



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, June 8, 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. Please note - virtual attendees may comment verbally during public hearings only. Virtual attendees may also submit written comments to the Clerk's Office with the heading, "Public Comment for disbursement to the City Council".

<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
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES
23-001203 MAY 25, 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**
14. **CONSENT CALENDAR**

23-001135 APPROVAL OF CLAIMS

23-001219 CONTRACT AWARD – SENIOR CENTER ROOF PROJECT

RECOMMENDED ACTION:

MOTION TO AWARD A CONTRACT TO GARLAND / DBS INC., IN THE AMOUNT OF \$349,094.32

23-001220 CONTRACT AWARD – VANDERCOOK PARK RESTROOM (BUILDING ONLY)

RECOMMENDED ACTION:

MOTION TO AWARD A CONTRACT TO ROMTEC INC., IN THE AMOUNT OF \$194,815.05

23-001221 SET PUBLIC HEARING – LID #352, BEECH STREET IMPROVEMENTS FROM OREGON WAY TO CALIFORNIA WAY

RECOMMENDED ACTION:

SET PUBLIC HEARING FOR THE CITY COUNCIL ON JULY 11, 2023, TO CONSIDER THE FINAL ASSESSMENT ROLL FOR L.I.D. #352

23-001222 SET PUBLIC HEARING - HOME, CDBG, AND DOCUMENT RECORDING FEE ALLOCATIONS

RECOMMENDED ACTION:

SET PUBLIC HEARING FOR THE CITY COUNCIL FOR JULY, 11 2023 TO CONSIDER PROPOSALS AND ALLOCATE FUNDING TO PROJECTS

23-001223 BID REVIEW – 2023 ANNUAL CURED-IN-PLACE PIPE (CIPP) LINERS

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO INSITUFORM TECHNOLOGIES, LLC, IN THE AMOUNT OF \$721,318.55

23-001210 IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT 2023 - 2024

RECOMMENDED ACTION:

APPROVAL OF THE IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT FOR 2023 - 2024

23-001227 LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA) COLLECTIVE BARGAINING AGREEMENT 2023 - 2025

RECOMMENDED ACTION:

**APPROVAL OF THE LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA)
COLLECTIVE BARGAINING AGREEMENT FOR 2023 - 2025**

**23-001240 ORDINANCE NO. 3487 - AMENDING LMC 19.78.060 REGARDING HARD SURFACE
REQUIREMENTS**

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3487

15. CITY MANAGER'S REPORT

23-001224 RESTORATION OF THE MONTICELLO CONVENTION SITE

RECOMMENDED ACTION:

MOTION TO APPROVE THE DONOR TO COMMENCE THE 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, JUNE 22, 2023 – 6:00 P.M.

TUESDAY, JULY 11, 2023 – 6:00 P.M.

NEXT REGULAR WORKSHOP:

NEXT SPECIAL COUNCIL WORKSHOP:



City of Longview

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

Minutes

City Council

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

Thursday, May 25, 2023

5:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will begin their regular meeting in the Longview City Hall Training Room, 1525 Broadway, Longview, on Thursday, May 25, 2023 at a special start time of 5:00 p.m.

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. Please note - virtual attendees may comment verbally during public hearings only. Virtual attendees may also submit written comments to the Clerk's Office with the heading, "Public Comment for disbursement to the City Council".

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1-646-876-9923

Webinar ID: 823 9413 2374

1. **CALL TO ORDER**
Mayor Wallis called the meeting to order at 5:00 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 Boudreau, Councilmember Ortiz

Absent: Councilmember Strobel

Staff Present: Assistant City Manager Ann Rivers, City Attorney Jim McNamara, City Clerk Tiffany Ostreim, Deputy City Clerk Elizabeth Halili, Public Works Director Ken Hash, Parks & Recreation Director Jen Wills, Police Chief Robert Huhta, Assistant Public Works Director Chris Collins, Parks and Urban Forestry Manager Joanna Martin, Recreation Manager Justin Brown, Parks Coordinator Steve Plampin, Admin Assistant Melissa Harbour, Parks Coordinator Karolyn Williquette, Legal Tech Claudio Perissinotto, Recreation Specialist Alissa Manno, Recreation Specialist Michelle Aldrich

Other attendees included the Park Board Members - Rayleen Aguirre, Claire Pang, Glenda Johnson, Oliver Black.

4. WORKSHOP**23-001045 PARKS AND RECREATION COMPREHENSIVE PLAN
(TIME ESTIMATE 2 HOURS - 5:00 P.M. - 7:00 P.M.)**

City Council members attended the Parks and Recreation Community Forum starting at 5:00 p.m.

City Council convened as a whole at 6:00 p.m. for the Parks and Recreation Workshop on their Comprehensive Plan.

Parks and Recreation Director Jennifer Wills made the presentation.

The council discussed the presentation and discussed items that came out in the community forum.

A citizen, name unstated, provided public comment.

Rayleen Aguirre provided public comment.

Jason Still provided public comment.

A citizen, name unstated, provided public comment.

A citizen, name unstated, provided public comment.

A citizen, name unstated, provided public comment.

A citizen, name unstated, provided public comment.

A citizen, name unstated, provided public comment.

The workshop concluded and Mayor Wallis recessed the meeting at 7:00 p.m.

Mayor Wallis resumed the meeting in the Council Chambers at 7:10 p.m.

5. APPROVAL OF MINUTES**23-001200 MAY 11, 2023 REGULAR MEETING MINUTES**

Councilmember Kendall requested a correction of the minutes to reflect concurrence of council for a staff report, not a workshop, on the Multi-Family Tax Exemption (MFTE) and Tax Increment Financing (TIF) tools.

A motion was made by Councilmember Kendall, seconded by Councilmember Boudreau, to approve the May 11, 2023 Regular Meeting Minutes as corrected. The motion carried unanimously.

6. CHANGES TO THE AGENDA**7. PRESENTATIONS & AWARDS**

23-001202 RECOGNITION OF ASSISTANT CITY ATTORNEY STEPHEN SHUMAN

City Attorney Jim McNamara recognized Assistant City Attorney Stephen Shuman for his 30 years of service to the city. Mayor Wallis presented a certificate to Stephen Shuman.

8. CONSTITUENTS' COMMENTS (Thirty Minutes)

*Mike Pederson provided public comment.
Bill Kasch provided public comment.
Loretta Morgan provided public comment.
Ray Van Tongeren provided public comment.
Randy Knox provided public comment.
Colby Conerly provided public comment.
Shannon Gilman provided public comment.
Derek Fine provided public comment.
Laretta Richards provided public comment.
Rayleen Aguirre provided public comment.
Chuck Wallace, provided public comment.
Devin Henthorn provided public comment.
Jason Still provided public comment.*

9. PUBLIC HEARINGS**23-001184 PUBLIC HEARING – AMEND THE 2023 - 2028 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)****RECOMMENDED ACTION:****CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT RESOLUTION NO. 2451.**

*Mayor Wallis opened the public hearing at 7:45 p.m.
Public Works Director Ken Hash explained the six-year transportation improvement plan.
Jason Still provided public comment.
Mayor Wallis closed the public hearing at 7:49 p.m.*

A motion was made by Councilmember Wallin, seconded by Councilmember Boudreau, to adopt Resolution No. 2451. The motion carried unanimously.

10. BOARD & COMMISSION RECOMMENDATIONS**23-001198 HARD SURFACE REQUIREMENTS (19.78.060) CODE REVISION****RECOMMENDED ACTION:****MOTION TO DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE ACCEPTING THE PROPOSED CODE REVISION**

*Community Development Planner Mac Kosar, made the presentation. Planning Commission recommends approval.
Jason Still provided public comment.*

A motion was made by Councilmember Kendall, seconded by Councilmember Wean, to direct the City Attorney to prepare an ordinance accepting the proposed code revision. The motion carried unanimously.

23-001197 ZONING CODE CHANGES TO INDUSTRIAL ZONING DISTRICTS (19.58)**RECOMMENDED ACTION:**

MOTION TO DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE ACCEPTING THE PROPOSED CODE REVISION

Community Development Planner Mac Kosar, made the presentation. Planning Commission recommends approval.

Jason Still provided public comment.

A citizen, unnamed, provided public comment.

Colby Conerly provided public comment.

A motion was made by Councilmember Kendall, seconded by Councilmember Boudreau, to direct the City Attorney to prepare an ordinance accepting the proposed code revision.

Council discussed the need for clarification from the Planning Commission.

Councilmember Boudreau rescinded his second.

A motion was made by Councilmember Boudreau, seconded by Councilmember Kendall to refer back to the Planning Commission for further consideration and separate cryptocurrency mining and data centers.

Eric Halvorson provided public comment.

Jason Still provided public comment.

The motion carried unanimously.

11. ORDINANCES & RESOLUTIONS**23-001201 ORDINANCE NO. 3486 BLAKE FIX****RECOMMENDED ACTION:****MOTION TO ADOPT ORDINANCE NO. 3486**

Police Chief Robert Huhta provided a brief history and presentation. Legislation passed SB5536 effective July 1, but did not repeal the section of two referrals. This ordinance is a stop gap. We have suffered way too long because of the drug law last passed in 2021. If the Legislature would have fixed, we would not be in the place we are in local communities throughout the state. Highly recommends passage of this ordinance so our community can begin to recover from the drug problem. Need an option for law enforcement to have some teeth in the drug problem. This will allow Police to make an arrest without referrals under state law.

A motion was made by Councilmember Wallin, seconded by Councilmember Wean, to adopt Ordinance No. 3486.

Larry Crosby provided public comment.

Mike Pederson provided public comment.

Jason Still provided public comment.

Shannon Gilman provided public comment.

The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Wallis gave a report.

13. COUNCILMEMBERS' REPORTS

Councilmember Wean provided a report.

Councilmember Boudreau provided a report.

Councilmember Kendall provided a report.

Councilmember Ortiz provided a report.

14. CONSENT CALENDAR

A motion was made by Councilmember Wallin, seconded by Councilmember Boudreau to remove Ordinance No. 3483. The motion carried unanimously.

A motion was made by Councilmember Wean, seconded by Councilmember Boudreau to remove Ordinance No. 3482. The motion carried unanimously.

A motion was made by Councilmember Boudreau, seconded by Councilmember Kendall to approve the Consent agenda as amended.

Rayleen Aguirre provided public comment.

The motion carried unanimously.

23-001134 APPROVAL OF CLAIMS

23-001195 SET PUBLIC HEARING – 2024-2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

MOTION TO SET THE CITY COUNCIL MEETING ON JUNE 22, 2023, AS THE DATE AND TIME FOR A PUBLIC HEARING ON THE 2024-2029 SIX-YEAR TIP/POP

23-001188 ORDINANCE NO. 3482 - UPDATING AND AMENDING INTERNATIONAL FIRE CODE, CHAPTER 18.10, OF THE LONGVIEW MUNICIPAL CODE

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3482 AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER JULY 1, 2023

23-001189 ORDINANCE NO. 3483 - ADOPTING THE 2021 STATE BUILDING CODES

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3483 ADOPTING CHAPTERS 51-11c, 51-11r, 51-50, 51-51, 51-52, 51-56 AND 51-57 OF THE WASHINGTON ADMINISTRATIVE CODE AS AMENDED AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER JULY 1, 2023

23-001199 ORDINANCE NO. 3484 AND ORDINANCE NO. 3485 FOR ANNEXATION - 4504 OCEAN BEACH HWY

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3484 AND ORDINANCE NO. 3485

15. CITY MANAGER'S REPORT

23-001185 INDIAN CREEK AND BEECH STREET - UPDATE

RECOMMENDED ACTION:

DIRECTION TO STAFF

Public Works Director Ken Hash presented an update on Indian Creek culvert.

Council concurred for Public Works to research any grant opportunities and prepare the property for sale in the future.

Public Works Director Ken Hash presented an update on Beech Street - Plan C with a dry creek bed. The box culvert is failing and something has to be done.

Council discussed the presentation.

Shannon Gillman provided public comment.

Jason Still provided public comment.

Council concurred for Public Works to apply for ecology and TIB grants, conduct community outreach and research maintenance costs. Next steps will be brought back after further research.

23-001186 PUBLIC WORKS DEVELOPMENT FEES – FOLLOW-UP DISCUSSION

RECOMMENDED ACTION:
DISCUSSION ONLY

Public Works Director Ken Hash gave an update on water and sewer fees.

23-001187 NEW SIDEWALK PRIORITIZATION - REPORT

RECOMMENDED ACTION:
DISCUSSION ONLY

Public Works Director Ken Hash gave an update on grant eligible streets with no sidewalks or with partial sidewalks and explained sidewalk prioritization guidelines.

Assistant City Manager Ann Rivers reminded the council and public the city council's meetings are the 2nd and 4th Tuesdays during the months of July and August. Also gave a monthly report on Hope Village.

16. MISCELLANEOUS

17. EXECUTIVE SESSION

18. ADJOURNMENT

The meeting was adjourned at 10:01 p.m.

Tiffany Ostreim
City Clerk

Approved: _____
Mayor

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NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, JUNE 8, 2023 – 6:00 P.M.

THURSDAY, JUNE 22, 2023 – 6:00 P.M.

NEXT REGULAR WORKSHOP:

NEXT SPECIAL COUNCIL WORKSHOP:

FRIDAY, JUNE 30, 2023 - 9:00 A.M - STRATEGIC AND OPERATIONAL PLANNING



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 MAY 2023 ACCOUNTS PAYABLE: \$3,564,031.27

SECOND HALF MAY 2023 PAYROLL:

\$403,608.54, checks
\$954,239.54, direct deposits
\$911,083.32, wire transfers
\$2,268,931.40 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

CONTRACT AWARD – SENIOR CENTER ROOF PROJECT

RECOMMENDED ACTION:

MOTION TO AWARD A CONTRACT TO GARLAND / DBS INC., IN THE AMOUNT OF \$349,094.32

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues

SUMMARY STATEMENT:

The City desires to restore the Senior Center Roof. Entering into a contract with Garland / DBS Inc. would expedite completing our current project, saving the time and expense of bidding the project and improve the likelihood the project will be completed as soon as possible, and would take advantage of volume discount pricing and national economies of scale established in the cooperative purchasing contract.

RCW 39.34 allows cooperative purchasing agreements between public agencies to provide opportunities for quantity discounts and improved efficiency to purchase goods and services. The Cooperative Purchasing Network OMNIA Partners is a national organization of state and local agencies participating in cooperative purchasing. One of those participating agencies, Racine County in Racine, Wisconsin, conducted a nationwide solicitation for roofing and waterproofing supplies/services on behalf of OMNIA Partners. As a result of that solicitation, Racine County contracted with Garland / DBS Inc. for those products and services.

The City of Longview holds a membership with OMNIA Partners for cooperative purchasing services. That membership allows the City to utilize OMNIA's cooperative partners to obtain construction services to restore the City properties, saving the time and expense of bidding the project, and improving the likelihood of completing the project as soon as possible.

The Senior Center Roof Project will include replacing the roof, insulation, skylights, and metal flashing to bring the building roof up to current Building code/standards. Garland / DBS Inc. worked with staff to develop the scope of work and specifications for the project.

FINANCIAL SUMMARY:

Senior Center Roof project is funded in part by a Washington State Department of Commerce Grant and in part by the Capital Project Fund.

STAFF CONTACT:

Morgan Palmer, Project Engineer

Attachments: None



City of Longview

Agenda Summary

CONTRACT AWARD – VANDERCOOK PARK RESTROOM (BUILDING ONLY)

RECOMMENDED ACTION:

MOTION TO AWARD A CONTRACT TO ROMTEC INC., IN THE AMOUNT OF \$194,815.05

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues

SUMMARY STATEMENT:

The City desires to construct a restroom at Vandercook Park. Entering into this contract with Romtec Inc. would procure a pre-manufactured 'Portland Loo' style vandalism and illicit activity-detering restroom structure. This contract will not provide utilities to the site; that work will be covered under a separate contract that has yet to be issued.

RCW 39.34 allows cooperative purchasing agreements between public agencies to provide opportunities for quantity discounts and improved efficiency to purchase goods and services. Sourcewell is a national organization of state and local agencies participating in cooperative purchasing. The Sourcewell procurement of these restroom structures has been recognized by Washington State Department of Enterprise Services under DES Master Contract 02620. Use of DES Master Contracts has been previously authorized by DES Agreement K1822; signed 5-29-13 by City Manager Robert Gregory and effective through 10-15-2025.

The Vandercook Park Restroom Building will construct a single-occupancy pre-manufactured restroom, made of coated stainless steel and designed for limited user occupancy time, easy maintenance and durability. In overall style, utility and appearance, this structure is functionally equal to the Portland Loo, which is a proprietary structure and not eligible for Master Contract procurement.

FINANCIAL SUMMARY:

Vandercook Park Restroom is funded in part by a Washington State Department of Commerce Grant and in part by the Capital Project Fund.

STAFF CONTACT:

Will Hoskins, Project Engineer

Attachments: None



City of Longview

Agenda Summary

SET PUBLIC HEARING – LID #352, BEECH STREET IMPROVEMENTS FROM OREGON WAY TO CALIFORNIA WAY

RECOMMENDED ACTION:

SET PUBLIC HEARING FOR THE CITY COUNCIL ON JULY 11, 2023, TO CONSIDER THE FINAL ASSESSMENT ROLL FOR L.I.D. #352

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation system,
Enhance public safety & emergency response
Strengthen economic conditions & create new opportunities.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

On August 9, 2018, the City Council adopted Ordinance No. 3386 establishing Local Improvement District No. 352 for the purpose of constructing a new roadway on Beech Street from Oregon Way to California Way. The L.I.D. improvements have been constructed, certified complete by the City Engineer, and accepted by the City Council. It is now time to hold a public hearing to adopt the final assessment roll to pay for the actual costs of the improvements. Staff recommends that a public hearing be set for July 11, 2023, to consider the final assessment roll for L.I.D. No. 352. The proposed final assessment roll totals \$605,000, a decrease of \$3,094,232 less than the preliminary assessment roll of \$3,699,232.

STAFF CONTACT:

Sam Barham, Project Engineer

Attachments:

1. Final Assessment Roll LID 352 - KH
2. LID 352 Certification_signed

CITY OF LONGVIEW
ENGINEERING DIVISION

BEECH STREET IMPROVEMENTS
LOCAL IMPROVEMENT DISTRICT NO. 352
FINAL ASSESSMENT ROLL

NAME/ADDRESS*	SITE ADDRESS	LEGAL DESCRIPTION**	ASSESSMENT
AMERCO REAL ESTATE COMPANY C/O U-HAUL TAX DEPARTMENT PO BOX 29046 PHOENIX, AZ 85038-9046	364 OREGON WAY	PARCEL NO. 08486 AP 5 LOT:47 DESC: EXC TR 47A FEE 436425	\$464.12
	364 OREGON WAY	PARCEL NO. 08488 AP 5 LOT:48	\$457.94
AMERCO REAL ESTATE COMPANY PO BOX 29046 PHOENIX, AZ 85038-9046	VACANT	PARCEL NO. 08489 AP 5 LOT:49	\$686.90
AREC 3 LLC C/O U-HAUL TAX DEPARTMENT PO BOX 29046 PHOENIX, AZ 85038-9046	1437 BEECH ST	PARCEL NO. 08490 AP 5 LOT:50	\$686.90
RODEN BRIAN E / AMY L 2900 LYNN PL LONGVIEW, WA 98632	1405 BEECH ST	PARCEL NO. 0848502 AP 5 LOT:46A DESC: EXC TR 46A1 FEE 795906	\$459.77
CALIFORNIA WAY PROPERTIES LLC PO BOX 577 LONGVIEW, WA 98632	909 CALIFORNIA WAY	PARCEL NO. 08435 AP 5 LOT:4 DESC: EXC NWLY 100 FT FEE 605651, 610583	\$10,455.18
KIP PROPERTIES PO BOX 1126 LONGVIEW, WA 98632	VACANT	PARCEL NO. 08462 AP 5 BSP01082 TR B	\$2,702.19
	1030 ALASKA ST	PARCEL NO. 084620105 AP 5 BSP01082 LOT 5	\$23,395.50
	1000 ALASKA ST	PARCEL NO. 084620106 AP 5 BSP01082 LOT 6	\$19,908.64
	910 ALASKA ST	PARCEL NO. 084620107 AP 5 BSP01082 LOT 7	\$17,239.08
	1021 ALASKA ST	PARCEL NO. 084620113 AP 5 BSP01082 LOT 13	\$56,482.14
	901 ALASKA ST	PARCEL NO. 084620114 AP 5 BSP01082 LOT 13A	\$2,143.38
WRSCO INC PO BOX 1126 LONGVIEW, WA 98632	1330 ALASKA ST	PARCEL NO. 084620100 AP 5 BSP01082 LOT 1	\$17,287.34
	1220 ALASKA ST	PARCEL NO. 084620101 AP 5 BSP01082 LOT 2	\$28,714.29
	1110 ALASKA ST	PARCEL NO. 084620102 AP 5 BSP01082 LOT 3	\$30,507.34
	1115 BEECH ST	PARCEL NO. 084620103 AP 5 BSP01082 LOT 4	\$15,834.85
	1125 BEECH ST	PARCEL NO. 084620104 AP 5 BSP01082 LOT 4A	\$1,998.02
	1335 ALASKA ST	PARCEL NO. 084620108 AP 5 BSP01082 LOT 8	\$20,438.53
	1305 ALASKA ST	PARCEL NO. 084620109 AP 5 BSP01082 LOT 9	\$20,458.85
	1225 ALASKA ST	PARCEL NO. 084620110 AP 5 BSP01082 LOT 10	\$20,670.84

CITY OF LONGVIEW
ENGINEERING DIVISION

BEECH STREET IMPROVEMENTS
LOCAL IMPROVEMENT DISTRICT NO. 352
FINAL ASSESSMENT ROLL

NAME/ADDRESS*	SITE ADDRESS	LEGAL DESCRIPTION**	ASSESSMENT
WRSCO INC PO BOX 1126 LONGVIEW, WA 98632	1205 ALASKA ST	PARCEL NO. 084620111 AP 5 BSP01082 LOT 11	\$44,293.58
	1105 ALASKA ST	PARCEL NO. 084620112 AP 5 BSP01082 LOT 12	\$66,640.64
	VACANT	PARCEL NO. 084620116 AP 5 BSP01082 TR A	\$2,226.03
LEE MARK/KIMBERLY S 20015 SE 42ND ST. CAMAS, WA 98607	901 ALASKA ST	PARCEL NO. 084620115 AP 5 BSP01082 LOT 14	\$5,898.31
RIVERS EDGE PARK LLC 18150 SW BOONES FERRY RD PORTLAND, OR 97224	609 CALIFORNIA WAY	PARCEL NO. 08442 AP 5 LOT:11	\$3,483.00
	605 CALIFORNIA WAY	PARCEL NO. 08443 AP 5 LOT:12	\$7,370.44
FOUCH STANLEY ETAL 144 ELK RIDGE DR LONGVIEW, WA 98632	851 CALIFORNIA WAY	PARCEL NO. 08438 AP 5 LOT:5,6,7	\$13,208.41
HUNZIKER FAMILY PROPERTIES LLC 641 CALIFORNIA WAY LONGVIEW, WA 98632	VACANT	PARCEL NO. 08447 AP 5 LOT:15	\$3,730.57
	VACANT	PARCEL NO. 107660100 LONGVIEW OUTLOT BLK: LVOL LOT:649 DESC: FKA AP 5 TR 16A	\$4,159.11
	641 CALIFORNIA WAY	PARCEL NO. 08448 AP 5 LOT:16	\$2,795.08
JAKERS PROPERTIES LLC 333 RANCH ROAD KELSO, WA 98626	645 CALIFORNIA WAY	PARCEL NO. 08449 AP 5 LOT:17 DESC: EXC LOT 17A FEE 3578898 INCL BLA FEES 3629441, 3629445, 3629446 INCL PTN VAC ROW	\$17,096.26
JVV INVESTMENTS LLC 14900 NE 15TH AVE VANCOUVER, WA 98685-1419	1345 BEECH ST	PARCEL NO. 08452 AP 5 LOT:21 DESC: EXC 21A,21B,21C	\$35,539.87
MALLARD INVESTMENTS LLC PO BOX 69 LONGVIEW, WA 98632	416 OREGON WAY	PARCEL NO. 02167 CENTRAL MFG DIST 2 BLK:22 LOT:17	\$422.36
	VACANT	PARCEL NO. 02166 CENTRAL MFG DIST 2 BLK:22 LOT:16	\$304.27
MAYEDA PROPERTIES LLC 700 COLORADO ST KELSO, WA 98626	1221 BALTIMORE ST	PARCEL NO. 0845705 AP 5 LOT:22D, LOT:22F	\$14,058.25
	1221 BALTIMORE ST	PARCEL NO. 0845901 AP 5 LOT:24A DESC: ELY 175 FT OR TR 25 INCL FEE 941118061	\$1,961.92
	1215 BALTIMORE ST	PARCEL NO. 0845801 AP 5 LOT:23A	\$1,109.22

CITY OF LONGVIEW
ENGINEERING DIVISION

BEECH STREET IMPROVEMENTS
LOCAL IMPROVEMENT DISTRICT NO. 352
FINAL ASSESSMENT ROLL

NAME/ADDRESS*	SITE ADDRESS	LEGAL DESCRIPTION**	ASSESSMENT
MARSTON HAULERS LLC 425 14TH AVE LONGVIEW, WA 98632	425 14TH AVE	PARCEL NO. 0216301 CENTRAL MFG DIST 2 BLK:22 LOT:8 DESC: EXC N 7.5 FT EXC LOT 9 FEE 800903027	\$340.36
	415 14TH AVE	PARCEL NO. 0216302 CENTRAL MFG DIST 2 BLK:22 LOT:9	\$289.24
PARK PLAZA ESTATES LLC 39 WOODLAND AVE SAN FRANCISCO, CA 94117	1345 BALTIMORE ST	PARCEL NO. 0845701 AP 5 LOT:22B, LOT:22C, DESC: TR 22B, 22C, 24B, 24C	\$37,552.02
PETERSON MACHINERY CO ATTN: PROPERTY TAX DEPT 955 MARINA BLVD SAN LEANDRO, CA 94577-3440	1205 BALTIMORE ST	PARCEL NO. 08458 AP 5 LOT:23 DESC: EXC TR 23A FEE 621783	\$3,355.91
	VACANT	PARCEL NO. 084560200 AP 5 LOT:22A-1, LOT:22E-1	\$1,046.58
PETERSON WILLIAM C ETAL C/O PETERSON MANUFACTURING CO PO BOX 577 LONGVIEW, WA 98632	VACANT	PARCEL NO. 0845601 AP 5 LOT:22E DESC: EXC TR 22E-1 FEE 3126340	\$2,788.03
	1005 CALIFORNIA WAY	PARCEL NO. 08457 AP 5 LOT:22A DESC: EXC TR 22A-1 FEE 3126340	\$6,136.70
RODEN BRIAN BEECH STREET PROPERTY LLC 2931 LYNN PL LONGVIEW, WA 98632	1423 BEECH ST	PARCEL NO. 08491 AP 5 LOT:51	\$1,475.57
RODEN BRIAN L 2931 LYNN PL LONGVIEW, WA 98632	VACANT	PARCEL NO. 0848502 AP 5 LOT:46A-1	\$484.68
TRASS JEFF/SHELLY TRUST TRASS JEFFREY T/SHELLEY L TRUSTEES 28820 GRANDVIEW DR RAINIER, OR 97048	VACANT	PARCEL NO. 08446 AP 5 LOT:14	\$4,966.06
	VACANT	PARCEL NO. 08445 AP 5 LOT:13	\$11,491.45
	643 CALIFORNIA WAY	PARCEL NO. 08440 AP 5 LOT:9 INC BLA FEES 3629443, 3629447 INC PTN VAC ROW ORD 3401 FEE 3629440	\$6,135.97
	VACANT	PARCEL NO. 08441 AP 5 LOT:10	\$713.28
U-HAUL INTERNATIONAL ATTN REAL PROPERTY TAX DEPT PO BOX 29046 PHOENIX, AZ 85038	364 OREGON WAY	PARCEL NO. 08484 AP 5 LOT:46 DESC: EXC TR 46B FEE 666578	\$2,785.71

CITY OF LONGVIEW
ENGINEERING DIVISION

BEECH STREET IMPROVEMENTS
LOCAL IMPROVEMENT DISTRICT NO. 352
FINAL ASSESSMENT ROLL

NAME/ADDRESS*	SITE ADDRESS	LEGAL DESCRIPTION**	ASSESSMENT
SMITH HOWARD LEE 231 WASHBURN RD KELSO, WA 98626	1428 BEECH ST	PARCEL NO. 0216502 CENTRAL MFG DIST 2 BLK:22 LOT:14A, LOT:15A DESC: SLY 115 FT LOT 14,15	\$468.11
	VACANT	PARCEL NO. 02165 CENTRAL MFG DIST 2 BLK:22 LOT:12, 13 DESC: EXC N 7.5 FT EXC LOT 14A, 15A OWNERS SEG 205	\$987.11
	VACANT	PARCEL NO. 0216401 CENTRAL MFG DIST 2 BLK:22 LOT:11 DESC: EXC N 7.5 FT LOT 11	\$493.55
	1404 BEECH ST	PARCEL NO. 02164 CENTRAL MFG DIST 2 BLK:22 LOT:10	\$392.89
WIGGINS INVESTMENT GROUP LLC PO BOX 722 LONGVIEW, WA 98632-7464	1331 BALTIMORE ST	PARCEL NO. 08459 AP 5 LOT:24 DESC: EXC ELY 175 FT EXC TR 24B FEE 640901 EXC TR 24C FEE 640903 EXC FEE 941118061	\$3,104.56
	VACANT	PARCEL NO. 08456 AP 5 LOT:22 DESC: EXC TR 22A FEE 534338 EXC TR 2B FEE 640902 EXC TR 22C FEE 640903 EXC TR 22D FEE 657260 EXC TR 22E OWNER SEG 202 EXC TR 22F FEE 941118061	\$4,703.10
TOTAL FINAL ASSESSMENT ROLL			\$605,000.00

*Verified Property Ownerships 5/8/2023

** ABBREVIATED PROPERTY REFERENCE PER COWLITZ COUNTY ASSESSOR'S PARCEL SEARCH ONLINE



CERTIFICATE
Final Assessment Roll

Kristina K. Swanson
City Manager
City of Longview
Longview, WA 98632

SUBJECT: L.I.D. #352, Beech Street Improvements from Oregon Way to California Way

Dear Ms. Swanson:

I, Karl Enyeart, City Engineer, hereby certify that the attached is the Final Assessment Roll for Local Improvement District #352 of the City of Longview (under Ordinance No. 3386) and is filed with the City Clerk on this 31st day of May, 2023, pursuant to law and the Ordinances of the City of Longview; that the actual cost of the construction of a new roadway on Beech Street from Oregon Way to California Way, assigned to the L.I.D. amounted to Six hundred & five thousand and 00/100 dollars (\$605,000.00); that the Final Assessment Roll for said street improvements is based on the actual costs assigned to the L.I.D. and made in accordance therewith; that there appears therein the names of the owners, as shown by the records of the Cowlitz County Treasurer, and the description of each lot assessed.

I further certify that the Final Assessment Roll is correct.

Dated: May 31, 2023

CITY OF LONGVIEW

A handwritten signature in blue ink, appearing to read "Karl Enyeart".

Karl Enyeart, P.E.
City Engineer



City of Longview

Agenda Summary

SET PUBLIC HEARING - HOME, CDBG, AND DOCUMENT RECORDING FEE ALLOCATIONS

RECOMMENDED ACTION:

SET PUBLIC HEARING FOR THE CITY COUNCIL FOR JULY, 11 2023 TO CONSIDER PROPOSALS AND ALLOCATE FUNDING TO PROJECTS

COUNCIL INITIATIVE ADDRESSED:

Preserve and Enhance Neighborhoods

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

On February 27th the Longview/Kelso consortium was informed of this year's funding allocations from the United States Department of Housing and Urban Development. The City of Longview released a request for proposals for projects that want to acquire funding from these programs. The applications will be reviewed, and the Community Development staff will make recommendations to City Council for funding. The staff recommends a hearing for public comment before funding allocations are made.

