGS:
**THURSDAY, FEBRUARY 9, 2023 – 6:00 P.M.**
**THURSDAY, FEBRUARY 23, 2023 – 6:00 P.M.**

## NEXT REGULAR WORKSHOP:
**THURSDAY, FEBRUARY 9, 2023 – 6:00 P.M. – AMERESCO FACILITY CONDITION ASSESSMENT & ENERGY AUDIT**
**THURSDAY, FEBRUARY 23, 2023 - 6:00 P.M. - SOLID WASTE RATE SETTING**

## NEXT SPECIAL COUNCIL WORKSHOP:

**THURSDAY, FEBRUARY 16, 2023 – 6:00 P.M. – WASHINGTON WAY COMPLETE STREETS AND BEECH STREET OPEN CHANNEL**

Rcvd 12-22-22
Clerks Ofc.

The City of Longview Washington

# City of Longview
## Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

Introduced by: [signature]

Date:

Supported by: City

For Agenda of: 1/26/2022

**SUBJECT TITLE:** A resolution suspending the charge of fees and taxes from the City for permitting and development for affordable housing for a two year period in the City of Longview.

**SUMMARY STATEMENT:**
See attached.

**RECOMMENDED ACTION:**
Adoption of the resolution.

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**
Quality of Place
Increase Housing Opportunities
Expand Affordable Housing
Economic Development

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**Expenditure Required:**
**Amount Budgeted:**
**Appropriation Required:**

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## Agenda Summary Statement for:

## A Resolution suspending the charge of fees and taxes for permitting and development for affordable housing for a two-year period in the City of Longview

Introduced By Councilman Spencer C. Boudreau

And Councilman Christopher Ortiz

SUMMARY STATEMENT

Whereas Affordable Housing is a vital and critical need in our country and community, and;

Whereas a housing crisis exists in our region, community, and country, and;

Whereas a certain percentage of the cost of construction of affordable housing units is due to permitting and development fees and taxes from the City, and;

Whereas the City Council has outlined affordable housing and expanding housing opportunities as a key goal;

Be it resolved by the City Council that for a two-year period beginning after adoption of this resolution, there will be no permitting or development fees or taxes charged to the developers and builders of "affordable Housing' units in the City of Longview.

"Affordable Housing" as it pertains to this resolution is defined as housing units meeting specific rent/income levels set by the United States Department of Housing and Urban Development for each local jurisdiction.

Applicable projects but not be "finished" by the end date to qualify but must be financially vested by the end date.

RESOLUTION NO. 2435

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A RESOLUTION suspending the charge of fees and taxes for permitting and development for affordable housing for a two-year period in the City of Longview

---

WHEREAS, affordable housing is a vital and critical need in our country and community; and

WHEREAS, a housing crisis exists in our region, community, and country; and

WHEREAS, a certain percentage of the cost of construction of affordable housing units is due to permitting and development fees and taxes from the City; and

WHEREAS, the City Council has outlined affordable housing and expanding housing opportunities as a key goal; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council that for a two-year period beginning after adoption of this resolution, there will be no permitting or development fees or taxes charged to the developers and builders of "affordable housing" units in the City of Longview.

"Affordable Housing" as it pertains to this resolution is defined as housing units meeting specific rent/income levels set by the United States Department of Housing and Urban Development for each local jurisdiction.

Applicable projects, but not "finished", by the end date, qualify but must be financially vested by the end date.

Passed by the City Council this ____ day of February, 2023.

Approved by the Mayor this ____ day of February, 2023.

________________________________
Mayor

Attest:

________________________________
City Clerk

# The Pursuit of Making Affordable Housing More Affordable

Longview is a wonderful place to live, work, and play. Housing demand is great, especially for affordable housing. Longview's regulatory development costs have actually decreased since 2016, and we remain committed to being developer-friendly.

## BUILDING (& RELATED) PERMITS)

Typical permitting costs involved with a new multi-family development can be broken down as follows from real (and recent) projects:

| 30-Unit Development (3 buildings) | New Multifamily 4-Plex Building | New 48-Unit Multifamily Development |
|---|---|---|
| Planning Fees: $579 | Planning Fees: $0 | Planning Fees: $579 |
| Building & Fire Review Fees: $10,300 | Building & Fire Review Fees: $2,513 | Building & Fire Review Fees: $10,560 |
| Building Permit Fees: $13,200 | Building Permit Fees: $3,600 | Building Permit Fees: $13,670 |
| Electrical Permit Fees: $3,150 | Electrical Permit Fees: $647 | Electrical Permit Fees: $1,376 |
| Plumbing Permit Fees: $1,550 | Plumbing Permit Fees: $340 | Plumbing Permit Fees: $3,900 |
| Mechanical Permit Fees: $1,300 | Mechanical Permit Fees: $400 | Mechanical Permit Fees: $2,500 |
| Fire Permit Fees: $1,700 | Fire Permit Fees: $0 | Fire Permit Fees: $1,553 |
| ROW/PIP Permits: $250 | ROW/PIP Permits: $250 | ROW/PIP Permits: $6,525 |
| Utility Permits: $77,300 | Utility Permits: $16,750 | Utility Permits: $110,510 |
| Total Permitting Cost: $109,330 | Total Permitting Cost: $24,500 | Total Permitting Cost: $151,173 |

Most jurisdictions charge for individual re-inspections, Engineering plan reviews, Stormwater plan reviews and job walkthroughs. In Longview, we do not charge for these items separately.

Longview utilizes a standard square footage valuation table for Residential and Multifamily construction, it is based a valuation table publish by the International Building Code annually. Our building official reviews this table and makes adjustments that better fit our local economy. Longview's standard valuation is always lower than surrounding communities. Currently, that standard valuation sets Single-Family Residential at $115/sqft and Multifamily at $100/sf. If a developer's engineer's cost estimate or written bid price is lower than our standard valuation, we are able to take into consideration basing fees on their value instead.

The City of Kalama is currently using an adjusted valuation table which assigns a $123/sqft value to new single-family homes and $120/sqft value to new multifamily developments. Woodland utilizes the latest adopted ICC table with unadjusted values. Since permitting fees are based on these valuations, this increases permitting fees as well.

## PUBLIC IMPROVEMENT PERMITS AND WORK IN THE PUBLIC ROW

Permits to work within the Public Right-of-Way range from $125.00 to 6% of the Engineer's Estimate for the work taking place in the Right-of-Way. This covers review and as many inspections as are required by our staff to ensure the work to City infrastructure is completed to our Engineering standards.

## UTILITY CONNECTIONS

Longview charges a system development fee for new domestic utility services, for a new home the charge is $6,405. For a new apartment building, depending on number of units and size of service, can range from $10,800 to $70,000 or more. Every situation and property is different, resulting in different fees.

## OTHER FEES

Many communities charge Impact Fees to new building ventures, requiring the applicant/developer to pay for the potential impacts their development could have to public parks, schools, traffic, and other public amenities. Longview currently has no such impact fees for development, which is a significant draw for builders.

# How We Stack Up

KALAMA

| 30-Unit Development (3 buildings) | New Multifamily 4-Plex Building | New 48-Unit Multifamily Development |
|---|---|---|
| Planning Fees: $1,500 | Planning Fees: $0 | Planning Fees: $1,500 |
| Building & Fire Review Fees: $15,583 | Building & Fire Review Fees: $4,453 | Building & Fire Review Fees: $22,440 |
| Building Permit Fees: $22,047 | Building Permit Fees: $6,877 | Building Permit Fees: $32,639 |
| Electrical Permit Fees: $3,927 | Electrical Permit Fees: $820 | Electrical Permit Fees: $3,175 |
| Plumbing Permit Fees: $3,750 | Plumbing Permit Fees: $400 | Plumbing Permit Fees: $5,860 |
| Mechanical Permit Fees: $2,505 | Mechanical Permit Fees: $300 | Mechanical Permit Fees: $4,870 |
| Fire Permit Fees: $1,927 | Fire Permit Fees: $0 | Fire Permit Fees: $1,885 |
| Stormwater Plan Review: $220 | Stormwater Plan Review: $29 | Stormwater Plan Review: $353 |
| ROW/PIP Permits: $200 | ROW/PIP Permits: $200 | ROW/PIP Permits: $200 |
| Utility Permits: $76,050 | Utility Permits: $28,000 | Utility Permits: $20,000 |
| Total Permitting Cost: ~$125,737* | Total Permitting Cost: ~$41,080* | Total Permitting Cost: ~$194,599* |
| *Estimate based on published online fee schedules and project valuations | *Estimate based on published online fee schedules and project valuations | *Estimate based on published online fee schedules and project valuations |

## WOODLAND

<u>30-Unit Development (3 buildings)</u>

Planning Fees: $4,300

Building & Fire Review Fees: $7,476

Building Permit Fees: $11,560

Electrical Permit Fees: $1,030

Plumbing Permit Fees: $1,138

Mechanical Permit Fees: $1,030

Fire Permit Fees: $2,335

ROW/PIP Permits: $6,922

Stormwater: $922

Utility Permits: $10,045

Impact Fees: $2,832

Total Permitting Cost: ~$49,590

<u>New Multifamily 4-Plex Building</u>

Planning Fees: $2,832

Building & Fire Review Fees: $2,085

Building Permit Fees: $3,209

Electrical Permit Fees: $232

Plumbing Permit Fees: $276

Mechanical Permit Fees: $232

ROW/PIP Permits: $1440

Stormwater: $922

Utility Permits: $3,029

Impact Fees: $2,832

Total Permitting Cost: ~$17,089

<u>New 48-Unit Multifamily Development</u>

Planning Fees: $4,300

Building & Fire Review Fees: $9,308

Building Permit Fees: $14,320

Electrical Permit Fees: $1,268

Plumbing Permit Fees: $2,036

Mechanical Permit Fees: $1,268

Fire Permit Fees: $2,142

ROW/PIP Permits: $6,922

Stormwater: $922

Utility Permits: $9,036

Impact Fees: $2,832

Total Permitting Cost: ~$54,354

## VANCOUVER

<u>30-Unit Development (3 buildings)</u>

Planning Fees: $6,889

Building & Fire Review Fees: $14,700

Building Permit Fees: $16,054

Electrical Permit Fees: $3,975

Plumbing Permit Fees: $3,456

Mechanical Permit Fees: $2,110

Fire Permit Fees: $2,249

Stormwater Plan Review: $1,900

ROW/PIP Permits: $7,152

Utility Permits: $58,691

Impact Fees: $10,000

Total Permitting Cost: ~$127,176*

*Estimate based on published online fee schedules and project valuations

<u>New Multifamily 4-Plex Building</u>

Planning Fees: $2,525

Building & Fire Review Fees: $2,530

Building Permit Fees: $3,777

Electrical Permit Fees: $718

Plumbing Permit Fees: $466

Mechanical Permit Fees: $395

Fire Permit Fees: $0

Stormwater Plan Review: $1,800

ROW/PIP Permits: $5,550

Utility Permits: $17,220

Impact Fees: $7,000

Total Permitting Cost: ~$41,982*

*Estimate based on published online fee schedules and project valuations

<u>New 48-Unit Multifamily Development</u>

Planning Fees: $8,553

Building & Fire Review Fees: $14,767

Building Permit Fees: $22,718

Electrical Permit Fees: $1,376

Plumbing Permit Fees: $5,584

Mechanical Permit Fees: $2,705

Fire Permit Fees: $4,350

Stormwater Plan Review: $2,080

ROW/PIP Permits: $7,600

Utility Permits: $109,866

Impact Fees: $15,000

Total Permitting Cost: ~$194,599*

*Estimate based on published online fee schedules and project valuations

# City of Longview

## Agenda Summary

**APPROVAL OF CLAIMS**

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

**SECOND HALF JANUARY 2023 ACCOUNTS PAYABLE: $2,370,891.55**
Checks no. 41129 - 41503.

**SECOND HALF JANUARY 2023 PAYROLL:**
$397,419.56, checks no. 1612 - 1629
$905,341.72 direct deposits
$870,475.40, wire transfers
$2,173,236.68 Total

**STAFF CONTACT:**
Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None

# City of Longview

## Agenda Summary

**RESOLUTION NO. 2436 - AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF KELSO, COWLITZ COUNTY AND PORT OF LONGVIEW FOR THE SOUTHWEST WASHINGTON REGIONAL AIRPORT FUEL REPLACEMENT PROJECT**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2436**

**Council Strategic Initiative Addressed:**
Enhance public safety and emergency response
Strengthen economic conditions & create new opportunities
Improve transportation systems

**City Attorney Review:** REQUIRED

**Summary Statement:**
The City of Kelso on behalf of the Southwest Washington Regional Airport (SWRA) was successfully awarded a WSDOT Community Aviation Revitalization Board Loan in the full requested amount of $1.2 million for the fuel system replacement project. As the legal sponsor of the airport, the City of Kelso will be sole party to the loan agreement directly with WSDOT. However, per the airport governing ILA, each governing entity must approve any debt obligation for which the airport, and each entity, will be responsible. At the direction of the Airport Operating Board, a Fuel System Replacement Project interlocal agreement, separate from the airport governing ILA, was drafted. The ILA includes two distinct components. First, the ILA describes the 25% portion of debt obligation to each entity of the agreement. Second, the ILA establishes an annual, per entity, contribution of $15,000 for the sole purpose of servicing the loan debt which will terminate with the complete repayment of the loan. This annual amount would increase from $15,000 to 25% of the full annual loan payment, estimated to be $18,347.02, in the event the entity withdrew from the Airport's operating ILA as described therein. The annual contributions, per the ILA, would start in January 2024 and loan repayment, per the amortization schedule, is estimated to be no later than 2043.

**Recommended Action:**
Motion to approve Resolution No. 2436 authorizing the City Manager to enter into an Interlocal Agreement with the City of Kelso, Cowlitz County and the Port of Longview for the Southwest Washington Regional Airport Fuel System Replacement Project.

Attachments:
1. Resolution 2436 for Interlocal SW Washington Regional Airport - Fuel System Replacement Project - February 2023
2. SWWRA Interlocal Agreement for financing fuel project--FINAL CLEAN 1-13-23 copy
3. AgSu - Entity ILA for WSDOT CARB Loan--JP edits 1-6-23
4. GCB3798 City of Kelso Loan Agreement
5. 2023 Draft Budget Revision 1
6. AgSu - 2023 Airport Budget Revision 1

Resolution No.2436

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A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF KELSO, THE PORT OF LONGVIEW, AND COWLITZ COUNTY REGARDING A FUEL SYSTEM REPLACEMENT PROJECT AT THE SOUTHWEST WASHINGTON REGIONAL AIRPORT

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WHEREAS, the Southwest Washington Regional Airport is owned by the City of Kelso but is operated by an Airport Operating Board under Airport Operating Interlocal Agreement between the City of Kelso, the City of Longview, the Port of Longview, and Cowlitz County (collectively, the "Parties"); and

WHEREAS, under that Operating Agreement, the Board may not borrow any funds for Airport capital improvements without at least three of the four jurisdictions voting to approve the action; and

WHEREAS, the Airport Board further contracts with the City of Kelso for Airport Management and Finance and Administrative Services; and

WHEREAS, in 2017, planning and design began on a fuel system replacement project and was included in the Airport's Strategic Operating Plan list of priority projects adopted by the Airport Board; and

WHEREAS, after economic factors and increased project costs resulted in the return of certain 2021 grants to fund the fuel system replacement project, the Airport Board reviewed options and selected an Alternative Fuel System Replacement Project ("Fuel Project") with a reduced scope of work and project costs; and

WHEREAS, each of the Parties passed a resolution in support of the Airport Board pursuing a Washington State Department of Transportation ("WSDOT") Community Aviation Revitalization Board aviation loan ("CARB loan") to fund the Fuel Project after WSDOT announced loan amount increases and the Airport secured other State support for the Fuel Project; and

WHEREAS, in December 2022, the Airport was notified that its application has been approved and the City of Kelso, on behalf of the Airport will be awarded a $1.2 million CARB loan for the Fuel Project upon acceptance of the loan offer; terms include a 20 year repayment term at two percent (2%) interest for a scheduled repayment of $1,467,761.24; and

WHEREAS, current Airport revenues and current funding contributions of the Parties will not support the debt service on the CARB loan and the Airport Board has requested additional funding from each of the Parties to cover the debt service in the amount of $15,000 each year from each Party for 20 years or $300,000 in additional funds from each party for debt service, with the remaining balance to be paid from Airport funds based on other contributions of the Parties pursuant to the Operating Agreement; and

WHEREAS, the construction of the Fuel Project is necessary for the long-term operation of the Airport and will allow the Airport to continue to provide benefits and services to the public and citizens of southwest Washington as well as support public safety, economic development and alternative transportation goals for of the Region; and

WHEREAS, the Parties wish to enter into the attached interlocal agreement to provide the funding necessary to cover the debt service on the CARB loan to construct the Fuel Project for the benefit of the region; and

WHEREAS, the Parties are authorized to enter into the attached interlocal agreement pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington (RCW), and RCW 14.08.200.

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

Section 1. The City Manager is authorized to execute the Southwest Washington Regional Airport Fuel System Replacement Project Interlocal Agreement with the City of Kelso, the Port of Longview, and Cowlitz County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this _____ day of February, 2023.

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk

**SOUTHWEST WASHINGTON REGIONAL AIRPORT INTERLOCAL COOPERATION AGREEMENT FOR FUEL SYSTEM REPLACEMENT PROJECT**

This Fuel System Replacement Project Interlocal Agreement (FSRP Agreement) is entered into between the City of Kelso ("Kelso"), a municipal corporation of the State of Washington; the City of Longview ("Longview"), a municipal corporation of the State of Washington; the Port of Longview ("Port"), a municipal corporation of the state of Washington; and Cowlitz County ("County"), a political subdivision of the state of Washington, all the above entities are each referred to as PARTY or jointly as the PARTIES.

## I. RECITALS

1. The Southwest Washington Regional Airport (hereinafter "Airport") is owned by the City of Kelso but is operated by an Airport Operating Board ("Airport Board") under an Airport Operating Interlocal Agreement (Operating Agreement) between the City of Kelso, the City of Longview, the Port of Longview, and Cowlitz County ("Parties").
2. Under that Operating Agreement, the Board may not borrow any funds for Airport capital improvements without at least three of the four jurisdictions voting to approve the action.
3. The Airport Board further contracts with the City of Kelso for Airport Management and Finance and Administrative Services.
4. In 2017, planning and design began on a fuel system replacement project and was included in the Airport's Strategic Operating Plan list of priority projects adopted by the Airport Board; and
5. After economic factors and increased project costs resulted in the return of certain 2021 grants to fund the fuel system replacement project, the Airport Board reviewed options and selected an Alternative Fuel System Replacement Project ("Fuel Project") with a reduced scope of work and project costs.
6. Each of the Parties passed a resolution in support of the Airport Board pursuing a Washington State Department of Transportation ("WSDOT") Community Aviation Revitalization Board aviation loan ("CARB loan") to fund the Fuel Project after WSDOT announced loan amount increases and the Airport secured other State support for the Fuel Project.
7. In December 2022, the Airport was notified that its application has been approved and the City of Kelso, on behalf of the Airport will be awarded a $1.2 million CARB loan for the Fuel Project upon acceptance of the loan offer; terms include a 20 year repayment term at two percent (2%) interest for a scheduled repayment of $73,388.06 per year.
8. Current Airport revenues and current funding contributions of the Parties will not support the debt service on the CARB loan and the Airport Board has requested additional funding, with each of the Parties to be responsible for one-fourth of the total debt service as follows:
    a. Each Party to pay $15,000 annually for 20 years;
    b. So long as each Party is a member of the separate Operating Agreement, that Party's portion of the remainder of the annual scheduled repayment will be paid for out of the Airport budget from sums contributed by the Parties under that Operating Agreement;
    c. In the event a Party withdraws from the Operating Agreement, then that Party's annual payments will be increased to one-fourth of the total annual repayment.
9. The construction of the Fuel Project is necessary for the long-term operation of the Airport and will allow the Airport to continue to provide benefits and services to the public and

citizens of southwest Washington as well as support public safety, economic development and alternative transportation goals for of the Region.
10. The Parties wish to enter into this FSRP Agreement to provide the funding necessary to cover the debt service on the CARB loan to construct the Fuel Project for the benefit of the region.
11. The Parties are authorized to enter into this interlocal agreement pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington (RCW)including RCW 39.34.070, and RCW 14.08.200.