FINANCIAL SUMMARY:

The Longview-Kelso HOME Consortium has received an allocation of the HOME Investment Partnership Program for 2023 in the amount of \$373,155 from the U.S. Department of Housing and Urban Development (HUD). The HUD Office of Block Grant Assistance has also allocated \$298,619 for the Community Development Block Grant Program. Selected proposals will be included in the City's Annual Action Plan submission to HUD.

STAFF CONTACT:

Kenny Robinson, Program Coordination Specialist

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – 2023 ANNUAL CURED-IN-PLACE PIPE (CIPP) LINERS

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO INSITUFORM TECHNOLOGIES, LLC, IN THE AMOUNT OF \$721,318.55

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality & environmental infrastructure

SUMMARY STATEMENT:

This project provides for the rehabilitation of approximately 3000 linear feet of 8", 10", 12", 15" and 18" sanitary sewer main by installation of a Cured-in-Place Pipe (CIPP), epoxy coat 23 existing manholes, sewer by-pass pumping, and traffic control.

On May 31, 2023, 3 bids were received as follows:

\$ 721,318.55 – Insituform Technologies, LLC, Chesterfield, MO

\$ 873,336.30 – Iron Horse, LLC, Fairview, OR

\$1,025,497.96 – Allied Trenchless, Wenatchee, WA

\$750,000.00 - Engineer's Estimate

All bids received were determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Sewer Construction Funds.

STAFF CONTACT:

Ivona Kininmonth, Project Engineer

Attachments: None



City of Longview

Agenda Summary

IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT 2023 - 2024

RECOMMENDED ACTION:

APPROVAL OF THE IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT FOR 2023 - 2024

DATE: June 8, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On May 15, 2023 the International Association of Fire Fighters Local 3375, comprised of battalion chiefs and the Fire Marshal, and the City reached Tentative Agreement on a 2023-2024 Collective Bargaining Agreement. Multiple articles in the contract were opened for review and some language changes to clarify/improve the contract were made.

Local 3375 notified the City of its 5 member ratification on May 17, 2023. The contract provides for a wage increase as follows:

Effective January 1, 2023: A general wage increase of 6%

Effective January 1, 2024: A general wage increase of 100% of the Seattle-Tacoma-Bellevue Consumer Prices Index (CPI-W) unadjusted from June 2022 to June 2023 with a minimum of 3% and a maximum of 4%.

Additionally, all Local 3375 members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 10% employee contribution of the co-insurance. Members who opt-out of City paid medical insurance will receive \$750 per month to a personal VEBA account. Dental plans remain at 100% employer paid.

RECOMMENDED ACTION:

Approval of the IAFF Local 3375 Collective Bargaining Agreement for 2023-2024

STAFF CONTACT:

Human Resource Director Sabrina Fraidenburg

Attachments:

1. 3375 Collective Bargaining Agreement CBA 2023-2024

Collective Bargaining Agreement

Between

City of Longview



and



**IAFF Local 3375
Longview Chief Officers**

Effective
January 1, 2023 through December 31, 2024

Preamble

Section 1. Pursuant to RCW 41.56, this Agreement is between the City of Longview (hereinafter called "Employer") and Longview Chief Officers, International Association of Fire Fighters Local 3375 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties regarding wages, hours and conditions of employment. The Employer recognizes the Union as the exclusive bargaining agent for the following full-time command staff positions in the Fire Department: Battalion Chief and Fire Marshal. Upon establishment of any new classification, and when the Union and the Employer cannot mutually agree if that position should be included within the bargaining unit, then either party may request a unit clarification from the Public Employment Relations Commission.

It is the purpose of this agreement to achieve, maintain, and support harmonious labor relations between the parties. It is also intended to provide a means to handle labor relations functions, disputes, agreements, and routine business in a professional manner. With this in mind, both parties commit to working together on labor relations issues in an environment of mutual respect, communication, and candor.

Article 1: Management Rights

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. Nothing in this Article shall have the effect of nullifying other sections of this Agreement. Changes affecting wages, hours and working conditions, except as specifically addressed or outlined in this agreement, shall be made in accordance to RCW 41.56.

Section 2. The direction of its working force and operations are vested exclusively in the Employer. This shall include the right to operate and manage all scheduling/staffing, facilities and equipment; to determine the methods, means, number of personnel needed to carry out the department's mission; to plan, direct, control and determine the operations or services to be conducted by the department; to determine the utilization of technology; to contract for goods and services not presently performed by members of the bargaining unit (except temporarily to meet unforeseen emergencies); to hire promote, transfer, assign, retain and layoff employees; promulgate rules and regulation; suspend, demote or discharge employees; to maintain the efficiency of the operation entrusted to the City Employer; and to determine the manner in which such operations are to be conducted. The administration of the above conditions shall be consistent with the Civil Service Rules and Policies and Regulations of the City.

Article 2: Union Security

Section 1. The parties agree that it is not a condition of employment to be a member of the Union, based on the Supreme Court of the United States ruling in Janus v. AFSCME of 2018. However, in order to preserve solidarity, employee benefits, and job security, the Union encourages all eligible employees to become and remain a member in good standing of the union. The City, while having to remain neutral in regard to membership, recognizes the Union as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in RCW 41.56.

Section 2. Union Membership: Employees desiring to become a member of the Union shall advise the City with an “Opt-In” letter provided by the Union. The “Opt-In” letter shall authorize the deduction of union dues/fees from the wages of the member to be forwarded to the Union.

Section 3. Opt Out: Those employees desiring not to be a member of the Union shall advise the City with an “Opt-Out” letter provided by the Union.

Article 3: Union Business

Section 1. Upon forty-eight (48)-hour written request, the Chief or his/her authorized representative may grant a Union Official authorized leave up to three (3) calendar days to attend official Union function(s) so long as a staffing shortage would not cause unsafe staffing levels as determined by the employer. Union representatives shall be defined as personnel elected or appointed by the Union. Said leave will be without loss of pay or charge against said person's annual leave or compensatory time. The City, at its option, may waive the written notification. The Chief or his/her authorized representative retains the right to rescind such release time for emergency response.

Section 2. The City shall provide space for a bulletin board and a filing cabinet for Union business. Notices posted on the bulletin board shall be limited to official Union notices and shall not contain any defamatory or obscene material.

Section 3. The City will allow the reasonable use of City Equipment and Facilities for Union business under the following conditions. Such use shall not cost the City additional monies i.e. long-distance phone calls, and City supplies shall not be used in conjunction with Union business. If City office equipment or building space is not available for Union use for whatever reason, the City is in no way obligated to provide alternate equipment or facilities for Union business.

Section 4. The Employer shall afford Union representatives a reasonable amount of time while on non-emergency duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact the Chief or the Chief's designee to indicate the general nature of the business to be conducted, and request necessary time without undue interference with assigned duties. Union representatives and employees shall guard against excessive time in handling such responsibilities.

Section 5. Up to two (2) members of the Union's negotiating team shall be allowed time off with full pay for all meetings between the Union and the City for the purpose of negotiating the terms of the contract, when such meetings take place at a time during which such members are on duty.

Article 4: Prohibition of Strikes and Lockouts

Section 1. The Union agrees that there shall be no strikes, slowdowns, stoppages of work, or other organized disruptions of fire department operations. The Employer agrees there shall be no lockout of the employees.

Section 2. Upon notification confirmed in writing by the City, through the City Manager, to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately provide the City with a copy of such an Order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the member's return to work as promptly as possible. Failure of the Union to issue such order and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike. Section 3. Should any job action occur within the geographic jurisdiction of the Employer, employees may be required to cross a picket line to perform emergency or non-emergency activities. The employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

Article 5: Non-Discrimination

Section 1. The Employer and the Union agree that they will not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, sex, sexual orientation, gender identity, creed, age, national origin, religious belief, marital status, mental or physical disability, or service in the Uniformed Services of the United States, or union activity, affiliation, or status.

Article 6: Layoff Provisions

Section 1. Employees shall be laid-off in the reverse order of department seniority starting with the lowest ranking member of the fire department as defined in the Civil Service Rules and Regulations.

In the event that personnel reduction results in a need for a redistribution of employees from superior ranks to lesser ranks, such reductions shall be accomplished by reducing in rank those employees with the least tenure in the effected rank.

Employees on layoff shall be recalled according to seniority, available positions shall be filled from the reinstatement register on a last laid-off / first-hired basis.

No new employees shall be hired until all laid-off employees have been given an opportunity to return to work. Recalled employee(s) shall be reinstated to the position held prior to the promotion of others. Employees shall be reinstated with seniority acquired prior to lay-off.

Any person hired from a reinstatement register who has experienced layoff for ninety (90) days or more shall be required to meet LEOFF II medical standards as required under the RCWs.

The City shall send notice of recall to the employee at their last known address by certified mail with a return receipt requested. If any employee fails to respond to the notice within fourteen (14) calendar days from the date of mailing of the notice of recall, that employee shall be considered to have terminated their employment with the City, shall cease to have seniority, and the employee's name shall be removed from the recall list.

Recall rights for any employee shall expire thirty (30) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the employee at their last known address by certified mail with return receipt requested.

Article 7: Definition of Seniority

Section 1. Seniority and continuous service shall be defined as follows:

Continuous Service: The continuous length of time an employee is employed with the City of Longview less any periods of time the employee is in a non-paid leave status for thirty (30) or more calendar days.

Seniority in Department: The length of continuous service in the employ of the Longview Fire Department.

Seniority in Rank: The length of continuous service in a represented command staff position of the Longview Fire Department.

Seniority dates shall be established from the date that the employee was hired in the department or promoted to the rank or classification. In the event of a tie in seniority, the tie shall be broken on the basis of entrance or promotional examination score as applicable.

Article 8: Disciplinary Procedures

Section 1. Each hired or promoted employee shall serve a probationary period of up to twelve (12) months. During the probationary period, a newly hired employee may be disciplined at any time with or without just cause. No employee may be disciplined except for just cause except for newly hired employees during their probationary period and for demotions of promotional employees during their probationary period.

Further, in the opinion of the Fire Chief an employee is unable to successfully learn and perform the job for which he/she was promoted to during their probationary trial period, the employee shall be permitted to bump back to their formerly held position subject to the terms and conditions of the collective bargaining agreement (if applicable). Such “bump back” or promotional disqualification shall not be subject to appeal except as permitted via the Civil Service Rules.

Section 2. Disciplinary action may include: (a) counseling; (b) training; (c) verbal warning (d) written warning; (e) suspension; (f) demotion; and (g) Termination of employment.

Disciplinary actions taken shall be progressive in nature, with the understanding that the disciplinary action taken will correspond to the seriousness of the violation e.g. serious violations will generally result in the most serious levels of discipline. Prior to imposing disciplinary action, an investigation may be conducted, and the employee subject to the disciplinary action may be placed on administrative leave, i.e., temporary leave with pay, pending completion of the investigation.

Verbal warnings may not be grieved. Grievances concerning written warnings may not be grieved beyond step 2 of the grievance procedure.

Section 3. In the case of suspension, demotion or discharge, the employee shall be provided a copy of the alleged violation and all relevant documents the employer has in their possession. The employer shall hold a pre-disciplinary meeting with the employee within a reasonable time of the notice of the alleged violation. At this meeting the employee shall be given the opportunity to respond to the alleged violation.

Section 4. Upon request by the employee, she/he may have a Union representative present at the meetings held by the employer to discuss potential disciplinary action. Disciplinary action shall be taken in a timely manner after completion of the investigation and/or meeting with the affected individual(s).

Section 5. Disciplinary materials at the level of a written warning or higher or performance evaluations, including employee responses, shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the City who have a legitimate business need for the access or as required by State or Federal laws. The employee shall be given a copy of any documents before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee’s signature shall not be construed as agreement or concurrence with the discipline or evaluation.

Section 6. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigatory hearing must be filed with the Commission within twenty (20) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

Article 9: Grievance Procedure

Section 1. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Employer.

Grievances are defined to include only matters involving the interpretation, application, or enforcement of this agreement.

The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant, the Union and the appropriate employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.

Section 2. Election of Remedies. When the Union submits a dispute to the grievance procedure for resolution or to the Civil Service Commission for review, such submission shall constitute an election of forums and shall prohibit and bar the employee or Union from proceeding with that matter in the other forum. In no event shall the employee or Union submit the same dispute to both the Civil Service Commission and the grievance procedure.

Section 3. Procedures.

Step 1. If unable to resolve the grievance informally with the Fire Chief the union shall present the grievance in writing to his/her immediate supervisor. The apparent existence of a grievance should be presented as soon as possible, but not later than fourteen (14) calendar days following the date of the occurrence or circumstances giving rise to the grievance. The written notice shall include: The specific facts giving rise to the grievance, including the date the grievance arose; The section of the Agreement claimed to be violated; The remedy sought; The date and signature of the grievant, and/or Union representative; The Union Representative and the Fire Chief will hold a conference not later than fourteen (14) calendar days following such notice to resolve the issue. The Fire Chief shall render a written decision within ten (10) calendar days. The parties can bypass this step by mutual agreement and the grievance will move directly to Step 2.

Step 2. If the grievance is not resolved at Step 1, the Union may submit the written grievance to the Human Resources Director as the City Manager's designee for Labor Relations within ten (10) calendar days of receipt of the Fire Chief response. The City Manager, HR Director or City Manager's designate and Union representative shall meet not later than ten (10) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The City will provide a written decision on the matter to the Union not later than ten (10) calendar days following the meeting.

Step 3. Not later than ten (10) calendar days following the conclusion of Step 2 the parties via mutual agreement may refer the issue to mediation before proceeding to arbitration, or either party may submit the grievance to arbitration bypassing mediation by providing written notice to the other party. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot

agree on an arbitrator within ten (10) calendar days, the party initiating the grievance will request from the American Arbitration Association (AAA), a list of seven arbitrators from the Oregon-Washington region. If the Union and City agree, the arbitrator may be selected from a list submitted by the Federal Mediation and Conciliation Service or other outside referral service in lieu of American Arbitration Association. The cost of the list, if applicable, will be equally borne by both parties. The arbitrator will be chosen from the list either by mutual agreement or by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The party striking the first name shall be determined by the flip of a coin. The Union shall call the coin toss in the air with the management representative conducting the actual toss of the coin.

Section 4. Time Limits. The time limits set forth in this Article may be extended by mutual written agreement between the City and Union. If the Union fails to adhere to any of the time limits for processing grievances, the grievance will be deemed abandoned. If the City fails to respond to a grievance within the specified timelines, the grievance will be advanced to the next step of the grievance process.

Section 5. Arbitration. The arbitrator shall render a decision within thirty (30) days of hearing, which decision shall be final and binding on both parties. The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved employee or Union representative at Step Two of the grievance procedure.

Each party shall bear the costs of presenting its own case, including witness fees, attorney fees, and time lost from work by its witnesses and representative. If either party desires a verbatim transcript of the proceedings, the parties shall split the costs of the court reporter and of the arbitrator's copy of the transcript.

The arbitrator shall have no authority to modify or alter the terms of the Agreement, but shall be limited to interpretation of the Agreement. Only one dispute or grievance shall be the subject of any arbitration unless the parties expressly agree to the contrary.

Section 6. Informal Discussion Permitted. Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee, union representative, and the appropriate member of City Management, provided that the time limits set forth above are followed.

Section 7. Confidentiality. All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

Article 10: Salaries

Section 1. The wage rates during the term of this Agreement shall be as follows:

Effective January 1, 2023, all salaries shall be retroactively increased due to the cost of living (COLA) by 6%.

Effective January 1, 2023, all salaries shall be retroactively increased due to a wage adjustment by 1.18%.

Effective January 1, 2024, all salaries shall be increased due to the cost of living (COLA) by 100% of the 12-month Seattle-Tacoma-Bellevue area Consumer Price Index (CPI-W) change ending in June of 2023 with a minimum limit of 3% and a maximum limit of 4%.

Section 2. Education Incentive. In recognition of a Bachelor's Degree (BA or BS) being required as a minimum qualification for employment, in lieu of the education incentive, the Employer and Union agree to increase base salaries for all positions, effective January 1, 2017, by an additional 3.5% above the December 31, 2016 salaries.

Article 11: Basic Rate of Pay

Section 1. The calculation of regular overtime shall be in accordance with established practices and in compliance with the provisions of the Fair Labor Standards Act.

Section 2. For those assigned to a regular 40-hour work-week schedule, two thousand eighty (2,080) scheduled hours per year, will be used in calculating the basic annual salary.

Section 3. For those assigned to shift work, two thousand five hundred and ninety-two (2592) scheduled hours per year will be used in calculating the basic annual salary.

Article 12: Hours of Work

Section 1. The regularly scheduled hours of duty for regular full-time shift employees shall be within the framework of the three-platoon system. The work period for regular full-time shift employees shall begin January 16, 2022 at 0700 and shall end 24 calendar days later at 0700. Employees will be scheduled to work seven (7) 24- hour shifts during the 24 day work period. The remaining 24-hour shift in each 24 day work period shall be a Kelly day at which time an employee will be scheduled off. The regularly scheduled hours of work shall be 168 hours each 24-day work period. Regular assigned hours shall result in 2556 annual hours worked.

Section 2. Kelly shifts will be scheduled as part of Local 3375's vacation selection process.

Section 3. In order to minimize the impact of Kelly Day overtime the Administrative BC will cover any shift BC shortages during his normal work day as assigned by the Fire Chief. In addition, the Administrative BC may flex his/her "day" position to a "24-hour" schedule to provide similar coverage upon mutual agreement between the employee and the Fire Chief. However, in order to minimize the impact on the Administrative BC for coverage issues created by unanticipated absences and the resulting overtime required, the parties agree to the following. The Admin BC when assigned to shift commander coverage outside of the hours of their normal weekday schedule shall be compensated at the 1.5 (one and a half times) overtime rate of pay. The city recognizes that overtime coverage would be incurred for the type of coverage listed above and that it is reasonable that the Admin BC be given consideration for this compensation. However, this provision only applies to periods when it is neither feasible nor reasonable to flex the Admin BC's schedule.

3.1 Admin BC Work Schedule: The Administrative Battalion Chief will be assigned to the 24 day FLSA work period; however, he/she primarily works either 5 days per week shift, Monday-Friday from 0700-1600 hours OR a 4 days per week, Monday-Thursday from 0700-1700 hours. The regular hours worked shall be adjusted (increased or reduced) to a minimum of 140 hours and a maximum of 160 hours each FLSA work period as prescribed in the following table:

During a 24 Day Cycle	Hours of Work Required
When the 4 day assignment results in <u>140</u> hours scheduled while a 5 day assignment would result in <u>153</u> hours scheduled:	150
When the 4 day assignment results in <u>140</u> hours scheduled while a 5 day assignment would result in <u>160</u> hours scheduled:	160
When the 4 day assignment results in <u>130</u> hours scheduled while a 5 day assignment would result in <u>145</u> hours scheduled:	140
When the 4 day assignment results in <u>150</u> hours scheduled while a 5 day assignment would result in <u>160</u> hours scheduled:	160
When the 4 day assignment results in <u>120</u> hours scheduled while a 5 day assignment would result in <u>145</u> hours scheduled:	140
When the 4 day assignment results in <u>130</u> hours scheduled while a 5 day assignment would result in <u>153</u> hours scheduled:	150

3.2 Scheduling Holidays for Admin BC: To ensure fairness to the Administrative Battalion Chief in the ability to take holiday time, he/she will not be required to work holidays unless an emergency arises which requires coverage. He/she may take the holiday off and use any form of acceptable leave. By mutual agreement of the parties the Administrative Battalion Chief may work the holiday and schedule another day off as long as working the holiday will not incur any overtime within the 24 day FLSA work period.

Section 4. The parties agree that Article 14 outlines the process for making Battalion Chiefs' assignment to open and unfilled shifts.

Section 5. The regularly scheduled hours of duty for a day employee shall be assigned, at the discretion of the Fire Chief, to work a standard forty (40) hours per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule. Overtime compensation shall be calculated utilizing a 7-day FLSA work cycle. The work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Sunday.

Section 6. Except for extenuating circumstances, the lunch hour will be from noon to 1300 each day.

Section 7. Except as otherwise note in this agreement, paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.

Section 8. Adjustments between shift and day assignments: Leave balances for shift employees that are transferred from shift to day assignments, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.814) factor. Leave balances for employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.229) factor.

Section 9. Meetings: Meetings, training events, or similar commitments may be scheduled, required, and/or offered by the employer. These events shall require overtime compensation for off duty members.

Article 13: Overtime and Call Back

Section 1. Fair Labor Standards Act Overtime. For the purpose of calculating Fair Labor Standards Act overtime for regular hours worked a work period of seven (7) days will be utilized for 40 hour per week employees.

Employees assigned to supervise employees scheduled to work within the framework of a three platoon system will have a 24-day FLSA work period. The 24-day work period shall contain seven (7) 24-hour shifts. The regularly scheduled hours of work shall be no more than 168 hours within that work period. Paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.

Section 2. Shift Supervisors, Regular Overtime. For those assigned to supervise shift employees, regular overtime shall be paid at time-and-one-half the regular rate for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, it is paid to the next highest quarter hour. Overtime computation shall be based on a two thousand five hundred and fifty six (2556) scheduled hour work year.

Section 3. 40-hour, work schedules, Regular Overtime. For 40-hour, day employees, regular overtime shall be paid at time-and-one-half the regular rate for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, regular overtime is paid to the next highest quarter hour. Overtime computation shall be based on a two thousand eighty (2080) hour work year.

Section 4. Emergency extension of the regular work shift: When an employee is required to work over his/her normal work day or shift for an emergency, emergency overtime pay shall be paid at double the regular rate for the time worked. Emergency overtime shall be paid for the actual hours worked to the quarter hour.

Section 5. Emergency call back: When an employee is called back to work for an emergency, where such time is not contiguous to the regular work shift or occurs on a scheduled day off, emergency call back overtime pay shall be paid at double the regular rate for the time worked (as defined in this article). Employees shall receive a minimum of two hours pay or pay for actual time worked, which ever amount is greater.

Section 6. Off-shift non-callback overtime: Non-callback overtime refers to incidents where off-duty employees happen upon emergency incidents within the City of Longview or within normal auto-mutual aid areas, either before, or after, the officer in charge arrives on the scene with emergency response units. If a call is placed to "911" and emergency units are dispatched in response to the incident, the assisting, off-duty employees will be paid non-call back overtime at the emergency overtime rate, hour for hour, to the next highest quarter hour from the time of dispatch of initial emergency units. It is recognized that such time may include such duties as decontamination, documentation, etc. Off-shift-non-call-back overtime will not affect any overtime callback list.

Section 7. Compensatory Time. Employees may bank compensatory time, not to exceed 72 hours, in lieu of cash payment for either regular overtime or emergency overtime and may take such banked compensatory time at the request of the employee.

Section 8. Training. All approved, off-duty training time shall be paid at the overtime rate in accordance with this Article; provided, however, that the work schedule for shift employees may be converted to an alternative schedule. When assigned to an alternative schedule, overtime shall only be paid for time spent in actual travel and course/training instruction that exceeds the total number of hours the person would have worked (based on their established shift schedule) had they not attended the training event.

Travel time to and from training is compensable. Travel time by vehicle will be compensated based on time estimated as determined by a travel application, such as google, MapQuest etc. Travel time by air will be compensated as determined by estimated travel time by using itinerary.

Compensation for extended travel time due to extenuating circumstances may be considered by the Fire Chief. Voluntary training and educational activities that are not required by the employer, are taken as professional development instruction to qualify for a promotional opportunity, where no work is performed, and is of no immediate benefit to the employer shall not be considered as time worked.

Article 14: Battalion Chief Backfill

Section 1. All open and unfilled shifts for the position of Battalion Chief, shall be filled by qualified department personnel as indicated herein:

1.1 If a temporary vacancy occurs for a Shift Battalion Chief, on days where the Administrative Battalion Chief is normally scheduled to work, they may fill the vacancy from 0700-1700, thereby reducing the need for overtime.

1.2 If the vacancy still remains and a qualified employee from local 828 is available (on the shift with the vacancy) to work the assignment without resulting in overtime to be worked, they will assume the role of Acting Battalion Chief. If more than one qualified employee is available, the selection will be made in rank and seniority order.

1.3 If the vacancy still remains, the overtime shift will first be offered to qualified employees from local 3375 and then to qualified employees from local 828 in rank and seniority order.

1.4 If the vacancy still remains, qualified personnel from Local 3375 with the least number of overtime hours (list to be maintained by 3375 union representatives) will be required to work the unfilled shift. Note: For the purposes of this article, the Administrative Battalion Chief cannot be required to work on a holiday to provide backfill for a Shift Battalion Chief.

Section 2. Acting Battalion Chief. The parties mutually agree that the position of Acting Battalion Chief shall only be filled by qualified individuals.

2.1 The City and Union shall continue to work collaboratively to define the qualifications for Acting Battalion Chiefs.

2.2 The parties recognize that an employee may be removed from the eligibility list to perform acting duties if they are later deemed unqualified (based on demonstrated performance in the job) by the Fire Chief to perform the acting assignment.

Article 15: Deferred Compensation

Section 1. Retroactively, beginning January 1, 2020, the City shall make a 3.25% contribution each pay period into the employee's 457 account based on the employee's monthly base salary.

Retroactively, beginning January 1, 2021, the contribution shall make a 4.0% contribution each pay period into the employee's 457 account based on the employee's monthly base salary.

Beginning January 1, 2022, the City shall make a 4.75% contribution each pay period into the employee's 457 account based on the employee's monthly base salary.

Article 16: Sick Leave & Disability

Section 1. Members of this agreement are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave days, which have accrued to that employee subject to the terms and conditions of this agreement.

Section 2. Full-time employees shall be given ninety-six (96) hours (for day employees) and 144 hours (for shift employees) on their first day of employment. No additional sick leave shall accrue to that employee until after the employee has completed twelve (12) months of continuous employment. Thereafter, sick leave shall accrue to that employee at the rate of eight (8) hours for each month (defined as 20 days or more) of continuous employment or twelve 12 hours per month for employees assigned to shift work.

The employee shall report their condition to his/her immediate supervisor at the beginning of such period of illness or physical inability. For sick leave in excess of three (3) successive days in the case of 8-hour day employees, or two (2) 24-hour shifts in the case of shift employees, a statement from the employee's physician may be requested to verify the nature of the illness or physical inability of the employee and the anticipated length of time he/she will be required to be away from employment.

Use of sick leave for such absences may be denied absent appropriate medical verification of said disability. In the event that a request for sick leave is denied by the Fire Chief, such request may be submitted, in writing, to the City Manager for review thereof. The decision of the City Manager shall be final and binding and not subject to further review.

Section 3. Avoidance of Duplicate Salaries. Any employee who was absent from employment whose request for sick leave was approved shall receive, as sick leave payment, a sum equal to the difference between his/her regular salary and any amounts payable to such employee as disability allowance under the provisions of Washington State Law Enforcement Officers and Firefighter's Act, or as time off compensation under the provision of the Washington State Industrial Act, for such time as he/she was absent from employment; provided, however, that no salary shall be paid for any absence from employment in excess of the accumulated sick leave, except as otherwise herein provided, further, that all sick leave deducted from the accumulated sick leave of the employee requesting the same, paying full salary requirements of RCW 41.26 (disability leave), the City will first meet any full salary requirement of RCW 41.26 for disability leave allowance from any accrued unused sick leave which may be standing to the credit of that employee. The current state law, which provides sharing of the portion of sick leave between the employee and employer for the six (6) month disability period, is recognized as replacing the above description of coordination of benefits. However, if the state law removes the six (6) month disability benefit, the above coordination of benefits will be in effect.

Upon death or retirement following at least twenty years of service employees shall be paid for up to, but not in excess of, one hundred percent (100%) of one hundred twenty (120) days of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued sick leave to his credit earned after May 1, 1979 in accordance with Schedule A.

Employees with less than twenty years of service, upon termination of employment or death, shall be paid for all accrued unused sick leave to their credit whether accrued before or after May 1, 1979 in accordance with schedule A.

Schedule A

<u>Years of Service</u>	<u>Amount to be Paid</u>
Less than 10 years of full-time employment	None
10 -15 years of full-time employment	12.5% of accrued unused sick leave
15 - 20 years of full-time employment	25% of accrued unused sick leave
20 -25 years of full-time employment	37.5% of accrued unused sick leave
After 25 years of full-time employment	50% of accrued unused sick leave

Section 4. In the event that a member of the employee's Immediate family (as defined by Washington's family leave laws) suffers an illness or injury which requires the family member to be hospitalized or be under a doctor's immediate care due a serious medical condition, said employee shall be entitled to sick leave for such purpose not to exceed one (1) shift for shift employees or two (2) days for day employees unless the condition qualifies for official Family Medical Leave and then may be extended as indicated by the medical certification, as permitted by the City's official Sick Leave policy, or as otherwise approved by the Chief. Employees on official family medical leave are required to utilize all paid leave accruals available to them prior to being placed on unpaid leave.

Section 5. Pension and disability leave shall be granted in accordance with the Washington State Industrial Insurance and Worker's Compensation Act and the LEOFF II Pension Act as they may be amended from time-to-time. Employees eligible for the LEOFF I Pension Act shall be granted pension and disability in accordance with the requirements of said Act.

Section 6. Light Duty. Employees who are off on a duty-related injury or illness shall be assigned to light duty as the Employer may require (as outlined in RCW 41.04.520) if appropriate work is available and subject to the approval of the treating physician. Employees assigned to light duty shall be transferred to day shift.

Section 7. Transferring Vacation Leave. Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick leave bank, as defined in the City's catastrophic leave policy.

Article 17: Military Leave

Section 1. Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031.

Article 18: Jury Duty & Witness Services

Section 1. Employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay and without loss of other benefits. Any compensation which such employee shall receive by reason of having served as a juror may be retained by such employee in addition to such employee's regular compensation.

Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

Section 2. Employees shall be granted time off with pay and without loss of other benefits when summoned to testify as a court witness on matters related to their duties and responsibilities with the City or on behalf of the State of Washington, or any county or other municipality.

Monetary compensation received from the court, or other party served shall be forwarded to the City treasurer. Reimbursement for out of pocket expenses may be retained by the employee.

Article 19: Bereavement Leave

Section 1. In the event of the death of a spouse, son, or daughter (or step equivalent), employees will be granted paid bereavement leave that allows them to be absent from work for up to seven (7) calendar days without deduction from accumulated vacation or sick time.

Section 2. Employees shall be granted paid bereavement leave, without deduction from accumulated vacation or sick leave which allows them to be absent from work for three (3) calendar days at the time of death in the employee's immediate family. For the purposes of this section, the employee's immediate family members are: the parents, brother, sister (or step and in-law equivalents), grandparents, grandchildren, aunts and uncles.

Section 3. If necessary for health or travel, an additional two (2) shifts may be allowed for shift employees or an additional five (5) working days for day employees with the approval of the Chief and for each day or shift so allowed there shall be deducted one day or shift from such employee's accumulated sick leave.

Section 4. Bereavement leave may be used for qualifying family members in the case of imminent death however total bereavement leave provided shall not exceed the work day/shift provisions of this article.

Article 20: Leave of Absence

Section 1. Leaves of absences will be governed by Civil Service Rules and Regulations, Section 10.

Article 21: Vacations and Holidays

Section 1. It is recognized that command officers are frequently recruited from another bargaining unit or from outside agencies. Therefore, vacation accruals reflect the fact that these are senior fire service officers bringing years of experience to these positions. As such, the City has the option of placing command officers higher on the vacation accrual schedule, commensurate with their career experience.

Vacation Accrual Schedule: Each employee will accrue vacation in accordance with the following schedule. Accrual shall start on the first day of hire.

<u>Years of Service Completed</u>	<u>Shift Employee</u>	<u>Regular Work Week</u>
1	2 shifts	6 days
2	7 shifts	15 days
5	9 shifts	18 days
10	11 shifts	23 days
15	13 shifts	29 days
20	14 shifts	31 days
25	15 shifts	31 days
30	16 shifts	32 days

Section 2. In addition to vacation shifts earned, shift Battalion Chiefs shall receive an additional five (5) shifts, (120 hours), in lieu of holidays per year.