For and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Purpose**. The purpose of this FSRP Agreement is to accomplish the following:
    a. Approval by the Parties for the Airport to accept a WSDOT CARB loan for the construction of the Fuel Project.
    b. Establish the terms and conditions for the construction of the Fuel Project.
    c. Agree to mutually share the costs of debt service repayment for the CARB loan and establish the terms and conditions therefore.

2. **Effective Date, Term, and Termination**. This FSRP Agreement shall take effect upon the execution hereof by the authorized representatives of all the Parties. This FSRP Agreement shall remain in effect until the repayment of all CARB loan funds, expected to be no later than in 2043 unless prepaid earlier under the terms of the loan documents.

3. **Approval**. Pursuant to Paragraph V.B.2 of the Operating Agreement, the Parties each by entering into this FSRP Agreement agree and approve of the Airport Board and/or the City of Kelso, respectively as may be required by WSDOT, the FAA, or other agreements between the Parties, to accept a WSDOT CARB loan for the construction of the Fuel Project described herein in an amount up to One Million, Two Hundred Thousand Dollars ($1,200,000).

4. **Construction**. The Airport Board shall oversee the preparation of construction plans, bidding, and construction of a Fuel Project substantially in the form submitted to, and as approved by, WSDOT, subject to any requirements of CARB loan and State public works laws and in accordance with its adopted procurement policies. The Airport Board agrees to use any CARB loan funds solely for construction of the Fuel Project and associated costs as authorized by WSDOT. Any amounts not used for the Fuel Project shall be returned to WSDOT.

5. **Financing**. The Parties each agree to pay one-fourth of the CARB loan annual payment as set forth in the Loan Repayment Schedule, attached hereto as Exhibit A and incorporated herein by this reference, as follows:
    a. During any period where a Party is also a Party to the Airport Operating Agreement, the amount of such annual payment required under this Paragraph shall be $15,000 for such Party. The remainder of the annual payment due will be paid for out of the Airport's Budget from sums contributed by the Party under that Operating Agreement.
    b. In the event that the Operating Agreement is terminated or that any Party withdraws from the Operating Agreement, the annual payment of the withdrawing Party shall

be increased to one-fourth of the annual payment due for the remainder of the Term of this FSRP Agreement.

c. Any Party may prepay the balance their debt service obligation under this Agreement by making a payment in full at any time during the repayment period. The amount of such final payment will be calculated as one-fourth of the total outstanding amount due at the time of the payment.

d. Each Party agrees to take such other legislative action as may be required to authorize payment in accordance with this Agreement.

e. Beginning in January 2024 and each year thereafter for a period of twenty (20) years, each Party shall appropriate and contribute the amounts owed under this FSRP Agreement to the Airport each year by no later than January 31st.

6. **Ownership**. Pursuant to paragraph VII.B of the Operating Agreement and certain FAA assurances previously agreed to by the Parties, the Fuel Project facilities shall be owned by the City of Kelso, but shall be considered a joint asset of the Parties subject to use and disposal only in accordance with FAA policies.

7. **Indemnification**. The Airport Board shall defend, indemnify, and hold harmless the Parties and their officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this FSRP Agreement, except for injuries or damages caused by the sole negligence of one of the Parties.

8. **Dispute resolution**.

a. In the event of a dispute between the parties arising from this FSRP Agreement or any obligations hereunder, the Parties' designated representatives shall meet within thirty (30) days of any Party's request for a meeting to resolve the dispute. The Parties promise to make a good faith attempt to resolve the dispute at this meeting.

b. In the event the parties are unable to resolve the dispute under the procedure in Section 8. A, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall stipulate to a mediator to assist them in resolving their differences. The mediator's fees and expenses shall be borne equally by the Parties. The Parties agree to select the mediator within ten (10) working days from a party's written request for mediation. The mediation will occur within thirty-five (35) days from the mediator's selection, unless otherwise agreed. The Parties will participate in good faith in mediation.

c. Following an unsuccessful mediation, a Party may then pursue any available judicial remedies.

9. **Default**. If any Party fails or refuses to pay its share of the cost of debts service when due, it shall be deemed a default and the City of Kelso either as an agent for the Airport or in its individual capacity a owner of the Airport property may elect to pay the Party's share. In such case, the defaulting Party shall be liable to Kelso for the amount paid, plus interest on the unpaid amount at the rate of two percent (2%) per annum from the date due until payment in full is made, plus attorneys' fees and costs incurred to recover the sums owed. This Paragraph shall survive the termination of this FSRP Agreement and the termination of or withdrawal of any Party from the Operating Agreement.

10. **Venue**. This FSRP Agreement, and the rights of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree

that, in any action, venue shall lie exclusively in the Superior Court of the State of Washington for Cowlitz County.

11. **Severability**. In case any one or more of the provisions contained in this FSRP Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this FSRP Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **Amendment**. No provisions of this FSRP Agreement may be amended, modified or added to except by written instrument properly signed by the PARTIES hereto.

13. **Waiver of Performance**. Any failure by one Party to enforce strict performance of any provision of the FSRP Agreement will not constitute a waiver of that Party's right to subsequently enforce such provision or any other provision of the FSRP Agreement.

14. **Notices**. All notices and other communications required under the FSRP Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the Party to whom the communication is to be given, at its address as follows:

**City of Kelso**
City Manager
203 South Pacific, Suite 216
P.O. Box 819
Kelso, WA 98626

**City of Longview**
City Manager, Executive Department
City of Longview
1525 Broadway
Longview, WA 98632

**Port of Longview**
Chief Executive Officer
Port of Longview
10 International Way
P.O. Box 1258
Longview, WA 98632

**Cowlitz County**
Board of Commissioners
Cowlitz County Administration Building, Room 305
207 North Fourth Avenue
Kelso, WA 98626

15. **Attorneys' Fees**. In any lawsuit between the Parties with respect to the matters covered by the FSRP Agreement, each Party shall pay its own attorneys' fees, costs, and expenses.

16. **Compliance with Chapter 39.34 RCW.**

    a. It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. Pursuant to RCW 39.34.030(4)(a), the administrators for administering this Agreement are those members of each agency appointed to the Airport operating board, or such other person as may be appointed by each agency.
    b. Any real and personal property affected by this Agreement will be owned by City of Kelso for the duration and after termination of this Agreement.
    c. The requirements of RCW 39.34.050 do not apply to this Agreement as no State Officer or Agency has control over the subject matter of this Agreement.
    d. Prior to its entry into force and pursuant to RCW 39.34.040, this Agreement will be recorded with the County Auditor or published on a respective agency's website.

The City of Kelso agrees to publish this Agreement on its website upon approval by each of the Parties.

17. **Counterparts**. This FSRP Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF, each of the PARTIES has executed this FSRP AGREEMENT by the signature of their duly authorized officials on the date and year indicated below

THE CITY OF KELSO, WASHINGTON

By ______________________________
City Manager

Date ______________________________

ATTEST:

______________________________
Clerk

APPROVED AS TO FORM:

______________________________
City Attorney

THE CITY OF LONGVIEW, WASHINGTON

By ______________________________
City Manager

Date ______________________________

ATTEST:

______________________________
Clerk

APPROVED AS TO FORM:

______________________________
City Attorney

PORT OF LONGVIEW , WASHINGTON

By ______________________________
President

Date ______________________________

ATTEST:

______________________________
Secretary

APPROVED AS TO FORM:

______________________________
Port Attorney

COWLITZ COUNTY, WASHINGTON

By ______________________________
Commissioner

By ______________________________
Commissioner

By ______________________________
Commissioner

Date ______________________________

APPROVED AS TO FORM:

______________________________
Chief Civil Deputy Prosecuting Attorney

STATE OF WASHINGTON )
) ss.
County of Cowlitz )

On this day personally appeared before me _______________, CITY MAGNAGER, and ________________________, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF KELSO, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of ________,

______________________________________
NOTARY PUBLIC in and for the State
of Washington, residing at ____________.
My commission expires:____________.

STATE OF WASHINGTON )
) ss.
County of Cowlitz )

On this day personally appeared before me _______________, CITY MANAGER, and ________________________, CITY CLERK, respectively for the CITY OF LONGVIEW , A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of ________,

______________________________________
NOTARY PUBLIC in and for the State
of Washington , residing at ____________.
My commission expires:____________.

STATE OF WASHINGTON )
) ss.
County of Cowlitz )

On this day personally appeared before me _______________, _______________, for the PORT OF LONGVIEW, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of ________,

______________________________________
NOTARY PUBLIC in and for the State
of Washington, residing at ____________.
My commission expires:____________.

STATE OF WASHINGTON )
) ss.
County of Cowlitz )

On this day personally appeared before me _______________, _______________, and _______________________, COMMISSIONERS respectively for the COUNTY OF COWLITZ, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, the political subdivision that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this _____ day of ________,

______________________________________
NOTARY PUBLIC in and for the State
of Washington , residing at ____________.

My commission expires:____________.

EXHIBIT A

## EXHIBIT C,ESTIMATED LOAN REPAYMENT SCHEDULE - City of Kelso

| ENTER VALUES | |
|---|---|
| Loan amount | $1,200,000.00 |
| Annual interest rate | 2.00% |
| Loan period in years | 20 |
| Number of payments per year | 1 |
| Start date of loan | 2/1/2024 |
| Optional extra payments | $0.00 |

| LOAN SUMMARY | |
|---|---|
| Scheduled payment | $73,388.06 |
| Scheduled number of payments | 20 |
| Actual number of payments | 1 |
| Total early payments | $0.00 |
| Total interest | $267,761.24 |
| LENDER NAME | CARB / WSDOT - Aviation Division |

| PMT NO | PAYMENT DATE | BEGINNING BALANCE | SCHEDULED PAYMENT | EXTRA PAYMENT | TOTAL PAYMENT | PRINCIPAL | INTEREST | ENDING BALANCE | CUMULATIVE INTEREST |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2024 | $1,200,000.00 | $73,388.06 | $0.00 | $73,388.06 | $49,388.06 | $24,000.00 | $1,150,611.94 | $24,000.00 |
| 2 | 2/1/2025 | $1,150,611.94 | $73,388.06 | $0.00 | $73,388.06 | $50,375.82 | $23,012.24 | $1,100,236.12 | $47,012.24 |
| 3 | 2/1/2026 | $1,100,236.12 | $73,388.06 | $0.00 | $73,388.06 | $51,383.34 | $22,004.72 | $1,048,852.78 | $69,016.96 |
| 4 | 2/1/2027 | $1,048,852.78 | $73,388.06 | $0.00 | $73,388.06 | $52,411.01 | $20,977.06 | $996,441.77 | $89,994.02 |
| 5 | 2/1/2028 | $996,441.77 | $73,388.06 | $0.00 | $73,388.06 | $53,459.23 | $19,928.84 | $942,982.54 | $109,922.85 |
| 6 | 2/1/2029 | $942,982.54 | $73,388.06 | $0.00 | $73,388.06 | $54,528.41 | $18,859.65 | $888,454.13 | $128,782.50 |
| 7 | 2/1/2030 | $888,454.13 | $73,388.06 | $0.00 | $73,388.06 | $55,618.98 | $17,769.08 | $832,835.15 | $146,551.59 |
| 8 | 2/1/2031 | $832,835.15 | $73,388.06 | $0.00 | $73,388.06 | $56,731.36 | $16,656.70 | $776,103.79 | $163,208.29 |
| 9 | 2/1/2032 | $776,103.79 | $73,388.06 | $0.00 | $73,388.06 | $57,865.99 | $15,522.08 | $718,237.81 | $178,730.36 |
| 10 | 2/1/2033 | $718,237.81 | $73,388.06 | $0.00 | $73,388.06 | $59,023.31 | $14,364.76 | $659,214.50 | $193,095.12 |
| 11 | 2/1/2034 | $659,214.50 | $73,388.06 | $0.00 | $73,388.06 | $60,203.77 | $13,184.29 | $599,010.73 | $206,279.41 |
| 12 | 2/1/2035 | $599,010.73 | $73,388.06 | $0.00 | $73,388.06 | $61,407.85 | $11,980.21 | $537,602.88 | $218,259.63 |
| 13 | 2/1/2036 | $537,602.88 | $73,388.06 | $0.00 | $73,388.06 | $62,636.00 | $10,752.06 | $474,966.88 | $229,011.68 |
| 14 | 2/1/2037 | $474,966.88 | $73,388.06 | $0.00 | $73,388.06 | $63,888.72 | $9,499.34 | $411,078.16 | $238,511.02 |
| 15 | 2/1/2038 | $411,078.16 | $73,388.06 | $0.00 | $73,388.06 | $65,166.50 | $8,221.56 | $345,911.66 | $246,732.58 |
| 16 | 2/1/2039 | $345,911.66 | $73,388.06 | $0.00 | $73,388.06 | $66,469.83 | $6,918.23 | $279,441.83 | $253,650.82 |
| 17 | 2/1/2040 | $279,441.83 | $73,388.06 | $0.00 | $73,388.06 | $67,799.23 | $5,588.84 | $211,642.60 | $259,239.65 |
| 18 | 2/1/2041 | $211,642.60 | $73,388.06 | $0.00 | $73,388.06 | $69,155.21 | $4,232.85 | $142,487.39 | $263,472.51 |
| 19 | 2/1/2042 | $142,487.39 | $73,388.06 | $0.00 | $73,388.06 | $70,538.31 | $2,849.75 | $71,949.08 | $266,322.25 |
| 20 | 2/1/2043 | $71,949.08 | $73,388.06 | $0.00 | $73,388.06 | $71,949.08 | $1,438.98 | $0.00 | $267,761.24 |
| | | | $1,467,761.24 | | | $1,200,000.00 | $267,761.24 | | |

# AGENDA SUMMARY SHEET

**SUBJECT TITLE:**

Southwest Washington Regional Airport Fuel System Replacement Project Interlocal Agreement

**PRESENTED BY:**

**Agenda Item:**______________________________

**Dept. of Origin:**______________________________

**For Agenda of:** ______________________________

**Value of Item:** ______________________________

**City Manager:**______________________________

## Agenda Item Attachments:

1. Southwest Washington Regional Airport Fuel System Replacement Project Interlocal Agreement
2. Loan Agreement Between City of Kelso and WSDOT CARB

## Fuel Tank Replacement Project Summary:

The City of Kelso on behalf of the Southwest Washington Regional Airport (SWRA) was successfully awarded a WSDOT Community Aviation Revitalization Board Loan in the full requested amount of $1.2 million for the fuel system replacement project. As the legal sponsor of the airport, the City of Kelso will be sole party to the loan agreement directly with WSDOT. However, per the airport governing ILA, each governing entity must approve any debt obligation for which the airport, and each entity, will be responsible. At the direction of the Airport Operating Board, a Fuel System Replacement Project interlocal agreement, separate from the airport governing ILA, was drafted. The ILA includes two distinct components. First, the ILA describes the 25% portion of debt obligation to each entity of the agreement. Second, the ILA establishes an annual, per entity, contribution of $15,000 for the sole purpose of servicing the loan debt which will terminate with the complete repayment of the loan. This annual amount would increase from $15,000 to 25% of the full annual loan payment, estimated to be $18,347.02, in the event the entity withdrew from the Airport's operating ILA as described therein. The annual contributions, per the ILA, would start in January 2024 and loan repayment, per the amortization schedule, is estimated to be no later than 2043.

## Estimated Project Schedule:

2022/23 – Engineering and Environmental
2023 – Construction (summer/Fall)
2024 (Spring) – Project Completion

## Project Cost and Funding Breakdown:

| Project Cost | | Project Funding | | |
|---|---|---|---|---|
| **Project** | **Estimated Cost** | **WSDOT Loan** | **County Grant** | **Airport Funds** |
| Fuel Tank Replacement | $1,906,000 | $1,200,000.00 | $500,000 | $206,000 |

## Loan Information:

| | |
|---|---|
| Loan Amount: $1,200,000 | Interest rate and term: 2% fixed for 20 years |
| Estimated Annual payment: $73,388.06 *No prepayment penalties* | |

## Recommended Action:

Pursuant to the Airport Interlocal agreement move to authorize the City Manager on behalf of the City of Kelso, as Airport Sponsor, to enter into a loan agreement with the Washington Department of Transportation Aviation Division for a CARB Loan in the amount of $1,200,000 for the Fuel System Replacement project and enter into the Fuel System Replacement Project Interlocal Agreement as presented.

Washington State Department of Transportation

# Community Aviation Revitalization Loan Agreement

| | |
|---|---|
| **Washington State Department of Transportation - Aviation Division**<br>7702 Terminal Street SW<br>Tumwater, WA 98501-7264<br><br>WSDOT Contact: David Chenaur 360-705-7839 | **RECIPIENT:**<br>City of Kelso<br>203 S Pacific<br>Kelso, WA 98626<br>FED TIN: 91-6001252<br><br>Contact Person: Andrew Hamilton 360-423-1371 |
| **Loan Agreement Number:**<br>GCB3798 | **Project Title:**<br>Fuel System Replacement |
| **Loan Amount:**<br>$1,200,000.00 | **Project Location:**<br>SW Washington Regional Airport |
| **Interest Rate / Loan Term / Deferral Period:**<br>2.0% / 20 years / No deferral period | **SWV Number:**<br>SW000299600 |
| **Term of Agreement:**<br>From 12/06/2022 to 1/16/2054 | **Scope of Project:**<br>As set forth in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET |

This LOAN AGREEMENT, hereinafter referred to as AGREEMENT, is between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION hereinafter referred to as the “STATE”, and the City of Kelso, hereinafter referred to as the “RECIPIENT,” collectively referred to as the “PARTIES” and individually the “PARTY.”

WHEREAS, the Legislature finds that providing additional funding mechanisms for public use general aviation airports to implement infrastructure rehabilitation, upgrades, and revenue-generating projects is in the best interest of the State;

WHEREAS, the Legislature declares that a revolving loan program is fundamental for smaller airport preservation and future vitality;

WHEREAS, pursuant to Senate Bill 5031, ch. 175, Laws of 2021 and Substitute House Bill 1080, Laws of 2021, ch. 332, § 4004, which provide for direct loans to airport sponsors of public use airports in the State for the purpose of improvements that primarily support general aviation activities;

WHEREAS, pursuant to RCW 47.68.090 WSDOT, Aviation Division is authorized to develop and administer a loan program to any municipality, tribe, or private person(s) acting in the acquisition, construction, or improvement of an airport owned or controlled by the aforementioned entities, and held available for the general use of the public;

WHEREAS, the RECIPIENT has submitted an eligible project along with plans and specifications for such project, and such project has been selected and approved by the Community Aviation Revitalization Board (CARB) for funding, and such plans and specifications are hereby incorporated and made a part of this AGREEMENT; and

WHEREAS, the RECIPIENT is the local entity for administering the PROJECT monies.

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of Laws of 2021, ch. 175, and Laws of 2021, ch. 332 § 4004, and in consideration of the (a) RECIPIENT's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as identified in the Initial Offer of Financial Assistance (IOFA) and attached as Exhibit B, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to loan monies for allowable costs incurred in accomplishing the PROJECT.

**Section 1**
**Definitions**

A. “Agreement End Date” is the calendar date when the all provisions of this AGREEMENT have been satisfied by the RECIPIENT, and is shown in the AGREEMENT header table titled Term of Agreement.

B. “Authorized Representative” is the local entity with the authority to enter into this AGREEMENT and be responsible for administering the Project monies.