Section 3. Applicable to all personnel:

3.1 Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

3.2 No accumulation of vacation leave shall occur when an employee is on leave without pay. Vacation leave may be taken at the request of the employee upon approval of the Chief.

Section 4. Maximum Accumulations (applies to day shift personnel). Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning 20 days/160 hours may not accumulate more than 40 days/320 hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance has been reduced to allow for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation. Exceptions may be granted by the City Manager for circumstances where taking of leave was denied by the Chief or would be a detriment to the City.

Section 5. For those assigned to a day shift, the following days are recognized as paid (eight hours) holidays:

New Year's Day	January 1
Martin Luther King Jr.	3rd Monday in January
Washington's Birthday	3rd Monday of February
Memorial Day	Last day of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	25th day of December
2 Floating Holidays	

Section 6. When any of the above holidays fall on a Saturday or Sunday, the workday immediately preceding or following, respectively, shall be observed as the holiday. Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same work period of the holiday. To be eligible for holiday pay the employee must be in paid status on the scheduled workdays immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination.

Section 7. An employee may take the floating holidays at such time as mutually agreeable to the employee and the Fire Chief. Floating holidays are credited to employees on a pro-rated basis. An employee earns one floating holiday during the period January 1 through June 30, and a second one during the period of July 1 through December 31.

Section 8. Non-shift personnel required to work on a holiday shall be compensated at time and one half in addition to holiday pay. With mutual consent of the employee and employer, non-shift personnel may work on an observed holiday at the straight time rate of pay and may take an alternative day off during their designated work period in lieu of pay.

Section 9. The City shall have the latitude to provide for coverage for paid time off to minimize the need for overtime with the understanding that whenever practicable vacant shifts will be covered by temporary schedule adjustments of qualified employees, first within the bargaining unit and then to other qualified departmental employees and as otherwise provided in this agreement.

Section 10. Vacation Scheduling

10.1 Bargaining unit personnel shall select their vacation choices by rank seniority and through the application of the following rules.

10.2 Employees may request to take vacation in increments of not less than 4 hours. Partial shift vacation requests are not part of the formal vacation selection and are subject to the approval of the Fire Chief based on department staffing levels or other operational considerations.

10.3 Vacation shifts conflicting with periods of time when an employee is officially on sick, disability, or bereavement leave will be rescheduled to open, unpicked days per employee request.

10.4 Shift Battalion Chiefs are required to exhaust accrued vacation leave hours each calendar year. The Administrative Battalion Chief can carry over up to 48 hours of vacation leave into a new calendar year. An employee may have a greater amount of leave accrued throughout the year than indicated in Section 1 of this article, but must be below the maximum allowed accrual on December 31 of each year. Accrual that exceeds the maximum authorized by this agreement will be adjusted on January 1 of each year and the affected employee or employees will be notified.

10.5 Vacation shifts conflicting with periods of time when an employee is on a different form of paid leave due to an unanticipated matter such as Jury Duty or Military Leave, may be rescheduled to open, unpicked days per employee request.

10.6 Employees who are regularly scheduled to work on the following observed holidays may select a vacation pick only if they are able to arrange coverage by qualified personnel: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Section 11. Employees who have been employed at least six (6) consecutive months shall be entitled to cash compensation for any accrued and unused vacation under the following conditions:

11.1 Each employee will be guaranteed annual cash out of up to 48 hours of accrued and unused vacation. Additional cash out requests exceeding 48 hours will be subject to availability of funds and approval of the City Manager.

11.2 Total payment shall be limited to a maximum of 120 hours annually. Payment of earned vacation may be apportioned as the employee so chooses (i.e. 24 hrs. in December, 48 hours in July) but may not exceed the 120-hour limitation of the earned vacation accrual for the calendar year.

11.3 Payment elections shall be submitted either by November 30th (paid December 20th) of the calendar year in which the vacation time is earned, or by June 30th (paid July 20th) of the year the vacation is to be taken.

11.4 Payment for all vacation time cashed out under this Section shall be paid hour for hour at the rate the vacation time was earned.

11.5 The City may provide coverage for any shifts of vacation time not cashed out under this Section in any manner it chooses, and as provided in this agreement.

Section 13. Adjustments between shift and day assignments. Leave balances for shift employees that are transferred from shift to day assignments, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.814) factor. Leave balances for employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.229) factor.

13.1 It is understood that occasional coverage of shifts by day personnel does not constitute a transfer to a shift schedule. The leave balance adjustment shall only be utilized when the employee is moved from “days to shift” or “shift to days” for a period exceeding 14 days.

Article 22: Insurance

Section 1. The City agrees to provide insurance coverage to all employees and their eligible dependents. The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits under the City's control remains substantially the same as those that are currently offered by the City. In the event that the provider adopts benefit changes to the health insurance plans specified in this article during the term of this agreement, such changes will automatically be incorporated in to the agreement. If the changes significantly reduce the benefit or requires additional contribution by the employees, the employer agrees to bargain the impact of the changes. The insurance plans available to select from at the time of this Agreement, are as follows:

Medical Insurance. Employees may choose between the following medical plans: Association of Washington Cities (AWC) High Deductible Healthcare Plan (HDHP) or Kaiser Permanente HDHP. A summary Plan Description (SPD) and benefits for these HDHP's are attached in Addendum C.

Dental Insurance. AWC Delta Dental Service Plan F as offered through AWC or Willamette Dental.

Life Insurance. For each member in the amount of \$50,000; and

Long-term disability. For each employee, including a ninety (90) day elimination period (except LEOFF I employees who are covered for disability through a state provided program).

Section 2. Payment of Premiums and Medical/Dental Expenses.

2.1 For all eligible regular employees and eligible dependents, the City will pay 100% of the premium costs of medical benefits and 100% of the premium costs of the dental benefits.

2.2 Effective Jan. 1, 2017, the City will fund a notional Health Reimbursement Arrangement (HRA) to cover claimed out-of-pocket deductibles.

2.3 An HRA/VEBA incentive of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents is provided to cover out-of-pocket deductibles. This HRA fund will be drawn down by any claimed deductible medical expense payments during the calendar year. Any HRA funds remaining in the account of the employee as of April 1 of the following year will be transferred to the employee's personal VEBA account.

2.4 After the deductible is satisfied, the City will pay up to 90% the employee's co-insurance amount, after the employee 10% contribution, of the allowed and covered medical expenses per the SPD, over the deductible amount but less than the out-of-pocket maximum.

2.5 Covered medical expenses per the SPD, greater than the out-of-pocket maximums, will be paid at 100% by the HDHP.

2.6 Claims, billings, refunds and account balances will be managed by a Third Party Administrator (TPA) selected by the City.

Section 3. Employees that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$750.00 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.

Section 4. The City shall provide public liability insurance protecting all employees against claims for damages arising out of the performance of the employee's duties.

Section 5. Retirees and/or retiree's spouse will be allowed medical benefits under the provisions of COBRA and/or as provided by the insurance carriers.

Section 6. Benefits Committee. The parties agree to participate in a City wide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five non-represented employees (to include management). The purposes of the committee shall include:

6.1 To seek ways to control health care expense.

6.2 To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.

6.3 The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action.

Section 7. Medical Expense Reimbursement Plan (MERP). The City shall make monthly contributions in the amount of seventy five dollars (\$75.00) to each member of the bargaining unit. One Hundred and Fifty (\$150.00) per month shall be deducted from each employee on a pre-tax basis via payroll and contribution made monthly to the Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (MERP). Such trust fund shall be used to pay health insurance premiums for eligible future retirees.

Section 8. Washington State Paid Family Leave. In 2017, the state passed legislation establishing the "Paid Family and Medical Leave" (PFML) program. This statewide insurance program offers Washington workers the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events.

Pursuant to RCW 50A.10.030 (3)(d), the total premium for the program is 0.4% of each employee's gross wages. The City agrees to pay 36.67% of the premium and employee shall be responsible to pay 63.33% of the premium associated with this program.

Article 23: Uniforms, Protective Clothing and Equipment

Section 1. All protective clothing and equipment as required by the WAC 296-305 Washington Safety Standards for Fire Fighters and other applicable statutes shall be supplied and cleaned at no cost to employees covered under this Agreement.

Section 2. Approved duty and dress uniforms for Union personnel will be provided by the City. The employer shall pay the cleaning costs to dry clean uniform items and appropriate civilian attire worn for work purposes. However, civilian attire purchases, replacement costs and any other civilian clothing expenses will not be reimbursed by the City.

Article 24: Shift Exchanges

Section 1. Shift exchanges that occur within two individual's defined FLSA work periods thus resulting in the same number of scheduled hours worked within the work period are treated as a routine schedule change (not a shift trade). When a schedule change occurs the individuals should record the time actually worked on their time sheet. Exchanges require the approval of the Fire Chief.

Section 2. Employees of equal qualification or rank shall have the option to exchange or trade shifts. Shift exchanges are an agreement between employees or the employee and the Fire Chief and done on a voluntary basis. The employee participating in a shift exchange shall be entitled to all benefits afforded to the position they are assuming, and shall be responsible for performing the assigned responsibilities of the position in a competent and efficient manner.

Section 3. Shift trades shall not cost the City additional monies, including acting pay.

Section 4. Shift trade hours, or use of paid leave on a shift exchange as permitted in this article, shall not result in additional compensation as provided by the FLSA.

Section 5. The City shall have no obligation to keep records of shift trades and shall not be a third party to any trade or any trade disputes.

Section 6. All shift trade documentation, with appropriate signatures, shall be completed before the trade using the agreed upon form or electronic process.

6.1 Once the shift trade documentation or electronic process is completed and approved, the involved employees shall be responsible for arranging and carrying out a shift trade.

Section 7. Employees working partial shift trades shall continue on duty until properly relieved.

Section 8. An employee who agrees to a shift trade and subsequently fails to complete the trade and is unable to find another employee to work the trade using the agreed upon process (reference prior MOU on shift exchanges) shall be held responsible for the hours agreed to as follows:

8.1 An employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Department for replacement out of their vacation bank in hours (i.e. overtime replacement 24 hours equates to 36 hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate. If insufficient vacation leave is available, the employee may elect to repay the City via banked comp. time or via a reduction in pay.

8.2 If an individual becomes sick while working a shift exchange and is unable to work the balance of the shift, they shall be eligible to take accrued sick leave at the regular hourly rate even if overtime is necessary to cover the balance of the shift.

8.3 Furthermore, the substituting employee, except in the event of personal emergencies as approved the Chief, shall be subject to normal departmental disciplinary procedures for failure to appear and/or may have their trading privileges revoked.

Article 25: Tuition Reimbursement & Business Expenses

Section 1. Employees who subsequently attend courses related to their position shall be reimbursed the expense of tuition and required text as provided by City Policy.

Section 2. An employee required to use his or her private vehicle, while on duty for fire department business, shall be compensated at the IRS allowed rate as amended from time to time.

Section 3. Employees with required attendance at out-of-town business and/or training functions shall receive per diem and/or expense reimbursement in accordance with City Policy.

Article 26: Probationary Periods

Section 1. All newly hired employees and promotional appointments will require successful completion of a probationary period of up to twelve (12) months from the date of their appointment. The Employer shall provide each probationary employee with an objective written evaluation of his/her job performance and progress periodically during the probation period.

Article 27: Emergency Response Requirement

Section 1. As a condition of employment, employees hired after November 1, 1988 shall have a period of 24 months after appointment to maintain a bona-fide residence within sixty (60) road miles of Station 81, 740 Commerce Avenue, Longview, WA as specified in Addendum A.

Section 2. Employees hired prior to November 1, 1998 are expected to maintain a residence at a location that is reasonably the same or closer than as at the time of appointment to this bargaining unit.

Section 3. All employees are required to respond to emergency overtime work; exceptions are illness, incapacitation, supervision of minor children or when it is impractical due to extreme response times.

Section 4. The area noted in Addendum C is allowed to be modified when mutually agreed upon by the Employer and the Union provided that the location of the residence meets the intent of the Emergency Response Requirement.

Article 28: Tobacco, Drug, and Alcohol Free Workplace

Section 1. Union members hired after January 1, 1998 agree as a condition of employment to be tobacco free on and off duty. Failure to comply with this requirement shall be grounds for disciplinary action, up to, and including, termination of employment.

Section 2. The procedures outlined below for drug and alcohol testing shall become a part of the current Labor Agreement between the City and the Longview Chief Officers, IAFF Local 3375, and be covered by all applicable articles within that Agreement. This policy is instituted to assure that both parties work to certify that the work place is free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol and to comply with the provisions of the Federal Drug Free Workplace Act of 1988. Therefore, the Union and the City agree to the policy and procedure outlined in Addendums A and B.

Article 29: Modified Duty, LEOFF II Employees

Section 1. Upon submission of medical documentation indicating that a LEOFF II employee is temporarily unable to perform his full range of duties due to occupational injury or illness the Fire Chief shall assign the employee to any available and medically appropriate modified duty.

Section 2. Modified duty assignments shall be made in accordance with the employee's work restrictions as determined by the attending physician. Such assignments shall contribute in a meaningful and identifiable way to the mission and function of the Fire Department.

Section 3. Employees on modified duty shall be assigned, at the discretion of the Fire Chief, to work a standard, forty (40) hour per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule, depending on the nature of the modified duty assignment and the employee's work restrictions.

Section 4. Employees who have been released by the attending physician to work modified duty for fewer than 40 hours per week may be required to use accrued leave time, or be on a leave without pay, in conjunction with modified duty, but otherwise shall suffer no reduction in pay and benefits while on modified duty.

Section 5. A detailed physician's report shall be submitted to Human Resources prior to the assignment of modified duty, and after subsequent follow-up visits to the physician. Each status report shall include, at a minimum, (1) the type(s) of work the employee is able to perform, and/or unable to perform; (2) the number of hours per day, and/or schedule, the employee is able to work; and (3) an expected date the employee may be able to return to full duty, if such a date can be determined.

Section 6. Modified duty assignments shall be temporary in nature. Once the employee has been medically determined to be fit to return to full duty, that employee shall be returned to the position and duty shift to which he/she was assigned prior to the injury or illness, unless the employee has been promoted in the interim.

Section 7. If there is any question concerning the employee's fitness for full duty, the Fire Chief may require the employee to undergo an examination by a qualified and licensed physician to be selected by the City.

Article 30: LEOFF II Supplemental Coverage

Section 1. Disability Leave Supplement. When a LEOFF II employee becomes sick or injured, on the 6th day of disability for an on-the-job illness or injury he/she is entitled to a supplemental payment in addition to Worker's Compensation that will result in the same pay as for full time active service for a period of six (6) months. The supplemental payment will be funded one-half by the City and one-half by the employee's sick and other leave. If the employee's leave is exhausted, the City's portion will continue to be paid.

Section 2. During the first six (6) months of disability, the employee shall receive all benefits provided in whole or in part by the City.

Section 3. The City follows RCW 41 when computing the disability leave supplement. The City also agrees to coordinate benefits; however, consistent with RCW 51 at no time will an employee receive more than 100% of his/her salary.

Article 31: Retention of Benefits

Section 1. Any changes affecting wages, hours and working conditions shall be made in accordance to RCW 41.56.

Article 32: Firearms

Section 1. In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, the possession of firearms is prohibited on City property and/or vehicles.

Section 2. Permitted Possession. Union firefighters may possess firearms on City property and/or vehicles under the following circumstances:

2.1 If required to do so in the performance of official duties (i.e.: temporarily securing a firearm found in a public place or at the scene of an accident or fire).

2.2 When engaged in law enforcement or military activities.

2.3 When secured within a personal vehicle in compliance with the provisions of RCW 9.41.360(3).

2.4 When secured inside a City provided secure firearms storage safe in compliance with the provisions of RCW 9.41.360(3) to which only the shift supervisor has access.

Article 33: Savings Clause

Section 1. Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Article 34: Successors

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Article 35: Duration of Agreement

Section 1. This Agreement shall be in effect January 1, 2023 until December 31, 2024. Either side may request negotiation to commence for a new Agreement on or after June 30th, 2024. This Agreement shall remain in full force and effect during the period of negotiation for a successor Agreement.

Article 35: Signatures

For the City of Longview

Kristina Swanson, City Manager

Date

Sabrina Fraidenburg, Human Resources Director

Date

Jim Kambeitz, Fire Chief

Date

For IAFF Local 3375 Longview Chief Officers

Eric Koreis, President

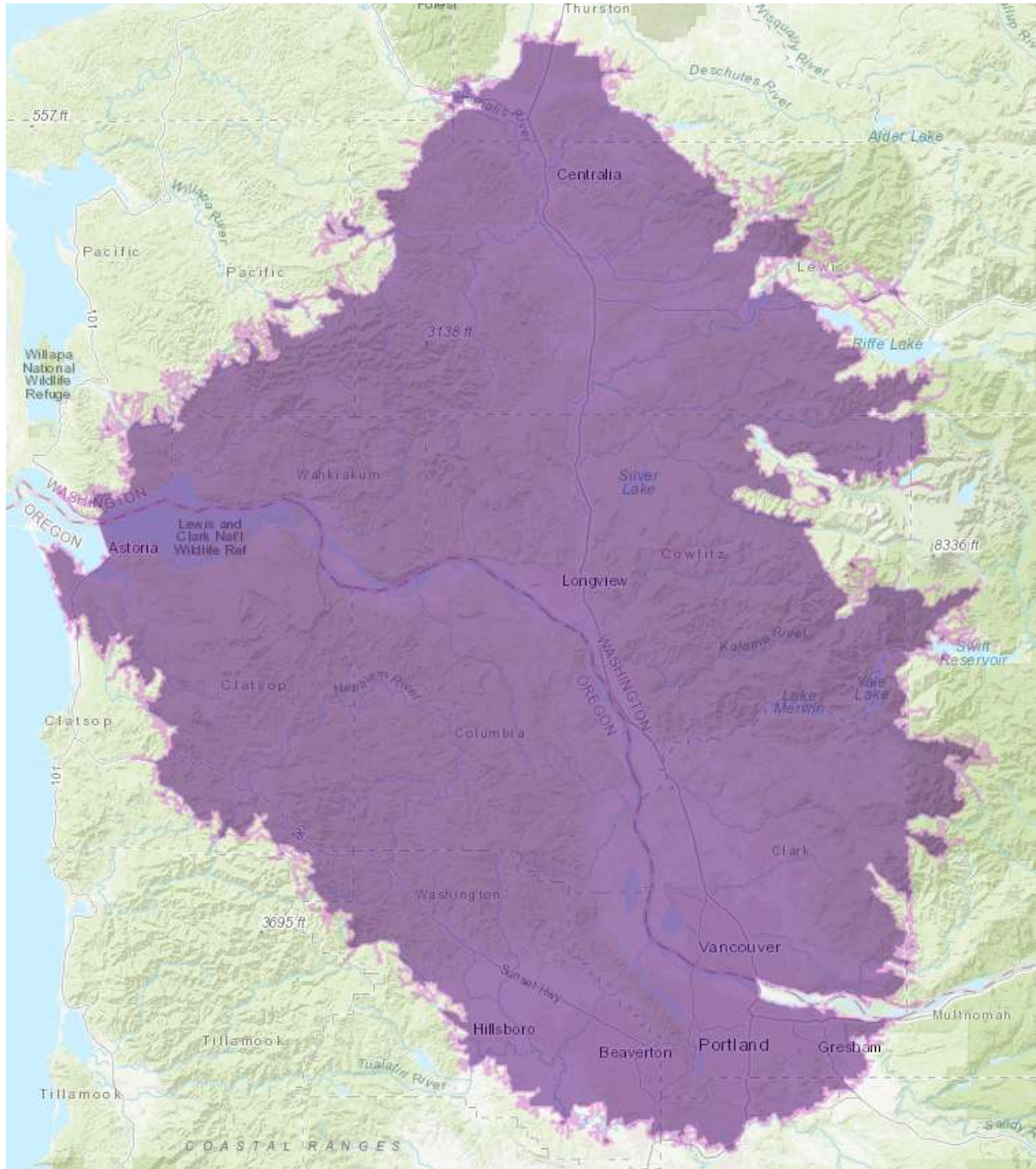
Date

Jeff Thompson, Secretary/Treasurer

Date

Addendum A

A high resolution, zoom capable digital map of this addendum is located at: <https://arcg.is/1rXSne>





City of Longview

Agenda Summary

LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA) COLLECTIVE BARGAINING AGREEMENT 2023 - 2025

RECOMMENDED ACTION:

APPROVAL OF THE LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA) COLLECTIVE BARGAINING AGREEMENT FOR 2023 - 2025

DATE: June 8, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On April 24, 2023 the Longview Employees' Bargaining Association (EBA) and the City reached a tentative agreement on the 2023 – 2025 Collective Bargaining Agreement.

EBA notified the City of its 90 member ratification on May 18, 2023. Multiple articles in the contract were opened for review and some language changes to clarify/improve the contract were made. The contract provides for a wage increase as follows:

Effective January 1, 2023: A general wage increase of 4%

Effective January 1, 2024: A general wage increase of 4%

Effective January 1, 2025: A general wage increase of 4%

Additionally, all local EBA members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 5% employee contribution of the premium. Members who opt-out of City paid medical insurance will receive \$825 per month to a personal VEBA account. Dental plans remain at 80% employer paid.

RECOMMENDED ACTION:

Approval of the Longview Employees' Bargaining Association (EBA) Collective Bargaining Agreement for 2023-2025.

STAFF CONTACT:

Human Resources Director Sabrina Fraidenburg

Attachments:

1. 2023-2025 CBA Final with signatures

Labor Agreement

By and between

City of Longview

and

Longview Employees’

Bargaining Association

2023 - 2025

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Article 1 - Preamble

- 1.1 This Agreement is hereby made and entered into by and between the City of Longview, hereinafter referred to as the "City", and the Employees' Bargaining Association, hereinafter referred to as the "Association".
- 1.2 It is the purpose of this Agreement to set forth the full and complete agreement between the parties with regard to wages, hours, and conditions of employment.
- 1.3 The City and the Association agree to cooperate to provide the public with efficient, uninterrupted, and cost-effective delivery of public services, as well as establishing fair and reasonable compensation and working conditions for the membership of the Association. The parties will work together to address and adapt to the inevitable issues of changing circumstances of their particular areas of responsibility. Therefore, this Agreement, and the procedures that it establishes for the resolution of differences, is intended to contribute to the continuation of good employee relations and to be, in all respects in the public interest.
- 1.4 The provisions of the City's Human Resources Manual and related administrative policies as amended from time to time, shall apply to all questions and issues not specifically covered by this Agreement. When changes are proposed, the City will give the union president a period of ten (10) days to comment. All policy changes are subject to City Manager's final approval.

Article 2 - Association Recognition, Representation and Related Activities

- 2.1 The City recognizes the Association as the exclusive collective bargaining representative for all full-time and percentage regular positions represented by the attached list (Appendix "A").
- 2.2 The Association will represent all employees in the bargaining unit equally and without discrimination.
- 2.3 The Employer shall remain neutral when communicating with employees about Union membership and direct the employees to discuss union membership with the union president or their designee.
- 2.4 For Union members who choose to join the Union, the Employer shall, upon being furnished individual authorization cards for payroll deduction signed by each employee who is an Association member, the City shall deduct the amount shown on the authorization card. The City shall deliver this sum monthly to the Secretary-Treasurer of the Association. If an employee has no check coming to him/her or their payroll check is insufficient to cover the dues, no deductions shall be made from the employee's pay for that month.

In the event the membership of the Association formally acts to increase the amount of the payroll deduction for Association dues, the Association shall so certify to the City in writing. The City shall, in turn, request a signature acknowledgment of the notice of the increase from each employee whose position is represented by the Association.

- 2.5 The Association agrees to refrain from making changes in the schedule of Association dues or fees in the months of December and January. The Employer is authorized to charge the Association a flat amount service fee of one hundred dollars (\$100) in the event the Association changes fees or assessments more than one time per calendar year. The Association shall remit the appropriate amount to the employer by the 10th day of the month in which notice of the Association dues, fair share payment in lieu of dues, or initiation fee change is received by the employer.
- 2.6 The City agrees to comply with RCW 41.56.037 Presenting information about the exclusive bargaining representative – Access to new employees.
- 2.7 The Association agrees to indemnify and hold the City harmless against any and all claims, demands, complaints, causes of action, liability, or suits, including legal fees and costs against the Employer arising out of administration or implementation of this article, including but not limited to, any actions or omissions of the Employer taken in reliance on information from the Union or language of a deduction authorization card.
- 2.8 All rights, privileges and working conditions enjoyed by the employees at the signing of this Agreement, not in conflict with Article 3, Management Rights, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.
- 2.9 The Association shall inform the City in writing of the names of its officers and stewards who are authorized to represent the Association. Such information shall be kept up to date.
- 2.10 Release Time. With adequate advance notification to the supervisor, an Association officer or designated steward shall be allowed reasonable release time without loss of pay for the purposes of participating in disciplinary hearings and grievance meetings up to the level of arbitration where such official/steward acted as the employee representative or was otherwise directly involved in the situation. Nothing in this Agreement shall be construed to require employees to receive compensation from the employer for representation activities not specifically addressed in this section, or that occur outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime purposes. Association representatives shall not use work hours for solicitation of Association membership, collection or checking of dues, Association meetings or other activities relating to the internal business/administration of the Association.
- 2.11 Labor/Management Communications. The parties agree to conduct labor management meetings as needed to discuss issues of mutual concern. Labor Management meetings shall not be in lieu of the Grievance Procedure described in this Agreement. Up to three Association members will be allowed to attend such meetings without loss of pay as provided in the aforementioned "release time" section.

Article 3 - Management Rights

- 3.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual, and exclusive rights, decision making, prerogatives,

functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The City agrees to notify the Association of any significant changes in operations prior to their implementation; however, it is understood that Association approval is not required prior to the implementation of such changes. The rights of employees in the bargaining unit, and the Association there under, are expressly limited to those specifically set forth in the agreement.

- 3.2 Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:
- A. To direct and supervise all operations, functions and policies of the department in which the employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit which do not violate this Agreement.
 - B. To close or liquidate an office, branch, operations or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
 - C. To contract out work as seems prudent to the City.
 - D. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
 - E. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly recognized that the City must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules.
 - F. To manage and direct the work force, including, but not limited to: the right to determine the methods, processes and manner of performing work; fitness for work, the right to hire, promote, transfer and retain employees in accordance with this Agreement; the right to reorganize, the right to determine schedules of work, and the right to dispose of, purchase, and assign equipment or supplies.
 - G. To discipline, suspend, demote or discharge an employee.
 - H. To determine the need for additional education courses, training programs, on-the-job training and cross training and to assign employees to such duties for periods to be determined by the employer.

Article 4 - City Security

- 4.1 The Association shall not cause or counsel its members to participate in a strike, nor shall it in any manner cause them to either directly or indirectly commit any acts of work stoppage, slowdown, or refusal to perform any assigned duties.
- 4.2 Any employee who commits any of the acts prohibited in this Article shall be subject to disciplinary action as determined by the City.

- 4.3 In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association shall make every effort, including public appeals, to secure an immediate and orderly return to work.
- 4.4 It is mutually agreed that the provisions of this Article shall not be subject to the grievance procedure of this Agreement.
- 4.5 Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.
- 4.6 The City shall not institute a lockout of employees.

Article 5 - Selection & Employment

- 5.1 Available positions in the City service shall be publicized at least ten (10) calendar days prior to the deadline for filing application for such a position by posting of job announcements on designated City electronic job board and by such other means as the Human Resources Department deems necessary. The job announcement shall contain a brief description of duties, minimum qualifications desired, filing deadline and method of selection. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies.
- 5.2 When, in the judgment of the Human Resources Department, sufficient candidates from within the City are qualified, available, and interested, the recruitment may be restricted to internal candidates. Promotional recruitments may be further restricted to employees of a particular bargaining unit or department.
- 5.3 Employees may apply for open recruitments and will receive consideration if they meet all required qualifications. When the selection decision is narrowed to two individuals and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted first to internal candidates, seniority considered.
- 5.4 An employee transferring to a new Association or non-represented position may, with both supervisors' permission, have a thirty (30) calendar day period (bump back privilege) to assess the new position in the same department and sixty (60) calendar day period (bump back privilege) to assess the new position when transferring to a new department. Final decision to accept the new Association or non-represented position must be made within same timeframes reference for the employee.
- 5.5 When appropriate, confirmation of selection for full time, regular employment is dependent on the chosen applicant passing a pre-employment physical examination from a licensed physician as designated by the City. Pre-employment physical examinations are initially paid by the City. In the event that an employee terminates employment with the City (either voluntarily or involuntarily), before he/she has completed twelve (12) consecutive months of continuous service, the cost of the physical examination will be deducted from the employee's final paycheck. NOTE: This clause shall not preclude other pre-employment test or evaluation processes as determined necessary by the City.

- 5.6 City employees shall reside within a thirty (30) minute driving response time under normal driving conditions to insure emergency response.
- 5.7 All original appointments shall be tentative and require a probationary period of at least twelve (12) months. However, anytime within the twelve month period, if in the opinion of the Department Head, the probationary employee will not be able to successfully learn and perform the job for which he/she was hired, his/her employment may be terminated and no grievance shall be brought over the discharge of the employee.
- 5.8 Promotional appointments or transfers from one Association or non-represented position to another shall be tentative and require a probationary period of at least ninety (90) calendar days unless the head of that department decides to extend the probationary period for an additional ninety (90) days.
- 5.9 An employee who is promoted shall receive the starting salary of the higher position, or a step increase of between four (4) and six (6) percent, whichever is greater, provided that the appropriate increase does not increase the pay beyond the top of the new salary range.

Article 6 - Commercial Driver's License (CDL) Requirement

- 6.1 If the City requires a new or current employee to obtain a Commercial Driver's License (CDL) with proper endorsements, that employee shall do so in accordance with State and Federal regulations. For the purposes of this Article 6, "current employee" means a regular full-time City employee with two or more years of service
- 6.2 For the above employees, the City agrees to the following:
 - A. The City agrees to pay the cost of all training required by state and federal regulations. The City will provide or arrange for the CDL training one time only. Any additional training and attempts to successfully pass the various exams will be paid by the employee. Should the employee fail to successfully pass the license exams within three attempts, the employee shall reimburse the City the cost of the training paid for by the City. This provision may be waived by the department head at his/her sole discretion contingent upon the employee successfully passing the required examinations and obtaining a CDL within a reasonable period of time after completing the City-provided training. Except under extenuating circumstances, reasonable period of time shall generally mean ninety (90) days following completion of the City-provided training.
 - B. The City agrees to pay the cost of the CDL physical examination administered by the City's contracted provider and as required by law. If the employee elects to obtain the required physical elsewhere, the City will pay for any co-payment required by the employee's insurance company up to fifty dollars (\$50.00). The City will pay the cost of one CDL physical examination per new license or license renewal. Should the employee fail the CDL physical examination, the employee shall be responsible for the costs of all further or repeat examinations to obtain the new license or license renewal.
 - C. The City will pay the costs of the required written exams and driving tests for the required license and endorsements. Further, the City will provide or pay the cost to provide a vehicle appropriate for the employee to take the driving tests. Should the employee fail to pass the driving test(s) within the number of attempts included in the testing fee and the fee

paid to provide a suitable vehicle for the driving test, the employee shall pay the fees for additional testing and the cost of providing an appropriate vehicle for all additional tests.