C. “Board” refers to the Community Aviation Revitalization Board and its officers and members.

D. “Contractor” refers to all contractors and subcontractors who perform work described in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET at any tier.

E. “Deferral Period” is the time a RECIPIENT may elect to delay repaying the loan up to three (3) years from the Project End Date. Interest will accrue during any deferred period elected.

F. “Loan Amount” is the maximum amount of money to be lent to the RECIPIENT under this Agreement.

G. “Loan Principal” is the amount due on any debt before interest.

H. “Interest” is the cost of borrowing funds calculated as a percentage of the Loan Principal.

I. “Interest Rate” is the proportion of the amount loaned which the STATE charges as Interest to the RECIPIENT expressed as an annual percentage (i.e. per annum). Interest on Loan Principal will be calculated on a simple interest basis.

J. “Loan Term” is the time period the RECIPIENT has to repay the monies loaned under this AGREEMENT.

K. “PROJECT” means the project described in the Scope of Work defined in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET, and all other work to be performed by the RECIPIENT using the monies loaned under this Agreement.

L. “Project End Date” is the calendar date the PROJECT construction or acquisition is completed and ready for use.

M. “PROJECT SCHEDULE” is the anticipated time to complete the PROJECT, including major milestones for preliminary engineering, right of way/acquisition, and construction activities, as appropriate for the Scope of Work.

N. “RECIPIENT” is the local entity or private party responsible for performing the PROJECT and administering the PROJECT monies, also known as the Airport Sponsor.

O. “Simple Interest” is determined by multiplying the interest rate by the principal by the number of days that elapse between payments.

P. “WSDOT” is the Washington State Department of Transportation.

**Section 2**
**Scope of Work**

The general Scope of Work is defined in the table at the beginning of this Agreement under the field “Scope of Project,” which describes a PROJECT that the STATE has determined will improve the STATE’s aviation transportation system, and benefit the STATE and local economy. Complete details are included in EXHIBIT

A, SCOPE OF WORK, PROJECT SCHEDULE, & BUDGET, which is attached hereto and by this reference made a part of this AGREEMENT.

**Section 3**
**Term of Agreement**

This AGREEMENT shall become effective upon the date listed in the table at the beginning of this Agreement under the field titled, “Term of Agreement”. The AGREEMENT shall continue in full force and effect for one and one-half (1 1/2) times the loan term, defined in the table at the beginning of this Agreement under the field titled “Interest Rate / Loan Term / Deferral Period”, except that the term of this AGREEMENT shall not exceed 30 years from the Project End Date.

**Section 4**
**Eligible Project Costs**

The STATE agrees to loan the RECIPIENT monies to accomplish the PROJECT detailed in EXHIBIT A, including all milestones described in the proposed PROJECT SCHEDULE, for each item of work to be performed. The PROJECT SCHEDULE shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the RECIPIENT shall update the PROJECT SCHEDULE, subject to STATE approval, to reflect the changed circumstances.

Subject to the stipulations set forth in Section 2, Scope of Work, the STATE agrees to loan the RECIPIENT up to a maximum amount listed in the table at the beginning of this Agreement, in the field titled "Loan Amount," for the actual direct costs expensed by the RECIPIENT in the course of completing the tasks described in the Scope of Work under this AGREEMENT.

It is understood that the actual PROJECT costs under this AGREEMENT are based on preliminary estimates and that if unforeseen circumstances cause the PROJECT costs to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun without any increase of the STATE’s maximum loan commitment made herein.

Any costs expensed by the RECIPIENT prior to the execution of this AGREEMENT will be borne by the RECIPIENT and will not be eligible for reimbursement from the STATE.

The loan monies are intended to pay for construction-related expenses. The expenses must be necessary to complete the Project, reasonable in the amount, and fall under one of the following categories within the approved SCOPE OF WORK:

a) Design, architectural, and engineering work;

b) Building permit/fees;

c) Archeological/historical, and environmental reviews;

d) Construction labor (from external sources) and materials*;

e) Demolition/site preparation;

f) Capitalized equipment;

g) Construction Management (From external sources)**; and

h) Real property when purchased specifically for the project, and directly associated costs***.

*** Construction labor** does not include work typically performed by employees of the RECIPIENT, unless the employee is hired specifically to perform construction labor for the awarded project or there is a documented economical advantage to the Project.

**** Construction management** and observation is contracted, third-party management and/or supervision of the PROJECT work, work site, and workers thereon. This is an eligible cost. Construction management does not include work typically performed by grant/loan writers, internal project managers, or employees of the RECIPIENT, unless the employee is hired solely and specifically to perform on-site construction management.

***Costs directly associated with property acquisition** include appraisal fees, title opinions, surveying fees, real estate fees, title transfer fees, easements of record, and legal expenses.

**Ineligible Costs** include, but are not limited to: Internal administrative activities, internal project management, fundraising activities, feasibility studies, computers or office equipment, rolling stock (such as vehicles), lease payments (including long-term), moving of equipment, furniture, etc., between facilities, and salary and benefits for the employees of the RECIPIENT.

The RECIPIENT shall provide the STATE with documentation confirming any local matching share amounts that may have been secured and used for the PROJECT.

If the STATE, at its sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse to loan STATE monies for reimbursement to the RECIPIENT for parts or all of the work performed to date.

## Section 5
## Payments

The STATE shall loan monies for eligible PROJECT costs expensed and paid related to work performed during the invoice period. The RECIPIENT may submit invoices at any time, but not more frequently than once per calendar month. The STATE will reimburse the RECIPIENT for properly billed and supported amounts within thirty (30) calendar days of receipt of a progress billing.

The RECIPIENT will be reimbursed on a loan basis for actual net PROJECT costs for allowable expenses incurred in completing the PROJECT described in "EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET" less any pre-payment discounts, rebates, late penalties and /or refunds. When requesting reimbursement for costs incurred, the RECIPIENT shall submit a signed and completed Invoice Voucher (DOT Form 134-139 EF) supplied by the STATE, identifying the PROJECT activity performed and supported by appropriate invoices, receipts, reports and financial summaries. Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT. Payment by the STATE shall not relieve the RECIPIENT of any obligation to make good any defective work or material upon or after PROJECT completion.

At the time the final PROJECT invoice is submitted, the RECIPIENT shall provide the STATE with a written statement confirming the RECIPIENT has completed the PROJECT and is in compliance with the terms of the AGREEMENT.

Per chapter 43.88 RCW, any invoices for work performed during a given fiscal year (beginning July 1 and ending on June 30 of the following year) must be submitted to the STATE no later than July 10th (or the soonest business day after July 10th ) of the calendar year in which the fiscal year ends. If the RECIPIENT is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the STATE for work performed by the RECIPIENT prior to July 1 must be submitted to the STATE no later than July 19th of the same year in order for the STATE to accrue the amount necessary for payment. The RECIPIENT will thereafter submit any remaining invoices to the STATE for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The STATE shall not be required to pay to the RECIPIENT late payment fees, interest, or incidental costs expensed by the RECIPIENT or any other costs related to a delayed payment if the RECIPIENT fails to comply with the invoice requirements of this Section.

Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically pre-approved in writing by the STATE. If pre-approved, the RECIPIENT shall comply with the rules and regulations regarding travel costs in accordance with the Washington State Department of Transportation Accounting Manual M 13-82 Chapter 10 "Travel Rules and Procedures" and revisions thereto, accessible online at: http://www.wsdot.wa.gov/NR/rdonlyres/95D3F802-2333-46C2-A656-8287CC05F5F6/37951/QuickReferenceGuide.pdf, and by this reference incorporated herein. If online access is not available, contact the Washington State Department of Transportation headquarters office in Olympia to obtain copies of the "Travel Rules and Procedures" and any updates.

It is agreed that any money loaned by the STATE, pursuant to any RECIPIENT payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or its representatives conducts an audit, and that audit indicates an overpayment of moneys loaned against costs expensed by the RECIPIENT, the RECIPIENT agrees to pay the overpayment to the STATE within thirty (30) calendar days after being billed therefor. Amounts paid for any overpayment pursuant to this section will be in addition to the RECIPIENT's repayment obligation under Section 6 of this AGREEMENT.

**Section 6**
**Loan Repayments by the Recipient**

The RECIPIENT shall repay the STATE in accordance with the **EXHIBIT C, LOAN REPAYMENT SCHEDULE,** attached hereto, and by this reference is made part of this AGREEMENT.

The loan shall be repaid annually by the RECIPIENT and shall commence one (1) year after the month in which the PROJECT is completed unless the RECIPIENT opts for a deferral period indicated in the table at the beginning of this Agreement, under the field titled "Interest Rate / Loan Term / Deferral Period".

Interest will begin accruing on the date identified with the warrant or Electronic Funds Transfer (EFT) associated with the payment request. Interest will be charged at the per annum rate shown in the table at the beginning of this AGREEMENT, under the field titled "Interest Rate / Loan Term / Deferral Period". Interest will accrue during the entire Loan Term and Deferral Period shown in the table at the beginning of this AGREEMENT, under the field titled "Interest Rate / Loan Term / Deferral Period," until the total loan amount and interest has been repaid. Partial years will be prorated proportionately based on the percentage of calendar days in the year subject to interest accrual. If a Deferral Period has been elected, interest will be compounded annually and will be added to the loan amount used to calculate the EXHIBIT C, LOAN REPAYMENT SCHEDULE. All repayments will be applied first to accrued interest with any remaining balance being applied to principal.

RECIPIENTS may opt to pay off the loan early with no prepayment penalty. The STATE shall calculate the payoff amount at the request of the RECIPIENT. The payoff amount provided shall be valid for thirty (30) days after written notification of the RECIPIENT by the STATE. The date of notification shall be determined by the date of the electronic transmission sent to the RECIPIENT.

The STATE will supply an invoice that includes the payment address, payment amount, payment due date, and the calculated existing balance of the loan based on the interest rate, loan term, and deferral period indicated in the table at the beginning of this Agreement, under the field titled "Interest Rate / Loan Term / Deferral Period". Failure to make payment by the payment due date indicated on the invoice will incur a late fee to mitigate the additional interest accrued due to the delayed payment. The amount of the late fee will be shown on the invoice.

Payments in excess of the invoiced amount will be credited against the loan principal. Excess payments will not reduce the invoice amounts reflected in EXHIBIT C, LOAN REPAYMENT SCHEDULE but may shorten the term of the loan by reducing or eliminating the number of payments required to fully repay the loan. Any excess or additional payments will not preclude the requirement to make the regularly scheduled payments until the outstanding loan amount is fully repaid.

RECIPIENTS that are delinquent on a payment or late payments for more than thirty (30) days will be considered in default and the AGREEMENT may be terminated at the sole discretion of the STATE as described in Section 16, Termination for Fault.

**Section 7**
**Employment and Inspection of Work**

The RECIPIENT shall employ or retain all persons or contractors necessary to perform the PROJECT work and agrees to be responsible for the management, control, operation, construction, maintenance, and repairs that are essential to this PROJECT. The STATE may place an Engineer, Project Manager, and/or other inspection personnel on the work site during the term of this AGREEMENT to monitor progress of the PROJECT and/or to monitor adherence to the required provisions of this AGREEMENT. The RECIPIENT shall make the site accessible to STATE inspection personnel. This may include providing transportation to remote, inaccessible work sites, at the expense of the RECIPIENT.

The STATE will inspect progress at the work site, as it deems appropriate. In the event that the RECIPIENT subcontracts to obtain material, equipment, and/or any work necessary to complete any PROJECT related runway work, the RECIPIENT will be responsible for certifying that all runway work is in compliance with State or Federal Aviation Administration runway pavement standards, whichever is applicable. Upon completion of the PROJECT, a joint inspection shall be made by the authorized representatives of each of the PARTIES to determine that the work has been completed within the terms of this AGREEMENT.

## Section 8
## Labor Provisions

**Prevailing Wage Law.** The RECIPIENT certifies that all contractors and subcontractors performing work on the Project shall comply with all state and federal prevailing wage requirements, including but not limited to Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this AGREEMENT, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the STATE’s review upon request.

**Overtime Requirements**. No contractor or subcontractor contracting for any part of the PROJECT work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Contractors will comply with Title 49 RCW, Labor Regulations.

**Prohibition against Payment of Bonus or Commission**. The monies provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such monies or any other approval or concurrence under this AGREEMENT, provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

## Section 9
## Recapture of Loaned Monies

**At the STATE’s sole option, the RECIPIENT shall immediately repay the full amount of any loans paid to the RECIPIENT up to that date, if any of the following events occur:**

1. Failure to complete the PROJECT tasks specified in EXHIBIT A;
2. Sale, conveyance or transfer of the RECIPIENT property underlying the PROJECT airport improvements within the loan re-payment period;
3. Any sale, conveyance, transfer, or removal of all or any of the PROJECT capital improvements or equipment purchased with the monies loaned under this AGREEMENT within the loan re-payment period;
4. Any transfer, conveyance, or sale of all or any of the PROJECT capital improvements or equipment purchased with monies loaned under this AGREEMENT to any person or entity, public or private, that at any time subsequent to that transfer, conveyance, or sale removes the PROJECT airport improvements or equipment purchased with loaned monies from this AGREEMENT, or significant portions thereof, from operation within the loan re-payment period; and
5. Any abandonment or other liquidation by the RECIPIENT or its successor of the PROJECT capital improvements or equipment purchased with monies loaned under this AGREEMENT for any reason whatsoever within the loan re-payment period.

Any payment by the RECIPIENT to the STATE pursuant to this Section shall be payable in U.S. Dollars (USD) and shall be sent via certified mail to the STATE contact person identified in the Notices Section of this AGREEMENT not more than thirty (30) calendar days from receipt of written notice from the STATE that repayment is required.

## Section 10
## Use and Maintenance of Project Capital Improvements and Other Equipment Purchased with Monies from This Agreement

The RECIPIENT agrees that PROJECT property, equipment, and supplies shall be used solely for the PROJECT activity for the duration of its useful life. Should the RECIPIENT unreasonably delay or fail to use PROJECT property, equipment, or supplies during its useful life, the RECIPIENT understands that the STATE may require the return of any unpaid amount of STATE assistance expended on that property, equipment, or supplies.

The RECIPIENT will give timely notice and must receive prior written approval from the STATE for any proposal to use PROJECT property, equipment or supplies in a manner substantially different than set forth in this AGREEMENT.

The RECIPIENT shall make all necessary repairs and reasonably maintain the capital improvements and equipment purchased with the monies from this AGREEMENT so long as the STATE retains rights as specified in Section 11 of this Agreement, Contingent Interests. All costs incurred in connection with the use and operation of the PROJECT, including but not limited to services, materials, and repairs, shall be at the RECIPIENT's expense.

## Section 11
## Contingent Interests

The RECIPIENT agrees that the STATE shall retain a Contingent Interest in the PROJECT's capital improvements and the equipment purchased with monies loaned under this AGREEMENT as described in Exhibit A, which binds the RECIPIENT, and its successors and assigns, to continue and maintain the PROJECT for the use of the general public.

The STATE shall maintain its contingent interest for the duration of this AGREEMENT, as specified in Section 2 of this AGREEMENT. During this time the RECIPIENT may not (a) use any property or equipment purchased with monies from this AGREEMENT as collateral, (b) remove runway or other improvements necessary to the operation of the airport, (c) perform any of the activities listed in Section 9, or (d) use the PROJECT capital improvements or equipment in any manner subordinating the STATE's Contingent Interests, without obtaining prior written permission from the STATE.

The requirement that the PROJECT capital improvements and equipment be maintained for public use shall also be required of all subsequent purchasers, persons, or entities acquiring all, or a material portion of, the property upon which the PROJECT is constructed. The RECIPIENT shall be obligated to include in any contract of sale or other dispositional agreement for all, or any portion of, the PROJECT provisions sufficient to perpetuate the STATE's Contingent Interest to the PROJECT capital improvements and equipment upon the consummation of any such conveyance. The RECIPIENT further agrees that, as a precondition to the RECIPIENT's execution of any agreement to transfer ownership of all, or a material or equipment portion of, the property upon which the PROJECT is constructed to a subsequent purchaser, assignee, or recipient, the entire outstanding balance of the loaned monies will become immediately due and payable by the RECIPIENT.

The RECIPIENT shall execute and deliver to the STATE all agreements, instruments and documents that the STATE requests as necessary to perfect and maintain the STATE's contingent interests as set forth in this section, in a form and substance acceptable to the STATE, as a condition precedent to the RECIPIENT's right to seek loan monies under this AGREEMENT. The RECIPIENT shall make appropriate entries upon its financial statements and its books and records disclosing the STATE's contingent interests under this section.

## Section 12
## Loss or Damage to Project Property, Facility and Equipment

The RECIPIENT, at its own expense, shall cover any loss, theft, damage, or destruction of the PROJECT property, facility, and/or equipment. The RECIPIENT agrees that any loss, theft, damage, or destruction of the PROJECT equipment does not relieve the RECIPIENT of any obligations to repay STATE loan monies. If the RECIPIENT does not replace or repair any PROJECT equipment that has been lost, stolen, damaged, or destroyed within sixty (60) calendar days of such, the RECIPIENT shall then be automatically in default and will be obligated to reimburse the STATE for the full amount of loan monies already paid to the RECIPIENT.

## Section 13
## Accounting Records

**Project Accounts.** The RECIPIENT agrees to establish and maintain for the Project either a separate set of accounts or separate accounts, within the framework of an established accounting system that can be identified with the Project. The RECIPIENT agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to the STATE upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

**Documentation of Project Costs and Program Income**. The RECIPIENT agrees to support all allowable costs charged to the Project, including any approved services contributed by the RECIPIENT or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The RECIPIENT also agrees to maintain accurate records of all program income derived from implementing the Project.

## Section 14
## Maintenance of Records and Audit Requirements

During the progress of the work, and for a period of not less than six (6) years from the date of final repayment to the STATE by the RECIPIENT, records and accounts of the RECIPIENT are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The RECIPIENT agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

The records to be maintained by the RECIPIENT shall include, but are not limited to, the following:

a) Records that identify the sources and applications of monies for this AGREEMENT and contain information pertaining to outlays;
b) Supporting source documents;
c) All documentation underlying the preparation of the financial reports;
d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
e) Any other records necessary to disclose fully the amount and disposition of the monies loaned to the RECIPIENT under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was loaned or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the RECIPIENT's responsibilities and all payments and charges under this AGREEMENT. In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

## Section 15
## Representations, Warranties, and Covenants

The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

The RECIPIENT represents and warrants the following:

a) That the monies the RECIPIENT will derive through this AGREEMENT will be used solely for the PROJECT as defined in this AGREEMENT;
b) That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;
c) That all public, corporate and other proceedings required to be taken by or on the part of the RECIPIENT to authorize its entrance into this AGREEMENT, have been or will be duly taken;
d) That execution of this AGREEMENT and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
e) It is the intent of the STATE to reimburse the RECIPIENT for its actual PROJECT costs up to the

maximum loan amount. It is understood that if unforeseen circumstances cause the PROJECT cost to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun;

f) That the RECIPIENT has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;

g) That the RECIPIENT shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT, in the employ of the STATE without the prior written consent of the employer of such person; and

h) That the RECIPIENT shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE, nor will the RECIPIENT rent or purchase any equipment or materials from any employee or officer of the STATE.

**Section 16**
**Termination for Fault**

Should either the STATE or the RECIPIENT substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and notwithstanding any waiver by the PARTY giving notice of any breach thereof, to terminate this AGREEMENT. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the RECIPIENT shall be deemed to include, but shall not be limited to, any action of the RECIPIENT that jeopardizes its ability to perform pursuant to this AGREEMENT.

**Section 17**
**Termination for Convenience**

The STATE may terminate this AGREEMENT in whole, or in part, upon thirty (30) calendar days’ written notice whenever:

a) The requisite loan funding becomes unavailable through failure of appropriation or otherwise; and/or

b) The STATE determines that such termination is in the best interests of the STATE.

If the STATE exercises its rights under this Section, then the STATE shall reimburse the RECIPIENT for any expenses and costs eligible hereunder prior to receipt of such notice of termination.

**Section 18**
**Assignment and Succession**

Neither the STATE nor the RECIPIENT may assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the other PARTY hereto, except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any third party or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

**Section 19**
**Force Majeure**

It is further understood and agreed that neither the RECIPIENT nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the airport facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

## Section 20
## Notices

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE RECIPIENT:
Andrew Hamilton
City Manager, City of Kelso
203 S Pacific / PO Box 819
Kelso, WA 98626

Should the above Registered Agent become unavailable, the RECIPIENT consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

NOTICES IN THE CASE OF THE STATE:
Eric Johnson, Acting Director
WSDOT Aviation Division
7702 Terminal Street SW
Tumwater, WA 98501-7264

## Section 21
## Interpretation

This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

## Section 22
## Subcontracting

It is understood that the RECIPIENT may choose to subcontract all or portions of the work. The RECIPIENT must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

No contract between the RECIPIENT and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The RECIPIENT hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the RECIPIENT for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

**Section 23**
**Compliance with State Design Standards**

The RECIPIENT agrees the Project design must comply with all Washington State building codes, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in building for aged and handicapped persons, Chapter 70.92 RCW, and any revisions thereto. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Aviation Division and obtain documented approval before design work commences.

RECIPIENTS operating NPIAS airports receiving federal funding, shall comply with FAA design and construction advisory circulars available on the FAA website https://www.faa.gov/airports, and any revision thereto.

**Section 24**
**Laws to be Observed**

**General Compliance**. The RECIPIENT shall comply with all applicable State, federal, and local laws, rules, regulations, and orders pertaining to the PROJECT, including but not limited to EXHIBIT D, AIRPORT LOAN PROGRAM ASSURANCES, which is attached hereto and by this reference made a part of this AGREEMENT. If any action or inaction by the RECIPIENT results in a fine, penalty, cost, or charge being imposed or assessed on or against the RECIPIENT and/or the STATE, the RECIPIENT shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the RECIPIENT, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees incurred in defending any action that may be brought against the STATE on account thereof. The RECIPIENT shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.

**Permits and Compliance with land use and environmental laws**. The RECIPIENT shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.

**Compliance with Labor Laws**. During the term of the AGREEMENT, the RECIPIENT and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the RECIPIENT, including but not limited to the Washington Industrial Safety and Health Act, RCW 49.17, the Industrial Insurance Act, RCW Title 51, and the Occupational Safety and Health Act of 1970, 29 U.S.C. ch. 15.

**Equal Employment Opportunity**. In connection with the execution of this AGREEMENT, the RECIPIENT or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification. The RECIPIENT agrees to comply with all applicable state and federal laws against discrimination, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, the Washington Law Against Discrimination, RCW 49.60, and for recipients of FAA funds authorized by 49 U.S.C. 47101, 49 C.F.R. Part 26.

**Section 25**
**Ethics**

**Relationships with Employees and Officers of WSDOT**. The RECIPIENT, and any contractor or subcontractor on the PROJECT, shall not extend any loan, gratuity, gift, compensation, or reward in any form whatsoever to any employee or officer of the STATE, nor shall the RECIPIENT or any contractors or subcontractors on the PROJECT participate in any kind of business transaction with any employee or officer of the STATE, including but not limited to renting or purchasing any Project equipment and materials from any employee or officer of the STATE.

**Employment of Former WSDOT Employees.** The RECIPIENT, and any contractor or subcontractor on the PROJECT, hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the STATE, without the prior written consent of the person's employing agency.

## Section 26
## Environmental Protections and Archeological Preservation

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 21-02, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

## Section 27
## Independent Contractor

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

## Section 28
## Safety and Liabilities

**Safety.** The RECIPIENT shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

**Personal Liability of Public Officers.** No officer or employee of the STATE or RECIPIENT shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, to the extent they are acting in the scope of their employment or role as an agent of the STATE or RECIPIENT.

**Responsibility for Damage.** The STATE, Transportation Commission, Secretary of Transportation, CARB members and all officers and employees of the STATE including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the RECIPIENT or its workers, or anyone employed by it.

**Indemnification.** The RECIPIENT shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense, all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the RECIPIENT, its agents, employees and/or its subcontractors of any and all duties prescribed by, or incidental to its performance under, this AGREEMENT; provided that nothing herein shall require the RECIPIENT to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit are caused by or result from the concurrent negligence of (a) the RECIPIENT 's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of the RECIPIENT's agents or employees. This indemnification and waiver shall survive the termination of this AGREEMENT for all claims, demands, or suits at law or equity arising out of this Agreement during its term.

The RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance for the PROJECT. For this purpose, the RECIPIENT, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance Act, chapter 51.12 RCW.

## Section 29
## No Waiver of State's Rights

The STATE shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the RECIPIENT. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

## Section 30
## Disputes Resolution

In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, either PARTY may request a dispute hearing with the CARB Chair, who may designate a neutral person to decide the dispute. The request for a dispute hearing must:

1) Be in writing;
2) State the disputed issues;
3) State the relative positions of the PARTIES;
4) State the RECIPIENT's name, address, and AGREEMENT number; and
5) Be mailed to the CARB Chair and the other PARTY's (respondent's) AGREEMENT representative within five (5) working days after the PARTIES agree they cannot resolve the dispute. The respondent shall send a written answer to the requestor's statement to both the CARB Chair or designee and the requestor within five (5) working days.

The CARB Chair or designee shall review the written statements and reply in writing to both PARTIES within ten (10) working days. The CARB Chair or designee may extend this period if necessary by notifying the PARTIES.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding between the PARTIES, except as required by law or court order. Both PARTIES agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this AGREEMENT shall be construed to limit the PARTIES' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute hearing procedure outlined above.

## Section 31
## Venue

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 the Superior Court of the State of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs, except as required by law.

## Section 32
## Complete Agreement

This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, or representative of either PARTY has authority to make, and the PARTIES shall not be bound by or be 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 prior to beginning or continuing any work to be covered by the amendment.

**Section 33**
**Execution of Acceptance**

The PARTIES adopt all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

**Section 34**
**Amendment**

Either PARTY may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto prior to beginning or continuing any work to be covered by the amendment.

**Section 35**
**Counterparts**

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**STATE OF WASHINGTON Department of Transportation**

By: ______________________________ Date: ______________________________

Eric Johnson, Acting Director
WSDOT Aviation Division

By: ______________________________ Date: ______________________________

Authorized Representative
Print Name: ____________________
Print Title: ____________________

Approved as to Form on behalf of WSDOT:

By: Albert Wang Date: September 15, 2022

Assistant Attorney General State of Washington

**EXHIBIT A**

**SCOPE OF WORK,
PROJECT SCHEDULE &
BUDGET**

**Project Title:** Fuel System Replacement

**Project Description:** The proposed system would include two aboveground 12,000-gallon tanks to provide both Jet A and AVGAS. The new fuel system will consist of two 12,000-gallon double wall UL-2085 internally epoxy lined tanks, associated drive slabs, a self-service card system, and an oil/water separator for water quality treatment. In conjunction with decommissioning the existing system, the project would also involve completing a Phase II Environmental Site Assessment to assess the soils and groundwater under and adjacent to the existing underground tanks and removal and disposal of petroleum contaminated soil and groundwater (including soil and groundwater sampling/regulatory reporting).

**Budget:**

| | |
|---|---|
| **Planning & Engineering (P/E)** | **$ 0** |
| **Land Acquisition & ROW** | **$ 0** |
| **Construction** | **$ 1,200,000** |
| **Project Total** | **$ 1,200,000** |

**PROJECT SCHEDULE**

View next page

CENTURY WEST ENGINEERING

## PROJECT SCHEDULE

City of Kelso
Southwest Washington Regional Airport
**FUEL FACILITY DEVELOPMENT PROJECT**

11/17/20212

**Fuel Tanks & Equipment Procurement**

| Status | Item # | Description | Start | Finish |
|---|---|---|---|---|
| | 1 | Consultant Contracting | 12/15/2022 | 1/2/2023 |
| | 2 | Prelim Coordination | 12/15/2022 | 1/2/2023 |
| | 3 | Site Survey & Base Map | 1/2/2023 | 1/30/2023 |
| | 4 | Tank & Equipment Procurement Package Development & Correlate to Survey | 1/2/2023 | 2/6/2023 |
| | 5 | City Procurement Package Processing & Ad Coordination | 2/6/2023 | 2/13/2023 |
| | 6 | Bidding Advertisement Period | 2/14/2023 | 2/28/2023 |
| | 7 | Bid Opening | 2/28/2023 | 2/28/2023 |
| | 8 | Procurement Contracting (including Council & Board Approvals) | 2/28/2023 | 3/31/2023 |
| | 9 | Tank & Equipment Procurement NTP | 3/31/2023 | 3/31/2023 |
| | 10 | Tank & Equipment Site Delivery (Est. 7 Month Duration) | 3/31/2023 | 10/27/2023 |
| | | | | |
| | | | | |
| | | | | |

**Fuel Facility Site Development**

| Status | Item # | Description | Start | Finish |
|---|---|---|---|---|
| | 1 | Consultant Contracting | 12/15/2022 | 1/2/2023 |
| | 2 | Prelim Coordination | 12/15/2022 | 1/2/2023 |
| | 3 | Geotech Survey & Lab Analysis | 1/2/2023 | 2/13/2023 |
| | 4 | Prelim Engineering Coordination | 1/2/2023 | 2/13/2023 |
| | 5 | Package Outline (Specs & Sheet setup) | 1/2/2023 | 2/13/2023 |
| | 6 | Foundation Structural Analysis, Alternatives & Design | 2/13/2023 | 4/10/2023 |
| | 7 | Site Civil 60% Design | 2/13/2023 | 4/10/2023 |
| | 8 | 60% Site Dev Estimate Check (to inform Budget & Ordering of Tank | 2/13/2023 | 3/30/2023 |
| | 9 | City Building Permit Submittal Review & Permitting | 4/10/2023 | 5/1/2023 |
| | 10 | City Grading/Stormwater Permit Submittal Review & Permitting | 4/10/2023 | 5/1/2023 |
| | 11 | Final Design | 5/1/2023 | 5/29/2023 |
| | 12 | City Procurement Package Processing & Ad Coordination | 5/29/2023 | 6/5/2023 |
| | 13 | Bidding Advertisement Period | 6/6/2023 | 6/29/2023 |
| | 14 | Bid Opening | 6/29/2023 | 6/29/2023 |
| | *15* | Site Dev Contracting (including Council & Board Approvals) | 6/29/2023 | 7/27/2023 |
| | 16 | Site Development Contractor NTP | 7/31/2023 | 7/31/2023 |
| | 17 | *Construction - Precon, submittals, material acquistion* | 7/31/2023 | 8/28/2023 |
| | 18 | Construction - Site Prep, Utilities, Storm Drainage | 7/31/2023 | 9/11/2023 |
| | 19 | Construction - Tank Foundations, Cure time, & Misc. Items | 9/11/2023 | 11/13/2023 |
| | 20 | Construction - Tank & System Installation, Testing, Filling | 11/13/2023 | 1/15/2024 |
| | 22 | Construction - Tank & System On-line/Operational | 1/16/2024 | 1/16/2024 |
| | 23 | Construction - Decommission/Fill Existing Tanks, Remove above ground Equip & Fuel Hut, Remediate (as necessary) | 1/16/2024 | TBD |
| | 24 | 4 Qtr Monitoring for Final NFA Determination Filing (as necessary) | TBD | |

**EXHIBIT B**

**Washington State**
## Community Aviation Revitalization Board

# Initial Offer of Financial Aid

**City of Kelso**
Statewide Vendor Number: SW000299600
Offer Date: December 6, 2022

The Community Aviation Revitalization Board (CARB) is authorized by SB 5031 and SHB 1080, Section 4004, Session Laws of 2021 for direct loans to airport sponsors of public use airports in the State of Washington for the purposes of improvements that primarily support general aviation activities. This Initial Offer of Financial aid is contingent upon the availability of CARB funds. CARB hereby offers to make funds available to the **City of Kelso,** hereafter referred to as the "Recipient," in order to aid in financing the cost of, or improvements to, airport facilities consisting of the **Fuel System Replacement Project** as described in the application (hereafter collectively referred to as the "Project").

This offer consists of:

- General Obligation loan of $1,200,000
- Interest rate: 2.0 percent (%) per annum on the outstanding principal balance
- Term: 20 years maximum, including up to 3 years of deferred principal and interest

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CARB prior to disbursement of funds. In the event a final contract is not executed, no CARB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CARB by **January 15, 2023.**

**ACCEPTANCE**

FOR CARB

E. L. Jh

Eric Johnson
Acting Director, WSDOT – Aviation
Board Member, CARB

Date: 12/16/2022

FOR THE RECIPIENT

Signature*

Name: Andrew Hamilton

Title: Kelso City Manager

Date: 12/13/2022
* Authorized to accept offer on behalf of RECIPIENT

# EXHIBIT C,ESTIMATED LOAN REPAYMENT SCHEDULE - City of Kelso

| ENTER VALUES | |
|---|---|
| *Loan amount* | $1,200,000.00 |
| *Annual interest rate* | 2.00% |
| *Loan period in years* | 20 |
| *Number of payments per year* | 1 |
| *Start date of loan* | 2/1/2024 |
| | |
| *Optional extra payments* | $0.00 |

| LOAN SUMMARY | |
|---|---|
| *Scheduled payment* | $73,388.06 |
| *Scheduled number of payments* | 20 |
| *Actual number of payments* | 1 |
| *Total early payments* | $0.00 |
| *Total interest* | $267,761.24 |
| | |
| **LENDER NAME** | CARB / WSDOT - Aviation Division |

| PMT NO | PAYMENT DATE | BEGINNING BALANCE | SCHEDULED PAYMENT | EXTRA PAYMENT | TOTAL PAYMENT | PRINCIPAL | INTEREST | ENDING BALANCE | CUMULATIVE INTEREST |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2024 | $1,200,000.00 | $73,388.06 | $0.00 | $73,388.06 | $49,388.06 | $24,000.00 | $1,150,611.94 | $24,000.00 |
| 2 | 2/1/2025 | $1,150,611.94 | $73,388.06 | $0.00 | $73,388.06 | $50,375.82 | $23,012.24 | $1,100,236.12 | $47,012.24 |
| 3 | 2/1/2026 | $1,100,236.12 | $73,388.06 | $0.00 | $73,388.06 | $51,383.34 | $22,004.72 | $1,048,852.78 | $69,016.96 |
| 4 | 2/1/2027 | $1,048,852.78 | $73,388.06 | $0.00 | $73,388.06 | $52,411.01 | $20,977.06 | $996,441.77 | $89,994.02 |
| 5 | 2/1/2028 | $996,441.77 | $73,388.06 | $0.00 | $73,388.06 | $53,459.23 | $19,928.84 | $942,982.54 | $109,922.85 |
| 6 | 2/1/2029 | $942,982.54 | $73,388.06 | $0.00 | $73,388.06 | $54,528.41 | $18,859.65 | $888,454.13 | $128,782.50 |
| 7 | 2/1/2030 | $888,454.13 | $73,388.06 | $0.00 | $73,388.06 | $55,618.98 | $17,769.08 | $832,835.15 | $146,551.59 |
| 8 | 2/1/2031 | $832,835.15 | $73,388.06 | $0.00 | $73,388.06 | $56,731.36 | $16,656.70 | $776,103.79 | $163,208.29 |
| 9 | 2/1/2032 | $776,103.79 | $73,388.06 | $0.00 | $73,388.06 | $57,865.99 | $15,522.08 | $718,237.81 | $178,730.36 |
| 10 | 2/1/2033 | $718,237.81 | $73,388.06 | $0.00 | $73,388.06 | $59,023.31 | $14,364.76 | $659,214.50 | $193,095.12 |
| 11 | 2/1/2034 | $659,214.50 | $73,388.06 | $0.00 | $73,388.06 | $60,203.77 | $13,184.29 | $599,010.73 | $206,279.41 |
| 12 | 2/1/2035 | $599,010.73 | $73,388.06 | $0.00 | $73,388.06 | $61,407.85 | $11,980.21 | $537,602.88 | $218,259.63 |
| 13 | 2/1/2036 | $537,602.88 | $73,388.06 | $0.00 | $73,388.06 | $62,636.00 | $10,752.06 | $474,966.88 | $229,011.68 |
| 14 | 2/1/2037 | $474,966.88 | $73,388.06 | $0.00 | $73,388.06 | $63,888.72 | $9,499.34 | $411,078.16 | $238,511.02 |
| 15 | 2/1/2038 | $411,078.16 | $73,388.06 | $0.00 | $73,388.06 | $65,166.50 | $8,221.56 | $345,911.66 | $246,732.58 |
| 16 | 2/1/2039 | $345,911.66 | $73,388.06 | $0.00 | $73,388.06 | $66,469.83 | $6,918.23 | $279,441.83 | $253,650.82 |
| 17 | 2/1/2040 | $279,441.83 | $73,388.06 | $0.00 | $73,388.06 | $67,799.23 | $5,588.84 | $211,642.60 | $259,239.65 |
| 18 | 2/1/2041 | $211,642.60 | $73,388.06 | $0.00 | $73,388.06 | $69,155.21 | $4,232.85 | $142,487.39 | $263,472.51 |
| 19 | 2/1/2042 | $142,487.39 | $73,388.06 | $0.00 | $73,388.06 | $70,538.31 | $2,849.75 | $71,949.08 | $266,322.25 |
| 20 | 2/1/2043 | $71,949.08 | $73,388.06 | $0.00 | $73,388.06 | $71,949.08 | $1,438.98 | $0.00 | $267,761.24 |
| | | | **$1,467,761.24** | | | **$1,200,000.00** | **$267,761.24** | | |

**EXHIBIT D, AIRPORT PROGRAM LOAN ASSURANCES**

The following Airport Loan Program Assurances are incorporated herewith and form a part of the airport sponsor's loan agreement for funding under the Aviation Revitalization Loan Program.

Signature of Applicant's Authorized Representative: ______

Title of Representative: City Manager

Date: 12/13/2022

**Last Update: 9/14/2022**

# AIRPORT LOAN PROGRAM ASSURANCES

## General.

(1) Airport sponsors shall comply with these assurances pursuant to and for the purpose of carrying out the provisions of the state of Washington airport loan program agreements.

(2) Airport sponsors will submit these assurances as part of the loan agreement. As used herein, the term "public agency sponsor" means any municipality or municipalities acting jointly or any Indian tribe recognized by the federal government or such tribes acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such municipality or municipalities or Indian tribe or tribes, to be held available for the general use of the public; the term "private sponsor" means any person or persons acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such person or persons, to be held available for the general use of the public; and the term "sponsor" includes both public agency sponsors and private sponsors.

(3) Upon a sponsor's acceptance of a loan offer by the department, these assurances are incorporated in and become part of the loan agreement.