- D. The City will pay the CDL license fee (first time fee and renewal) and the fees for any other required endorsements and related testing.
- E. The employee is responsible for obtaining and paying the fees for their own basic Washington State driver's license, and for all endorsements not required by the City.
- F. The City is not responsible for renewal of lost cards.
- G. Employees are responsible for:
 - 1. Passing the knowledge test.
 - 2. Passing the skills test.
 - 3. Paying for the cost of re-testing if they fail to pass on the three attempts provided by the initial City-paid exam fee.
 - 4. Passing the physical exam, which will include a urinalysis.
 - 5. Paying for all required costs if they lose their card.
 - 6. Maintaining their license and endorsements as a requirement of their employment with the City, including maintaining medical eligibility and certification
 - 7. Notifying the City of any actions affecting the validity of their CDL.
 - 8. Executing a CDL training reimbursement agreement prior to beginning the training.
- H. The value of the CDL training, education, certification, and license furnished by the City to the employee is significant. In the event the employee should voluntarily terminate his or her employment with the City, is terminated for cause, or fails to successfully complete the new employee probationary period, the employee shall repay to the City the expenses incurred for the employee to obtain a CDL, in accordance with the following provisions:
 - 1. If such termination occurs within 24 calendar months of the date of completing the training, the employee shall pay the City the entire amount of the CDL certification costs identified above.
 - 2. If such termination occurs after 24 calendar months but within 36 calendar months of the date of completing the training, the employee shall pay the City the sum equal to 75% of the entire amount of the CDL certification cost identified above.
 - 3. For new employees only, if such termination occurs after 36 calendar months but within 60 calendar months of the date of completing the training, the employee shall pay the City the sum equal to 50% of the entire amount of the CDL certification cost identified above.
 - 4. Payment to the City shall be made within thirty (30) days after the date of termination. The employee shall execute a CDL training reimbursement agreement authorizing the City to withhold from any salary or any other amounts owing to the employee by the City, up to the total sum identified.

5. In the event the City should incur any costs of collection, including attorney's fees and/or court costs, the amount thereof shall be added to the amount owing to the City by the employee.

Article 7 - Work Schedule, Hours of Work & Overtime

- 7.1 For purposes of this Agreement, represented employees are defined as follows:

Regular, Full-time (Type A): An employee who is scheduled to work forty (40) hours per week, or a minimum of 2,080 hours per year, including paid leave time taken, in a classified, City Council approved and budgeted position. A Regular, Full-time (Type A) employee is paid a monthly salary based on actual hours worked, and is eligible for holiday pay, vacation and sick leave accrual and participation in the City's medical benefits plan.

Regular, Percentage (Type B): An employee who is scheduled to work less than forty (40) hours per week, but at least twenty (20) hours per week, including paid leave taken, in a classified, City Council approved, and budgeted position. A Regular, Percentage (Type B) employee is assigned regularly scheduled shifts on a year round basis; is paid a monthly salary based on actual hours worked,; and is eligible for holiday pay, vacation and sick leave accrual, and participation in the City's medical benefits plan. Regular, Percentage (Type B) employees receive benefits and accrue leave time on a pro-rated basis, depending on the number of hours employee is scheduled to work.

- 7.2 Work schedules and hours of work are specific management prerogatives and are promulgated by the Supervisor or head of the respective Department or Division. Generally, the City will assign regular full-time employees to a work schedule of five (5) consecutive workdays of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days off.

The City may also assign employees to work any one of the following alternative work schedules needed to accomplish their assigned tasks and objectives:

1. Four (4) days of ten (10) hours, excluding lunch periods. Such 4-10 schedules shall provide a minimum of two consecutive days off in each 7 day workweek.
2. Four days of nine (9) hours and a day of four (4) hours, excluding lunch periods.
3. Other work schedules as arranged by mutual agreement between the employee and Department Head.
4. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

Work schedules for Percentage employees shall be determined by the supervisor based on the operational needs of the department. Modifications to established schedules shall be made by mutual agreement between the parties' whenever possible. In the event a schedule modification is subject to dispute, the parties agree to meet and discuss concerns regarding the modification no less than five days after the announced change, and before its implementation (except in the event of an emergency). If the parties do not reach an agreement regarding the schedule change, the Department Head will review the situation and make a final determination based on the legitimate needs of the department. The Department

Head's decision shall be considered final and is not subject to appeal through the grievance procedure.

Except in cases of emergency or other unavoidable circumstances beyond the City's control, regular full-time employees shall be notified of changes in their established work schedule at least seven (7) days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) days' notice shall result in the payment of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed.

- 7.3 With advance approval of the appropriate Department Head or designee, employees may "flex" their schedules within a single workweek, for example working a nine-hour day followed by a seven-hour day to accommodate personal or work situations. This section is intended to address occasional or intermittent changes to the schedule. Schedule adjustments as described in this section are voluntary and shall not result in the payment of daily overtime premiums.

- 7.4 **Meals and Breaks.** All regular full-time employees shall have one unpaid meal period at the approximate midpoint of each work shift of five (5) hours or more, and two (2) paid rest periods of fifteen (15) minutes each, one in each half of a full-time shift. Percentage employees shall receive rest periods of fifteen (15) minutes in accordance with state law/guidelines. Employees may not forego a meal or break period to curtail the length of their working day. Where the nature of the work permits an employee to take an intermittent rest break equivalent to fifteen (15) minutes for each half shift worked, scheduled rest periods are not required.

Except in the case where an employee is subject to interruption or "on call" during a meal period, i.e. employees of the Filter plant, meal periods shall be unpaid and excluded from scheduled work hours.

Employees working overtime as an extension of their regular work shift (more than an eight (8) or ten (10) hour shift) shall receive a paid rest period of fifteen (15) minutes after working more than two hours as a continuation of their shift. Employees working more than 4 hours as a continuation of their shift shall receive an additional meal break paid or unpaid at the supervisor's discretion.

- 7.5 **Overtime.** All overtime must receive prior authorization from the employee's Department Head or his/her authorized representative prior to being worked. The FLSA work period for calculation of overtime shall be a period of seven consecutive twenty-four hour days. The City retains the right to designate when the work period begins and ends depending on the employee's work schedule. Unless specifically designated, the workweek will run from 12:01 am Sunday to 12:00 am Saturday.
- 7.6 **Regular overtime.** Regular overtime is overtime work approved and prearranged with not less than four (4) hours advance notice. Regular overtime shall be paid, to the nearest quarter hour, at time and one-half (1-1/2) the regular, hourly rate of pay for time worked in excess of forty (40) hours in the designated workweek. Regular overtime shall be recorded as of the shift it is worked and will be paid at time and one half (1-1/2) after forty (40) hours in the

workweek. The number of regularly scheduled hours in a shift shall not be decreased within a workweek for the sole purpose of avoiding the payment of overtime.

The Department Head or his/her authorized representative shall provide employees an estimate of the duration of the scheduled regular overtime assignment. If the work extends beyond the estimated duration, the first sixty (60) minutes of additional work shall be considered an extension of the regular overtime assignment and shall be compensated at time and one-half (1-1/2) the employee's regular, hourly rate of pay. After the sixty (60) minute extension of the regular overtime assignment, all additional contiguous work shall be compensated at double the employee's regular, hourly rate of pay, regardless of whether or not the employee works a total of forty (40) hours in the workweek. In the event a contiguous extension of a regular overtime assignment overlaps the start of a subsequent regular overtime assignment, the employee's work will revert to regular overtime and the employee will be compensated at time and one-half (1-1/2) the employee's regular, hourly rate of pay, beginning at the start of and for the duration of the subsequent regular overtime assignment.

Regular overtime shall also apply to work related phone calls. For the purposes of this section, work related phone calls are defined as contact made to address an emergency issue that cannot wait until the employee's next regularly scheduled work shift and that consumes five or more minutes of the employee's time. For example, a supervisor calling an employee to discuss a technical problem they are having with some equipment or calling in a crew to deal with an emergency issue, when such phone conversation(s) takes more than five minutes in total, would be submitted as regular overtime as provided in this section. However, a phone call to ask an employee to report to work or to ask a quick question that takes only a few moments to conclude, would not be treated as compensable work time.

- 7.7 **Unscheduled Overtime.** Unscheduled overtime is approved overtime work for which prior notification of the minimum four (4) hours is not possible. The first sixty (60) minutes of unscheduled overtime worked contiguous to the regularly scheduled shift/day shall be considered as an extension of the shift and shall be compensated at time and one half (1-1/2) the regular, hourly rate of pay, once the employee has exceeded forty (40) hours in the work week.

For unscheduled overtime worked contiguous to the first sixty (60) minutes before or after the regularly scheduled shift/day, employees shall be compensated, to the nearest quarter hour, at double the regular hourly rate of pay, regardless of whether or not the employee works a total of forty (40) hours in the workweek.

Here is an illustration of the aforementioned section – if an employee is called into work two hours prior to the start of their work shift they would receive double time for the first hour worked and time and one half for the second hour worked prior to the start of their work shift. If they are called into work 45 minutes prior to the start of their work shift they would receive time and a half for time worked prior to their regular work shift. Time worked after their regular work shift would be treated in the same manner.

- 7.8 **Callback Overtime.** Callback is approved, but unscheduled, non-prearranged work (as defined above), which is not contiguous to the regular work shift or occurs on a scheduled day off when an employee is called back to work. Callback overtime shall be compensated,

at double the employee's regular, hourly rate of pay. Employees shall receive a minimum of two (2) hours of overtime pay when called back to work as described herein.

- 7.9 Regular, Percentage (Type B) employees shall receive overtime premium pay only when their work time exceeds forty (40) hours in the workweek.
- 7.10 Employees may accrue, with the approval of their supervisor, equal compensatory time in lieu of payment for overtime work, up to a maximum balance of eighty (80) hours. Such compensatory time may be taken as time off as approved by the employee's supervisor. Once an employee's balance of compensatory time exceeds the eighty (80) hour maximum, they shall be paid for all overtime worked. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination, or transfer to another department or different paying classification.
- 7.11 When an employee has received less than ten hours advance notice of overtime to be worked, said employee shall be provided a meal allowance of \$9.00 for each four (4) hours of continuous overtime worked, not to exceed two allowances in any one period of consecutive hours worked. The meal allowance will be paid to the employee on their next regularly scheduled paycheck. If working conditions warrant or if a paid meal period is granted, the City may provide employee(s) a meal in lieu of the allowance.
- 7.12 Compensation shall not be paid, nor compensatory time accrued, more than once for the same hours under any provision of this Article or other provision of this Agreement, i.e., whenever two or more overtime rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime rates.
- 7.13 For purposes of computing overtime, all authorized holidays that fall on an employee's regularly scheduled workday(s), sick leave, and vacation leave shall be considered time worked.
- 7.14 **Hours of Work – Fatigue Time.** Both parties agree that employee safety is to be a number one consideration, especially when overtime is worked. As a result, except in the case of an emergency and as authorized by the City Manager, appropriate Department Head, or their designee, employees will not be permitted to work in excess of eighteen (18) consecutive hours within a 24-hour period. An employee who works in excess of 18 hours within a 24-hour period and has less than six (6) continuous hours of off-duty time before the start of their next scheduled shift, shall not report to work until the conclusion of six (6) hours of off-duty time. The employee will be compensated at their straight-time rate of pay for the amount of time between their scheduled start of shift and the time they report to work, up to a maximum of four (4) hours. An employee who works in excess of 18 hours within a 24-hour period and works past the start of their next scheduled shift will be relieved of duty at the completion of the task causing the excess work, for a minimum of six (6) hours, and the employee will be compensated at their straight-time rate of pay for four (4) hours. Under either circumstance, employees may choose to take the remainder of their scheduled shift off, subject to the approval of the employee's supervisor; however, the employee must use accrued sick leave, vacation, floating holiday, or compensatory time to cover the balance of the time off from their scheduled shift. If the employee does not have any accrued leave

balances, the employee may take leave without pay to cover the balance of the time off from their scheduled shift.

Article 8 - Holidays

8.1 The following are official paid (8 hour) holidays for all 8 hour full time employees. The ten holidays marked with an (*) will be paid at 10 hours for all employees who are participating in the City's 4-day work week and that are assigned to a 10 hour day. Additionally, 10 hour employees will be granted an additional floating holiday for the "Day after Thanksgiving" which may be used subject to the provisions for using "floaters".

(1)	New Year's Day	1st day of January*
(2)	Martin Luther King Day.....	3 rd Monday in January*
(3)	Washington's Birthday	3rd Monday of February*
(4)	Memorial Day	Last Monday of May*
(5)	Juneteenth	19 th day of June*
(6)	Fourth of July	4th day of July*
(7)	Labor Day	1st Monday of September*
(8)	Veteran's Day	11th day November*
(9)	Thanksgiving Day	4th Thursday of November*
(10)	Day after Thanksgiving Day	4th Friday of November
(10.5)	Floating Holiday for (10 hour employees).....	Day after Thanksgiving
(11)	Christmas Day	25th day of December*
(12)	Floating Holiday	As Approved
(13)	Floating Holiday	As Approved

8.2 With the exception of those offices involving emergency services, all City offices shall be closed on all of these official holidays, except for the floating holidays. When any of the above holidays fall on a Saturday or Sunday, the workday immediately preceding or following, respectively, shall be observed as the holiday. Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same work period of the holiday. To be eligible for holiday pay the employee must be in paid status on the scheduled workdays immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination.

For Library employees only—if the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the pay period of the holiday. The intent of this language is to provide Library employees that are eligible for paid holidays the ability to take a day off within the pay period (15 day window) versus the designated work week (7 day window) in the event the holiday is recognized on their regularly scheduled day off. The department and affected employees shall be held responsible for ensuring that the paid time off/holiday is scheduled and taken during the specified pay period. Schedule requests for taking the holiday time off shall be submitted in advance to the Library Director for review and consideration. Efforts shall be made to accommodate time off preferences but scheduling shall be dependent on the staffing and

operational needs of the department. Therefore individual schedule requests cannot be guaranteed.

- 8.3 Subject to the approval of the respective Department Head, an employee may take the floating holidays at such time as mutually agreeable to the employee and the Department Head. Floating holidays are credited to employees on a pro-rated basis throughout the year on set pay period dates based on the employee's regular work schedule.
- 8.4 Employees required to work on a holiday shall be compensated at time and one half in addition to holiday pay. With mutual consent of the employee and employer, employees may work on an observed holiday at the straight time rate of pay and may take an alternative day off, as prescribed in this article, in lieu of pay.
- 8.5 Employees working schedules other than a five day eight hour shift may be required, at the discretion of the Department Head, to work a five (5) day eight (8) hour work schedule during a week when a recognized holiday occurs (to include floating holidays). In the event the Department Head does not mandate such a change during a holiday week, employees working full-time alternative schedules such as a 4-10 arrangement shall receive ten (10) hours of holiday leave.
- 8.6 Employees assigned to the Filter Plant and regularly assigned to a five-day, eight-hour per day schedule, shall accrue four (4) hours of holiday leave per pay period, equaling the nine (9) fixed holidays and three (3) floating holidays listed in Section 8.1 for eight-hour per day employees. Employees assigned to the Filter Plant and regularly assigned to a four-day, ten-hour per day schedule, shall accrue four and sixty-seven on –hundredths, (4.67) hours of holiday leave per pay period, equaling the eight (8) fixed holidays and four (4) floating holidays listed in Section 8.1. Holiday leave shall be banked as "filter holidays" and may be taken at such times as are mutually agreeable to the employee and the supervisor. Employees shall be permitted to maintain a negative balance of "filter holidays" over the course of a calendar year, but "filter holidays" shall not be carried over from year to year. A negative balance of "filter holidays" at the end of a calendar year or upon termination of employment shall be charged against the employee's vacation time or final pay as appropriate. Upon termination of employment, unused/accrued filter holiday hours shall be cashed out at the employee's regular rate of pay.

Eight-hour per day employees assigned to the Filter Plant who are scheduled to work on one of the holidays listed in Section 8.1, but who are not required to actually work on the holiday, shall use eight (8) hours of the balance of their "filter holidays" in the pay period in which the holiday falls. Ten-hour per day employees assigned to the Filter Plant who are scheduled to work on one of the holidays listed in Section 8.1, but who are not required to actually work on the holiday, shall use then(10) hours of the balance of their "filter holidays" in the pay period in which the holiday falls.

Eight-hour per day employees assigned to the Filter Plant who are scheduled to work on one of the holidays listed in Section 8.1, but who are not required to actually work on the holiday, shall use eight (8) hours of the balance of their "filter holidays" in the pay period in which the holiday falls. Ten-hour per day employees assigned to the Filter Plant who are scheduled to work on one of the holidays listed in Section 8.1, but who are not required to actually work

on the holiday, shall use then(10) hours of the balance of their “filter holidays” in the pay period in which the holiday falls.

Article 9 - Vacation

9.1 Accrual Rates.

Regular full-time employees shall accrue vacation according to the following schedule:

Years of Service	Hours per Year	Max
Start	80	NA
1	96	192
5	136	272
10	160	320
15	176	352
20	200	400

Eligible regular Percentage Type “B” employee vacation accrual is pro-rated in accordance with their reduced work schedule.

Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

No accumulation of vacation leave shall occur when an employee is on leave without pay. Vacation leave may be taken at the request of the employee upon approval of the Supervisor or Department Head.

- 9.2 Maximum Accumulations.** Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning 20 days/160 hours may not accumulate more than 40 days/320 hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance has been reduced to allow for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation. Exceptions may be granted by the City Manager for circumstances where taking of leave was denied by the City or would be a detriment to the City.

Article 10 – Vacation Sellback

- 10.1 Vacation Sellback.** Employees may elect pay in lieu of vacation up to a maximum of sixty (60) hours per calendar year. Vacation sellback is subject to the following requirements and procedures:

- A. The opportunity to cash out vacation shall be offered twice per year in the months of June and December. Requests must be received by Human Resources by May 31st to be paid on the June 20 paycheck and November 30th to be paid on the December 20

paycheck, on forms designated by the Human Resources Department. Exceptions to this timeframe will be considered only in the event of an emergency and will be permitted only as approved by the City Manager, or designee.

- B. To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday hours combined in the prior calendar year. The total of vacation sold may not exceed the maximum hour limitation but may be apportioned according to the employee's choice between the May and November sales periods.
- C. The vacation sellback option is subject to availability of adequate department budget funds. Vacation sales may be restricted or suspended by the Employer. In the event vacation sales requests exceed available funds, the Human Resources Department shall develop procedures to equitably apportion vacation sales among employees with pending requests.

10.2 **Termination Payoff.** Upon termination of City employment with more than six (6) months of service an employee shall be paid for all accrued and unused vacation, floating holidays and unused compensatory time. The termination payoff shall be based on the employee's base hourly rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

Article 11 - Medical and Insurance Benefits

11.1 The City agrees to provide long term disability insurance with a 90 day waiting period, \$50,000 life insurance, and employee assistance program coverage to all full-time employees. Employee's eligible dependents shall also be offered the opportunity to enroll in medical, dental, and vision health insurance coverage.

Optional (employee funded) insurance coverage available:

- Supplemental Life Insurance
- Long Term Care coverage
- Section 125 Flexible Savings Accounts (medical, daycare)
- 457 Deferred Compensation Plan
- Group Short Term Disability Insurance

11.2 The City, after consultation with the Benefits Committee, has complete authority to choose and change the providers of the medical, dental, vision, life insurance, long term disability, and employee assistance program benefits. The union reserves the right to bargain over the impacts of any substantial changes to plan design or benefit levels.

11.3 During the term of this agreement the city will pay the following:

- A. Effective Jan. 1, 2023 for all eligible regular employees and eligible dependents, the Employer will pay 95% of the premium costs of either the AWC/Regence HSA Qualified High Deductible Health Plan or the Kaiser Permanente Washington HSA Qualified High Deductible Health Plan. The employee contribution of five percent (5%) towards medical premiums shall be done as an automatic pre-tax payroll

deduction. Union employees obtaining Healthcare coverage from the Employer shall select from one of these two plans; no other Healthcare plans will be offered.

- B. Effective Jan. 1, 2023, the City will fund a Health Reimbursement Arrangement (HRA) at the rate of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents. This HRA fund will be drawn down by any deductible medical expense payments during the calendar year. Any HRA funds remaining in the account of the employee at the end of the calendar year, minus any claimed deductible expenses for that calendar year paid prior to April 1 of the following year, will be transferred to the employee's personal VEBA account within 30 days of the funds being released by the Third-Party Administrator of the following year. HDHP deductible expenses incurred by the employee and/or their dependents that exceed the employee's HRA balance shall be paid by the Employer.
- C. After the annual HDHP deductible is satisfied, the Employer will pay the employee's and/or their dependents co-insurance amounts of the allowed and covered medical expenses per the SPD, not to exceed the HDHP out-of-pocket maximum.
- D. Covered medical expenses per the SPD that exceed the HDHP out-of-pocket maximum, will be paid at 100% by the HDHP.
- E. Claims, billings, refunds, account balances, and HRA transfers to VEBA accounts will be managed by a Third Party Administrator (TPA) selected by the City.
- F. The City will pay 80% of the applicable tiered premium for Dental Insurance (Delta Dental Plan F or Willamette Dental)
- G. The City will pay 100% of the premium for Vision Insurance (VSP or Kaiser Vision Rider).
- H. An employee opting out of medical/vision insurance coverage but electing to be covered by dental insurance will contribute 20% of the current dental premium.
- I. An employee opting out of medical insurance coverage but electing to be covered by vision insurance will contribute 100% of the current vision premium.
- J. Employees who choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage can elect to receive \$825.00 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program. Provided that at no time the number of Association employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than 25% of the City's employees from opting out of medical coverage. The City will recalculate this number each year based on the employee census on September 30. The union president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no new Association employees will be allowed to elect VEBA until the number of participating Association employees is below the maximum pro-rated amount.

K. In the unlikely event that Association employees exceed their allowed prorated representation in VEBA the last employee(s) joining may be required to drop their VEBA election and join one of the City sponsored medical plans.

- 11.4 **Benefits Committee.** The parties agree to participate in a citywide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five non-represented employees (to include management). The purposes of the committee shall include:
- To seek ways to control health care expenses.
 - To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.
 - The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action
- 11.5 **Continuation of Benefits.** Pursuant to federal law (COBRA), City employees and/or dependents that lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee.
- 11.6 **Percentage Employee's Insurance Premiums.** The City shall provide eligible, Percentage, Type "B", employees with a prorated insurance premium contribution. The calculation will be made by prorating the amount the City will pay for a regular full time employee's health insurance election according to the number of hours the percentage employee is scheduled to work, plus an additional 5%* (*but in no event shall a percentage employee receive a greater city contribution amount than provided for a full time employee). The difference becomes the employee's share of the insurance premium. To illustrate, a regular percentage employee who works 80% of a full-time schedule whom elects to enroll in medical/dental/vision coverage offered, shall receive the benefit of the City paying an amount towards their elected coverage that is equal to 85% of that provided for a regular full time employee.
- 11.7 The City shall reimburse any Association member for a fitness membership subject to the following provisions:
- The maximum monthly reimbursement shall not exceed twenty dollars (\$20) per month;
 - Each participating member must attend the gym a minimum of eight (8) times in the preceding month to be eligible for reimbursement;
 - Reimbursement will be disbursed as an allowance once a receipt for services and verification of attendance is submitted for approval to the supervisor and entered on the time sheet.
- 11.8 The Union can elect to have all sick leave and/or all vacation leave cash-outs during a calendar year be placed into the individual's VEBA account, rather than paid out in the employee's final check if the Local EBA Representative notifies the Human Resources Director in writing by November 30 of the prior year. This election is for all employees who terminate/leave employment during that calendar year. If a terminating employee does not have a VEBA account one will be created.

Article 12 - Sick Leave

Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of coworkers or the public, or as otherwise provided by law or this Article. It is the intent by both parties to be in compliance with the Washington Paid Sick Leave Law, but in no event will the sick leave provisions be less than what is defined in this Article.

- 12.1 **Accrual.** All full-time employees of the City shall be given ninety-six (96) hours of sick leave on their first day of employment. No additional sick leave shall accrue to that employee until after completion of twelve (12) months of continuous employment. Sick leave thereafter shall accrue at the rate of eight (8) hours each calendar month of continuous employment; for those hired before January 1, 2001 there is no maximum accrual limitation. However, no accumulation of sick leave shall accrue to the benefit of any employee while he/she is in unpaid leave of absence.

Eligible regular Percentage Type "B" employee sick leave accrual is pro-rated in accordance with their reduced work schedule.

For those hired after January 1, 2001, at the end of each calendar year employee may carry over any unused paid sick leave to a maximum of 1,200 hours to the following year.

- 12.2 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

Earned vacation leave and compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

- 12.3 **Sick Leave Payoff.** Individuals hired after January 1, 2001 are not eligible for sick leave payoff.

Employees hired before January 1, 2001, who separate from City employment voluntarily, via a reduction in workforce, or by death are eligible to be paid for accrued but unused sick leave in accordance to the following formulas/schedules:

- An employee, upon (1) regular retirement or death, (2) disability retirement after at least 20 years of service with the City, or (3) early retirement after at least 20 years of service with the City, shall be paid for up to, but not in excess of 120 days of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued unused sick leave to his credit earned after May 1, 1979 in accordance with the schedule set forth below.

For those employees hired on or before July 1, 1984, accrued but unused sick leave will be cashed out at the employee's base hourly rate of pay upon termination according to the following formula:

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

Employees hired after July 1, 1984, accrued but unused sick leave will be cashed out, to a maximum accrual of 1200 hours, at the employee's base hourly rate of pay upon termination according to the following formula:

Years of Service	Amount to be Paid	Maximum Payout for those hired after 7-1-84
Less than 10 years of full-time employment	None	-NA-
After 10 years of full-time employment	12.5% of accrued unused sick leave	150 hours
After 15 years of full-time employment	25% of accrued unused sick leave	300 hours
After 20 years of full-time employment	50% of accrued unused sick leave	600 hours

*Upon death of an employee the legal beneficiary shall be paid at the 50% rate.

For example, an employee with 15 years of service with an hourly base rate of pay of \$14.50 per hour that has a balance of 900 hours sick leave upon voluntary termination would receive a sick leave payout as follows: 900 sick leave hours multiplied by 25% =225 hours multiplied by \$14.50 equals \$3,262.50.

- 12.4 **Coordination of Benefits.** Whenever a request for sick leave is approved, the employee who was absent from employment and whose request for sick leave was approved shall receive, as sick leave payment, a sum equal to the difference between his regular salary and any amounts payable to such employee as time loss compensation under the provisions of the Washington State Industrial Insurance Act, as the same now exists or is hereafter amended, for such time as he was absent from employment. Sick leave used for such coordination of benefits shall be prorated and the appropriate percentage of each time loss day reduced from the employee's accrued sick leave balance. No sick leave payment shall be paid for any absence from employment in excess of the accumulated sick leave of the employee. (See Occupational Disability Allowance, Article 14 of this contract.)
- 12.5 **Usage.** Employees may use sick leave for themselves or their family member for any of the following reasons:
- A mental or physical illness, injury, or health condition
 - To diagnose, care for, or treat a mental or physical illness, injury, or health condition
 - To receive preventative medical care
 - For leaves that qualifies un the Washington State's Domestic Violence Leave Act
 - If an employee's workplace, or their child's school or place of care, has been closed by order of a public official for a health-related reason.

- 12.6 **Family Member.** For the purposes of this section, immediate family is defined as spouse, dependent children incapable of self-care and parents.
- Spouse
 - Registered domestic partner,
 - Child – biological, adopted, foster child, stepchild, or a child to who the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status
 - Parent – biological, adoptive, de facto, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
 - Grandparent
 - Grandchild
 - Sibling
- 12.7 **Medical and Dental Appointments.** Sick leave will be allowed for medical, optical, and dentist appointments and/or treatment for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.
- 12.8 **Reporting and Approval Procedure.** Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable.
- 12.9 **Medical Verification.** The City may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and /or of an employee's ability to continue the full performance of his or her duties. Generally, when an employee misses three or more consecutive workdays due to illness they will be required to provide medical verification to ascertain their fitness to return to duty prior to reinstatement.
- 12.10 **Catastrophic Leave.** In order to maintain quality of life for the city's workforce the City has adopted a policy which permits City employees to voluntarily donate accumulated vacation or compensatory time off to another employee who exhausts or is likely to exhaust accumulated paid leave due to a non-occupational FMLA qualifying catastrophic medical condition of the employee or an immediate household member that would otherwise likely cause the employee to take unpaid leave or terminate employment. Upon review of this policy, Association has adopted the policy in its entirety and without revision for use of Union members.

Article 13 - Bereavement Leave

- 13.1 Five (5) full working days (or maximum 40 hours) without deduction from accumulated vacation leave may be taken upon the death of a spouse, domestic partner*, son, daughter, stepson or stepdaughter.

- 13.2 Three (3) full working days without deduction from accumulated vacation leave may be taken in the event of the death of the following members of an employee's immediate family: mother, father, brother, sister, grandparent, stepfather, stepmother, father-in-law, mother-in-law, or grandchild the employee's domestic partner's children, parent, brother, sister (or step and in-law equivalent) of the domestic partner*.
- 13.3 One (1) full working day without deduction from accumulated vacation leave may be taken in the event of the death of the following close relative. Close relative shall be by blood or marriage and will include son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts and uncles or foster child living in the household or the equivalent close relative of a domestic partner*.

Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave portion shall not exceed the workday provisions allocated for bereavement.

*An Affidavit of Domestic Partnership must be on file in the HR Department.

Article 14 - Occupational Disability Allowance

- 14.1 Whenever any full time salaried employee shall suffer a service incurred disability, where such employee is entitled to receive time loss compensation under the Washington State Industrial Act, and such employee has used up all accrued sick leave benefits and received payment as provided in Section 4, Article 12 of this Contract, the City will pay to such disabled employee an occupational disability allowance equal to the difference between the prorated regular salary of such employee and the amount of State compensation to which such employee is entitled to receive as time loss, for a maximum period of not to exceed thirty (30) calendar days absent from work after the exhaustion of sick leave benefits. An employee is entitled to a maximum of thirty (30) calendar days accumulation of this Occupational Disability Allowance during his/her entire period of employment with the City. After the payment of such occupational disability allowance for the maximum period of thirty (30) calendar days, such employee shall not be entitled to receive any further benefits. (See Article 16 – Other Leaves of Absence).

Article 15 - Jury Duty

- 15.1 In the event any full time employee is called for jury duty, such employee shall be granted a leave of absence without loss of compensation. Any compensation, which such employee shall receive by reason of having served as a juror, may be retained by such employee in addition to such employee's regular compensation. There shall be no reduction of accrued vacation or sick leave during the period such employee is actually serving as a juror. In the event that an employee is called for jury duty and excused, prior to the end of his or her work day, such employee shall report back to work immediately and continue normal work activities until again called for jury duty.

Service as a witness in matters arising from the course and scope of employment shall be considered on-duty time if testimony is required by the City. Service as a witness or party to non-job related matters shall be charged against the employee's vacation, floating holiday or

comp time balance or may be taken as unpaid leave at the option of the employee and upon department supervisor approval.

Article 16 – Other Leaves of Absence

- 16.1 **Family, Medical and Parental Leave.** Employees shall be granted Family Medical Leave and parental leave for qualifying events and/or conditions in accordance with State law and/or the federal Family and Medical Leave Act and City policy. Disability leave due to pregnancy or childbirth will be granted in addition to time off for family medical leave. Employees will be required to exhaust all paid leave accruals, before leave without pay will be authorized.
- 16.2 **Military Leave.** Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from employment, not to exceed twenty one (21) workdays during each calendar year. Such leave shall be granted in order that the person may take part in active training duty or active duty in such manner and at such times as he or she may be ordered to active training duty or active duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the twenty-one workday period of military leave, the employee shall receive from the Employer his or her normal pay.
- 16.3 **Other Leaves of Absence.** Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years service is required prior to requesting educational or personal leaves. Approval of leave requests is solely within the discretion of the City.
- A. All requests for leaves of absence or extensions shall be submitted in writing to the department head or his/her designee and approved in advance by the City manager or authorized designee, prior to the effective date. Employees on leave of absence of 90 days or more will be required to submit to the City's pre-employment medical examination and drug screen process prior to returning to regular duty.
 - B. For unpaid leaves of thirty (30) calendar days or more, salary anniversary and seniority shall be adjusted by the full amount of the unpaid leave. Failure to return from leave shall be treated as job abandonment and may be the basis for termination.
 - C. Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the department head and Human Resources, the employee must exhaust accumulated vacation, floating holidays and comp time before going on unpaid status.
- 16.4 **Mandatory leave.** The Department Head, after consulting with the Human Resources Director or City Manager, may place an employee on an appropriate category of leave, to include unpaid time off, if it can be reasonably concluded that he/she cannot be permitted to work without risk to the health and safety of the employee, coworkers or the public. Both parties agree that in no way is mandatory leave to be used as a form of employee discipline.