## Duration and applicability.

(1) **Washington airport loan program projects undertaken by a sponsor.** The terms, conditions, and assurances of this loan agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport project, not to exceed twenty years from the date of acceptance of a loan offer of state funds for the project. However, there shall be no limit on the duration of the assurances regarding exclusive rights and airport revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

## Sponsor certification.

The sponsor certifies, with respect to this loan that:

(1) **General state requirements.** It will comply with all applicable Washington state laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of state funds for this project including, but not limited to, the following:

(a) State legislation:

☐ Chapter 8.26 RCW (Relocation assistance -- Real property acquisition policy)
☐ Chapter 27.34 RCW (State historical societies -- Historic preservation)
☐ Chapter 27.44 RCW (Indian graves and records)
☐ Chapter 27.48 RCW (Preservation of historical materials)
☐ RCW 29A.84.620 (Hindering or bribing voter)
☐ Chapter 36.70A RCW (Growth management -- Planning by selected counties and cities)
☐ Title 37 RCW (Federal areas -- Indians)
☐ Chapter 39.12 RCW (Prevailing wages on public works)
☐ RCW 47.29.200 (Prevailing wages)
☐ RCW 47.68.280 (Investigations, hearings, etc. -- Subpoenas -- Compelling attendance)
☐ RCW 47.68.310 (Enforcement of aeronautics laws)
☐ Title 49 RCW (Labor regulations)
☐ Title 64 RCW (Real property and conveyances)
☐ Chapter 70.94 RCW (Washington Clean Air Act)
☐ Title 86 RCW (Flood control)
☐ Title 91 RCW (Waterways)
☐ Title 12 WAC (Transportation, department of (aeronautics commission))
☐ Title 18 WAC (Air pollution)
☐ Title 25 WAC (Archaeology and historic preservation, department of)
☐ WAC 330-01-050 (dispositions, metropolitan municipal corporations)
☐ Title 167 WAC (Drug abuse prevention office)
☐ Title 197 WAC (Ecology, department of (environmental policy, council on))
☐ Title 198 WAC (Environmental and land use hearings office)
☐ Title 199 WAC (Environmental hearings office (environmental and land use hearings board))
☐ Title 254 WAC (Historic preservation, advisory council on)
☐ Title 326 WAC (Minority and women's business enterprises, office of)
☐ Chapter 330-01 WAC (Procedures for corridor and design public hearings under RCW 35.58.273)
☐ Chapter 468-100 WAC (Uniform relocation assistance and real property acquisition)
☐ WAC 468-100-008 (Compliance with other laws and regulations)
☐ Title 357 WAC (Financial management, office of -- State human resources director)
☐ Title 508 WAC (Ecology, department of (water resources))

(b) Executive orders:

☐ Governor's Executive Order 92-01 (Establishing Governor's Policy on a Drug-Free Work Place)

☐ Governor's Executive Order 96-04, Implementing the Americans with Disabilities Act and superseding Executive Order 93-03

☐ Governor's Executive Order 21-02 (Archaeological and Cultural Resources) supersceding Executive Order 05-05

☐ Governor's Executive Order 11-01, superseding Executive Order 09-04, Amending Washington Council on Aerospace

☐ Governor's Executive Order 12-02 (Workforce Diversity and Inclusion)

(2) **General legal requirements.** It will comply with all applicable laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, and federal governmental authorities or regulatory agencies.

(3) **Responsibility and authority of the sponsor.**

(a) Public agency sponsor: It has legal authority to apply for this loan, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

(b) Private sponsor: It has legal authority to apply for this loan and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this loan agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

(4) **Sponsor fund availability.** It has sufficient funds available for the portion of the project which is not paid by the state of Washington. It has sufficient funds available to assure operation and maintenance of items funded under this loan agreement which it will own or control.

(5) **Good title.** It holds good title, satisfactory to the department, to the areas of the airport or site thereof necessary for aircraft takeoff and landing as well as those necessary for the movement of aircraft to and from the landing and takeoff areas, or gives assurances satisfactory to the department that good title will be acquired prior to accepting loan funds.

(6) **Preserving rights and powers.**

(a) It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this loan agreement without the written approval of the department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the department.

(b) It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property associated with this application or that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in this loan agreement without approval by the department. If the transferee is found by the department to be eligible to assume the obligations of this loan agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this loan agreement.

(c) If the sponsor is a private sponsor, it will, to the department's satisfaction, ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will, to the department's satisfaction, reserve and document in arrangements with said party sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the regulations and the terms, conditions, and assurances in this loan agreement and shall ensure that such arrangement also requires compliance therewith.

(e) Sponsors of commercial service airports will not permit or enter into any arrangement that allows an owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

(f) Sponsors of general aviation airports entering into any arrangement that allows an owner of residential real property adjacent to or near the airport must comply with the requirements set forth in Section 136 of Public Law 112-95.

(7) **Consistency with local plans.** Certify, to the department's satisfaction, that the project is consistent with plans (existing at the time of submission of this application) of public agencies that are authorized to plan for the development of the area surrounding the airport.

(8) **Consideration of local interest.** Certify, to the department's satisfaction, that it considered the interest of communities in or near where the project is located.

(9) **Consultation with users.** Certify to the department's satisfaction that when it made a decision to undertake any project, that it consulted with affected parties using the airport.

(10) **Public hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it held public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the department, submit a copy of the transcript of such hearings to the department. Further, for such projects, its management board contain(s/ed) either voting representation from the communities where the project is located or it advised communities that they have the right to petition the department concerning a proposed project.

(11) **Air and water quality standards.** In projects involving airport location, a major runway extension, or runway location, it will provide the department appropriate written certification that the project will be located, designed, constructed, and operated so as to comply with applicable federal, state, and local air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the administrator of the Environmental Protection Agency, or the secretary of the Department of Ecology, certification shall be obtained. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the department.

(12) **Pavement preventive maintenance.** With respect to a project for the replacement or reconstruction of airport pavement, it assures or certifies to the department's satisfaction that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with state financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the department determines may be useful.

(13) **Accounting system, audit, and recordkeeping requirements.**

(a) It shall keep all project accounts and records which fully disclose the amount and disposition of the proceeds of this loan, the total cost of the project in connection with which this loan is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with RCW 43.09.200 and the Washington state budgetary, accounting, and reporting system (BARS) manuals and financial reporting packages.

(b) It shall make available to the department and the Washington state auditor's office, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this loan. The department may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a loan or relating to the project in connection with which this loan was given or used, it shall file a certified copy of such audit with the department not later than six months following the close of the fiscal year for which the audit was made.

(14) **Wage rates.** It shall include in all contracts in excess of two thousand five hundred dollars, or as outlined in WAC 296-127-050, for work on any projects funded under this loan agreement which involve labor, provisions establishing minimum rates of wages under the Washington State Prevailing Wages on Public Works Act, chapter 39.12 RCW, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work. This shall be documented by a statement of intent to pay prevailing wages and an affidavit of wages paid.

(15) **Nondiscrimination requirements.** It shall prohibit discrimination in all phases of contracted employment, contracting activities and training pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Justice System Improvement Act of 1979, the Americans with Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 C.F.R. Part 21, chapter 49.60 RCW and other related laws and statutes.

(16) **Equal employment opportunity (EEO) responsibilities.** It shall comply with regulations relative to nondiscrimination in state-assisted programs of the department, which are herein incorporated by reference and made a part of this project. With regard to the work performed during the project, it shall not discriminate on the

grounds of race, color, gender, creed, national origin, age, sexual orientation, gender identity, marital status, disability or veteran status in the selection and retention of contractors, consultants and service providers, including procurement of materials and leases of equipment.

(17) **Veteran's preference.** It shall include in all contracts for work on any project funded under this loan agreement which involve labor, such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to honorably discharged military personnel who are veterans of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, and their widows or widowers, shall be preferred for appointment and employment. Age, loss of limb, or other physical impairment, which does not in fact incapacitate, shall not be deemed to disqualify them, provided they possess the capacity necessary to discharge the duties of the position involved as defined in RCW 73.16.010. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

(18) **Conformity to plans and specifications.** It will execute the project subject to plans, specifications, and schedules approved by the department. Such plans, specifications, and schedules shall be submitted to the department prior to commencement of site preparation, construction, or other performance under this loan agreement, and, upon approval of the department, shall be incorporated into this loan agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the department, and incorporated into this loan agreement.

(19) **Construction inspection and approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the department for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the department and such work shall be in accordance with regulations and procedures prescribed by the department. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the department shall deem necessary.

(20) **Planning projects.** Planning projects are not eligible under the aviation loan program at this time

(21) **Operation and maintenance.** The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the state of Washington, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the department. In furtherance of this assurance, the sponsor will have in effect arrangements for:

(a) Operating the airport's aeronautical facilities whenever required;

(b) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(c) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

(22) **Hazard removal and mitigation.** It assures that such terminal airspace under the appropriate category of Federal Air Regulation Part 77, 14 C.F.R. 77, as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. Where hazards are on land owned by others, the sponsor will make every effort to coordinate with owners to mitigate airport hazards.

(23) **Compatible land use.** It shall, either by the acquisition and retention of property interest, in fee or easement, or by seeking enforcement of local zoning action, prevent the construction of any object which may constitute an incompatible land use such as residential encroachment, wildlife attractants, uses that emit smoke, steam, glare, or electromagnetic interference, and height hazards. Sponsor will take proactive measures to discourage incompatible land uses adjacent to the airport, to include a formal consultation with local jurisdictions on land use issues, and support and/or recommend land use regulations consistent with WSDOT best management practices found in WSDOT's *Airports and Compatible Land Use Guidebook.*

(24) **Economic nondiscrimination.**

(a) It will make the airport available as an airport for public use and without discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

(b) In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

(i) Furnish said services on a reasonable, nondiscriminatory, basis to all users thereof; and

(ii) Charge reasonable, and nondiscriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

(e) Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

(g) The sponsor may establish such reasonable, and nondiscriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

(25) **Exclusive rights.** It will not grant exclusive right for the use of the airport to any person(s) providing, or intending to provide, aeronautical services to the public. For purposes of this subsection, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services;

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity existing at such an airport before the grant of any assistance under RCW 47.68.090; and

(c) It has received approval from the department.

(26) **Fee and rental structure.** It will maintain a competitive fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account factors such as the volume of traffic and economy of collection. No part of the state share of an airport development or airport planning project for which a loan is made under RCW 47.68.090 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

(27) **Airport revenues.** All revenues generated by the airport and any local taxes established after December 30, 1987, on aviation fuel, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this subsection:

(a) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

(b) If the department approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a twenty-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

(c) When requested by the department, the sponsor will obtain an audit that will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes, and indicate whether funds paid or transferred to the owner or operator were paid or transferred in a manner consistent with state law and any other applicable provision of law, including any regulation promulgated by the secretary. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with state law.

(28) **Reports and inspections.** It will:

(a) Submit to the department such annual or special financial and operations reports as the department may request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the department; for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the department upon request;

(b) In a format and time prescribed by the department, provide to the department and make available to the public following each of its fiscal years, an annual report listing in detail:

(i) All amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) All services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

(29) **Use by government aircraft.** It will not charge the state or its agencies (except for those under contract), for limited but reasonable, nonroutine, search and rescue, law enforcement or public safety use of public landing and aircraft parking facilities. The sponsor may require written verification of an entity's official government business status, and notification prior to use of facilities.

(30) **Land for state facilities.** It will furnish without cost to the state of Washington for use in connection with any air traffic control or air navigation activities, or weather reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or for these same purposes, rights in buildings of the sponsor as the department considers necessary for construction, operation, and maintenance at state expense of space or facilities. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the department.

(31) **Airport layout plan.**

(a) It will provide airport layout plans (ALPs) as prescribed in WSDOT's *Aviation Loan Procedures Manual.* It will keep up-to-date at all times an airport layout plan of the airport showing:

(i) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

(ii) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities;

(iii) The location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

(iv) All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the department which approval shall be evidenced by the signature of a duly authorized representative of the department on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations to the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the department and which might, in the opinion of the department, adversely affect the safety, utility, or efficiency of the airport.

(b) If a change or alteration in the airport or the facilities is made which the department determines adversely affects the safety, utility, or efficiency of any state-owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the department, the owner or operator will, if requested, by the department.

(i) Eliminate such adverse effect in a manner approved by the department; or

(ii) Bear all costs of relocating such property (or replacement thereof) to a site acceptable to the department and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the department's design standards beyond the control of the airport sponsor.

(32) **Disposal of land.**
(a) For land purchased under a grant for airport development purposes, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the department an amount equal to the states' proportionate share of the fair market value of the land. The portion of the proceeds proportionate to the states' share of the cost of acquisition of such land will, upon application to the department, be reinvested or transferred to another eligible airport as prescribed by the department. The department shall give preference to the following, in descending order:

(i) Payment to the state of Washington for deposit in the aeronautics account; or

(ii) Reinvestment in an approved project that is eligible for loan funding under RCW 47.68.090.

(b) Land shall be considered to be needed for airport purposes under this assurance if:

(i) It may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land; and

(ii) The revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(c) Disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

(33) **Engineering and design services.** It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under WSDOT *Consultant Services Manual M-27-50.02* or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

(34) **Foreign market restrictions.** It will not allow funds provided under this loan to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction. Sponsors are encouraged to "Buy American" whenever feasible and appropriate.

(35) **Policies, standards, and specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the department and included in this loan, and in accordance with applicable state policies, standards, and specifications.

(36) **Relocation and real property acquisition.** It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in RCW 8.26.180.

(37) **Disadvantaged business enterprises.** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any department-assisted contract or in the administration of its DBE program or the requirements of Governor's Executive Order 12-02.

(38) **Hangar construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long-term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose. For the purpose of this section, a long-term lease is defined as not to exceed fifty years.

[Statutory Authority: RCW 47.68.090. 13-07-037, § 468-260-030, filed 3/14/13, effective 4/14/13.]

## Southwest Washington Regional Airport
## Draft 2023 Airport Operating Budget Revision

| | EXPENDITURES | 2023 | 2023 | NOTES |
|---|---|---|---|---|
| | **ACCOUNT DESCRIPTION** | **Adopted** | **Revision 1** | |
| 1 | Office Supplies | 2,000 | 2,000 | |
| 2 | Professional Services (Payroll) | 148,000 | 155,300 | Adjusted with most recent data |
| 3 | Professional Services (Finance/Accounting/Admin) | 40,000 | 40,000 | |
| 4 | Professional Services (Legal) | 10,000 | 10,000 | |
| 5 | Telephone, Postage, Copying, Internet (mgmt. office) | 3,000 | 3,000 | |
| 6 | Travel/Seminars/Training | 3,000 | 3,000 | |
| 7 | Membership Dues and Fees | 750 | 750 | |
| 8 | State Examiner's Charges | 5,000 | 5,000 | |
| 9 | Leasehold Taxes | 150 | 150 | |
| 10 | Diking Assessment | 30,000 | 30,000 | |
| 11 | Professional Services Maintenance (City of Kelso) | 55,000 | 55,000 | |
| 12 | Building Repairs (Hangar Roof and Door Repair, Painting) | 23,400 | 41,100 | Repair storage shed and hangar repairs. Increased due to project necessity |
| 13 | Repairs to Landing Field | 50,000 | 50,000 | 2023 crack sealing, west ramp repairs & grading, Brush removal Final Phase |
| 14 | Repairs to Electrical (Navigational; hangar, bldg) | 12,000 | 12,000 | |
| 15 | Repairs to mowing Equipment | 4,000 | 4,000 | |
| 16 | Vehicle Maintenance (oil, repairs, license tab) | 2,000 | 2,000 | |
| 17 | Advertising / Promotions (Signs, promo materials, etc.) | 5,000 | 5,000 | Marketing materials and assist FBO with marketing airport events. |
| 18 | Operating Supplies (PAPI lightbulbs, paint, small hardware, herbicides, etc.) | 4,000 | 4,000 | |
| 19 | Safety Supplies - (Decoys, Signing, Windsocks, Fire ext.) | 2,000 | 2,000 | |
| 20 | FUEL (for airport vehicle & mowing) | 1,500 | 1,500 | |
| 21 | Small Tools and Equipment | 500 | 500 | |
| 22 | Insurances | 35,000 | 35,000 | |
| 23 | Electricity (Airport office, hangars, navigation equip) | 8,000 | 8,000 | |
| 24 | Garbage/Water/Stormwater Management | 12,500 | 12,500 | |
| 25 | Sanitation | 5,500 | 5,500 | Cost increase due to COVID and inflation |
| 26 | Miscellaneous (misc., annual BNSF easement cost) | 2,000 | 2,000 | |
| 27 | Large purchases: | 136,000 | 136,000 | Tractor and mower deck |
| 28 | Underground Storage Tanks (Annual Bus. Lic. Renewal; Annual tightness compliance and annual CP Testing | 3,000 | 3,000 | |
| 29 | Engineering Contract: General Engineering Services | 25,000 | 25,000 | |
| 30 | Airport Grant match: FAA Projects (TWY Rehab, RWY Pre-planning) | 50,000 | 50,000 | Design Only - Construction will be in 2024 |
| 31 | 2023 FAA Runway pre-planning: survey, wetland, envir, geotech | | 225,000 | Pre-planning grant added at FAA direction |
| 32 | 2023 FAA Ramp/Apron Rehabilitation - Design Phase | 902,000 | 225,000 | Adjusted for FAA directed design only change |
| 33 | Fuel Tank Replacement Project | 470,000 | 1,906,000 | Fuel System Replacement Project added |
| 34 | **TOTAL ANNUAL AIRPORT EXPENDITURES** | **$2,050,300** | **$ 3,059,300** | |

FAA Funded Capital Project expenses in yellow cells

Non FAA Funded Capital Project Expenses in Tan cells

## Southwest Washington Regional Airport
## Draft 2023 Airport Operating Budget Revision

| | REVENUE | 2023 | 2023 | |
|---|---|---|---|---|
| 1 | Account Description | Adopted | Revision 1 | Notes |
| 2 | Beginning Fund Balance | 160,000 | 501,400 | Mower, sponsor grant match, Fuel System; Adjusted addtitional saving toward Fuel system project and added 100k for FAA project which, if used, will be reimbursed in 2024 or 2025 grant. |
| 3 | Leasehold Excise -- Leasehold excise from State | 6,000 | 6,000 | |
| 4 | Intergovt - City of Kelso | 76,000 | 76,000 | Per ILA |
| 5 | Intergovt - Cowlitz County | 76,000 | 76,000 | Per ILA |
| 6 | Intergovt - City of Longview | 76,000 | 76,000 | Per ILA |
| 7 | Intergovt - Port of Longview | 76,000 | 76,000 | Per ILA |
| 8 | Interest Income | 100 | 100 | |
| 9 | Interest Income Reserve | 500 | 500 | |
| 10 | Hangar Leases | 166,700 | 161,300 | Corrected for revised CPI data |
| 11 | Land Leases (Life Flight, Prime, Hgr 59, Hgr 41-43, etc.) | 32,400 | 32,400 | |
| 12 | Rentals - Building 40 Apartment | 7,200 | 7,200 | |
| 13 | FBO Agreement | 1,400 | 1,400 | |
| 14 | 2023 FAA Grant: Runway Reconstruction pre-planning: survey, wetland survey, Environmental research, geotech | | 150,000 | Pending Grant award (New FAA project) |
| 15 | 2023 FAA Grant: Apron/Ramp Rehabilitation Project: Design | 852,000 | 200,000 | Pending Grant award (New FAA project) |
| 16 | 2023 WSDOT Grant- Apron/Ramp Rehab & RWY Pre-planning | 50,000 | 25,000 | Pending Grant award (New FAA project) |
| 17 | WSDOT CARB Loan - Fuel Tank Replacement Project | | 1,200,000 | Fuel System Replacement Project added |
| 18 | County Grant: Fuel Tank Replacement Project | 470,000 | 470,000 | |
| 19 | **TOTAL ANNUAL AIRPORT REVENUE** | **$2,050,300** | **$ 3,059,300** | |

| |
|---|
| ILA Contributions |
| Federal Aviation Administration (FAA) Grant Funding |
| WSDOT Grant Funding |
| WSDOT CARB Loan awarded 12/6/2022 |
| Local Grant Funding: County Grant Funds were received |

# AGENDA SUMMARY SHEET
## Business of the City Council

**SUBJECT TITLE:**
Adopting the Southwest Washington Regional Airport 2023 Budget Revision 1

**PRESENTED BY:**
Chris Paolini
Airport Manager

**Agenda Item:**______________________________

**Dept. of Origin:**______________________________

**For Agenda of:** ______________________________

**Value of Item:**______________________________

**City Manager:**______________________________

## Agenda Item Attachments:

1. Southwest Washington Regional Airport 2023 Budget Revision 1

**SUMMARY STATEMENT:**

As a result of the Southwest Washington Regional Airport (SWRA) receiving a WSDOT CARB loan offer for a Fuel System Replacement Project, the airport needs to revise its 2023 Airport Operating Budget to reflect the increased revenues and expenditures associated with the project. Additionally, the FAA has added a FAA grant funded pre-planning project for 2023 for the airport's future runway reconstruction project anticipated for 2026; this change is reflected in the revised budget as well. At this time, the airport is also revising some expenditure lines unrelated to the project to reflect accurate costs that were not available at the time the airport budget was required to be approved.