- 16.5 **Washington Paid Family Leave.** It is the intent of both parties to be in compliance with the Washington Paid Family and Medical Leave, which is a statewide insurance program for employees to care for themselves and/or their family members administered by the Employment Security Department. Eligibility and benefits are defined by the applicable RCWs and WACs. When a qualifying event is covered by both Washington Paid Family and Medical Leave and FMLA (Washington State FMLA and/or Federal FMLA), the leave available in both programs is taken concurrently.

Beginning January 1, 2023, the total premium rate will be 0.8% of gross wages. Employers will pay 27.24% of the total premium and employees will pay 72.76%. The total premium and split contribution (employer/employee contribution) shall be adjusted annually thereafter by the Employment Security Department according to the rules set by the statute.

Article 17 - Termination of Employment

- 17.1 An employee wishing to leave the City service in good standing shall file with the Department Head at least two weeks before leaving, a written statement as to the reasons for leaving and the effective date. The time limit of the resignation may be waived at the discretion of the Department Head concerned. The Department Head shall forward a copy of the resignation to the Human Resources Director. Failure on the part of the employee to comply with these regulations may be grounds for denial of future employment.
- 17.2 Any employee leaving City employment may request an exit interview with the Human Resources Director to convey information they believe will improve or enhance present operation procedures.
- 17.3 Employees who intend to retire should provide a minimum of thirty days written notice of the intended retirement date.
- 17.4 **Abandonment of Position.** An employee shall be considered to have resigned via abandonment of his/her position based on any of the following circumstances:
- 1) Absence for three (3) consecutive days without notice or approval*
 - 2) Failure to return from leave of absence following the last day of approved leave after three (3) consecutive days without notice or approval*

*Subsequent approval may be granted for occurrences that are beyond the employee's control.

Article 18 - Grievance Procedure

- 18.1 A grievance shall be defined to include only matters involving the interpretation, application or enforcement of the terms of this Agreement. A grievance shall be brought to the attention of the employer or its designated representative within ten (10) calendar days of the date when the employee became aware of the matter. All grievances which cannot be resolved informally between an employee and the employee's supervisor shall be resolved through the following procedure:

STEP 1: After the supervisor has received the grievance in writing, the supervisor shall have ten (10) calendar days within which to respond in writing. If the grievance is not resolved at this level, and if the Association's representative, after reviewing all the facts of the case known by the parties to that time, believes that the basis for a grievance exists, the employee and the employee's representative may submit the grievance to the Department Head within ten (10) calendar days. The grievance shall set forth a statement of the pertinent facts, the provision or provisions of this Agreement, which are alleged to have been violated and the relief requested. The Department Head shall have ten (10) calendar days after its presentation to attempt to resolve the grievance.

STEP 2: If the grievance is not settled within the time frame indicated in Step 1 and the employee and the Association wishes to pursue it further, it shall submit the grievance in writing to the City Manager within ten (10) calendar days of the response from the Department Head, setting forth the facts involved, the provision or provisions of this Agreement alleged to have been violated, and the relief sought. The City Manager shall have ten (10) calendar days after receiving the grievance to provide his/her response. The Association may appeal the City Manager's decision to the Arbitration procedure as set forth in Article 19 within fifteen (15) calendar days from receipt of the City Manager's decision.

18.2 Any time limits specified in this grievance procedure may be waived by mutual agreement of the parties. Failure by the employee or the Association to submit the grievance in accordance within these time limits without such waiver shall constitute an abandonment of the grievance.

Article 19 - Arbitration Procedure

19.1 If, after fifteen (15) calendar days from receipt of the City Manager's reply, the grievance remains unresolved, the Association (with the written consent of the employee) may submit the grievance to arbitration. Such submission shall be in writing, delivered to the Department Head of the grieving employee with a copy to the City Human Resources Department.

Selection of an Arbitrator: Upon timely submission of a grievance to arbitration, the parties shall attempt to select an arbitrator to hear the matter. If the parties are unable to agree upon an arbitrator within ten (10) calendar days of the request for arbitration, the party initiating the grievance will request from the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) a list of seven arbitrators from the Oregon-Washington Region. The cost of the list, if applicable, will be equally borne by both parties. The arbitrator will be chosen from the list either by mutual agreement or by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The party striking the first name shall be determined by the flip of a coin. The Association representative shall call heads or tails during the coin toss, with the City representative tossing the coin.

An agreed upon Arbitrator shall hear the issue in accordance with the following procedure:

A. The power of the Arbitrator shall be limited to interpreting this Agreement and determining if the disputed article has been violated. The decision of the Arbitrator

shall be based solely on the evidence presented at the Arbitration hearing. The decision of the Arbitrator within these stated limits shall be final and binding on both parties, and it shall be rendered within thirty (30) calendar days from the date the hearing is concluded. Only one dispute or grievance shall be the subject of any arbitration unless the parties mutually agree to the contrary.

- B. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the Arbitrator which grants any right of relief for any period of time whatsoever prior to the execution date of this Agreement. In the case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the Arbitrator which shall allow any accruals for more than ten (10) calendar days prior to the date when such grievance shall have first been presented.
 - C. Each party shall be completely responsible for all costs of preparing and presenting its own case, and for compensating its own representatives and witnesses (including employees released from duty to appear on behalf of the Association). If both parties desire a record of the proceedings, the cost shall be shared equally by the parties.
 - D. In the event the Arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 19.2 No time limits specified in this Article may be waived except by mutual agreement. Failure by the employee or the Association to submit the grievance in accordance with these time limits shall constitute an abandonment of the grievance.
- 19.3 It is specifically understood that any matters not included in this Agreement, including statutory provisions of Washington State Law, shall not be considered as proper bases for a grievance or subject to the grievance procedure set forth herein.
- 19.4 The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure, which it believes in good faith, lacks sufficient merit.
- 19.5 Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee, union representative, and the appropriate member of City Management, provided that the time limits set forth above are followed.
- 19.6 All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

Article 20 - Discipline/Discharge/Suspension

- 20.1 Probationary periods shall be as defined in Article 5.

- 20.2 **New Hires.** The employer may discipline or discharge an employee at any time during an initial probationary period if in the opinion of the Department Head, the probationary employee will not be able to successfully learn and perform the job for which he/she was hired. Such discipline or discharge shall not be subject to appeal.
- 20.3 **Promoted/Transferred Employees.** If in the opinion of the Department Head, the employee is unable to successfully learn and perform the job for which he/she was promoted or transferred to during their probationary trial period, the employee shall be permitted to bump back to their former Association position as provided in Article 5, section 3. Such “bump back” or promotional disqualification shall not be subject to appeal.
- 20.4 **Corrective Action Processes.** Regular employees may be disciplined in the form of a verbal warning, written warning, suspension, demotion or discharge for just cause except that verbal warnings are not grievable and grievances concerning written warnings may not be processed beyond step 2 (City Manager). Disciplinary actions taken shall be progressive in nature, with the understanding that the disciplinary action taken will correspond to the seriousness of the violation, e.g., serious violations will generally result in the most serious levels of discipline.
1. In the case of a suspension, demotion or discharge, the supervisor shall meet with the employee, provide a notice setting forth the reason(s) for such action and the employee shall be entitled to respond to the reasons or recommended discipline before such action is taken. Employees are entitled to Union representation at such meetings.
 2. Employees shall be given copies of all disciplinary notices or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee’s signature shall not be construed as agreement or concurrence with the discipline or evaluation.
- 20.5 **Personnel Files.** Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the City who have a legitimate business need for the access or as required by state or federal laws.

Article 21 - Salaries

- 21.1 Salary Increase
- A. Effective January 1, 2023, a cost-of-living increase equal to four percent (4%) to all classifications.
 - B. Effective January 1, 2024, a cost-of-living increase equal to four percent (4%) to all classifications
 - C. Effective January 1, 2025, all classification listed in Appendix C have been increased by four percent (4%).

In the event budgetary constraints result in the need for layoffs of bargaining unit employees, the parties agree to reopen wages for consideration and discussion of furlough options. Both parties understand that any modifications made to the stated Cost of Living Adjustments (COLA’s) are subject to mutual agreement.

21.2 **Payroll Dates**

The Union recognizes that the City has the authority to change payroll dates so long as:

- a. The change is made to standardize payroll dates for all employees
- b. The employer shall give employees as much notice as possible, but no less than 30 days.

Article 22 - Seniority

- 22.1 Seniority shall be the length of continuous employment of an employee in a bargaining unit position. Where knowledge, abilities, full-time productivity, work habits and skills are considered to be substantially equal, the employee with seniority will be given preference in promotion and reduction of force.
- 22.2 Temporary employees (seasonal workers) are not bargaining unit employees. As such they are not to be given preference for overtime assignments. A temporary employee may only work overtime when/if there is not a bargaining unit employee available to perform the function needed.

Article 23 - Tuition Reimbursement

The City will conduct or direct the attendance of employees to training activities deemed necessary or as mandated by Federal, State or Local laws. The City shall bear the cost of any such training activities.

- 23.1 **Tuition Reimbursement.** Tuition reimbursement is intended to provide an incentive to employees to enhance their job-related knowledge, skills, and abilities through formal education. Classes for which reimbursement is received must be of benefit to the City and either must have a direct relationship to the employee's career with the City or be applicable to a specific, formal degree program from an accredited college or university. Tuition reimbursement shall apply only to classes or training taken on a voluntary basis.
- 23.2 Reimbursement shall be subject to available funding, prior department head approval, and in accordance with City policy. It is not the City's policy or intent to always reimburse the entire cost of an employee's tuition. The normal practice shall be that where an employee desires to pursue an accredited college course to improve his/her skills or to enhance their opportunities for future promotion, then he/she shall be entitled to reimbursement for tuition, books and fees, provided:
- The class and educational institution are pre-approved by both the Department Head and City Manager.
 - Course is work-related, or part of a well-documented employee development and training plan (must be submitted to City Manager/Dept. Head when requesting tuition reimbursement).
 - Funds are available within the budget for the department.
 - The employee provides proof of successful completion attached to the reimbursement request.
 - Under hardship cases the City Manager may advance tuition fees to employee.

- Tuition shall be reimbursed in full upon completion of the course, provided the employee earns a grade of C or better (or a passing mark from those institutions where traditional rating systems are not used).
- Tuition reimbursement will not exceed \$1200 in a given calendar year.

In such situations where an employee receives tuition reimbursements (as defined above) in excess of \$500, and the employee voluntarily resigns from their position with the City, the Employee will be subject to repayment of funds as follows:

Voluntarily Resigns	Percentage of fees/tuition to be remitted back to the City
Within 12 months of completing the course/program	75%
Within 13 to 24 months of completing the course/program	50%
Within 25 to 36 months of completing the course/program	25%

23.3 **Compensation for Training/Education.** Computation of work time while attending a training function or in traveling to and from a training function shall be in accordance with the Fair Labor Standards Act.

23.4 **License and Certifications.** The City shall reimburse or otherwise pay the cost of licenses or certifications, which are required to maintain employment in the current classification. This shall include cases where new requirements are established.

Article 24 - Layoff

24.1 The City may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination or contracting out of services/functions or other similar reasons. Management will determine the position(s) to be eliminated. Employees will be laid off from the affected classification(s) in accordance with their seniority and their ability to perform the remaining work available.

Employees who bump downward or accept vacant positions in a lower job position/classification shall be considered laid-off from their former job position/classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.

24.2 **Seniority for Layoff.** Seniority is defined first as all continuous service in a) the person's position/classification at time of layoff and then b) continuous service in the bargaining unit. Laid-off employees with bumping/reassignment rights shall be selected to claim vacancies or bump less senior employees as defined in this section.

The following additional considerations shall apply in the event of a layoff or reassignment as warranted:

In the event of a tie in seniority and qualifications, layoff will be determined by: 1) position seniority, 2) bargaining unit seniority, 3) department seniority; 4) Citywide length of service.

When an entire classification is eliminated and replaced with a new classification (for example, Grounds Maintenance Specialist replacing a Grounds Person I), seniority in the former classification shall be added to seniority in the new classification.

Seniority in a homogeneous classification series, e.g., Grounds Person I, II, III, shall be computed as all time in any of the classifications.

Seniority rights shall not be exercised until completion of the required new hire probationary period for the classification. Employees in a promotional probationary period may not bump into other positions in the classification in which they are still on probation.

24.3 **Selection and Notice.** Employees shall be provided a minimum of fourteen (14) days notice of layoff, two (2) weeks pay in lieu of notice or a combination thereof, based on a formula of one day's pay for each day of notice given below fourteen days. One (1) week notice is required for employees who are bumped to lower classifications. The City may issue contingent layoff notices to employees whose positions are not being eliminated but who it determines are subject to being bumped by more senior employees.

24.4 **Reassignment and Bumping.** Employees facing layoff shall be offered reassignment and bumping rights as indicated below. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of seniority, qualifications considered. In a bumping situation, the employee may bump only into the position occupied by the most junior employee, not any less senior employee. The order of consideration shall be:

1. Vacant positions in the job classification from which the employee is being laid off;
2. Occupied positions in the employee's job classification held by less senior employees;
3. Vacant positions in formerly held job classifications;
4. Occupied positions held by less senior employees that the employee has previously held or that are part of a homogeneous job family that the more senior employee would be otherwise qualified to perform because the lower level job duties are inherently understood and/or a component of their current job function i.e. Waste Water Specialist I/II/III.

24.5 Employees who are laid off or reassigned in lieu of layoff shall be placed on a recall list for 18 months from the date of layoff. Seniority for recall shall be computed the same as seniority for layoff and bumping.

Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. In the event there are multiple employees eligible for recall within a classification and multiple positions available, Human Resources shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on interest, qualifications, and department needs, provided however that this procedure may not be used to recall a more junior employee in place of a more senior one. The intent of this language is to facilitate voluntary placements from the lists of available vacancies and employees who are being recalled. As an alternative to recall, available positions may be filled by promotion, transfer

or demotion of current employees with mutual agreement of the department, Human Resources and the Association.

Laid-off employees are eligible for consideration for other positions in the City through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates (see Article 5 Section 2) for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

- 24.6 **Recall Procedure.** In the event a person is on lay-off (no longer working at the City in any capacity) notice of recall shall be sent by certified mail to the last address reflected in the employee's official personnel file, and the employee must respond within fourteen (14) calendar days of the date of the notice. If the person is actively employed at the City, informal notification of the recall will be provided and a certified letter to their mailing address is not required.

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

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

- The expiration of eighteen (18) month from the date of layoff.
- Reemployment in a comparable position or job class.
- Failure to accept employment or report to work in a comparable position or job class for which the employee has the skills and abilities to perform satisfactorily.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last known address on file with the City.
- Failure to respond within fourteen (14) days to a communication regarding availability of employment.
- Request in writing by the laid-off employee to be removed from the list.

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

Article 25 – Special Allowance

- 25.1 **Tool Allowance.** Beginning January 1, 2018 each employee holding the position of mechanic in Fleet Services will be provided a monthly tool allowance of \$83.00 per month.
- 25.2 The City agrees to insure for fire and burglary the hand tools (including tool box and electronic test equipment) which are possession of the employee at the employee's place of work or in a City vehicle. Such coverage will only extend to the employee if there is obvious

forced entry into the building or city owned vehicle or signs of catastrophic building loss due to fire, earthquake, flood, etc. and/or the tool box. Coverage does not extend to employee negligence such as not securing tools within the tool box, building, and/or city owned vehicle or normal wear and tear/loss of tools. The employee will be responsible to annually digitally photograph all tools that he/she owns and provide the City a copy of such documentation. The camera used for this purpose shall be made available by the City.

- 25.3 **Boot Allowance.** The City will provide a Safety Boot Allowance of \$150.00 per year to all active employees as of January 15 of each year regularly assigned to field crew classifications and mechanics to be paid on the January 20 paycheck. The Safety/Risk manager will provide specifications for the footwear to be purchased with this allowance. All employees issued a safety boot allowance will be expected to wear these boots when working.
- 25.4 **Multi-lingual/Communication Skills.** The City acknowledges the increasing needs to serve a diverse population and agrees to provide additional compensation for employees who use a second language (including sign language) in the course of their responsibilities with the public. The proficiency skills level for qualifying for this premium will be determined by management on an as-needed basis. Management reserves the right to test employee's proficiency skills prior to authorizing a multi-lingual premium and annually thereafter. If a multi-lingual premium is authorized, it is anticipated that the employee will use the skill whenever practicable, with department permission, to perform services City-wide. Employees certified to provide multi-lingual services shall receive an additional \$50.00 per month. This premium will be pro-rated per the employee's current FTE.

Article 26 – Working Out of Classification

- 26.1 An employee may be eligible for a work out of classification (WOOC) premium of five (5%) percent to his/her pay in the lower classification, unless such increase puts him/her beyond the top of the higher range. To be eligible for WOOC premium pay, the employee must be qualified to perform a significant portion of a majority of the essential job functions as outlined in the job description of the position in a higher classification, in the opinion of the department head, and must have been assigned to perform such duties, subject to the following conditions:
- The individual is formally assigned to perform the work in writing by the employee's supervisor.
 - The assignment receives advance approval of the department head.
 - WOOC assignments may only be made to a vacant position (or one that is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment as directed and approved by the department head.
 - The assignment shall be for a period of four (4) or more consecutive regular workdays.
 - The employee shall receive WOOC for each full workday in the assigned role.
 - Employees other than Water Quality Specialists of Water Treatment Operators, who possess the skills and a valid water treatment plant operator certification of the proper level for the City's water treatment plant, and who are assigned to operate the treatment plant in the absence of a regularly assigned Specialist or Operator due to leave or training, or for a special assignment as directed and approved by the department head,

shall receive premium pay. Such assignments shall be made only to cover leave or training periods or special assignment of on-half shift or longer, and such employee shall receive premium pay for each hour worked in the WOOC assignment. Such premium shall be according to the following schedule:

Current Employee Pay Grade	Premium Pay Designation	Premium Pay Increment
52	FP52	5%
54	FP54	13.5%
56	FP56	21%

Article 27 - Savings Clause

- 27.1 Should any article, clause, section, or portion thereof of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section, or portion thereof, directly specified in the decisions; upon the issuance of such a decision the parties agree immediately to negotiate, subject to state statute, a substitute, if possible, for the invalidated article, section or portion thereof.

Article 28 - Entire Agreement

- 28.1 The Agreement expressed herein constitutes the total and full Agreement between the parties regarding wages, hours and conditions of employment, and no agreement, whether oral or in writing, nor any representation heretofore or hereafter made by either party to the Agreement, shall add to, delete from, or supersede any of its provisions, unless made in writing and executed by both parties hereto as a supplement of this Agreement.
- 28.2 The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in the Agreement.

Article 29 - Termination and Renewal

- 29.1 This Agreement shall be in full force and effect from January 1, 2023 or on its date of execution, whichever is later, through December 31, 2025. Either party to this Agreement, wishing to renew or modify, must notify the other in writing prior to the expiration date or subsequent anniversary date of this Agreement. Such notification shall contain the substance and detail of the modification or renewal, and the specific language with such desired modification or renewal are to be expressed.

This agreement was signed by the following representatives of the City of Longview Employees Bargaining Association and the City of Longview.

For the Employer:

Kris Swanson Date

Witness:

Sabrina Fraidenburg Date

For the Association:

Jason McClung Date

Witness:

Eric Ferguson Date

APPENDIX “A”

The following classifications are those covered under the Agreement with the Longview Employee’s Bargaining Association:

Administrative Assistant	Lead Utility Systems Operator
Electrician	Library Specialist
Engineering Specialist	Library Technician I
Facilities Maintenance Technician	Library Technician II
Facilities Management Assistant	Mail Services Assistant
Facilities Management Technician II	Office Assistant
Fiscal/Utility Support Assistant	Parks Maintenance Technician II
Fiscal/Utility Support Technician	Parks Maintenance Technician III
Fleet Maintenance Parts Specialist	Public Works Maintenance Technician II
Fleet Maintenance Mechanic	Public Works Maintenance Technician III
Fleet Maintenance Technician	Recreation Specialist
Golf Maintenance Specialist	Traffic Maintenance Specialist
Golf Maintenance Technician	Traffic Maintenance Technician
Information Technology Specialist	Utility Systems Operator
Lead Facilities Maintenance Technician	Utility Systems Operator II
Lead Fiscal Utilities Technician	Utility Systems Operator III
Lead Fleet Maintenance Mechanic	Utilities System Program Specialist
Lead Parks Maintenance Technician	Urban Forestry Arborist II
Lead Public Works Maintenance Technician	Water Quality and Treatment Specialist
Lead Urban Forestry Arborist	

APPENDIX “B”

2023 Health Insurance Rate Tables

2023 EBA MEDICAL/DENTAL/VISION/VEBA						
Kaiser High Deductible \$1,500/\$3,000 w/HRA/VEBA: 20% office coinsurance after deductible; \$15/\$30 RX after deductible; Annual Out-of-Pocket Maximum \$2,500/\$5,000 Kaiser Vision: \$150 allowance every 24 months	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2023 Premium Increase of 11.55%)	\$694.01	\$1,000.73	\$1,272.77	\$1,370.64	\$1,677.37	\$1,949.43
Employee Monthly Contribution: (5% of Premium)	\$34.70	\$50.04	\$63.64	\$68.53	\$83.87	\$97.47
Employee Annual Cost: (5% of Premium)	\$416.40	\$600.48	\$763.68	\$822.36	\$1,006.44	\$1,169.64
Employer Monthly Base Contribution (95% of Premium)	\$659.31	\$950.69	\$1,209.13	\$1,302.11	\$1,593.50	\$1,851.96
Employer Annual Base Cost: (95% of Premium)	\$7,911.72	\$11,408.28	\$14,509.56	\$15,625.32	\$19,122.00	\$22,223.52
Total Annual Premium Cost:	\$8,328.12	\$12,008.76	\$15,273.24	\$16,447.68	\$20,128.44	\$23,393.16
Employer Monthly Contribution to HRA/VEBA	\$125.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Employer Annual Contrib. to HRA less submitted medical expenses	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Regence High Deductible \$1,500/\$3,000 w/HRA/VEBA: 20% office coinsurance after deductible; 20% RX in network; Annual Out-of-Pocket maximum \$5,000/\$10,000 VSP Vision: \$25 co-pay. Lenses every 12 months. Frames every 24 months	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2023 Premium Increase of 4.5%)	\$594.30	\$895.96	\$1,142.94	\$1,195.86	\$1,497.52	\$1,744.52
Employee Monthly Contribution: (5% of Premium)	\$29.72	\$44.80	\$57.15	\$59.79	\$74.88	\$87.23
Employee Annual Cost: (5% of Premium)	\$356.64	\$537.60	\$685.80	\$717.48	\$898.56	\$1,046.76
Employer Monthly Base Contribution (95% of Premium)	\$564.58	\$851.16	\$1,085.79	\$1,136.07	\$1,422.64	\$1,657.29
Employer Annual Base Cost: (95% of Premium)	\$6,774.96	\$10,213.92	\$13,029.48	\$13,632.84	\$17,071.68	\$19,887.48
Total Annual Premium Cost	\$7,131.60	\$10,751.52	\$13,715.28	\$14,350.32	\$17,970.24	\$20,934.24
Employer Monthly Contribution to HRA/VEBA	\$125.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Employer Annual Contrib. to HRA less submitted medical expenses	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Opt-Out/VEBA = \$825/month with acceptable assurance of coverage by an ACA group health plan						

DENTAL	Employee	1 Dependent	2 or more Dependents			
Delta Dental of Washington Plan F					***** Under the Affordable Care Act, Health Insurers and employers must provide a medical summary of benefits and coverage (SBC) to enrollees upon the group's renewal. The Kaiser and Regence SBCs are available on the City's Nutshell website under Departments/Human Resources/Benefit Documents/2023 Benefits Information and Enrollment Forms. SBC documents are available in paper form upon request to the Human Resources Department.	
Total Monthly Premium: (2023 Premium Increase of 0%)	\$55.88	\$105.68	\$165.42			
Employee Monthly Contribution at 20%	\$11.18	\$21.14	\$33.08			
Employee Annual Contribution at 20%	\$134.16	\$253.68	\$396.96			
Employer Monthly Contribution at 80%	\$44.70	\$84.54	\$132.34			
Employer Annual Cost	\$536.40	\$1,014.48	\$1,588.08			
Total Annual Premium Cost	\$670.56	\$1,268.16	\$1,985.04			
Willamette Dental						
Total Monthly Premium: (2023 Premium Increase of 0%)	\$64.32	\$120.50	\$191.92			
Employee Monthly Contribution at 20%	\$12.86	\$24.10	\$38.38			
Employee Annual Contribution at 20%	\$154.32	\$289.20	\$460.56			
Employer Monthly Contribution at 80%	\$51.46	\$96.40	\$153.54			
Employer Annual Cost	\$617.52	\$1,156.80	\$1,842.48			
Total Annual Premium Cost	\$771.84	\$1,446.00	\$2,303.04			
Kaiser Dental						
Total Monthly Premium: (2023 Premium Increase of 0%)	\$59.03	\$118.06	\$177.09			
Employee Monthly Contribution at 20%	\$11.81	\$23.61	\$35.42			
Employee Annual Contribution at 20%	\$141.72	\$283.32	\$425.04			
Employer Monthly Contribution at 80%	\$47.22	\$94.45	\$141.67			
Employer Annual Cost	\$566.64	\$1,133.40	\$1,700.04			
Total Annual Premium Cost	\$708.36	\$1,416.72	\$2,125.08			
Vision						
An employee selecting medical coverage the City will pay 100%; An employee opting out of medical will contribute 100% of premium						
Total Monthly Premium: (2023 Premium Increase of 0%)	\$7.72	\$15.44	\$23.16			
Annual Contribution	\$92.64	\$185.28	\$277.92			

APPENDIX “C”

2023 EBA - Administrative Services Positions									
4% Effective 1/1/2023									
						STEPS			
	GRADE	PER	A	B	C	D	E	F	
	41	MO	\$4,766	\$5,017	\$5,281	\$5,545	\$5,822	\$6,113	
		PP	\$2,383.00	\$2,508.50	\$2,640.50	\$2,772.50	\$2,911.00	\$3,056.50	
		YR	\$57,192	\$60,204	\$63,372	\$66,540	\$69,864	\$73,356	
		HR	\$27.50	\$28.94	\$30.47	\$31.99	\$33.59	\$35.27	
	42	MO	\$4,417	\$4,649	\$4,894	\$5,139	\$5,396	\$5,666	
		PP	\$2,208.50	\$2,324.50	\$2,447.00	\$2,569.50	\$2,698.00	\$2,833.00	
		YR	\$53,004	\$55,788	\$58,728	\$61,668	\$64,752	\$67,992	
		HR	\$25.48	\$26.82	\$28.23	\$29.65	\$31.13	\$32.69	
Administrative Assistant	43	MO	\$4,089	\$4,304	\$4,530	\$4,757	\$4,995	\$5,245	
Fleet Maint. Technician		PP	\$2,044.50	\$2,152.00	\$2,265.00	\$2,378.50	\$2,497.50	\$2,622.50	
Library Technician I		YR	\$49,068	\$51,648	\$54,360	\$57,084	\$59,940	\$62,940	
Recreation Specialist		HR	\$23.59	\$24.83	\$26.13	\$27.44	\$28.82	\$30.26	
Lead Fiscal Utilities Technician									
Fiscal/Utility Support Asst.	44	MO	\$3,856	\$4,059	\$4,273	\$4,487	\$4,711	\$4,947	
Office Assistant		PP	\$1,928.00	\$2,029.50	\$2,136.50	\$2,243.50	\$2,355.50	\$2,473.50	
Fiscal/Utility Support Tech.		YR	\$46,272	\$48,708	\$51,276	\$53,844	\$56,532	\$59,364	
Library Tech. II		HR	\$22.25	\$23.42	\$24.65	\$25.89	\$27.18	\$28.54	
	45	MO	\$3,736	\$3,933	\$4,140	\$4,347	\$4,564	\$4,792	
		PP	\$1,868.00	\$1,966.50	\$2,070.00	\$2,173.50	\$2,282.00	\$2,396.00	
		YR	\$44,832	\$47,196	\$49,680	\$52,164	\$54,768	\$57,504	
		HR	\$21.55	\$22.69	\$23.88	\$25.08	\$26.33	\$27.65	
	46	MO	\$3,475	\$3,658	\$3,851	\$4,044	\$4,246	\$4,458	
		PP	\$1,737.50	\$1,829.00	\$1,925.50	\$2,022.00	\$2,123.00	\$2,229.00	
		YR	\$41,700	\$43,896	\$46,212	\$48,528	\$50,952	\$53,496	
		HR	\$20.05	\$21.10	\$22.22	\$23.33	\$24.50	\$25.72	
	47	MO	\$3,240	\$3,410	\$3,589	\$3,768	\$3,956	\$4,154	
		PP	\$1,620.00	\$1,705.00	\$1,794.50	\$1,884.00	\$1,978.00	\$2,077.00	
		YR	\$38,880	\$40,920	\$43,068	\$45,216	\$47,472	\$49,848	
		HR	\$18.69	\$19.67	\$20.71	\$21.74	\$22.82	\$23.97	
Mail Services Assistant	48	MO	\$2,941	\$3,096	\$3,259	\$3,422	\$3,593	\$3,773	
		PP	\$1,470.50	\$1,548.00	\$1,629.50	\$1,711.00	\$1,796.50	\$1,886.50	
		YR	\$35,292	\$37,152	\$39,108	\$41,064	\$43,116	\$45,276	
		HR	\$16.97	\$17.86	\$18.80	\$19.74	\$20.73	\$21.77	

2023 EBA - Administrative Services Positions									
4% Effective 1/1/2023									
						STEPS			
	GRADE	PER	A	B	C	D	E	F	
Electrician	50	MO	\$5,412	\$5,697	\$5,997	\$6,297	\$6,612	\$6,943	
IT Specialist (GIS Coordinator)		PP	\$2,706.00	\$2,848.50	\$2,998.50	\$3,148.50	\$3,306.00	\$3,471.50	
Lead Mechanic		YR	\$64,944	\$68,364	\$71,964	\$75,564	\$79,344	\$83,316	
Lead Engineering Specialist		HR	\$31.22	\$32.87	\$34.60	\$36.33	\$38.15	\$40.06	
Lead Facilities Mgmt Technician									
Traffic Maint. Specialist	51	MO	\$5,352	\$5,634	\$5,931	\$6,228	\$6,539	\$6,866	
Water Treatment Operator		PP	\$2,676.00	\$2,817.00	\$2,965.50	\$3,114.00	\$3,269.50	\$3,433.00	
		YR	\$64,224	\$67,608	\$71,172	\$74,736	\$78,468	\$82,392	
		HR	\$30.88	\$32.50	\$34.22	\$35.93	\$37.73	\$39.61	
Facilities Mgmt Technician I	52	MO	\$5,100	\$5,368	\$5,650	\$5,933	\$6,230	\$6,542	
Engineering Specialist		PP	\$2,550.00	\$2,684.00	\$2,825.00	\$2,966.50	\$3,115.00	\$3,271.00	
Fleet Maint. Mechanic		YR	\$61,200	\$64,416	\$67,800	\$71,196	\$74,760	\$78,504	
Lead Utility Systems Operator		HR	\$29.42	\$30.97	\$32.60	\$34.23	\$35.94	\$37.74	
Library Specialist									
Lead Parks Maint. Tech.	53	MO	\$4,842	\$5,097	\$5,365	\$5,633	\$5,915	\$6,211	
Lead Street Maint. Tech.		PP	\$2,421.00	\$2,548.50	\$2,682.50	\$2,816.50	\$2,957.50	\$3,105.50	
Traffic Maint. Specialist		YR	\$58,104	\$61,164	\$64,380	\$67,596	\$70,980	\$74,532	
IT Technician		HR	\$27.93	\$29.41	\$30.95	\$32.50	\$34.13	\$35.83	
Utility Systems Operator II	54	MO	\$4,729	\$4,978	\$5,240	\$5,502	\$5,777	\$6,066	
		PP	\$2,364.50	\$2,489.00	\$2,620.00	\$2,751.00	\$2,888.50	\$3,033.00	
		YR	\$56,748	\$59,736	\$62,880	\$66,024	\$69,324	\$72,792	
		HR	\$27.28	\$28.72	\$30.23	\$31.74	\$33.33	\$35.00	
Street Maint. Technician II	55	MO	\$4,591	\$4,833	\$5,087	\$5,341	\$5,608	\$5,888	
Traffic Maint. Technician		PP	\$2,295.50	\$2,416.50	\$2,543.50	\$2,670.50	\$2,804.00	\$2,944.00	
Facilities Mgmt Technican II		YR	\$55,092	\$57,996	\$61,044	\$64,092	\$67,296	\$70,656	
Parks Maint. Technician II		HR	\$26.49	\$27.88	\$29.35	\$30.81	\$32.35	\$33.97	
Golf Maint. Specialist									
Utility Systems Operator III	56	MO	\$4,445	\$4,679	\$4,925	\$5,171	\$5,430	\$5,702	
		PP	\$2,222.50	\$2,339.50	\$2,462.50	\$2,585.50	\$2,715.00	\$2,851.00	
		YR	\$53,340	\$56,148	\$59,100	\$62,052	\$65,160	\$68,424	
		HR	\$25.64	\$26.99	\$28.41	\$29.83	\$31.33	\$32.90	
Golf Maint. Technician	57	MO	\$4,342	\$4,570	\$4,811	\$5,052	\$5,305	\$5,570	
Street Maint. Technician III		PP	\$2,171.00	\$2,285.00	\$2,405.50	\$2,526.00	\$2,652.50	\$2,785.00	
Parks Maint Technician III		YR	\$52,104	\$54,840	\$57,732	\$60,624	\$63,660	\$66,840	
Recreation Specialist		HR	\$25.05	\$26.37	\$27.76	\$29.15	\$30.61	\$32.13	
Facilities Mgmt. Assistant	58	MO	\$3,646	\$3,838	\$4,040	\$4,242	\$4,454	\$4,677	
		PP	\$1,823.00	\$1,919.00	\$2,020.00	\$2,121.00	\$2,227.00	\$2,338.50	
		YR	\$43,752	\$46,056	\$48,480	\$50,904	\$53,448	\$56,124	
		HR	\$21.03	\$22.14	\$23.31	\$24.47	\$25.70	\$26.98	
	59	MO	\$3,360	\$3,537	\$3,723	\$3,909	\$4,104	\$4,309	
		PP	\$1,680.00	\$1,768.50	\$1,861.50	\$1,954.50	\$2,052.00	\$2,154.50	
		YR	\$40,320	\$42,444	\$44,676	\$46,908	\$49,248	\$51,708	
		HR	\$19.38	\$20.41	\$21.48	\$22.55	\$23.68	\$24.86	



City of Longview

Agenda Summary

ORDINANCE NO. 3487 - AMENDING LMC 19.78.060 REGARDING HARD SURFACE REQUIREMENTS

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3487

DATE: June 8, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Staff received Planning Commission recommendation on the proposed code changes to Hard Surface Requirements as of the May 3, 2023 Planning Commission Public Hearing. The revised language now specifies Single Family Residences may have a reduction in their hard surface requirements.