**OPTIONS**

1) Adopt the Southwest Washington Regional Airport 2023 operating budget Revision 1 as presented.
2) Reject the Southwest Washington Regional Airport 2023 operating budget Revision 1 as presented and provide comments and suggested changes for review and consideration.
3) Take no action at this time.

**RECOMMENDED ACTION:**

Move to adopt the draft 2023 budget Revision 1 for the Southwest Washington Regional Airport as presented.

# City of Longview

## Agenda Summary

**AMENDMENT TO INDIGENT DEFENSE CONTRACT**

**RECOMMENDED ACTION:**
**AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE, TO EXTEND THE TERM OF THE CONTRACT TO THE END OF 2024 AND INCREASE THE CONTRACT AMOUNT 4% TO ADJUST FOR INFLATION.**

**Council Strategic Initiative Addressed:**
Continue effective financial management

**Summary Statement:**
The City currently contracts with the 4 attorneys of Longview Municipal Defense for indigent public defense service. Per the terms of the Agreement, the contract expired at the end of 2022 but was extended by the Council for an additional 60 days to allow for further review. The City has been very pleased with the quality of representation from the contractor and wishes to continue the contract for another two years.

Under the terms of the current contract, the City pays $39,833.33 per month. In order to adjust for inflation (which was not taken into account in the most recent 2020 amendment and renewal), this amount is proposed to be adjusted upwards by 4% to $41,426.66 per month.

Attachments:
1. 2023 public defense contract amendment - 2 year extension

## CITY OF LONGVIEW

## 2023 AMENDED CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Longview, Washington (hereinafter "City") provides indigent defense services to individuals who have been certified for representation in criminal charges before the Longview Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, the lawyers employed by Longview Municipal Defense, (hereinafter "Attorneys") are licensed Attorneys in good standing in the state of Washington who have been selected to perform services to indigent defense clients under contract with the City; and

WHEREAS, parties entered an into an agreement for provision of public defense services for the City with provisions for renewal (hereinafter the "Agreement"); and

WHEREAS, the City wishes to continue its relations with Attorneys, and

WHEREAS, at the time of the 2020 contract renewal there was no adjustment for inflation, and the parties wish to reflect the Attorneys' increased operating costs; and

WHEREAS, the parties wish to ensure that the Attorneys make contact with their assigned clients in a timely manner.

NOW, THEREFORE, the parties agree to the following amendments to the Agreement:

1. Paragraph 3, Term of the Agreement is amended to provide that:

   The term of this Agreement shall be from the date of execution of the original Agreement and all amendments to December 31, 2024, unless sooner terminated as provided for in this Agreement.

2. Paragraph 2, Compensation, of the Agreement is amended to provide that:

   Effective March 1, 2023, the City shall pay to the Attorneys for services rendered under the Agreement Forty-one thousand four hundred twenty-six and 66/100 dollars ($41,426.66) per month. The compensation amount represents the salary and benefits necessary to provide four (4) attorneys devoted to public defense for the City each of whom is fully qualified to be assigned 400 criminal cases per year and, as supplemented in Section 2.3 of the Agreement, all infrastructure, support, and systems necessary to comply with the Standards.

3. Scope of Services, Exhibit A, Section C to the Agreement, shall be amended to provide as

follows:

~~4.~~ C. Following their initial appointment to a case, the Attorneys will ~~attempt~~ ~~to initiate contact with assigned~~ respond to calls from clients within ~~twenty-four~~ ~~(24)~~ forty eight (48) hours ~~of contact~~ ~~assignment~~. For those clients in custody, the Attorneys will visit the client within 4 business days after being appointed as that client's attorney. The Attorneys will provide their clients with contact information for availability during office hours. The Attorneys will return client phone calls or other attempts to contact the Attorneys within forty-eight (48) hours excluding weekends. The Attorneys shall provide the prosecutor and City police department with contact information assuring twenty-four (24) hour a day access.

All other provisions of the Agreement, except as amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the____________day of________________________, 2023.

CITY OF LONGVIEW

By: ______________________________________
Kurt Sacha, City Manager

By: ____________________________
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _______________________________
James J. McNamara

LONGVIEW MUNICIPAL DEFENSE, PLLC

ATTORNEY: __________________________________________
Mayrie Grimm



[redacted]

# City of Longview

## Agenda Summary

**RESOLUTION NO. 2437 – PROPERTY TRANSFER TO WSDOT**

**RECOMMENDED ACTION:**
**MOTION TO ADOPT RESOLUTION NO. 2437**

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**
Improve Streets and Roads

**SUMMARY STATEMENT:**
This resolution will transfer real property which was acquired for the SR 432 / SR 411 Interchange and SR 432 / California Way Intersection projects from City of Longview to Washington State Department of Transportation.

**FINANCIAL SUMMARY:**
None.

**STAFF CONTACT:**
Ken Hash, Public Works Director

Attachments:
1. Res no 2437
2. Exhibit A

**Resolution No. 2437**

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**A RESOLUTION APPROVING TRANSFER BY QUIT CLAIM DEED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, OF PROPERTY WITHIN THE HIGHWAY PROJECTS KNOWN AS SR 432/SR 411 INTERCHANGE AND SR 432 / CALIFORNIA WAY INTERSECTION, DONATION OF PROPERTY AND AUTHORIZING SIGNATURES THEREON**

---

**WHEREAS,** the City of Longview may be the owner of property as shown in Exhibit A attached hereto and made a part hereof; and located within the proposed State highway right of way for the above referenced projects, and

**WHEREAS**, in the improvements of SR 432/SR 411 Interchange and SR 432 / California Way Intersection, the State of Washington, Department of Transportation, deems that it is necessary and advisable for the State of Washington to acquire rights over a portion of city property between MP 7 and MP 8 for a right of way for said highway:

All that portion of City of Longview, within the highway project of those certain plans entitled as SR 432/SR 411 Interchange and SR 432 / California Way Intersection, for constructing, operating, and maintaining, said highway, as described as follows:

For legal description and additional conditions, see Exhibit A attached hereto and made a part hereof.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** after due consideration by the Longview City Council, it appears that it will be for the best interest of both the City of Longview and the State of Washington that the City of Longview convey said lands to the State of Washington by Quit Claim Deed.

**NOW, THEREFORE, IT IS HEREBY FURTHER RESOLVED,** that the City of Longview, in accordance the RCW 47.12.040 and RCW 39.33.010 through its City Council, execute and deliver said Quit Claim Deed to the State of Washington Department of Transportation.

PASSED by the City Council of Longview, Washington, and is approved by its Mayor the 9th day of February 2023.

________________________

Mayor

ATTEST:

___________________________

City Clerk

EXHIBIT A
Legal Description

A parcel of land lying in the Northwest Quarter of Section 3, Township 7 North, Range 2 West, of the Willamette Meridian, Cowlitz County, Washington and being a portion of that parcel conveyed to Public Utility District No. 1 of Cowlitz County under Auditor's File Number 413248, Cowlitz County records, said parcel being more particularly described as follows:

BEGINNING AT a 5/8" iron rod with yellow plastic cap marked Hampstur Corp LS 18087 at the most Westerly corner of said parcel being the intersection of the Easterly right-of-way line of 3rd Avenue with the Northerly right-of-way line of SR-432 as Monumented in the survey recorded as Book 37 Page 173, Cowlitz County Survey Records;

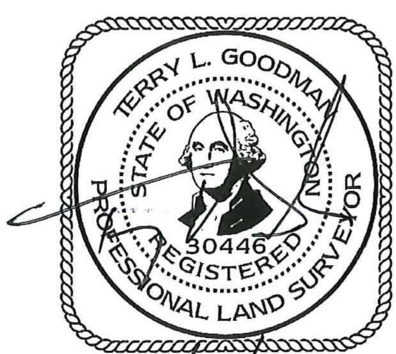
Thence North 20°57'57" East along the Easterly right-of-way line of 3rd Avenue for a distance of 48.77 feet to a point that is South 20°57'57" West 14.93 feet from a 5/8" iron rod with yellow plastic cap marked Hampstur Corp LS 18087 at the Northwesterly corner of said survey;

Thence South 20°46'37" East for a distance of 76.37 feet to a point on the Southerly boundary of said parcel and the beginning of a non-tangent 1959.86 foot radius curve to the left;

Thence along the arc of said 1959.86 foot radius curve to the left and said Northerly right-of-way line of SR-432, through a central angle of 1°30'20" (the long chord of which bears North 59°51'37" West, 51.50 feet) an arc distance of 51.50 feet to the POINT OF BEGINNING.

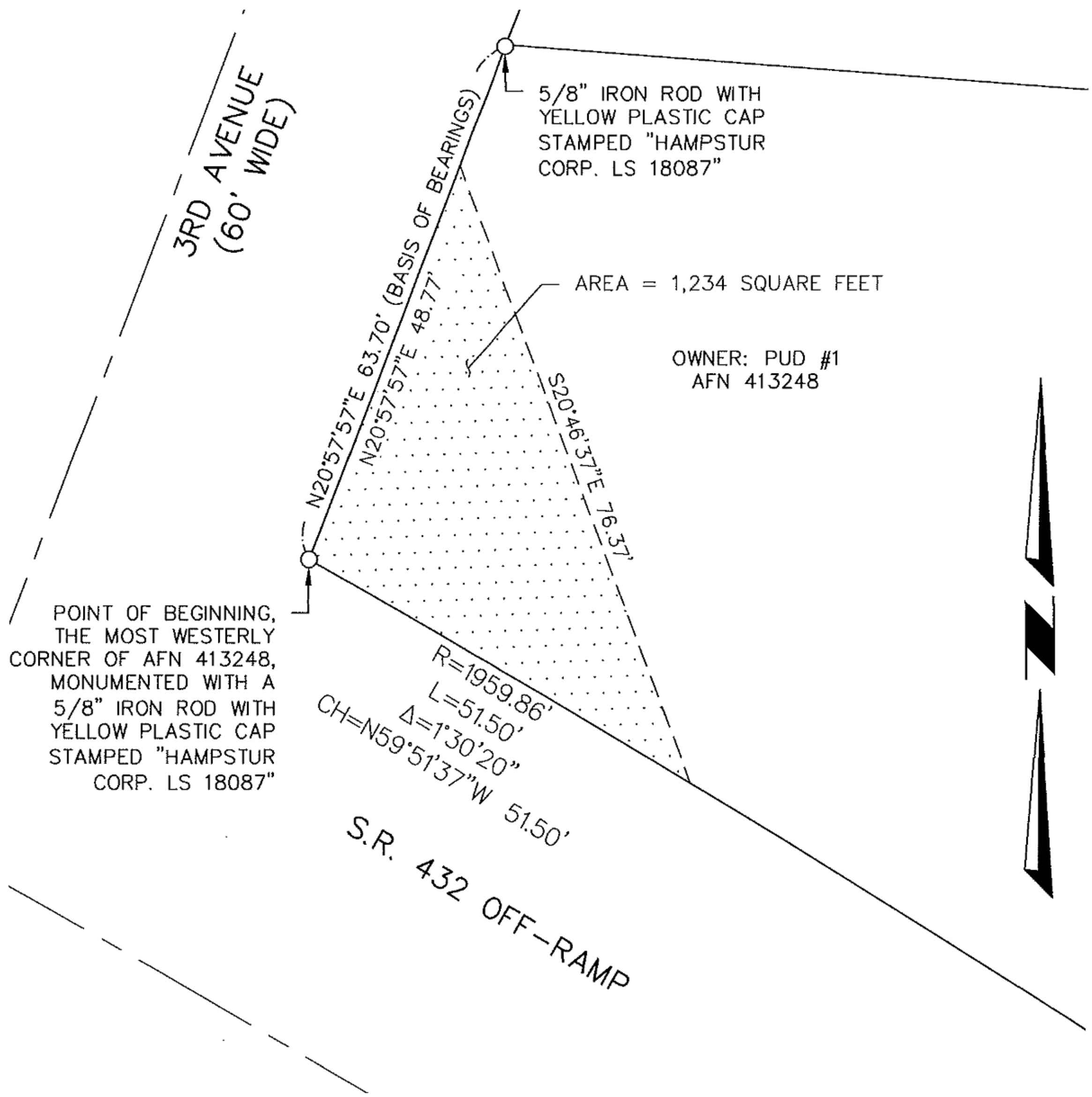
Contains in all 1,234 square feet more or less, outside the existing right of way.

See Exhibit Map attached hereto.




8/21/19

# EXHIBIT MAP




| | | |
|---|---|---|
| DRAWN BY: MLY | SCALE: 1"=20' | 8/20/2019 |
| CHECKED BY: TLG | JOB NO.: 71260-000 | SHEET 1 OF 1 |

## RIGHT-OF-WAY ACQUISITION
## SUBURBAN PROPANE, L.P., A LIMITED PARTNERSHIP
## TAX PARCEL NUMBER 10091

A PORTION OF LAND LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY.

A PARCEL OF LAND IN THE NATHANIEL STONE AND JONATHAN BURBEE DONATION LAND CLAIMS, BEING A PORTION OF SECTION 3 AND SECTION 4, ALL IN TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON: MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT WHICH IS 698.70 FEET SOUTH AND 74.10 FEET EAST OF THE QUARTER CORNER BETWEEN SECTIONS 3 AND 4;
THENCE SOUTH 20° 28' 30" WEST, FOR A DISTANCE OF 493.48 FEET;
THENCE NORTH 36° 58' WEST, FOR A DISTANCE OF 1,264.96 FEET;
THENCE NORTH 15° 02' EAST, FOR A DISTANCE OF 892.91 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 428.34 FEET AND A BACK SEMI-TANGENT WHICH BEARS SOUTH 36° 58' EAST THROUGH A CENTRAL ANGLE OF 48° 27' TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL OF LAND THAT LIES NORTHERLY OF A LINE 25.00 FEET DISTANT SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF LEAD TRACK NO. 13 OF THE UNION PACIFIC AND BURLINGTON RAILROAD COMPANIES, AS NOW LOCATED.

ALSO EXCEPTING THEREFROM ALL OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THAT PORTION OF THE JONATHAN BURBEE LAND CLAIM IN THE CITY OF LONGVIEW, COUNTY OF COWLITZ, STATE OF WASHINGTON: MORE ACCURATELY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF THIRD AVENUE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CALIFORNIA WAY;
THENCE NORTH 20°28'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY, FOR A DISTANCE OF 192.38 FEET;
THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 358.00 FEET THROUGH AN ANGLE OF 12°54'06", FOR A DISTANCE OF 80.61 FEET;
THENCE SOUTH 53°02' WEST, FOR A DISTANCE OF 89.82 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CALIFORNIA WAY;
THENCE SOUTH 36°58' EAST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 68.12 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN MOST CORNER OF THE ABOVE DESCRIBED PROPERTY;
THENCE NORTH 55°17'14" EAST 69.92 FEET, ALONG THE SOUTH LINE OF SAID PROPERTY AND THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF 3RD AVENUE TO THE INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING RADIUS OF 450.00 FEET, THE CENTER OF WHICH BEARS NORTH 52°56'53" WEST, SAID INTERSECTION BEING THE **POINT OF BEGINNING**;
THENCE NORTHERLY, ALONG SAID CURVE LEFT, THROUGH A CENTRAL ANGLE OF 3°45'31", AN ARCH DISTANCE OF 29.52 FEET, TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING RADIUS OF 1495.00 FEET;

THENCE ALONG SAID CURVE LEFT, THROUGH A CENTRAL ANGLE OF 3°19’55”, AN ARC DISTANCE OF 86.94 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY, ALSO BEING THE WESTERLY RIGHT-OF-WAY MARGIN OF 3RD AVENUE;
THENCE SOUTH 22°43’44” WEST 17.91 FEET, ALONG SAID EASTERLY PROPERTY LINE AND SAID WESTERLY RIGHT-OF-WAY MARGIN, TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 358.00 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°54’06”, AN ARC DISTANCE OF 80.61 FEET, TO A POINT ON THE SOUTH LINE OF SAID PROPERTY AND THE NORTHERLY RIGHT-OF-WAY MARGIN OF 3RD AVENUE;
THENCE SOUTH 55°17’14” WEST 20.01 FEET, ALONG THE SOUTH LINE OF SAID PROPERTY AND SAID NORTHERLY RIGHT-OF-WAY MARGIN, TO THE **POINT OF BEGINNING.**

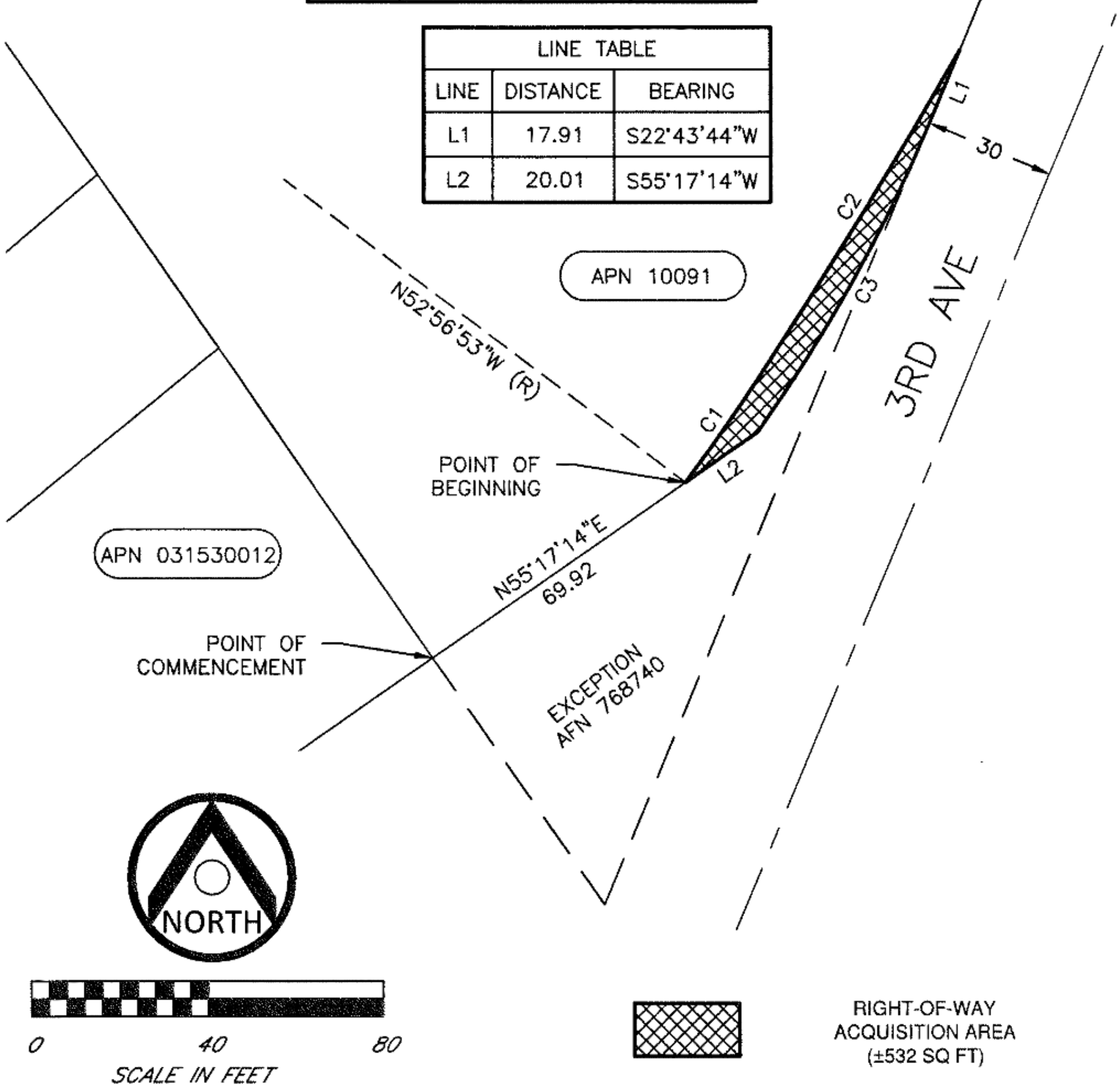
CONTAINING +/-532 SQ. FEET, MORE OR LESS.