Staff presented the proposed amendment to the zoning code to City Council for their consideration May 25, 2023.

May 25, 2023 City Council directed the City Attorney to prepare an ordinance accepting the proposed code revision.

The ordinance is now presented for adoption.

RECOMMENDED ACTION:

Motion to adopt Ordinance No. 3487

STAFF CONTACT:

Community Development Planner Mac Kosar

Attachments:

1. Ord 3487 Amending LMC 19.78.060 regarding Hard Surface Requirements

ORDINANCE NO. 3487

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON AMENDING LMC 19.78.060 ADDRESSING DRIVEWAY SURFACE REQUIREMENTS

WHEREAS, current city code requires residential driveways to be paved the full length from the roadway to the garage or parking space; and

WHEREAS, legal residential vehicular parking may be accomplished beyond the legal front yard setback, without harm to the environment, and a savings to the homeowner; and

WHEREAS, affordable housing can be promoted through lowering the costs of development, such as modification to driveway paving requirements; and

WHEREAS, the Planning Commission considered and approved the proposed recommendation to LMC 19.78.060 at its May 3rd 2023 Public Hearing,

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

Section 1 That Chapter 19.78.060 of the Longview Municipal Code shall be, and is hereby amended to read as follows; provided, manifest and numbering errors shall be corrected prior to publication:

19.78.060 Surface requirements.

Every off-street automobile parking and truck loading and unloading space and necessary means of access to such space, such as driveways, shall be made permanently available for such purpose and shall be improved with asphaltic or Portland cement concrete or other approved alternatives including permeable pavements and pavers, and be well maintained.

For single family residences (SFR) in (R-1, R-2, R-3, R-4) or (TNR), there may be a reduction in the hard surface requirement, reducing the driveway paving requirement to the first 50 feet of distance, starting where the driveway connects to a public road. Driveways extending more than 50 feet from the public road are required to meet City standard. Any alternate design must be approved by the Building Official in consultation with the Fire Marshal and Community Development Director.

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 4. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

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

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

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

James McNamara
City Attorney

Published: _____



City of Longview

Agenda Summary

RESTORATION OF THE MONTICELLO CONVENTION SITE

RECOMMENDED ACTION:

MOTION TO APPROVE THE DONOR TO COMMENCE THE PROJECT

DATE: June 8, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

JH Kelly has approached the City to rehabilitate the Monticello Convention Site as a donated gift back to the City. This project is for the replacement of existing historical marker signage and site improvements to the Monticello Convention Site Marker located in the traffic island between Olympia, Maple, and 18th in Longview, Washington.

Originally erected in 1952 along Tennant Way, near the historic location of the town of Monticello, it was moved to its current location in 1967. The park features three large signs commemorating the event and the participants of both the Monticello Convention and the participants in the earlier Cowlitz Landing Convention. It also includes a small bench, wood place marker signage, exposed aggregate hardscape, several large rhododendrons, and some shorter ground cover.

While some attempts to maintain the site have been made, all of the wooden elements (signs and benches) are rotting and will need to be demolished in the very near future. The hardscape is in good shape. The rhododendrons have grown too large, causing water damage to the signs and shading the entire site. The remaining landscaping is not in great shape either.

There is a full description of the project attached, and the purpose of this project is to:

- Replace three large interpretive signs
- Replace the place marker signage
- Add conduit and electrical conductors from the existing street light circuit to the new park lights
- Add two benches (matching the parks standard)
- Add two light poles (matching the parks standard)
- Add a water line across Maple Street and a water meter in the park
- Add a hose bib for landscape irrigation
- Clear the existing landscape and replace it with new

- Limb trees up for additional visibility

Budget and labor implications:

During construction:

The only request of Urban Forestry Staff is to elevate the trees in the area for additional visibility. All other construction and labor costs will be absorbed by JH Kelly.

Ongoing Maintenance Costs:

1. Monthly Water Usage: \$20 - \$25 average w/ 3/4 meter and usage
2. Weekly Watering: 1 Additional Hour of Part Time Staff Time to be integrated into our water route during dry season
 - * This site is already maintained by Parks Staff for the hand mow route
3. Monthly electric usage added to the street light bill of under \$5.

RECOMMENDED ACTION:

Motion to approve the donor to commence the project

STAFF CONTACT:

Jennifer Wills, Director of Parks and Recreation

Attachments:

1. Monticello Convention Park Project Prospectus - 2023.05.30
2. Monticello Convention Park Project Background Information



PROJECT PROSPECTUS
Monticello Convention
Park Rehabilitation
Longview, WA



Project Overview

This project is for the replacement of existing historic marker signage and site improvements for the Monticello Convention Site Marker located in the traffic island between Olympia, Maple, and 18th in Longview, Washington.

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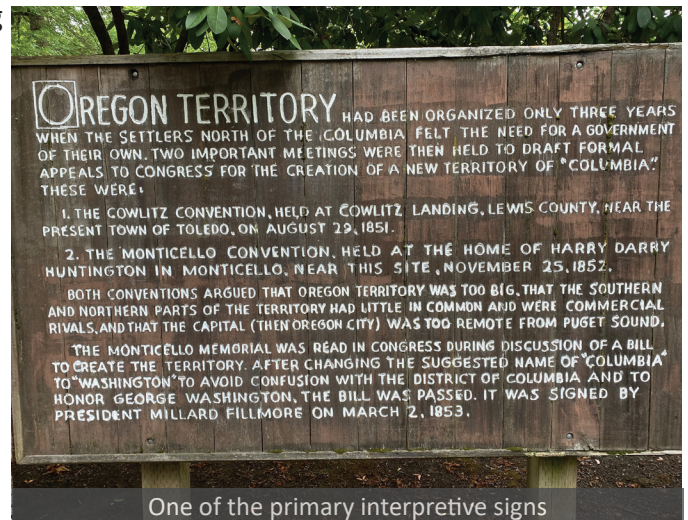
While some attempt to maintain the site has been made, all of the wooden elements (signs and benches) are rotting and will need to be demolished in the very near future. The hardscape is in good shape. The rhododendrons have grown too large and are shading the entire site. The remaining landscaping is not in great shape either.

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- Add two light poles (matching the parks standard)
- Add a hose bib for landscape irrigation
- Clear the existing landscape and replace with new



The Monticello Convention Park



One of the primary interpretive signs

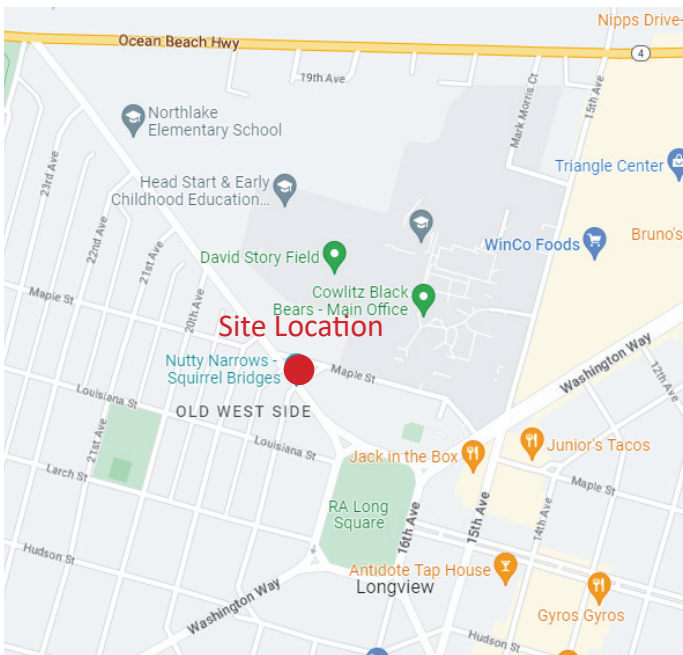


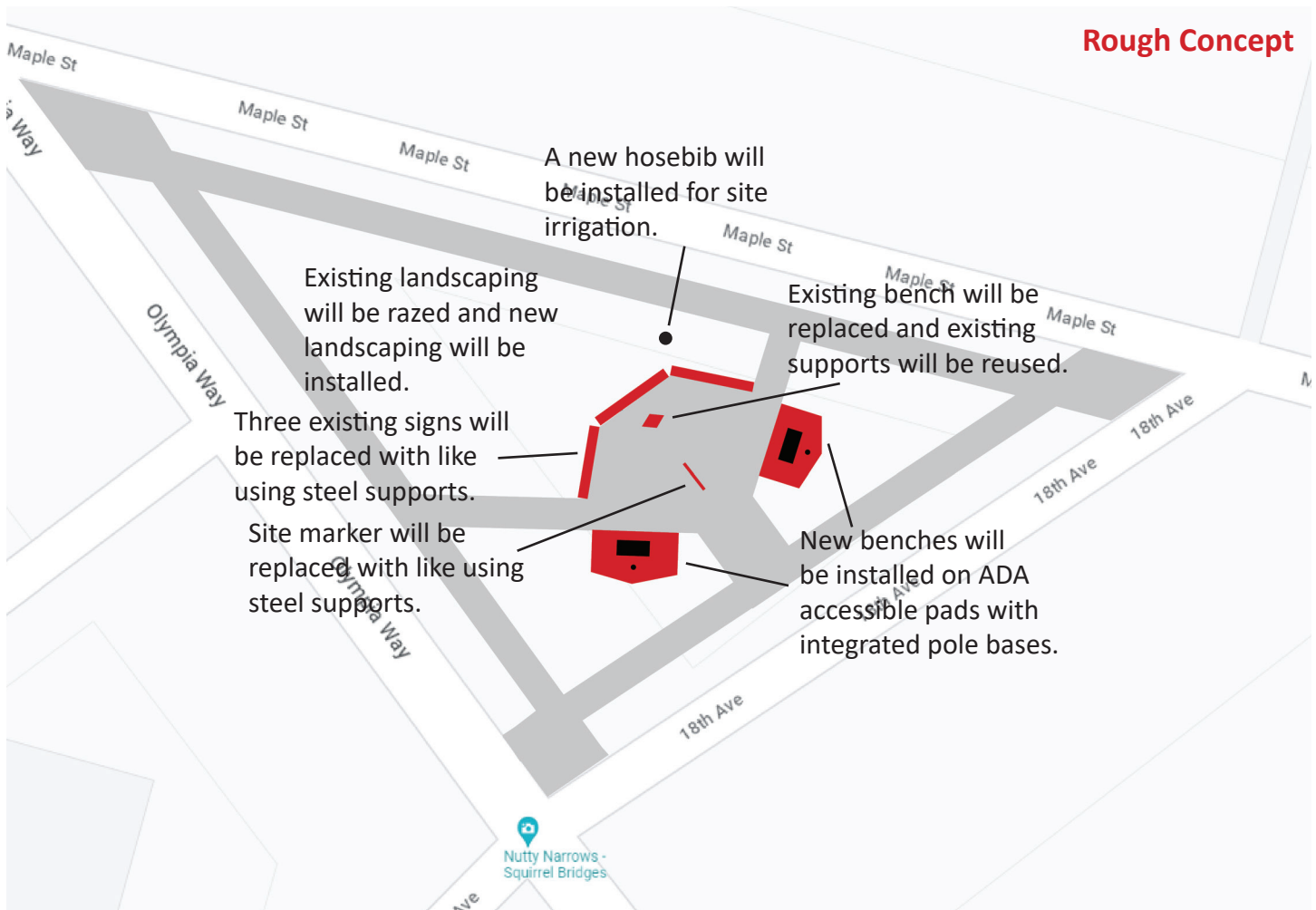
Existing bench

Scope Description

The project scope includes:

- **Signage:** All signs are to be replaced with redwood to prevent degradation. We also priced clear cedar, but it was actually a bit more expensive and wouldn't be as weather resistant. Our carpenter shop will build the sign boards (8'x5') by biscuiting together redwood planks. The site marker signage will be a single board on each side. Jeff Mahitka will create a CAD file for Bob's Big Boards to use their CNC router to complete all the lettering. Lettering will be infilled using a white epoxy and the boards will be treated with a matte stain. We will install a moulding around the edge of the signs to duplicate the original look.
- **Signage Support:** Signs will be installed on powdercoated tube steel supports set in concrete
- **Bench:** The existing bench will be rebuilt using the same redwood material.
- **New Benches:** Two new cast iron benches, matching those across the street around the Shay Locomotive Pavilion will be installed. Each will be set on a concrete pad that will extend to the sidewalk to facilitate ADA access.
- **New Lighting:** Two new lightpoles, also matching those across the street will be installed behind the benches to provide additional site lighting. Power will come off the existing street lighting on the corner. We will coordinate a portion of the install with the planned city removal and replacement of the sidewalks at the corner for ADA improvements. We will bore under one section of sidewalk to install the east light pole, avoiding sawcutting and pour back of the existing exposed aggregate hardscape.
- **Hose Bib:** A new hose bib will be installed to facilitate site upkeep and irrigation of the new landscaping. Unfortunately, water to the traffic island has been cut and capped. We will have to tap into a main on the other side of maple. The tap will require street closure, the demolition of one of the octagonal concrete street panels, boring under the street, and pour back.
- **Landscape:** We will also clear the existing landscape and in coordination with Parks, limb the trees. Landscaper, Lisa Bradford, will design and install new landscaping that allows more light and visibility for the site.





Schedule

We anticipate that this project will take about 600 craft hours to perform. We expect two weeks of fab shop time building the signs and bench and two weeks onsite performing the work. Project start will be dependent on completion of permitting. We will perform the connection to the existing light pole and routing under the primary sidewalk out of sequence and it will be dependent on when the city removes and replaces the sidewalk.



BACKGROUND INFORMATION

Monticello Convention Park Rehabilitation

Longview, WA



COWLITZ

HISTORICAL QUARTERLY

DECEMBER 2002

VOLUME 44, NUMBER 4



Pioneer Rebellion North of the Columbia

The first of two special issues

IF YOU read the *Quarterly* regularly, you may have grown accustomed to seeing a table of contents on this page. You'll find none in this issue, however, because none is needed.

That's not because it's void of content. To the contrary, this issue has 46 pages of fascinating tales from a century-and-a-half ago. But all the stories are part of one large package that focuses on pioneers who were determined to have their own territorial government north of the Columbia River. You start on Page 3 and keep going.

Our story coincides with an anniversary. It was 150 years ago that forty-four men attended a convention at the hamlet of Monticello on the Cowlitz, near where Tennant Way is now. Their goal was to draw up a memorial, or petition, asking Congress for a political divorce from Oregon Territory.

Dennis Weber, a government and history teacher at R. A. Long High School, wrote the story of the territory's birth — a task he volunteered for last spring.

He dug into his task with gusto. Dennis made trips to Seattle and wrote to Washington, D.C., for information. The result of his work, which included many late nights pecking away on his Macintosh computer, is an entertaining and scholarly article.

Originally, I had planned to accompany the Monticello Convention story with short profiles of men who attended the meeting. But Dennis' prolific effort left no room for any more stories.

So the March 2003 issue will feature stories on a score of pioneers who signed the Monticello Memorial. That issue will wrap up the *Quarterly's* in-depth examination of the people and events that shaped our state.

In the meantime, I hope you enjoy Dennis' story. It's a good read, entertaining and educational.



Editor's Letter

BOB
GASTON

COWLITZ HISTORICAL QUARTERLY

Volume 44, Number 4

December 2002

The Cowlitz Historical Quarterly is published four times a year by the Cowlitz County Historical Society, State of Washington. Single-copy price is \$5. The Quarterly Editor welcomes articles dealing with the history of Cowlitz County, Southwestern Washington and Washington State.

Sarah Koss President, Cowlitz County Historical Society

David Freece Director, Cowlitz County Historical Museum

Bob Gaston Editor, Cowlitz Historical Quarterly

COWLITZ COUNTY HISTORICAL MUSEUM

405 Allen Street
Kelso, Washington 98626

Museum Hours

Tuesday through Saturday: 9 a.m. to 5 p.m.

Sunday: 1 p.m. to 5 p.m.

Closed Mondays

Phone: (360) 577-3119

Website: www.co.cowlitz.wa.us/museum

Cowlitz County Historical Society Membership

Individual Membership	\$25
Family Membership	\$30
Contributing Membership	\$60
Benefactor / Business Membership	\$125 to \$499
Sponsor Membership	\$500 to \$999
Life Membership	\$1,500 and above
Historical Quarterly subscription only	\$20
Newsletter subscription only	\$15

Members receive the Cowlitz Historical Quarterly and the Newsletter, invitations to Museum events and a 10 per cent discount on most items in the Museum Store.

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Northern Rebels



*Pioneers who trekked north
of the Columbia River were
the 'free spirits' of their day*

BY DENNIS WEBER
HISTORICAL SOCIETY BOARD MEMBER

ON November 24, nearly 300 people gathered in Longview to celebrate the 150th anniversary of the signing of a memorial requesting a new territory north of the Columbia River.

The festivities included a brief ribbon-cutting ceremony for a refurbished monument that commemorates a meeting held on November 25, 1852, at Monticello, a humble community near the mouth of the Cowlitz River.

Called the Monticello Convention, the meeting drew forty-four men from infant towns north of the Columbia. They gathered to petition Congress for a political divorce from Oregon Territory.

Their efforts were rewarded three months later, when President Millard Fillmore signed a bill creating Washington Territory. The legislation was the product of persistent effort by a few ambitious men eager to control their political destiny at a time when America was a seething cauldron of sectional rivalry.

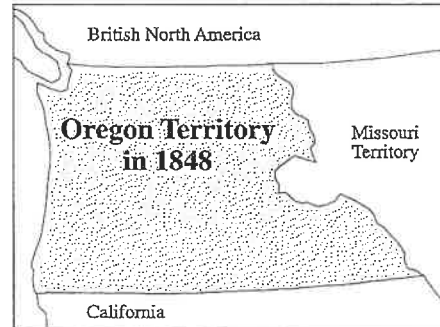
The question of slavery colored nearly every decision made by Congress following the Mexican War — especially plans for building a transcontinental railroad that would open new lands. Would the new territories be free or slave?

Local political rivalries and personal ambitions also created

roadblocks for northern Oregon residents who proposed a "Columbia Territory." And considering the small population of the proposed territory, the pioneers' request simply did not rank high in the nation's priorities.

The conventions and public demonstrations organized by the pioneers in 1851–1852 were, in retrospect, tempests in teapots. While the leaders poured energy into the meetings, the participants fell silent afterwards. Original documents, diaries and letters about what went on at the

Monticello Convention are virtually non-existent. The identities of several delegates remain mysteries. And yet, a new territory was created. It has been left to historians to try to piece together the fascinating story of how Washington came into being. With key pieces of evidence still missing, it remains an unfinished story.



Impatient settlers leave a legacy

Just who were the forty-four pioneers whose ambitions and dreams led to the signing of the Monticello Convention Memorial and the founding of the Territory of Washington 150 years ago? More than half had been in Oregon Territory less than two years. At least fourteen were under age thirty-five. Four were over fifty. Only a few had been settlers in Oregon longer than five years.

Noted historian Norman H. Clark described American settlers north of the Columbia River in the late 1840s and early 1850s as impatient and imaginative "free spirits." He outlined significant differences between them and the "older" Oregon settlers of the 1830s and 1840s:

"North of the Columbia after 1850 a man could make himself well-to-do in a season by chopping trees with a hand ax, felling them in tide water, then cutting them into logs and firewood to sell to San Francisco. If he wanted to farm, he could ship to the fantastic prices in San Francisco for potatoes, butter, or wheat. California would buy almost anything that was for sale, and along the Northwest Coast shrewd men were looking for almost anything.

"[They] were newcomers to the region, free spirits in no way cramped by the history or traditions of the missionary-ridden society of pioneer farmers that had since 1834 nourished American loyalties in the Willamette Valley. ... [Most] had come not to farm

Dr. John McLoughlin

The chief factor of the Hudson's Bay Company at Fort Vancouver, McLoughlin was hospitable to Americans who stopped at the fort. But he offered not-so-subtle suggestions that they return south. He did not want Americans to settle north of the Columbia.



but to cut gold out of the sea and the forest, to plunder timber from lands they did not own, to pack salmon and shellfish from seemingly endless rivers and bays, or simply to sell whiskey to the Indians."

Many of those who arrived to map out their futures at Monticello on that soggy November day in 1852 were ambitious leaders of their fledgling communities.

They included the likes of stern but visionary Arthur Denny and alcohol-dispensing politico Doc Maynard from Seattle; enterprising merchants Loren Hastings and Henry Wilson from Port Townsend; the mercurial but illiterate Michael T. Simmons from Olympia; Hudson's Bay Company veterans Simon Plamondon and George B. Roberts; foreign-born John R. Jackson, Peter Crawford and Adam Wylie; and respected elders Sidney S. Ford, Lewis Hawkins Davis and Seth Catlin.

Others simply passed through, leaving no apparent evidence of their existence other than their scrawled names on the memorial.

Common life experiences

A review of Donation Land Claim records reveals life experiences that at least thirty-eight of the Monticello Memorial signers held in common with their "Old Oregonian" compatriots. Generally, they all:

- were born back East;
- moved with their parents to the Old Northwest (Ohio, Indiana,

Illinois, Michigan, Wisconsin and parts of Minnesota, first governed according to the Northwest Ordinance of 1787) or to Kentucky;

- married young brides before heading across the plains from Missouri with ox-drawn wagons (although, to be sure, a few went west to get away from bad marriages);

- endured the ravages of cholera and the curiosity of natives;

- survived the treacherous rapids at the Columbia Gorge (although three are listed as toll-payers on the Barlow Road); and

- enjoyed the generous hospitality of Dr. John McLoughlin or the other chief factors of the Hudson's Bay Company at Fort Vancouver, an outpost of civilization.

Then the break from tradition came. Despite Dr. McLoughlin's not-so-subtle suggestions to head south, these men ventured by boat and muddy trails to the forbidden lands north of the Columbia.

Some were armed with the knowledge of U.S. Navy Lieutenant Charles Wilkes' favorable report about Puget Sound. "Nothing can exceed the beauty of these waters and their safety," he reported to Congress in the mid-1840s.

TERRITORIAL TIMELINE

August 14, 1848: Oregon Territory established.

July 4, 1851 In speech at Olympia, John B. Chapman calls for creation of a separate territory north of the Columbia River.

August 29, 1851 In a convention at Cowlitz Landing, a memorial requesting division of Oregon Territory is drafted.

July 4, 1852 Daniel R. Bigelow delivers a patriotic oration renewing the call for a new territory.

September 1852 *The Columbian* newspaper begins publication in Olympia, printing Bigelow's July 4 address in its first issue.

October 27, 1852 Settlers attending an informal meeting at the home of John R. Jackson decide to hold another convention at Monticello.

November 25, 1852 Forty-four men attend the Monticello Convention and sign a new memorial to Congress.

December 6, 1852 Joseph Lane, Oregon's territorial delegate to Congress, introduces a resolution calling for creation of "Columbia Territory."

January 14, 1853 The Oregon Territorial Legislature passes a resolution approving a division of the territory.

February 8, 1853 The Monticello Memorial is read in Congress and action taken to create a new territory named "Washington."

March 2, 1853 President Millard Fillmore signs a bill creating Washington Territory.

Impressed with what they saw, they headed back to Fort Vancouver or Oregon cities to bring their families into a raw, untamed land of opportunity.

A few Monticello delegates had to change their loyalties. George Barber Roberts and Simon Plamondon came to the area first as employees of the Hudson's Bay Company in its valiant efforts to replace dwindling fortunes from fur trapping with profits from agriculture. Plamondon settled in the fertile Cowlitz River Valley in the late 1820s and Roberts came to run the Hudson's Bay Company's Cowlitz Farms located adjacent to the Catholic Mission northeast of present-day Toledo. They eventually declared their intentions to become U.S. citizens.

Initially, few immigrants headed north

At first Americans trickled in slowly. In 1844-45, a handful ventured north from Fort Vancouver. First was a naturalized American from England, John R. Jackson. He was soon followed by the Michael T. Simmons party seeking distance from the racist laws of the Oregon Provisional Government. Just north of the lucrative Hudson's Bay Company Cowlitz Farms, Jackson built his cabin on a natural plain, soon to be known as Jackson Prairie.

Near where the Deschutes River flows into Puget Sound, Simmons built a gristmill and a sawmill at the falls, known to natives as Tum Water.

According to local statutes, Negroes who remained in Oregon were to be whipped every six months. Simmons' friend and fellow traveler George Bush was of mixed race and had been classified in the 1840 census as Negro. His mother was Irish and father was an African from the West Indies. But he definitely did not want to return to Missouri where he would also face discrimination. So the entire Simmons party found a location as far from Oregon authorities as possible.

Although later federal land claim laws also contained prohibi-

Michael Simmons

He was among the first Americans to settle north of the Columbia.



tions against African-American land ownership, Bush was held in such high regard by his neighbors that the territorial legislature successfully petitioned Congress to pass a special exemption for him and his heirs.

Sidney S. Ford Sr. and Joseph Borst arrived in the Chehalis Valley the next year. The Ford home became a stopping point on the route from the Columbia River to Puget Sound. It was situated on an open prairie and came to be called Ford's Prairie. Ford's daughter Mary Angeline was born in June 1847, becoming the first American child born north of the Columbia.

Cordon Porter reached the Satsop Valley in 1849. A few more families joined Andrew Simmons to settle near his older brother Michael at the south end of Puget Sound. A lonelier existence was in store for Luther M. Collins, who reached beyond the mouth of the Duwamish River in the fall of 1847 with two other settlers and built a modest cabin that served as his home base while he roamed the hills and valleys of the Cascade slopes. His frequent trips eventually earned him the nickname "Daniel Boone of Seattle."

During those first few years, the number of American immigrants north of the Columbia numbered only about one hundred.

New Federal laws spur rapid growth

One result of the gradual migration was an agreement in 1846 between the Hudson's Bay Company and the Americans in Oregon City to establish a rudimentary form of local government for northern Oregonians. First, Vancouver County was created by the Oregon Provisional Government to cover all of Oregon north of the Columbia from the Continental Divide to the Pacific.

Simmons was named a commissioner and Jackson became sheriff. By the end of the year, Vancouver County was renamed and divided basically along the Cowlitz River into Clarke and Lewis counties. Plamondon became Lewis County's first treasurer in 1847 and Ford became justice of the peace, earning the right to be known as Judge Ford.

The United States and Great Britain signed the Treaty of 1846 that ceded the American claim to Oregon north of the 49th Parallel and the Straits of Juan de Fuca. British Prime Minister Robert Peel predicted the treaty would be the basis for a long-lasting peace between his country and the United States. After declaring it one of his major accomplishments, he promptly resigned.

More importantly, the treaty set the stage for federal preemption

of the creaky Oregon Provisional Government. The Territory of Oregon was formally established in late 1848 and with it came the implicit promise of federal funds and jobs.

Before leaving office in 1849, Democratic President James Knox Polk appointed political allies to be a governor, an attorney, a marshal and three judges. Local elections determined justices of the peace, territorial legislators and a delegate to Congress.

Famed mountain man Joe Meek was appointed U.S. marshal and in 1849 conducted a census, in part to identify potential jurors. By his count there were only 304 inhabitants north of the Columbia, and about 200 of them were Hudson's Bay Company employees. He routinely drew jurors from Clarke County to serve before federal Judge William Strong at the courthouse in John R. Jackson's home at Jackson Prairie. In the 1850 census the count more than tripled to 1,049.

Land claim act drives development of Oregon

Historian Carlos Schwantes claims that "few congressional laws had a greater impact" on Oregon than did the Donation Land Claim Act of 1850.

To the relief of early settlers, the law recognized the generous land claims allowed by the Oregon Provisional Government — 320 acres for single white adult men, plus another 320 acres if they married by December 1, 1851. This meant a total of 640 acres per white family — the typical size of southern plantations. After that date, the allotment was reduced to the more typical 160 acres for single men and 320 acres for married couples.

The federal surveys that laid out a township-range grid of numbered square-mile sections remain the basic mapping feature in use today. Section lines continue to define many political boundaries, rural roads and property lines.

The DLC Act of 1850 delineated a significant shift in the political makeup of the more recent settlers north of the Columbia. Earlier settlers were much more agrarian and had, under provisional governance, acquired twice the land allowed by federal statute. Census figures indicate that fully 39 percent of the settlers in the Pacific Northwest came from seven states: Missouri, Kentucky, Tennessee, Illinois, Indiana, Iowa and Ohio.

Northwest historian Robert Johannsen points out that these settlers "carried with them their democratic beliefs ... [and] a reputation for dynamic political energy."

"A strong element in the political thought of this frontier was a feeling of independence from external authority, an almost religious devotion to the principle of popular self-government. The settlers of the Pacific Northwest identified their beliefs with the agrarian democracy [and] ... were steeped in the Jeffersonian-Jacksonian tradition. ... [The] social and political equality that the frontier generated favored the transplanting of Democratic Party principles to the Pacific Northwest."



Thus, Oregon was known as a Democratic stronghold. In fact, after the Whigs captured the White House in the 1848 election, retiring Illinois Congressman Abraham Lincoln turned down territorial appointments to Oregon. As a successful Whig Party organizer, Lincoln recognized that he would have no political future there.