DAVID A. PEEBLER
STATE OF WASHINGTON
40021
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/14/2020

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | DISTANCE | RADIUS | DELTA |
| C1 | 29.52 | 450.00 | 3°45'31" |
| C2 | 86.94 | 1495.00 | 3°19'55" |
| C3 | 80.61 | 358.00 | 12°54'06" |

| LINE TABLE | | |
|---|---|---|
| LINE | DISTANCE | BEARING |
| L1 | 17.91 | S22°43'44"W |
| L2 | 20.01 | S55°17'14"W |




CITY OF LONGVIEW
SR 432 STREET IMPROVEMENT PROJECT
RIGHT-OF-WAY ACQUISITION
PARCEL NO. 10091

DRAWN BY: B. BOWIE    DATE: 2-14-2020


1 ALLIANCE GEOMATICS
SURVEYING & MAPPING
3600 PORT OF TACOMA WAY, SUITE 512
TACOMA, WASHINGTON 98424
Ph: (425) 598-2200
Fax: (425) 502-8067

<u>RIGHT-OF-WAY ACQUISITION</u>

M & S NORTHWEST PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

TAX PARCEL NUMBER 10140, PARCEL A

A PORTION OF LAND LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY.

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CALIFORNIA WAY WITH THE EASTERLY LINE OF FERRY STREET IN THE CITY OF LONGVIEW, WHICH INTERSECTION IS NORTH 50 FEET AND EAST 38.84 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CALIFORNIA WAY AND COLUMBIA WAY;
THENCE EAST 350 FEET ALONG THE NORTH LINE OF CALIFORNIA WAY;
THENCE NORTH 250 FEET;
THENCE WEST 256.55 FEET MORE OR LESS, TO THE INTERSECTION WITH THE EASTERLY LINE OF FERRY STREET;
THENCE SOUTHERLY ALONG THE EASTERLY LINE OF FERRY STREET 268.88 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.
EXCEPT THAT PORTION CONVEYED TO THE CITY OF LONGVIEW BY DEED RECORDED UNDER AUDITOR'S FILE NO. 774939.
ALSO, EXCEPT THAT PORTION ACQUIRED BY THE CITY OF LONGVIEW IN CONDEMNATION PROCEEDINGS IN COWLITZ COUNTY SUPERIOR COURT CASE NO. 36793.

ALSO EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CALIFORNIA WAY WITH THE EASTERLY LINE OF FERRY STREET IN THE CITY OF LONGVIEW, WASHINGTON, WHICH INTERSECTION IS NORTH 50 FEET AND EAST 38.84 FEET, MORE OR LESS, FROM THE INTERSECTION OF THE CENTER LINES OF CALIFORNIA WAY AND COLUMBIA WAY, AND THENCE EAST 336.16 FEET, MORE OR LESS, ALONG THE NORTH LINE OF CALIFORNIA WAY TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 187 FEET;
THENCE EAST 13.84 FEET;
THENCE SOUTH 187 FEET TO A POINT ON THE NORTH LINE OF SAID CALIFORNIA WAY;
THENCE WEST 13.84 FEET ALONG SAID NORTH LINE OF SAID CALIFORNIA WAY TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

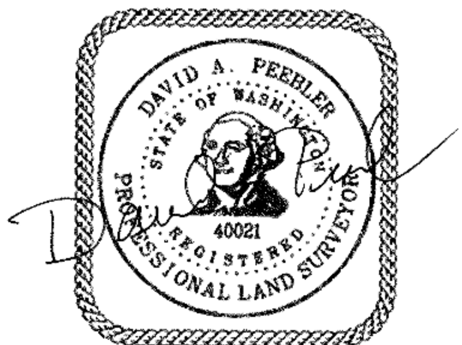
ALSO EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CALIFORNIA WAY WITH THE EASTERLY LINE OF FERRY STREET IN THE CITY OF LONGVIEW, WHICH INTERSECTION IS NORTH 50 FEET AND EAST 38.84 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CALIFORNIA WAY AND COLUMBIA WAY;
THENCE EAST 191.35 FEET ALONG THE NORTH LINE OF CALIFORNIA WAY;
THENCE NORTH 100 FEET;
THENCE WEST 150 FEET, MORE OR LESS, TO THE EASTERLY LINE OF FERRY STREET;
THENCE SOUTH 20°38'30" WEST ALONG THE EASTERLY LINE OF FERRY STREET 110 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

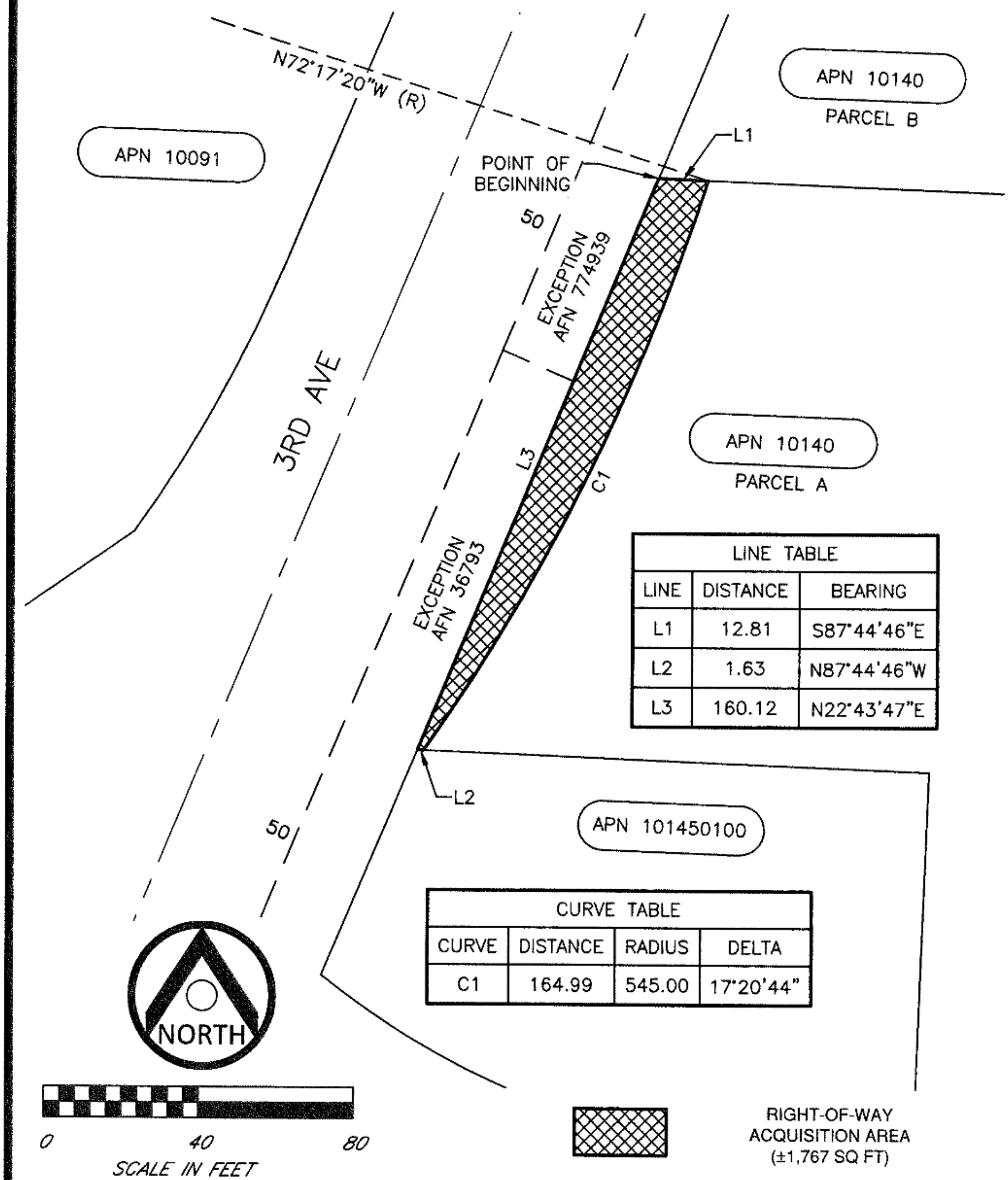
SAID PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY;
THENCE SOUTH 87°44'46" EAST 12.81 FEET, ALONG THE NORTH LINE OF SAID PROPERTY TO THE INTERSECTION WITH A 545.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 72°17'20" WEST;
THENCE SOUTHERLY ALONG SAID CURVE RIGHT THROUGH A CENTRAL ANGLE OF 17°20'44", AN ARC DISTANCE OF 164.99 FEET TO THE SOUTH LINE OF SAID PROPERTY;
THENCE NORTH 87°44'46" WEST 1.63 FEET, ALONG THE SOUTH LINE OF SAID PROPERTY, AND THE EASTERLY RIGHT-OF-WAY MARGIN OF 3RD AVENUE;
THENCE NORTH 22°43'47" EAST 160.12 FEET, ALONG THE WESTERLY LINE OF SAID PROPERTY AND SAID RIGHT-OF-WAY MARGIN, TO THE **POINT OF BEGINNING**.

CONTAINING +/- 1,767 SQ. FEET, MORE OR LESS.




2/14/2020




| LINE TABLE | | |
|---|---|---|
| LINE | DISTANCE | BEARING |
| L1 | 12.81 | S87°44'46"E |
| L2 | 1.63 | N87°44'46"W |
| L3 | 160.12 | N22°43'47"E |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | DISTANCE | RADIUS | DELTA |
| C1 | 164.99 | 545.00 | 17°20'44" |

RIGHT-OF-WAY ACQUISITION AREA (±1,767 SQ FT)

CITY OF LONGVIEW
SR 432 STREET IMPROVEMENT PROJECT
RIGHT-OF-WAY ACQUISITION
PARCEL NO. 10140, PARCEL A

DRAWN BY: B. BOWIE DATE: 2-14-2020

1 ALLIANCE GEOMATICS
SURVEYING & MAPPING
3600 PORT OF TACOMA WAY, SUITE 512
TACOMA, WASHINGTON 98424
Ph: (425) 598-2200
Fax: (425) 502-8067

## RIGHT-OF-WAY ACQUISITION

## M & S NORTHWEST PORPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

## TAX PARCEL NUMBER 10140, PARCEL B

A PORTION OF LAND LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY;

BEGINNING AT SAID POINT THAT IS NORTH 50 FEET AND EAST 38.84 FEET FROM THE INTERSECTION OF SAID CENTER LINES OF CALIFORNIA WAY AND COLUMBIA WAY AND THENCE EAST 350 FEET ALONG THE NORTH LINE OF CALIFORNIA WAY;
THENCE NORTH 250 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE WEST 256.55 FEET TO A POINT ON THE EASTERLY LINE OF FERRY STREET AS DEDICATED TO THE CITY OF LONGVIEW, WASHINGTON;
THENCE ALONG SAID EASTERLY LINE OF SAID FERRY STREET, NORTH 20°38'30" EAST 181.4 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF LAND OWNED BY THE NORTHERN PACIFIC RAILROAD COMPANY;
THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID NORTHERN PACIFIC RAILROAD LAND EAST 192.52 FEET;
THENCE SOUTH 170 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF LONGVIEW BY DEED RECORDED UNDER AUDITOR'S FILE NO. 774939.

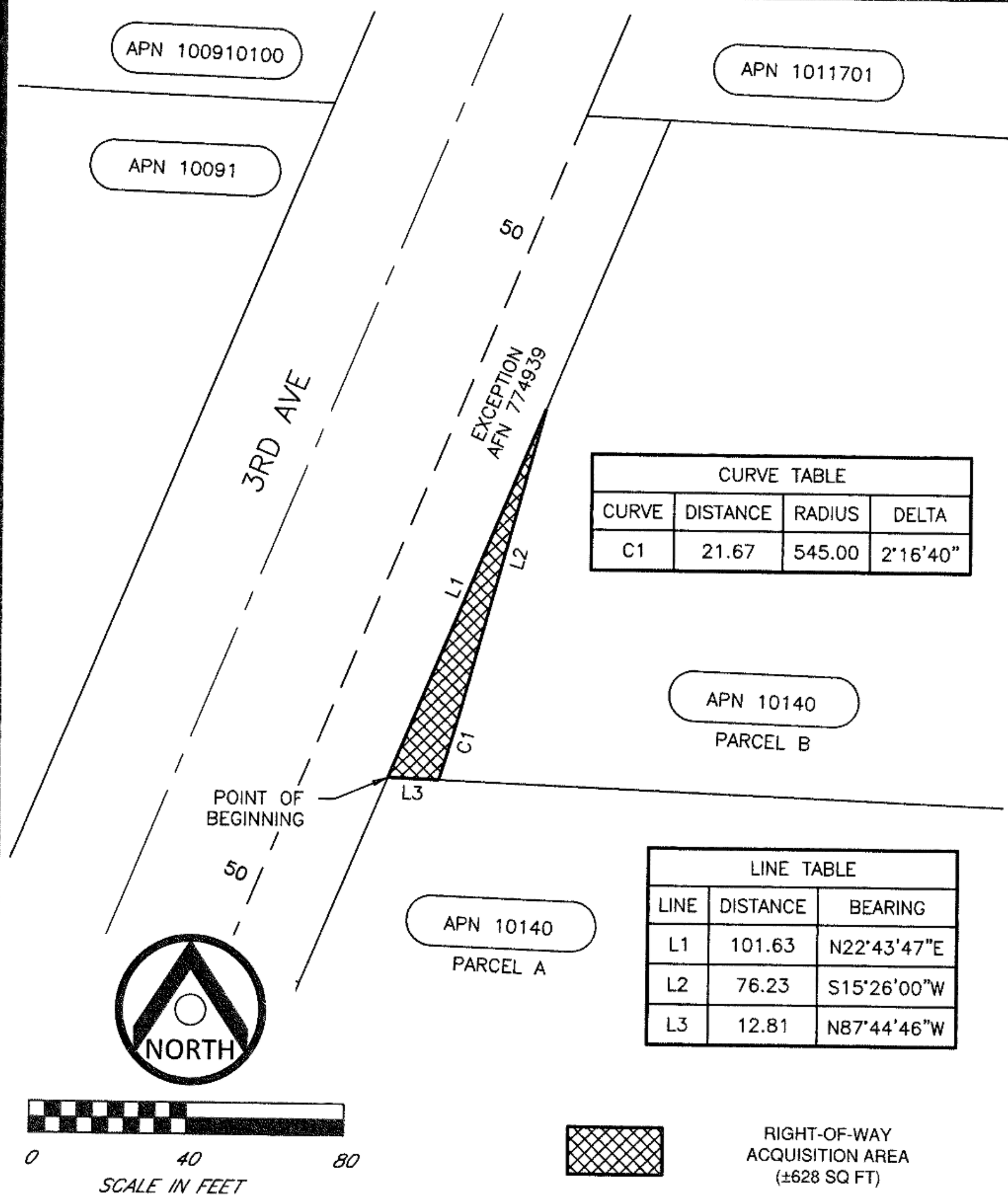
SAID PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY;
THENCE NORTH 22°43'47" EAST 101.63 FEET, ALONG THE WEST LINE OF SAID PROPERTY AND THE EASTERLY RIGHT-OF-WAY MARGIN OF 3RD AVENUE;
THENCE SOUTH 15°26'00" WEST 76.23 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 545.00 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE RIGHT THROUGH A CENTRAL ANGLE OF 2°16'40", AN ARC DISTANCE OF 21.67 FEET, TO THE SOUTH LINE OF SAID PROPERTY;
THENCE NORTH 87°44'46" WEST 12.81 FEET, ALONG THE SOUTH LINE OF SAID PROPERTY TO SAID EASTERLY RIGHT-OF-WAY MARGIN, AND THE **POINT OF BEGINNING**.

CONTAINING +/- 628 SQ. FEET, MORE OR LESS.

DAVID A. PEEBLER
STATE OF WASHINGTON
40021
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/14/2020




| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | DISTANCE | RADIUS | DELTA |
| C1 | 21.67 | 545.00 | 2°16'40" |

| LINE TABLE | | |
|---|---|---|
| LINE | DISTANCE | BEARING |
| L1 | 101.63 | N22°43'47"E |
| L2 | 76.23 | S15°26'00"W |
| L3 | 12.81 | N87°44'46"W |

CITY OF LONGVIEW
SR 432 STREET IMPROVEMENT PROJECT
RIGHT–OF–WAY ACQUISITION
PARCEL NO. 10140, PARCEL B

DRAWN BY: B. BOWIE     DATE: 2–14–2020

1 ALLIANCE GEOMATICS
SURVEYING & MAPPING
3600 PORT OF TACOMA WAY, SUITE 512
TACOMA, WASHINGTON 98424
Ph: (425) 598-2200
Fax: (425) 502-8067

<u>RIGHT-OF-WAY ACQUISITION</u>
RICHARD S. & MARY K. MCCOOL
TAX PARCEL NUMBER 03153003

A PORTION OF LOT 2, BLOCK 2, COLUMBIA INDUSTRIAL PARK, AS RECORDED IN VOLUME 11 OF PLATS, PAGE 106, SITUATE IN COWLITZ COUNTY, STATE OF WASHINGTON.

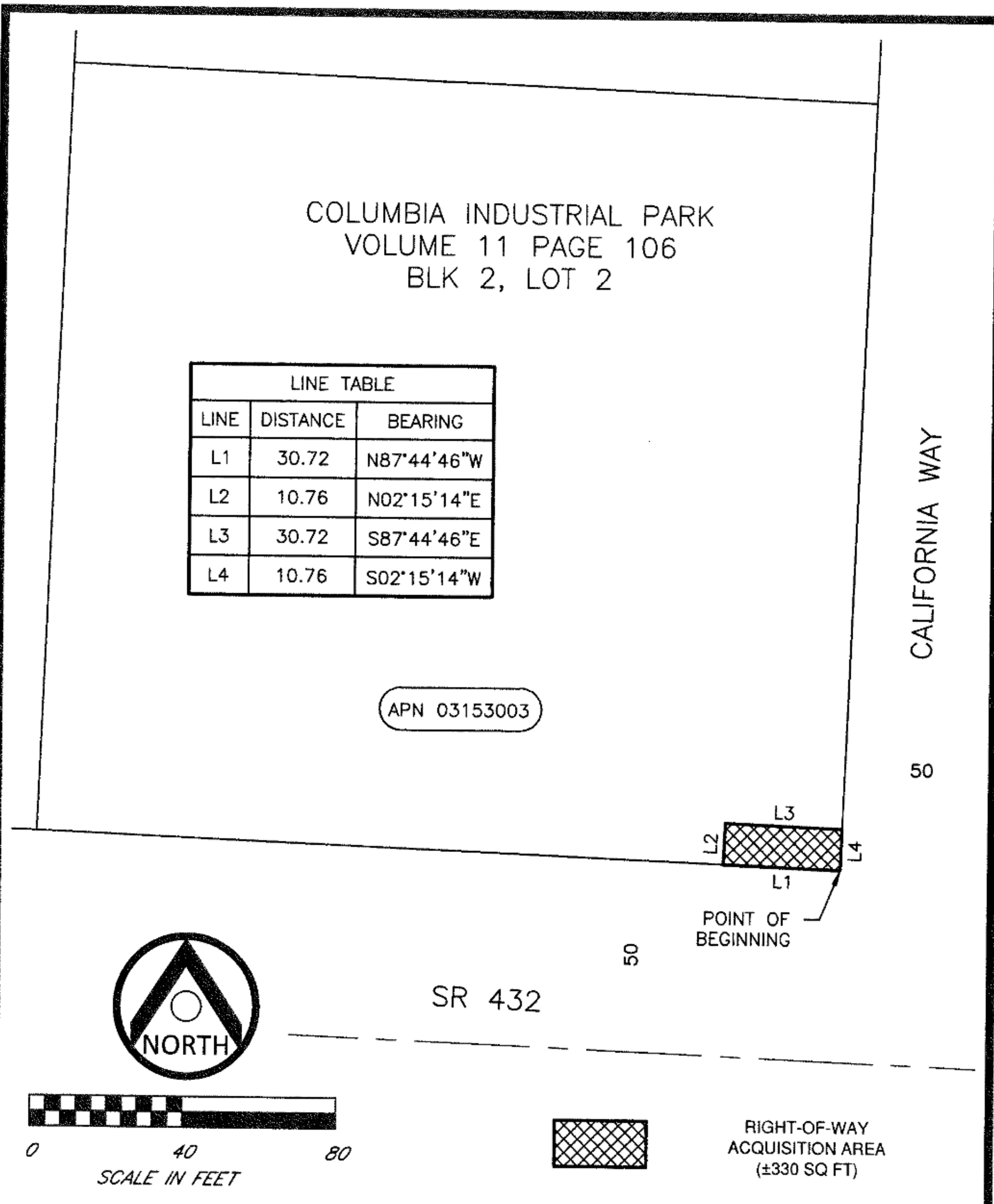
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, COLUMBIA INDUSTRIAL PARK;
THENCE NORTH 87°44'46" WEST 30.72 FEET, ALONG THE SOUTH LINE OF SAID LOT 2, ALSO BEING THE NORTHERLY RIGHT-OF-WAY MARGIN OF SR 432;
THENCE NORTH 02°15'14" EAST 10.76 FEET;
THENCE SOUTH 87°44'46" EAST 30.72 FEET, TO THE EAST LINE OF SAID LOT 2;
THENCE SOUTH 02°15'14" WEST 10.76 FEET, ALONG THE EAST LINE OF SAID LOT 2 TO THE **POINT OF BEGINNING**.

CONTAINING +/-330 SQ. FEET, MORE OR LESS.

DAVID A. PEEBLER
STATE OF WASHINGTON
40021
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/14/2020




| LINE TABLE | | |
|---|---|---|
| LINE | DISTANCE | BEARING |
| L1 | 30.72 | N87°44'46"W |
| L2 | 10.76 | N02°15'14"E |
| L3 | 30.72 | S87°44'46"E |
| L4 | 10.76 | S02°15'14"W |

CITY OF LONGVIEW
SR 432 STREET IMPROVEMENT PROJECT
RIGHT-OF-WAY ACQUISITION
PARCEL NO. 03153003

DRAWN BY: B. BOWIE DATE: 2-05-2020

1 ALLIANCE GEOMATICS
SURVEYING & MAPPING
3600 PORT OF TACOMA WAY, SUITE 512
TACOMA, WASHINGTON 98424
Ph: (425) 598-2200
Fax: (425) 502-8067

RIGHT-OF-WAY ACQUISITION
KENNETH A. WHEELER AND JUNE F. WHEELER
TAX PARCEL NUMBER 031530012

A PORTION OF LAND LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY.

BEING A PORTION OF LOT 1, BLOCK 1, COLUMBIA INDUSTRIAL PARK, AS RECORDED IN VOLUME 11 OF PLATS, PAGE 106, RECORDS OF SAID COUNTY. MORE ACCURATELY DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1;
THENCE SOUTH 36° 58' EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 51 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE NORTHEASTERLY LINE FOR A DISTANCE OF 48.0 FEET, MORE OR LESS;
THENCE SOUTHWESTERLY FOR A DISTANCE OF 171.0, MORE OR LESS, TO A POINT THAT IS 165.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1;
THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 60.0 FEET TO A POINT THAT IS 105.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;
THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

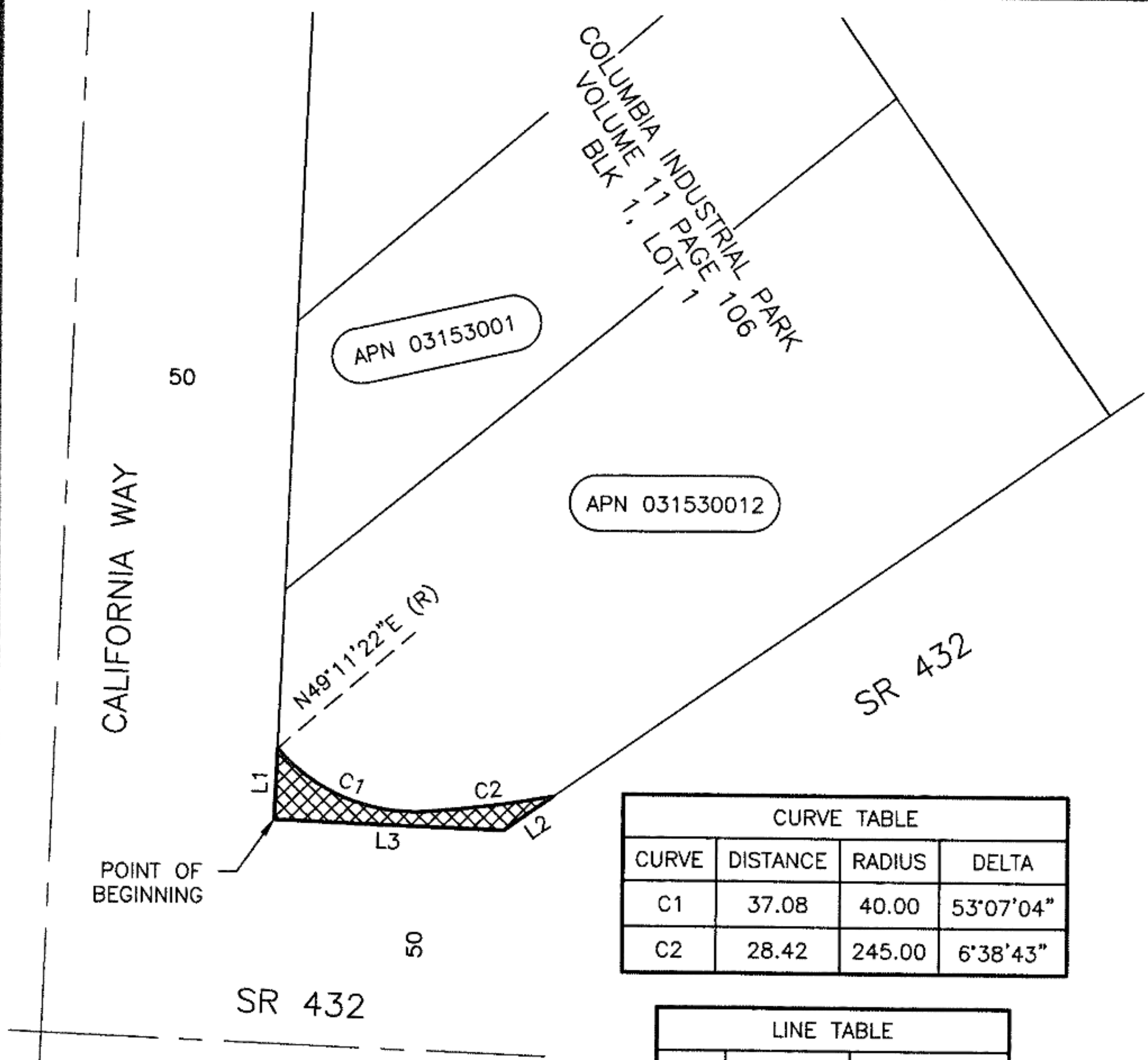
SAID PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

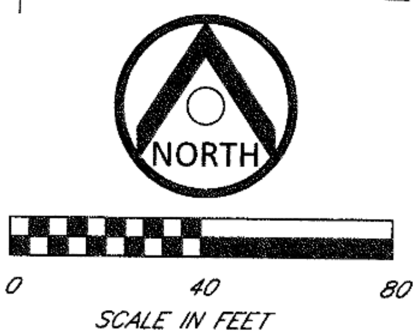
**BEGINNING** AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY;
THENCE NORTH 02°15'14" EAST 15.81 FEET, ALONG THE WEST LINE OF SAID PROPERTY, ALSO BEING THE EAST RIGHT-OF-WAY MARGIN OF CALIFORNIA WAY, TO THE INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, THE CENTER OF WHICH BEARS NORTH 49°11'22" EAST;
THENCE SOUTHEASTERLY ALONG SAID CURVE LEFT THROUGH A CENTRAL ANGLE OF 53°07'04", AN ARC DISTANCE OF 37.08 FEET, TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 245.00 FEET;
THENCE EASTERLY, ALONG SAID CURVE LEFT THROUGH A CENTRAL ANGLE OF 6°38'43", AN ARC DISTANCE OF 28.42 FEET, TO THE SOUTHEASTERLY LINE OF SAID PROPERTY AND THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF SR 432;
THENCE SOUTH 55°16'06" WEST 13.37 FEET, ALONG THE EASTERLY LINE OF SAID PROPERTY AND SAID RIGHT-OF-WAY MARGIN, TO THE SOUTHEAST CORNER OF SAID PROPERTY;
THENCE NORTH 87°44'46" WEST 50.86 FEET, ALONG THE SOUTH LINE OF SAID PROPERTY AND SAID RIGHT-OF-WAY MARGIN OF SR 432, TO THE SOUTHWEST CORNER OF SAID PROPERTY AND THE **POINT OF BEGINNING**.

CONTAINING +/-328 SQ. FEET MORE OR LESS.

DAVID A. PEEBLES
STATE OF WASHINGTON
40021
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/14/2020




| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | DISTANCE | RADIUS | DELTA |
| C1 | 37.08 | 40.00 | 53°07'04" |
| C2 | 28.42 | 245.00 | 6°38'43" |

| LINE TABLE | | |
|---|---|---|
| LINE | DISTANCE | BEARING |
| L1 | 15.81 | N02°15'14"E |
| L2 | 13.37 | S55°16'06"W |
| L3 | 50.86 | N87°44'46"W |

RIGHT-OF-WAY ACQUISITION AREA (±328 SQ FT)

CITY OF LONGVIEW
SR 432 STREET IMPROVEMENT PROJECT
RIGHT-OF-WAY ACQUISITION
PARCEL NO. 031530012

DRAWN BY: B. BOWIE DATE: 2-14-2020

1 ALLIANCE GEOMATICS
SURVEYING & MAPPING
3600 PORT OF TACOMA WAY, SUITE 512
TACOMA, WASHINGTON 98424
Ph: (425) 598-2200
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<u>RIGHT-OF-WAY ACQUISITION</u>
DWIGHT ALAN SLATER AND JEANNE E. SLATER
TAX PARCEL NUMBER 101450100

A PORTION OF A LAND LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY.

A TRACT OF LAND IN THE JONATHAN BURBEE DONATION LAND CLAIM, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CALIFORNIA WAY WITHIN THE EASTERLY LINE OF FERRY STREET (NOW KNOWN AS 3RD STREET) IN THE CITY OF LONGVIEW, WHICH INTERSECTION IS NORTH 50 FEET AND EAST 38.84 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CALIFORNIA WAY AND COLUMBIA WAY (NOW KNOWN AS INDUSTRIAL WAY);
THENCE EAST, FOR A DISTANCE OF 191.35 FEET ALONG THE NORTH LINE OF CALIFORNIA WAY;
THENCE NORTH, FOR A DISTANCE OF 100 FEET;
THENCE WEST, FOR A DISTANCE OF 150 FEET;
THENCE SOUTH 20°38'30" WEST ALONG THE EASTERLY LINE OF FERRY STREET, FOR A DISTANCE OF 110 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY ACQUIRED BY THE CITY OF LONGVIEW IN CONDEMNATION PROCEEDINGS IN COWLITZ COUNTY SUPERIOR COURT CAUSE NO. 36793.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE CITY OF LONGVIEW BY DEED RECORDED UNDER AUDITOR'S FILE NO. 774939.

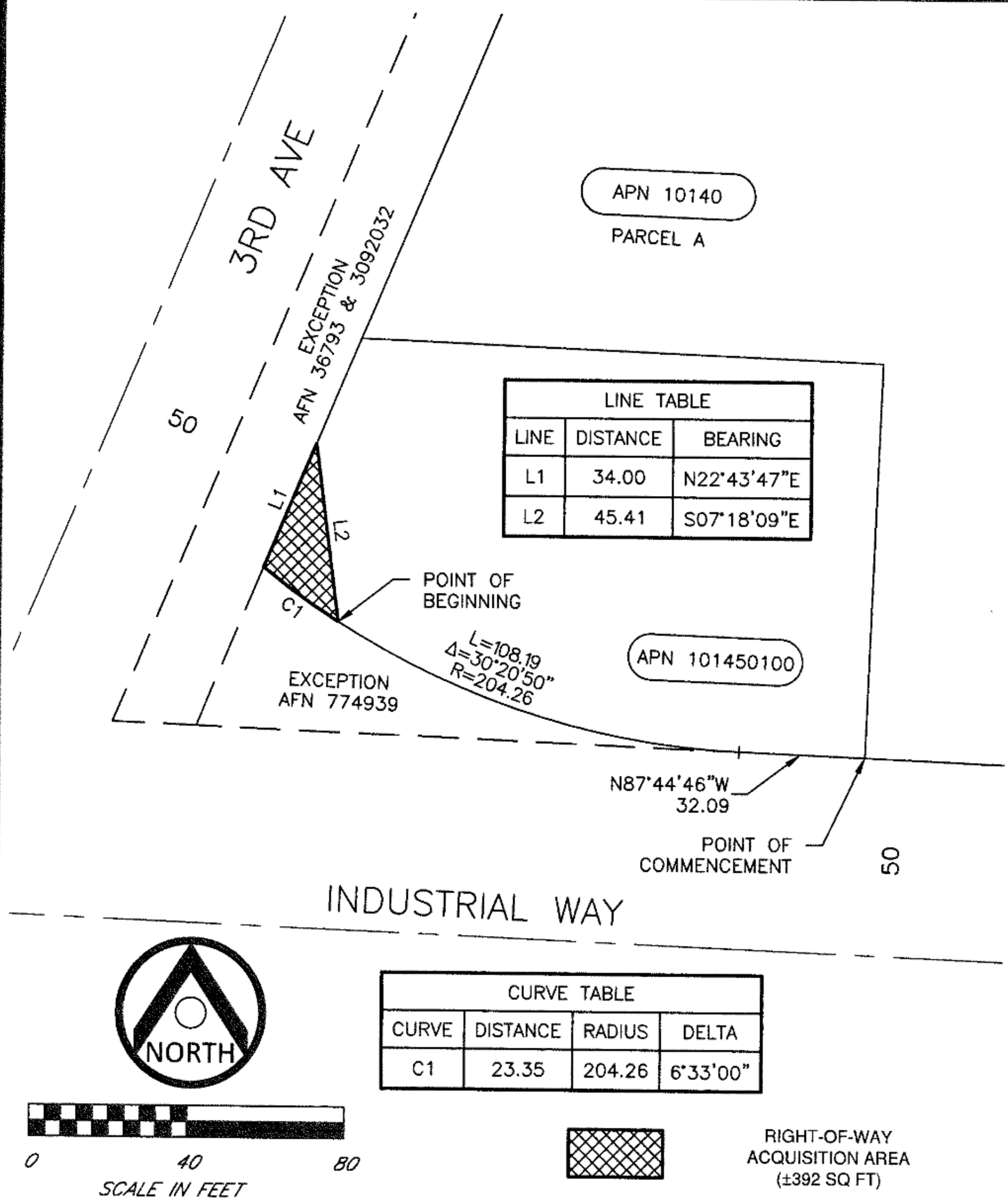
SAID PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY;
THENCE NORTH 87°44'46" WEST 32.09 FEET, ALONG THE SOUTH LINE OF SAID PROPERTY, ALSO BEING THE NORTHERLY RIGHT-OF-WAY MARGIN OF INDUSTRIAL WAY, TO THE BEGINNING OF A 204.26 FOOT RADIUS CURVE TO THE RIGHT;
THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°20'50", AN ARC DISTANCE OF 108.19 FEET, TO THE BEGINNING OF A 204.26 FOOT RADIUS CURVE TO THE RIGHT AND THE **POINT OF BEGINNING**;
THENCE CONTINUING NORTHWESTERLY, ALONG SAID CURVE RIGHT AND SAID RIGHT-OF-WAY MARGIN, THROUGH A CENTRAL ANGLE OF 6°33'00", AN ARC DISTANCE OF 23.35 FEET, TO THE WEST LINE OF SAID PROPERTY, AND THE EASTERLY RIGHT-OF-WAY MARGIN OF 3RD AVENUE;
THENCE NORTH 22°43'47" EAST 34.00 FEET, ALONG THE WEST LINE OF SAID PROPERTY AND SAID EASTERLY RIGHT-OF-WAY MARGIN;
THENCE SOUTH 07°18'09" EAST 45.41 FEET TO THE SOUTH LINE OF SAID PROPERTY AND THE **POINT OF BEGINNING**.

CONTAINING ± 392 SQ. FEET, MORE OR LESS.

DAVID A. PEEBLER
STATE OF WASHINGTON
40021
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/14/2020




| LINE TABLE | | |
|---|---|---|
| LINE | DISTANCE | BEARING |
| L1 | 34.00 | N22°43'47"E |
| L2 | 45.41 | S07°18'09"E |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | DISTANCE | RADIUS | DELTA |
| C1 | 23.35 | 204.26 | 6°33'00" |

CITY OF LONGVIEW
SR 432 STREET IMPROVEMENT PROJECT
RIGHT–OF–WAY ACQUISITION
PARCEL NO. 101450100

DRAWN BY: B. BOWIE DATE: 2–11–2020

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# City of Longview

## Agenda Summary

**CITY COMPOST USAGE PLAN**

**RECOMMENDED ACTION:**
**ADOPT ORDINANCE AT A LATER MEETING**

**COUNCIL INITIATIVE ADDRESSED:**
Address quality of place issues

**CITY ATTORNEY REVIEW: REQUIRED**

**SUMMARY STATEMENT:**
In 2022, the legislature passed the Organics Management Law to reduce methane greenhouse gas emissions created when organic materials, like food and yard waste decompose in a landfill. Specifically, these statutes require cities and counties to adopt compost procurement ordinances (CPO) and to report their compost purchases to Ecology.

**FINANCIAL SUMMARY:**
None

**STAFF CONTACT:**
Ann Rivers, Community Development Director

Attachments: None

# City of Longview

## Agenda Summary

**PROJECT COMPLETION – LONGVIEW LIBRARY EXTERIOR RESTORATION PROJECT**

**RECOMMENDED ACTION:**
**MOTION TO ACCEPT AS COMPLETE THE LONGVIEW LIBRARY EXTERIOR RESTORATION PROJECT**

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**
Address quality of place issues

**CITY ATTORNEY REVIEW: N/A**

**SUMMARY STATEMENT:**
The Longview Library Exterior Restoration project has been completed in accordance with the plans and specifications under Contract No. 21-2377-C entered into between the City of Longview and Garland/DBS, Inc. The City Council must accept the project as complete before final contract closeout can be accomplished.

**STAFF CONTACT:**
Morgan Palmer, Project Engineer

Attachments: None