However, north of the Columbia the settlers were becoming more heterogeneous — in origin, economic motivation, political inheritance and temperament. More and more were coming from New England and the mid-Atlantic states, bastions of Whig political strength. For example, Johannsen points out the "lasting impression" of New Englanders on this frontier: "[P]rincipally along the water courses, in the towns, and on Puget Sound, the New Englanders provided merchants and businessmen in this young country."

Many brought with them Whiggish values: an entrepreneurial spirit that favored urbanization and industrial growth spurred on by federal legislation that promoted economic growth and improved transportation. Whigs also favored temperance, public schools and prison reform. In Oregon they stood in contrast to the traditional, agrarian Democratic values that included states' rights (and racist legislation), local government, rural independence and opposition to legislation favoring banks and corporations.

Using data from Donation Land Claim filings, an analysis of the origins of delegates to the Monticello Convention hints at the changing political orientation north of the Columbia. For example, only 19 percent of the delegates came from the seven Midwestern

MONTICELLO DELEGATES BY REGION

*The forty-four signers of
the 1852 Monticello
Convention Memorial:*

Lower Cowlitz Valley

Seth Catlin
Alexander Crawford
Peter W. Crawford
J. Fowler*
Harry D. Huntington
Nathaniel Ostrander
William A. L. McCorkle
Nathaniel Stone

Duwamish Valley

Luther M. Collins
R. J. White*

New York - Alki

John N. Low
Charles C. Terry

Seattle

William N. Bell
Arthur A. Denny
David S. Maynard
George N. McConaha

Port Townsend

Loren B. Hastings
Henry C. Wilson

Cowlitz Landing

Fred A. Clarke
George Drew
E. D. Warbass*

Cowlitz Valley

John R. Jackson
Henry Miles
Simon Plamondon
George B. Roberts

Chehalis Valley

B. C. Armstrong
Lewis H. Davis
Alonzo B. Dillenbaugh
Eugene L. Finch*
Sidney S. Ford, Sr.
Cordon F. Porter

Olympia

Quincy Adams Brooks
A. George Cook*
Hugh Goldsborough
Calvin H. Hale
Simpson P. Moses
William W. Plumb
Stephen D. Ruddell
Michael T. Simmons
Andrew J. Simmons
Adam Wylie

Others

Edward J. Allen
C. S. Hathaway*
A. F. Scott
E. Henry Windsor*

** Identities uncertain,
pending discovery of
original manuscript*

states; in the rest of Oregon, 39 percent came from those states.

The contrast between old and new settlers is also highlighted by comparing the Monticello delegates to the early Pacific Northwest settlers using geographical categories developed by Johannsen, the pre-Civil War historian.

He found that 45 percent of the early settlers were foreign-born; many of them, of course, were French-Canadians and others who worked for the Hudson's Bay Company. By contrast, 19 percent of the Monticello delegates were foreign-born.

More than half of the Monticello delegates came from the mid-Atlantic states (34 percent) and New England (19 percent); only 12 percent of Oregon's early settlers came from those two regions combined.

About 22 percent of the settlers came from the Old Northwest (Ohio, Indiana, Illinois, Michigan, Wisconsin and parts of Minnesota); 13 percent of the delegates came from that area. The slave states accounted for 21 percent of the settlers and 16 percent of the

delegates.

The significance of the growing partisanship, both between Democrats and Whigs and between Southern sympathizers and Free Soilers, began to color the events leading to separation from Oregon. Early advocates of a new territory were opposed by an Oregon Democratic machine wary of challenges to their hegemony and resentful of federal "interference" when unpopular territorial officers and judges were appointed by Whig presidents.

Crawford, Huntington, Catlin establish Monticello

Near the mouth of the Cowlitz River were more newcomers up from Fort Vancouver. In 1847, a Scotsman, Peter W. Crawford, claimed acreage on the east bank up river from an old Hudson's Bay Company facility called Caweeman Post. He selected the location on the recommendation of Dr. Marcus Whitman, whom he had met along the Oregon Trail. Crawford then pursued an active surveying profession between the Cowlitz and Willamette valleys.

A year later the extended family of Harry Darby Huntington reached Oregon from Indiana, and began searching for a suitable place to relocate. A widower with five children, he remarried in Indiana shortly before heading out west. His party crossed the Cascades along Barlow Road and then spent a brutal winter on the shores of the Columbia River where his new bride Rebecca bore him the first of ten more children.

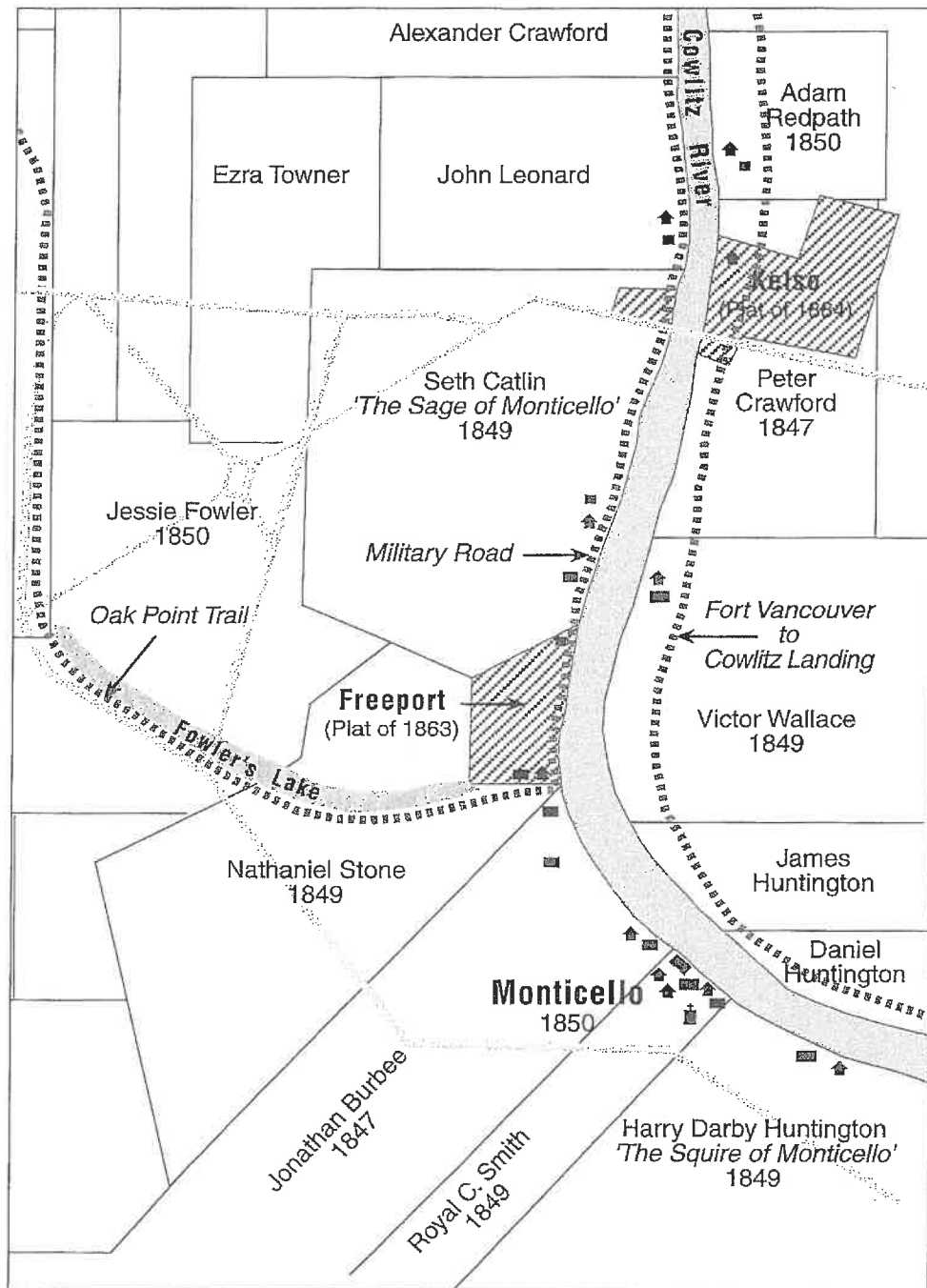
Reaching Caweeman Post in 1849, the Huntingtons moved in with brother-in-law Nathaniel Stone, who had arrived earlier. Four adults, seven Huntington children and four Stone children shared an old Hudson's Bay Company warehouse. The clan managed as best they could until acquiring enough logs from the river to build larger accommodations.

In the late 1840s, veteran Illinois legislator Seth Catlin feared the outbreak of war between the states. He also anticipated federal

Harry Darby Huntington

He settled near the mouth of the Cowlitz in 1849 and named his infant town Monticello.





Early settlers along the lower Cowlitz River

In 1952, Cowlitz County Engineer Claud Davolt used old land records to draw a map of the area around the former town of Monticello. Several main streets radiating from Longview's Civic Center show the relationship of the present-day city to the area in the 1800s. Davolt's map displayed the names of pioneers who filed donation land claims, and the year they filed their claims.

passage of a generous donation land act for Oregon, far from the impending conflict. So in 1848 the fifty-nine year old loaded up his wife, eight sons and their possessions onto covered wagons and headed for the Pacific Northwest.

After a short stay in the increasingly crowded Willamette Valley, the Catlins settled on the west bank of the Cowlitz River near the Huntington-Stone clan in 1850. He found common cause with his new neighbor, fellow Jeffersonian Democrat Darby Huntington. Together with surveyor Peter Crawford, they named the new settlement Monticello, for the home of their political hero Thomas Jefferson.

Monticello was named county seat when Cowlitz County was created in 1854. It consisted of a few new buildings, such as Huntington's hotel, and the remnants of the Hudson's Bay Company's Caweeman Post, then located on teenager Royal Smith's claim.

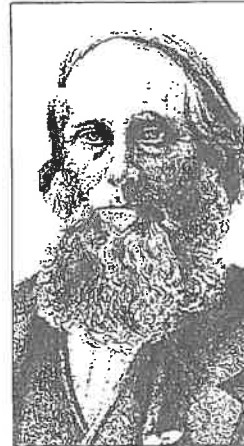
Later in 1850 more families arrived in the lower Cowlitz Valley. William Andrew Lockbridge (W.A.L.) McCorkle, a twenty-six-year-old Mexican War veteran, arrived from Virginia and promptly found a large hollow maple tree to call home. He eventually built a cabin for his bride and named his settlement Lexington after a town in Virginia.

Jesse Fowler also arrived, claiming land surrounding a soggy depression created by a flood-prone Cowlitz River, eventually named Fowler's Slough. Alexander Crawford, with his New York wife, Ann McKee, claimed land across the Cowlitz from his younger brother Peter.

Darby Huntington and his wife ran a store, hotel, farm and river transport business. Of his sixteen children, three did not survive childhood, but twelve remained in the Cowlitz County area for most of their lives. Well-liked by many throughout the lower Cowlitz area, he was known as "Uncle Darby." Eventually Huntington was joined in the area by four cousins and his first wife's

William A.L. McCorkle

A Mexican War veteran, McCorkle arrived in 1850 and named his settlement Lexington.



sister, all of whom arrived in 1852, and brother Chandler, who came in 1854.

Cowlitz Landing attracts settlers

Since the days of Indian war parties and Hudson's Bay Company fur trapping brigades, the lower Cowlitz River had been a major transportation corridor. Some thirty-seven miles upriver from its mouth, the river sharply bends southward from its source on Mount Rainier. At that bend, which came to be called Cowlitz Landing, travelers left behind their rowboats, canoes and bateaux to begin an arduous and often muddy trek overland to Puget Sound country. As more settlers moved north of the Columbia, the need for basic governance grew. Various territorial officials began making their way north.

In response to the attention spawned by the Whitman Massacre in November 1847 and the Cayuse War of 1847-48, Congress finally overcame pro-slavery resistance and heeded the calls for Oregon Territorial government and federal funding.

News of the massacre traveled slowly across the continent. In desperation, Oregonian Joe Meek was sent to Washington to lobby the government about the emergency conditions and consult with his cousin President James Knox Polk. After he reached St. Louis in May, "[The] dreaded story of the massacre was flashed all over the land, producing a feeling of sympathy and anxiety for the Oregon people that nothing in their previous history had been able to excite."

Congress passed the bill establishing Oregon Territory in mid-August following a marathon 21-hour debate. Polk signed the bill and appointed an Indiana ally, General Joseph Lane, as governor and Joe Meek as U.S. marshal. They left for Oregon in late August by way of Santa Fe and California. It took six months to complete the grueling trek. They sailed from San Francisco, reaching Oregon City on March 2, 1849, two days before Polk's term ended. On March 3, Polk issued the proclamation bringing territorial government in Oregon. The Democratic territorial officers spent the next 15 months organizing the government, establishing federal courts, conducting local elections for the new legislature and a delegate to Congress, and negotiating with Native American tribes.

With the change in administration, Whig President Zachary Taylor began appointing new territorial officers. It wasn't until August 1850 that Lane's replacement, John P. Gaines, arrived. In addition

to other new officers, two new judges arrived: Thomas Nelson and William Strong. Based at his home in Cathlamet, Yale-educated Strong had jurisdiction over the northern counties of Oregon.

Meantime, E.D. Warbass, Henry Miles and George Drew arrived at Cowlitz Landing in 1850, where Warbass built a hotel and Drew built a saw and gristmill. Joining them was entrepreneur Fred A. Clarke, who also built a small hotel to serve travelers as they transferred from water to land. This new community, just downstream from Plamondon's successful farm, was also known as Warbassport (and today is called Toledo). Drew evidently saw a greater future at this location than at the town he had platted at the lower cascades of the Columbia Gorge earlier that year.

Ford's Prairie was the next stopping point for travelers. More and more stayed nearby and filed their own claims. By 1851 Lewis Hawkins Davis had located his farm just over the rise and called his settlement Claquato. Eventually his son Levi filed his claim right next door and together they built a church and a schoolhouse.

Also in 1851, Benjamin C. Armstrong helped begin the new settlement of Oakville down the Chehalis River towards Grays Harbor.

California Gold Rush boosts Puget Sound towns

Increased immigration north of the Columbia occurred simultaneously with the discovery of gold near Sutter's Mill in California. Many Northern Oregonians left their land claims to try their luck at panning and sluicing for glittering rock. Several returned with small fortunes; a few returned empty-handed. But many came back inspired to make their next fortune by selling supplies to the gold miners of San Francisco.

Three such entrepreneurs were Captain Lafayette Balch, Loren Brown Hastings and David S. "Doc" Maynard. Balch founded the Puget Sound settlement of Steilacoom, where an employee named Henry C. Wilson was saving money to improve his claim at Port Townsend. Hastings also had a hand in building Port Townsend. And Maynard became one of the founders of Seattle.

But not everyone left for California. Michael T. Simmons remained behind, as did his recently arrived business partner Hugh Allen Goldsborough. Settling in the gently rolling hills above Edmund Sylvester's rapidly growing new town of Olympia were attorney Quincy Adams Brooks, his friend Calvin Henry Hale and Adam Wylie, an Irish immigrant and brand new U.S. citizen.

All arrived in 1851. Joining them that same year were Colonel Simpson P. Moses, the first U.S. Customs inspector for Puget Sound, William Plumb, another friend of Hale, and Stephen D. Ruddell.

Simmons had sold his Tumwater mills in 1849 to the seafaring Crosby clan from Maine, invested his profits in a shipping partnership, made a small fortune from the California trade and

Loren B. Hastings

Originally from Vermont, Hastings paddled around Puget Sound and discovered Port Townsend.



moved to Olympia to open a general store and the area's first post office — an odd combination of jobs, considering Simmons was basically illiterate. (Incidentally, a 20th Century Crosby descendant was famous singer and actor Bing Crosby.)

Unfortunately, Simmons employed a clerk from California who swindled him out of most of his fortune and the

Crosbys filed a valid land claim, successfully canceling further payments to Simmons, who evidently had failed to file the proper forms for his Tumwater DLC. After eventually going bankrupt with his store, Simmons secured a number of government jobs, including Indian agent, before filing another DLC near today's Shelton.

Loren B. Hastings, originally from Vermont, had a lifelong desire to live on the Pacific Coast. He first migrated to Illinois where he married, taught school and became a successful businessman. But Hastings still wanted to go to Oregon. In 1847 the Hastings family crossed the Oregon Trail and reached Portland. There he befriended Portland founder Francis Pettygrove and resumed prosperous business activities.

After making a modest fortune in the gold mines of California, Hastings returned to Portland to find conditions there threatening the fragile health of his wife. Recent floods had brought malaria to the area. He became determined to find a safer climate for his family. Hastings and Pettygrove traveled overland through the Cowlitz Corridor and then canoed around Puget Sound before dis-

covering Port Townsend and what they were convinced was its ideal location. They joined Henry Wilson and the other original settlers, Alfred Plummer and Charles Bachelder, to develop the town they dreamed would become a major seaport and transcontinental railroad terminus.

The bittersweet saga of Doc Maynard

In *Doc Maynard: the Man Who Invented Seattle*, iconoclastic biographer Bill Speidel tells a bittersweet saga of the loves and fortunes Maynard won and lost. Although Speidel had a penchant for gross exaggeration, his 1978 work is a much better researched history of Seattle than his earlier satire *Sons of the Profits*. His version of how Maynard reached Seattle is paraphrased below:

David Swinson Maynard was another Vermont native who heeded the call to "Go West, young man" (before Horace Greeley made it a famous saying). After graduating from medical school, Maynard joined his extended family in migrating to Cleveland, Ohio, in 1832. There he opened

a medical practice, married, began raising a family, invested in railroads and iron works, was involved in politics and even opened a medical school that eventually became Western Reserve University. Most significantly, Maynard was on hand to deal with the tragic cholera epidemic in 1849.

Unfortunately for the good doctor, his wife was seeing other men while he was away treating patients and campaigning for Democratic candidates. After walking in on her in a compromising position, Maynard decided to forsake Cleveland once he had

David S. Maynard

He played a key role in the development of Seattle, and succeeded in having the city named after his friend Chief Sealth. Doc Maynard was an enterprising businessman as well as a physician.



earned enough to see that his family was "comfortably fixed." He was able to leave home in the spring of 1850.

Forty-two-year-old Doc Maynard joined the thousands of people traveling the Oregon Trail that year. Most, like him, were headed for California. But he never got there. Instead he came to the aid of a "damsel in distress," Catherine Broshears. Her husband of 18 years had been stricken with cholera, as had most of the members of their wagon train. Drawing on his experience in Cleveland the previous year, Maynard saved a remarkable number of victims — but not Israel Broshears, the wagon train master.

Catherine and Doc spent the remainder of her journey to Oregon together in "unwedded bliss." They reached Olympia and the home of Catherine's brother, Michael T. Simmons, in September 1850. It did not take long for the family to discern Doc's intentions and Simmons quickly forbade him from being with Catherine until he had secured a divorce from his first wife.

With his previous experience working for Ohio Democrats, Maynard decided that the easiest way to obtain a divorce was to lobby for one from the Oregon Territorial Legislature, then firmly under the control of Governor Joseph Lane's Democratic machine. Lane, a political ally of President James K. Polk, had arrived in Oregon Territory only two days before the end of Polk's (and his) term and he had spent the intervening year-and-a-half building up an organization to control the legislature once his Whig replacement arrived. Maynard, a newcomer and "Northern" resident, suffered a temporary setback when he failed to get his divorce that session.

While in Oregon City, however, Maynard noticed a letter published in the local newspaper extolling the virtues of a place on Puget Sound called Elliott Bay. His future brother-in-law, Michael T. Simmons, who envisioned himself a key booster of Puget Sound settlement, had sent the letter into the paper in hopes of encouraging more settlers to head north of the Columbia. It had been written to him by Colonel Isaac N. Ebey, a business acquaintance of Simmons who had actually suggested the name of "Olympia" to its founder, Edmund Sylvester. Maynard was inspired to investigate Puget Sound further.

During the winter of 1850–51 Maynard toured Puget Sound looking for suitable locations for a future iron, coal and railroading city (like Cleveland). He went to Elliott Bay, inspected the mouth of the Duwamish River at a fishing campground for local tribes and staked out a claim for 640 acres for him and his Ohio wife. During this trip he also traveled as far as Whidbey Island, where

he befriended Colonel Ebey and discovered their common background in Ohio and mutual interest in Democratic politics.

Upon his return to Olympia, Maynard began a firewood chopping business, and that fall he made a small fortune selling firewood at inflated prices in San Francisco. Then he returned to Olympia and opened a general store in direct competition with the only other storekeeper in town, Simmons.

While in California, he was introduced to one of the original California state legislators, attorney George N. McConaha. They shared a political acquaintance from Ohio and loyalty to the Democratic Party. After leaving California under controversial circumstances six months later, McConaha moved to Seattle and became Maynard's personal attorney.

With money to invest (and Catherine's promise to marry him if he ended business competition with her brother and moved from Olympia), Maynard left Olympia for good in January 1852.

But before heading back up to Elliott Bay, he had some unfinished business with the Oregon Territorial Legislature. He linked up with Colonel Ebey, now a member of the territorial legislature, and successfully lobbied for Ebey to win selection as county prosecuting attorney over John B. Chapman, a Simmons political ally and leader at the Cowlitz Convention. Maynard also had a role in naming a new county for Puget Sound, not "Simmons" as had been proposed by others, but "Thurston" for Samuel Thurston, the late delegate to Congress from Oregon (and General Lane's immediate predecessor).

Unfortunately, though, Maynard was thwarted in his bid for a legislative divorce.

On March 31, Maynard and his friend Chief Sealh arrived at the Elliott Bay settlement called New York, where he planned to open a store and develop a salmon salt-packing business with local natives to supply food to San Francisco. A hardy band of settlers

Charles Terry

He was among a small party that filed land claims on Alki Point in 1851. Terry initially named his settlement New York.



had arrived on that windswept point of land the previous year. Business partners Charles Carroll Terry and John N. Low were hoping to create a major commercial center, hence the dramatic name.

However, other New York settlers, Arthur Armstrong Denny, David Denny, William Nathaniel Bell and Carson Boren, invited Maynard to join them in building a new city across Elliott Bay. When he pointed out his prior claim, he talked them into moving their claim stakes to give him waterfront access.

Arthur Denny

He started on Alki Point, but a few months later moved across Elliott Bay.



Author Bill Speidel claims that Maynard took advantage of a malaria-stricken Denny in this particular transaction by giving his new teetotaling patient medicine laced with alcohol and opium.

Maynard also convinced the Denny group to name their settlement "Seattle" in honor of his friend Chief Sealth.

A tumultuous year

Politically, 1851 proved to be a contentious year. As Americans continued to move into the Puget Sound basin, Shoalwater Bay and the Chehalis and Cowlitz valleys, pioneer anger north of the Columbia rose on several fronts. A summary of the issues appeared in the book *Washington State*, by Charles P. LeWarne:

- First, as immigration increased, the need for basic services, such as mail service, decent roads, troops to guard against suspected Indian attack and swifter law enforcement grew. But the lack of spending north of the Columbia by the Oregon Territorial Legislature was a frequent bone of contention.
- Second, settlers were lodging more and more complaints against the Hudson's Bay Company, which was still holding onto valuable agricultural lands. Furthermore, Hudson's Bay Company livestock was allowed to roam wild and trespass on farmers' fenced acreage.
- Third, Columbia Lancaster, a member of the territorial legislature from Clarke County, staged a protest by refusing to attend

sessions in the new capital city of Salem because it was even farther south of the Columbia than Oregon City. Lancaster was a former supreme court judge of the Oregon Provisional Government.

- Fourth, because of conflicting laws governing courtroom procedures, a demand from federal Judge William Strong for jurors to appear at the courthouse at Jackson Prairie was energetically opposed by jurors insisting that their courthouse was with Judge Ford, across the rain-swollen Chehalis River.

- Finally, the increase in the number of new settlements whose founders dreamed of fortunes coming their way with the arrival of the long-awaited transcontinental railroad (i.e. Port Townsend, Steilacoom, Seattle, Olympia, Chehalis City, Commencement Bay) increased the demand for federal appropriations to begin surveys identifying trans-Cascade routes.

These issues and dreams were seized upon by one ambitious attorney named John Butler Chapman, who won the distinction of becoming the first lawyer admitted to the bar north of the Columbia when he was sworn in by Judge Strong at Jackson Courthouse.

Chapman, whose brother had helped develop Portland, tried to create Chehalis City on Grays Harbor and, failing to attract any settlers, moved to Port Steilacoom, founded by Captain Lafayette Balch. He infuriated Balch by starting a rival settlement called "Steilacoom" literally right across the street. Chapman moved from the territory in 1852 and the word "Port" was dropped.

During the Fourth of July celebrations in Olympia, Hugh Goldsborough read the Declaration of Independence and Chapman followed with an inspirational address that vigorously referred to "the future state of Columbia." His listeners held an impromptu and what others have described as a "semi-alcoholic" meeting and called for election of delegates from the northern precincts to attend a convention at Cowlitz Landing at the end of August 1851. At that time, Michael T. Simmons was still riding high from the lucrative California trade and envisioned himself a major regional leader. Together with Chapman and Balch, he helped organize the meeting.

Balch's motive, no doubt, was to help win a political job away from Steilacoom for his rival, Chapman. Simmons' regard for George Bush no doubt colored his desire to separate from the political machine of Southern-sympathizer Joseph Lane, then in a pitched battle with Whig Governor John P. Gaines over control of

the territorial government.

Cowlitz Landing hosts a far-sighted convention

Historian Thomas Prosch describes the Cowlitz Landing Convention as an “astonishing” event. He writes:

“There was a general lack of means of communication — steamboats, mails, roads, newspapers. ... It took a day then to go as far as one can now in an hour, and it meant travel in canoe, on foot, and occasionally by horse. It meant nights on the beach and nights in the woods; hunger, labor, exhaustion, and possibly sickness. The pecuniary expense was serious, too, as money was a scarce article, and the settlers were poor.”

Twenty-six delegates attended the August 29 and 30 meeting, and nine of those later attended the Monticello Convention. Eighteen of the twenty-six delegates were:

Olympia-Tumwater area: Michael T. Simmons,
Clanrick Crosby, Joseph Broshears, Andrew J.
Simmons, David S. “Doc” Maynard.

Cowlitz Prairie area: E. D. Warbass, John R.
Jackson, Simon Plamondon.

Chehalis area: Sidney S. Ford Sr., S. S. Saunders,
Alonzo B. Dillenbaugh, Joseph Borst.

Steilacoom area: John B. Chapman, Henry Wilson,
Lafayette S. Balch.

Monticello area: Seth Catlin, Jonathan Burbee,
Frederick Huntress.

The elder statesman of the group was sixty-year-old Seth Catlin, the former Illinois legislator and a staunch Democrat. His admirers called him the “Sage of Monticello” and he was elected president of the convention. Chapman, Balch and Simmons were appointed to write the memorial requesting formation of a new territorial government.

There is ample evidence to suggest that Chapman, Simmons and Balch were in charge of the Cowlitz Landing Convention from the beginning. They were either members on every committee or were represented by others. Henry Wilson represented Balch. (This was before he went to Port Townsend.) Simmons’ agent was his brother, Andrew.

Historian Edmund S. Meany has written, “[Too] little attention has been given to the proceedings and the results of the [Cowlitz] convention.” The bulk of his research is based on copies of the memorial and front-page coverage of the proceedings published

by two Oregon newspapers (*The Oregonian* and *Oregon Spectator*) and forwarded to Oregon's delegate to Congress, Joseph Lane. The publicity was the result of the efforts of convention secretary, Lafayette Balch.

Chapman produced a 1,500-word memorial to Congress. More than five hand-written legal pages long, it listed the problems facing settlers north of the Columbia. A lengthy resolution listing detailed descriptions of twelve proposed counties was also approved. Neither document could have been produced during the short convention in such a rustic setting as Warbassport. A lot of the work had to have been prepared beforehand. The memorial was actually finished afterwards before being sent to the newspapers and Lane.

Although later historians discounted their importance, the actions taken by the delegates were remarkably far-sighted. In several ways these men were years ahead of their time. For example, one committee recommended that universal manhood suffrage begin at age eighteen — almost 120 years before it became a reality.

The convention defeated a motion to exclude "Negroes and Indians" from voting by a 2-to-1 margin. Another committee proposed that the Oregon legislature establish new counties, provided boundary descriptions, and suggested names (including Simmons and Steilacoom). Although the names didn't survive, the boundaries, for the most part, were incorporated by later legislatures.

Economic development also was a high priority for the convention (and the businessmen who organized it). They passed resolutions calling for the construction of two major roads. One was to stretch from Olympia to the Columbia River, near Monticello. The other route was to connect the Oregon Trail at Walla Walla to Steilacoom across the Cascades. Designed to divert travel-weary settlers away from the Willamette Valley and to Puget Sound, the road would cost an estimated \$100,000. Both routes eventually were built.

After insisting that Congress name the new territory "Columbia," delegates ambitiously approved Maynard's motion to meet again in May 1852 to approve a state constitution. Next, the delegates complained about foreign ships entering territorial waters and stealing timber "to the great detriment of future settlements" and they demanded federal protection. Finally, the group requested that the Oregon legislature appoint a grain inspector. All of these were accomplished in time, except the name of the territory.

The Cowlitz Landing Memorial: Many exaggerations and one fatal fact

chartered by a British trading Post, known as the
 Hudson Bay Co. to the extent of forty miles by thirty
 all that fair and beautiful region lying between
 the Mackenzie, Peace, and the British Columbia Coast and
 miles to the River. That Company has never permitted
 to carry on an agricultural pursuit, the moral part
 from the trading post, was stock, cattle, horses, and sheep,
 the American settlements from the States was in view
 to the grazing pursuit, of the Hudson Bay Co. never
 all the consequences from the States who attempted a
 settlement in that region of country on the Pacific
 was compelled to do so, the result of that Company
 like an army marching a battle, there but few was
 willing to meet the displeasure of a large mounted
 institution, and a British Post at that, and in some
 sequence of so many being deterred from settlement
 it caused another very great reason for the non-
 settlement of the country, that is, no wagon roads have
 yet been made from the Astoria or else where, to the
 interior of the Territory and hence wholly inaccessible
 except by water, and all the commerce of the North being
 monopolized by the Hudson Bay Co. there was no inducement
 sent for American vessels, hence no means of carrying on
 as the Company vessels were never allowed to carry on
 American business, by this monopoly and influence
 of the H. Bay Co. over some U. S. Officers, the Congress
 and from the States have been withheld this day, thereby
 excluded from the Northern Territory of Oregon -
 The Government has leave to represent & show
 through that there is now about three thousand about
 north of the Columbia, that they have raised a large
 amount of produce, wheat, oats, potatoes, unions, &c. for
 exportation, but with the many abuses of their rights

This is a portion of the Cowlitz Landing Convention Memorial
 written by John B. Chapman, who damaged the credibility of his
 cause by writing errors and exaggerations into the 1,500-word
 document. But, ironically, Chapman's truthfulness on one issue
 doomed the memorial. He foolishly stated that the population
 north of the Columbia was 3,000. The standard for creating new
 territories was a minimum population of 10,000.

A long list of complaints

In the lengthy memorial which he loosely modeled after the Declaration of Independence, Chapman listed numerous complaints about the current territorial legislature, attacked Judge Strong for not being attentive to the needs of northern residents, cited the isolation of various settlements and accused the Oregonians south of the Columbia of neglect. Some excerpts, with Chapman's original spelling, follow:

- Inhabitants North of the Columbia River receive no benefits or conveniences whatever from the Territorial Government.
- [It] costs more for a citizen in the North of Oregon to travel to a clerks office or to reach a District Judge than it does for a man to travel from S. Lewis, Missouri to Boston, Massachusetts and back; and, much longer.
- Judge Strong resides ... in such a position and obscure situation ... that he cannot be reached under any emergency under several days travel.
- No Indian agent has ever been known to be north of the River except Gov. Lane while superintendent.
- [The] Territory North of the Columbia River has a face of good Sea Board Navigation exceeding one thousand miles, with not less than twenty five good safe Harbours & Bays ... [and] is as fertile & productive as any in the United States, containing immense quantities of Timber of the first qualities for Ships, buildings or Domestic use.
- [No] wagon roads have yet been made from the Columbia or else where.
- [All] commerce of the North [is] being monopolized by the Hudson Bay Co.
- [There] are three thousands souls North of the Columbia. That they have raised a large amount of produce, Wheat, Oats, potatoes, onions, &c for exportation, but with the many abuses of their rights and neglected condition in their civil immunities as Citizens it is impossible for them to prosper in commerce.

Political intrigue stalls separation movement

So what happened to all the scheming of Chapman, Simmons and Balch? As it turned out, their strategy was not politically sophisticated. There were several errors and exaggerations in Chapman's memorial. Plus, he included one glaring truth that doomed the effort.

To be effective in politics, one needs to be aware of who the key decision makers are and address their concerns. The key decision maker in 1851 was the head of the Democratic machine in Oregon Territory, Joseph Lane. An ally of expansionist President James K. Polk, Lane had been a Mexican War general and was appointed the first territorial governor of Oregon. Replaced after the Whigs swept into power in the 1848 elections, Lane had carefully cultivated an effective political machine throughout Oregon and won election as delegate to Congress following the untimely death of Oregon's first delegate, Samuel Thurston in 1851. (Lane continued serving there until Oregon statehood in 1859, when he won election to the U. S. Senate. His hopes for a national career crested in 1860 when he was nominated by Southern Democrats for vice president.)

But in 1851 the Cowlitz Convention trio failed to discuss their proposal with Lane ahead of time. As former governor and newly elected delegate, he was very familiar with the issues and concerns of Northern Oregonians. But as an experienced politician, he knew that a freshman (and a non-voting) member of Congress would be unable to sell such a major proposal to his fellow lawmakers.

To make matters worse, Lane was not impressed by the self-promotion Chapman had included in the memorial language. In a first-person reference rarely, if ever, found in a formal document, Chapman wrote that the convention's drafting committee had "directed me to report the following petition to Congress."

Furthermore, Lane's political allies warned him of Chapman's political ambition and hinted that Chapman might challenge him for political power. To illustrate this warning, historian John McClelland, Jr. quotes from a January 1852 letter written to Lane by Colonel Isaac N. Ebey (one of two Northern Oregonian legislators at the time). Here are Ebey's words, with his original spelling and punctuation:

"[There is] a certain Gentleman, adventurer, from your native State John B. Chapman, who appears ambitious to be considered the head and front of the moovem ent in favor of divideing the Territory. ... [He is one of a] hoste of political adventurers who came up the rough and rugged Cowlitz River ... with a pack on there back, seedy fashionable dress, & delicate white hands, trudging their weary way on foot; Olympia gained, there toils ended, there comfortably esconced on board of a ship, or more comfortable situated behind a desk, quill in hand, and folio before them in a nice comfortable office."

Chapman's errors and exaggerations included a reference to territorial officers being 300 miles away and seldom visiting up north. Words were misspelled in a way to make the writer appear either ignorant or unfamiliar with the local geography and culture.

Ironically, Chapman's truthfulness on one issue doomed the memorial. He foolishly included the fact that the population north of the Columbia was only 3,000. Lane knew that the standard for creating new territories was a minimum population of 10,000. Lane pigeonholed the memorial in committee and never read it into the record of the House proceedings.

Thus, Chapman was thwarted in his efforts to gain political clout. Apparently discouraged, he left Oregon before the Monticello Convention.

1852 brings more settlers and convention delegates

The meeting planned for May 1852 to draft a state constitution

Nathaniel Ostrander

He was the first physician to settle in the lower Cowlitz Valley.



did not take place. But throughout the first nine months of 1852, settlers continued to stream into Northern Oregon. Arriving in the Chehalis area in January 1852 were Alonzo B. Dillenbaugh and Eugene L. Finch. A. George Cook, a friend of Andrew Simmons, arrived in August.

Securing a mail delivery contract between Rainier, Oregon, and Cowlitz Landing was recently arrived Henry Windsor. Settling north of Vancouver was Jeremiah S. Hathaway, whose DLC was near Columbia Lancaster, a territorial officer and future delegate to Congress.

The lower Cowlitz Valley received its first physician in 1852 when Dr. Nathaniel J. Ostrander arrived. A New York native of Dutch descent, he had married Eliza Jane Yantis in Missouri, where he studied medicine at St. Louis University.

He opened a medical practice in Kansas City, Missouri, and then went to California in 1849. After returning home, he and his wife migrated to Oregon along with his widowed father and her brother, arriving on the lower Cowlitz, where he and his father filed

adjacent claims several miles north of Peter Crawford's. As the first medical doctor in the area, he was a valuable neighbor. His daughters told of their father "hurrying out, sometimes in the dead of night, saddling his faithful nag, filling his saddle bags with drugs, medicines, and frequently, surgical instruments, and starting on a trip of perhaps twenty or even fifty miles."

Ostrander was a Democrat and, as such, fit in quite well in the Jeffersonian community of Monticello. As a result, he became a signer of the Monticello Convention Memorial and lived in the area until 1872. He was the first probate judge in the county, appointed in 1853 by Gov. Isaac Stevens and later served several terms in the territorial legislature.

In 1872, he moved his practice to Tumwater and opened a drug store. After fifteen years he moved to Olympia, served in the territorial legislature, was elected to the city council and served as mayor.

Arthur Denny's big dream

In his classic autobiography *The Oregon Trail*, Francis Parkman wrote of how perplexing it was, in the spring of 1846, to contemplate the motives of emigrants who gathered at Independence, Missouri, to begin the grueling trek westward: "... an insane hope of a better condition in life, or a desire of shaking off restraints of law and society, or mere restlessness, certain it is that multitudes bitterly repent the journey."

But nothing could be further from the truth when it came to the motives driving young Arthur Armstrong Denny. Between ages twenty-one and twenty-nine, he served as County Surveyor for Knox County, Illinois, which is between Chicago and the Mississippi River. Denny witnessed the tremendous expansion of railroads across the Illinois plains and knew of the efforts of Illinois politicians like Stephen A. Douglas to build a transcontinental railroad.

He and his family left Illinois for Oregon in April 1851. Years later Denny explained that his destination changed from the Willamette Valley to Puget Sound based on information learned as his family approached Umatilla Landing, where the Oregon Trail meets the Columbia River:

"I came to the coast impressed with the belief that a railroad would be built across the continent to some point on the northern coast within the next 15 or 20 years; and located on the Sound with

that expectation.”

“[But] on leaving home ... we had [had] no other purpose than to settle in the Willamette Valley ... [until] we met a man on the Burnt River by the name of Brock ... [who] called attention to the fact that it was about as near to the Sound from where we first struck the Columbia River ... as it was to Portland.”

Denny had come from a family with a long record of public service. His grandfather served “with Washington at Braddock’s defeat” in the French and Indian War. His father served in the War of 1812 and “was with Harrison at the Battle of the Thames” when “the noted Tecumseh was killed.” His father later served in the Illinois State Legislature in 1840 with Abraham Lincoln. A commitment to public service came naturally to the younger Denny.

He led a group of emigrants sailing on the schooner *Exact* out of Portland that landed at Alki Point in Puget Sound on November 13, 1851. In addition to Denny’s wife and family, the party also included his younger brother David, the families of John N. Low, William N. Bell, Carson Boren and a bachelor, Charles C. Terry.

Their settlement became known at first as “New York.” Later was added “Alki,” which is Chinook for “by and by.” The settlement’s name meant “New York, eventually.” It was a local joke.

Commercial prospects for Puget Sound became evident in December 1851 when a ship from San Francisco purchased logs — a profitable transaction for Denny and his party. Terry and Low opened a trading post at Alki Point, mostly for local Indians, and occasionally sold timber to ships bound for San Francisco. For several months in 1852, New York–Alki was the leading settlement in Puget Sound.

Seattle founded on Elliott Bay

Mud flats and high winds convinced some of the Alki settlers that they needed a better harbor. In February 1852, Arthur Denny and William Bell led most of the other New York settlers across Elliott Bay to establish a new settlement on deeper water and closer to an ample supply of timber — what they believed were essential elements for industry. They were also influenced by information from local natives that a trail reached from there through the Cascade Range.

On March 31, 1852, Olympia merchant Dr. David S. Maynard arrived at New York from Olympia with his friend Chief Sealh to



Columbia Lancaster

In 1852, he resigned his seat in the Oregon Territorial Legislature to protest moving the capital from Oregon City to Salem, far from Lancaster's home on the Lewis River.

open a new store and develop a salmon salt-packing business for the San Francisco market. Denny and Bell invited Maynard to join them across Elliott Bay. They named the settlement Seattle in honor of Chief Sealth.

The summer of 1852 saw more newcomers reach Seattle, including the family of Maynard's friend, California lawyer George N. McCona-

ha, considered a brilliant young attorney whose daughter Eugenia was the first white American born in Seattle.

When the Oregon legislature created Thurston County early in 1852, Arthur Denny was appointed a commissioner and Doc Maynard was appointed justice of the peace. New York, Seattle and Duwamish (Luther Collins' settlement near the mouth of the river of the same name) were combined into a voting precinct called Duwamps. The commissioners called for the construction of a road from Steilacoom to Seattle and named William Bell, Luther Collins and John Chapman to oversee road construction.

In the fall, frustrations over the long distances to the territorial capital were raised again when the legislature moved the capital from Oregon City to Salem. One of the Northern Oregon representatives, Columbia Lancaster, who resided on the banks of the Lewis River, refused to accept the decision and resigned. A special election was held in December between Arthur Denny of Seattle and Seth Catlin of Monticello. Denny won 60 to 30 on the strength of the Puget Sound vote. But by the time he was notified, the legislature had finished its business and he never took his seat.

Stirrings for a new convention

Controversial federal District Judge William Strong recognized

the rising tide of frustration among pioneers north of the Columbia in the spring of 1852 when it became evident that the efforts by the Chapman, Balch, and Simmons convention had not been productive. Judge Strong issued a call for the election of delegates and suggested that Monticello be the location for the next convention. But there was not enough time to get the meeting organized.

Daniel B. Bigelow, an attorney and noted orator, gave the 1852 Fourth of July speech in Olympia. Bigelow picked up Chapman's theme from the previous year and called for renewed efforts to secure separation from Oregon.

His speech rekindled interest in another convention. Bigelow had traveled to Puget Sound with the Denny party on the *Exact* eight months earlier, so Denny had gone to Olympia to attend the Fourth of July celebrations. He later described the disadvantages of being attached to Oregon:

"We were like two sisters; Oregon was the big sister and, of course, must be served first and I will do her the justice to admit that she was always willing that we should have what was left after she was served and would try to help us get it. But we were thus, as it were, clad in cast-off clothes."

Groups began to meet in July, August and September in order to elect delegates to meet on November 25 at Monticello, which the organizers considered a more central location for those living along the Columbia River and east of the mountains.

New newspaper trumpets convention attendance

While inspired by Bigelow, Denny and others decided that they needed a local newspaper to stir up greater participation in the convention.

John McClelland Jr., Bill Speidel and others have written about the role of *The Columbian* in publicizing the Monticello Convention. At the request of prominent Olympia businessmen, the owner of the *Portland Weekly Oregonian* provided the most of the seed money for staff and a printing press. In its first edition, the newspaper's agents included several pioneer leaders: Isaac N. Ebey, Henry C. Wilson, Lafayette Balch, E.D. Warbass, Sidney S. Ford, Sr. and C.C. Terry. Copies of the paper were sent to Oregon City and Washington, D.C. Arthur Denny was added as an agent a short time later.

The Columbian began urging territorial independence from the beginning. It even listed its city of origin as "Olympia, Puget's

THE COLUMBIAN.

VOL. I. OLYMPIA, PUGET SOUND, SATURDAY, SEPTEMBER 11, 1852. NO.

THE COLUMBIAN.
 ESTABLISHED BY THE REV. J. H. WILSON, D.D.
 PUBLISHED BY THE REV. J. H. WILSON, D.D.
 OFFICE, No. 10, N. W. CORNER OF 1st and 2nd STS.
 TERMS: \$1.00 PER ANNUM IN ADVANCE.
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 PRINTED BY J. H. WILSON, D.D.
 OLYMPIA, PUGET SOUND, WASH. TERR.

The first edition of The Columbian, published in Olympia, called for a new territory north of the Columbia. The newspaper was a vigorous and influential champion the idea.

Sound" rather than "Oregon." Using the penname ELIS, Hugh A. Goldsborough wrote a page-one column in the September 25 issue that called for "united action and cooperation." He highlighted the grounds for separation:

- Oregon was too big — five times New England; five times Missouri, six times Illinois, seven times New York, its government is "destructive to our own interests as citizens"
- Ample natural resources — "rich in fertile lands, in mineral resources, in fisheries and in noble forests"
- Under representation — "We of the north, with sufficient number of legal voters to entitle us to four representatives, are allowed but two out of twenty-five."
- Neglect — "[Our] petitions for the improvement of our counties have invariably been disregarded."
- Misappropriation of funds — proceeds from the sale of public lands go toward the "improvement of the Willamette River, but not a cent towards any river or other improvement in northern Oregon."
- Defense from Indians — "The Superintendent of Indian Affairs can never find time or necessity, with four thousand Indians around and about us, to dole out to us any of his precious VALUABLE time."

"Let us all with one heart and one will put our shoulders to the wheel, memorialize Congress in every precinct"

Two weeks later the headline read "What Northern Oregon Wants" and again there was the familiar litany of complaints over appropriations and unfair treatment by the territorial legislature. The list of wants expanded: steamers on the sound, steam mills, common schools, lighthouses, a drydock, mail routes, post offices

and even a university.

The Columbian issued another call to arms:

"Citizens of northern Oregon! it behooves you to bestir yourselves, and proclaim your independence. ... Call meetings in your several precincts; memorialize congress to set us off; exhibit our grievances both in omission and commission under which we have suffered"

There were three audiences for these newspaper exhortations: potential delegates among the pioneer communities north of the Columbia, legislators in Salem and Delegate Joseph Lane in Washington, D.C.

In fact, in mid-October, Lane had promised to introduce a bill asking for separation on December 6, the first day of the new Congressional session. He recommended that the organizers provide him with a document he could introduce during the floor debate following committee hearings.

And he cautioned against using precise population figures.

In yet another enthusiastic broadside boosting the importance of the November meeting, *The Columbian* highlighted the frustrations of being part of Oregon:

- The legislature authorized a university located one hundred miles from the nearest settlement;
- Money from the sale of public lands for common schools should benefit schools north of the Columbia;
- Thurston County was created but no courts were authorized; and
- All public buildings for the territory were built south of the Columbia.

Credentials not required for convention delegates

Judge Strong continued to encourage the selection of delegates when he met with the large group of citizens, led by Goldsborough, who came to his fall court term at Jackson Courthouse near Cowlitz Landing.

Official delegates chosen at a schoolhouse meeting to represent the Cowlitz Valley were Seth Catlin, representing the lower Cowlitz; John R. Jackson, representing the upper Cowlitz; and Henry Miles, representing the area between.

The following were chosen delegates to the Monticello Convention from the Duwamps Precinct: John Low and Charles Terry

Hugh Goldsborough

An Olympia resident, Goldsborough wrote a long column in the September 25, 1852, *Columbian* making a case for a new territory. Two months later, he was on his way south with other Olympia-area delegates to attend the Monticello Convention.



from New York; Luther Collins and R. J. White from Duwamish; and Arthur Denny, Nathaniel Bell, Doc Maynard, and his attorney, George McConaha, from Seattle. They took a two-week canoe and overland trail journey to attend the meeting.

In mid-November, Olympia-area voters elected the following delegates to travel to Monticello: Michael T. Simmons, Simpson P. Moses, Stephen D. Ruddell, Adam Wylie, H. A. Goldsborough, Quincy A. Brooks, William Plumb, and Calvin Hale. When they reached Cowlitz Landing, Brooks was surprised to meet Edward J. Allen, an acquaintance from Pittsburgh who was in the process of driving a team of oxen to Puget Sound country. Brooks convinced Allen to backtrack to Monticello and attend the convention.

Of their sleeping accommodations, Allen later wrote:

"Monticello did not offer much in the way of hotel accommodations and the delegates quartered themselves as best they could. As everyone brought his own blanket, going to bed meant simply finding a dry place big enough to spread it on. Some fifteen or more of us found happy lodging in an attic where we camped down miscellaneously on the floor."

There was a general feeling that the more delegates who signed the memorial the better. *The Columbian* repeated that notion in its November issues.

"The Great Magoozle" is how Bill Speidel, Doc Maynard's biographer, described the Monticello Convention and the pioneer attempts to create a new territory. He contended that politically ambitious pioneer leaders concocted the convention of "delegates" to pressure Oregon politicians to go along with their plans to gain

Oregon, in convention assembled ..." gives the impression that there were local elections of delegates. But not all of the delegates were elected.

In fact, records of convention proceedings show no evidence of the credentials of the delegates, the precincts they represented or that credentials were even checked. At least one delegate, possibly as many as three, had been in the territory less than one month.

An inspection of census records, population density maps and hometowns of delegates

indicates that the majority of Northern Oregon residents did not even send delegates to Monticello. Among the areas not represented at the convention were Shoalwater Bay, Willapa Bay, Bellingham Bay, Fort Vancouver, the Columbia Gorge and areas east of the Cascades.

Politically, the delegates were a bi-partisan mixture. While most delegates claimed to be Jeffersonian Democrats, like Seth Catlin, Whig influence was considerable. Among the delegates who happened to be Whigs were Nathaniel Stone, despite being a Huntington in-law; John R. Jackson, who clerked for the Whig Judge Strong; and Arthur Denny of Seattle. In fact, *The Columbian* was secretly owned by the owners of the *Oregonian*, the Whig newspaper in Portland.



Nathaniel Stone

He was one of several Whigs at the Monticello Convention. Stone was a brother-in-law of Harry Darby Huntington, a Democrat.

Monticello Convention demands separation

George McConaha, the ex-California legislator, gave the opening speech after he was chosen president of the Convention. He defeated ex-Illinois legislator Seth Catlin, who had presided over the ill-fated Cowlitz Convention the previous year. We can only speculate about how the "Sage of Monticello" reacted to the young newcomer's victory. R. J. White was elected secretary.

Gifted orator Daniel Bigelow, whose July 4th speech reignited interest in petitioning Congress, was working on territorial legal

business in Salem and couldn't attend. But his law partner, Quincy A. Brooks, was an active participant. He insisted on giving a prepared speech, although the secretary wrote that it was too long to write down in the minutes. Nevertheless, the speech was reprinted in toto in the December 11 issue of *The Columbian*. Circumstantial evidence suggests it was probably written by Bigelow.

The meeting lasted four days, November 25 to 28. A committee headed by Brooks put the finishing touches to the major ideas driving the delegates to demand their own territory. Nine themes were enumerated in the document, which was more concise and readable than Chapman's effort the previous year:

- Oregon was too large to become a state.
- Because Oregon would eventually be split, areas east of the mountains should have access to the coast (consequently, the division should not be along the crest of the Cascades).
- The proposed Columbia Territory (from the Pacific Ocean to the Columbia River east of the Cascades) would be an ideal size for a medium-sized state.
- Columbia Territory would have enough natural resources to support the population of similarly sized states.
- The parts of Oregon lying north and south of the Columbia River would always be rivals.
- Because the southern part had more voters and controlled the territorial legislature, northern residents would not receive any legislative appropriations.
- The Oregon capitol was 500 miles from a large portion of the northern citizens.
- Because southern Oregonians controlled the legislature, northern Oregonians would have no hope that adequate laws would ever be passed for them.
- Experience shows that the government of medium-sized states can better represent the needs of its citizens.

In the memorial, Northern Oregon was described as having a "large population constantly and rapidly increasing" — a misstatement of the facts which Denny referred to as "strong" language, but justified because "we had so much room and were starting in building an empire." Nevertheless, it met the requirements of delegate Lane, who carefully avoided precise figures during the congressional debate.

McConaha's opening speech was also reprinted in *The Columbian* on December 11, 1852, which reported on the resolu-

tions. The delegates also agreed to send Maynard on to Salem to ask the Oregon Legislature to endorse the memorial.

With the exception of Maynard, all delegates apparently returned home after unanimously approving and signing the memorial. He went on to Salem, where he linked up with his political buddy, Representative Isaac Ebey of Whidbey Island, to secure Oregon support for separation, create a new county and get a divorce.

Francis Chenoweth of Clarke County was the other representative from north of the Columbia. The area had no one in the Council (Senate) because a replacement had not been named for Columbia Lancaster, who had resigned after the territorial capital was moved to Salem.



Maynard achieved all three objectives. He delivered affidavits justifying his request for a divorce prepared for him by McConaha and pleaded his case to the legislators. Ebey introduced a bill granting Maynard a divorce on December 10 and it was granted on December 21. He and Catherine Broshears were married on January 15, 1853, near Olympia; her brother Michael Simmons was not present.

Maynard delivered a copy of the memorial to Ebey, who introduced legislation supporting the call for separation on December 10. A memorial from the Oregon Legislature was prepared and approved in January. In it the legislators agreed that northern residents "labour under great inconvenience and hardship by reason of distance ... with different interests and policies in all that appertains to their domestic legislation ... [and that] communication is difficult, casual, and uncertain."

Maynard also persuaded the legislature to agree to divide Thurston County. The legislators named the subdivisions for the newly elected U.S. president, Franklin Pierce, and his vice president, Rufus King. When King County was created, the location of its county seat was specified as "in Seattle on the land claim of David S. Maynard." In addition, Maynard was named a notary public. Appointed King County commissioners named were J.N.

Huntington daughter wed on a dare

Henry Windsor was astute enough to recognize the importance of Darby Huntington to "volunteer" to marry one of his daughters in 1853.

According to the story of his marriage told by J.W. Goodell in 1914, Windsor married a Huntington girl on a dare.

He had arrived at a wedding reception late on a stormy night in 1853.

"The place was ablaze with light and an old-fashioned dance, with a lot of young adults enjoying themselves," Goodell related. Windsor, a stranger to the group, sat near the fire to dry off. During the evening's festivities, the group joked that since the minister was still there, it was a shame not to have another wedding.

Eunice Huntington then challenged the young men to marry her, in jest. None accepted. But the older Windsor "stepped up, took the girl's hand, and with his clothing steaming from the drying process, was married."

Another early Monticello resident, Emma Moore, added to the story in 1940 by explaining that when the unlikely couple both realized that the minister was not joking and that they were legally married, Windsor informed Eunice's dad that he was already married but his first wife remained back East.

They kept quiet about that until they found out that his wife had, indeed, passed away "only a short time before his second wedding was performed."

Low, Luther Collins and Arthur Denny.

Delegates silent about convention

One of the most intriguing problems in any study of the Monticello Convention is the utter lack of original source material from the delegates about their experiences. Most delegates were active citizens in their hometowns, and some had considerable experience in political office. So their collective silence is curious.

Was the convention anticlimactic after a summer and fall of contentious protest and organizing meetings? Did the dreary, rainy weather dampen people's impressions of Monticello? Could there have been disappointment with Darby Huntington's hospitality (he was an ardent "dry" — no alcohol)? Was the convention so well-organized and the outcome so predictable that the event

became a dull, insignificant experience? Even the divergent political loyalties of Democrat and Whig delegates failed to inspire lingering memories of the convention.

The political experiences of many delegates would suggest they would not be quiet, compliant followers at the convention. McConaha and Catlin were experienced state legislators. John R. Jackson and Andrew Simmons both had served as county sheriffs. Sidney S. Ford Sr., Arthur Denny, Luther Collins, John Low and Michael Simmons had been county commissioners. Maynard and Ford also served as justices of the peace.

However, diaries, letters and reminiscences uncovered to date find no reference to the Monticello Convention among delegates.

In 1889, Arthur A. Denny gave his copy of the memorial to the *Seattle Post-Intelligencer* as part of the celebrations surrounding Washington statehood. But in his 1890 autobiography, Denny was silent about what happened during the convention.

The only stories about what went on during the convention were provided to historian Clinton Snowden by famed Cascades road-builder Edward J. Allen. He was Quincy Brooks' friend whom Brooks talked into coming to the convention on the spur of the moment.

The story of Allen's chance meeting of the Olympia delegates at Cowlitz Landing and his later nighttime antics with other delegates in Monticello have been retold numerous times. Allen eventually filed a donation land claim in the Olympia area, close to Brooks' DLC.

Doc Maynard's attorney and political ally from California, George McConaha, played a vital role in the convention. Known as a gifted orator, McConaha was chosen president of the convention even though he had been in the territory only a few months.

Elected to the newly formed Washington Territorial Legislature, McConaha became the first president of the Council (Senate) in 1854. Other Monticello delegates also were elected to that session of the legislature. Joining McConaha in the Council were Seth Catlin and Henry Miles. In the House of Representatives were Arthur Denny, Harry D. Huntington, John R. Jackson and Calvin H. Hale

Others from the separation movement elected to the first legislature included Councilmen Daniel R. Bigelow and LaFayette Balch and Representatives Francis Chenoweth, (who was speaker), Daniel Brownfield and Henry R. Crosby.

Doc Maynard helped teenage lovers

The animosity between Michael T. Simmons and David "Doc" Maynard lasted for years.

Maynard's biographer, Bill Speidel, dug up a newspaper story written in 1931 that showed how far Maynard would go to irritate his wife's brother.

The story, written by a daughter-in-law of Simmons and published in the *Chehalis Bee Nugget*, reported that Simmons' fifth child, Christopher Columbus, fell in love with Asemath Ann Kennedy in 1863.

Simmons was living in Mason County then, and the girl was the daughter of the county's first probate judge.

Christopher was eighteen and Asemath was only thirteen.

To prevent them from marrying, Asemath's family sent her away to school in Steilacoom and Christopher was sent to Seattle.

But in the summer of 1864, Christopher rowed down the Sound with a couple of buddies and "kidnapped" Asemath, taking her back to Seattle.

Doc Maynard, the boy's uncle, arranged for a minister to marry the couple. But before the ceremony, Doc took a slip of paper and wrote "18" on it. Then he told the bride to put it in her shoe.

Doc didn't want the girl to lie to the minister about her age.

"You look so young, he will likely ask you how old you are and you must say right off, 'I'm over 18.'"

McConaha's tragic death cut short a promising career. Arthur Denny suggested that excessive drinking at end-of-session parties may have been a factor in McConaha's death.

McConaha was a recovering alcoholic but, as council president, he could not avoid the festivities and obligatory toasts when the session adjourned. Early on the morning after the parties, McConaha left Olympia for his Seattle home, traveling by canoe. He died when a violent storm caused the canoe to capsize, drowning McConaha and two Indian paddlers.

Other delegates went on to various political jobs. Denny served a term in Washington, D.C., as delegate. Hastings and Ostrander became mayors. McCorkle and Stone were elected to county offices. Michael T. Simmons and Calvin Hale served as Indian agents. Goldsborough spoke out against martial law during the Indian conflict of the mid-1850s.

Washington's midwife

Author Bill Speidel suggested that Joseph Lane, Oregon's delegate to Congress and its former governor, traveled to the nation's capital in the fall of 1852 with a copy of the Monticello Memorial signed by convention organizers ahead of time. Evidence clearly indicates that was not the case. Just as he promised, Lane introduced a simple resolution calling for the House Committee on Territories to consider separation of Oregon Territory on December 6, 1852 — the first day of the session. Ever mindful of his true constituents back home, Lane also introduced a bill "to provide for the improvement of the navigation of the Willamette river, in Oregon Territory."

The House agreed to Lane's resolution: "Resolved, That the Committee on Territories (when appointed) be requested to inquire into the expediency of dividing Oregon Territory, and forming a new Territory north of the Columbia River, by the name of Columbia Territory, with leave to report by bill or otherwise."

There is no way with the technology and modes of travel of those days that Lane could have received the official Monticello Memorial eight days after the end of the convention. But he knew one was coming.

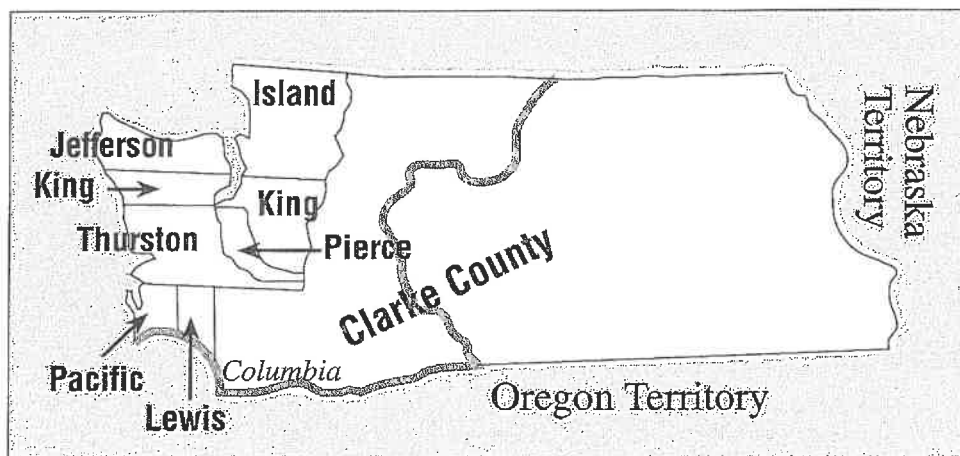
John McClelland Jr. argues convincingly that Lane was responding "to the wishes of sizable number of his constituents" based on his own political contacts and the newspaper accounts — especially the copies of *The Columbian* he received.

This was the second session of the 32nd Congress, known as the short session. It began on the first Monday of December, as prescribed by the Constitution, even though elections for the 33rd



Joseph Lane

He was Oregon Territory's only delegate in Congress. Lane skillfully thwarted a powerful Southern politician who opposed a bill calling for creation of Washington Territory.



In 1854, Washington Territory had eight counties.

Congress had taken place in November. Short sessions lasted until March 3 in odd-numbered years. (New congressmen didn't begin their work until the next December, fully 13 months after being elected, unless called into special session by the president.)

The 32nd Congress had been elected in 1850 and reflected the increasing power of western states and the decrease in the political fortunes of the Whigs. The previous Congress, elected when General Zachary Taylor won the presidency as a Whig, had been almost evenly divided between Whigs and Democrats (111 to 116). But the 32nd was lopsided against the president — 88 to 140 with five from other parties. The latest election showed the further demise of the Whig Party in the House with only 71 members to the Democrats' 159 (with four from other parties).

Lane had pigeonholed the Cowlitz Convention Memorial offered by potential political rivals in the previous year; now he was prepared to fight for separation. The threat was no longer from Whigs, but rather from the issue of slavery.

The official copy of the Monticello Convention Memorial arrived in Washington, D.C., in January 1853, six weeks after the Convention adjourned — typical for mail sent from Oregon to the East Coast in those days. Lane sent a letter dated January 31, 1853, to Quincy A. Brooks acknowledging receipt of the document. The following day he formally presented it to the House of Representatives, which was about to consider various reports from the Committee on Territories and other western expansion issues.

The committee reported favorably on the request to divide Oregon and create "Columbia Territory." The group also

recommended legislation establishing the territories of Wyoming and Nebraska.

The parliamentary device used by the House of Representatives to consider significant legislation, such as territorial reorganization, was to adjourn into a Committee of the Whole. That is what the House did on February 8. Unfortunately, 75 members were absent that day and there was a continuing concern about having a quorum. In fact, at least 98 of the remaining 158 members were lame ducks — either retiring or defeated in the November elections.

Lane and two brothers thwart powerful opponent

Lane was did not have smooth sailing as he managed the bill through the debate in the Committee of the Whole. No less an imposing adversary than the chairman of the Rules Committee, George Washington Jones of Tennessee, rose to oppose the bill creating Columbia Territory because “there not being, as I suppose, sufficient population for two territories.” He moved to table the question “with a recommendation that it do not pass.” Earlier he had tried to kill other bills concerning territories above the Missouri Compromise Line. Each of his attempts was defeated. But before a vote was taken on Jones’ motion, the non-voting delegate from Oregon asked to give a speech.

Lane delivered an impassioned speech about the importance of creating Columbia Territory. He explained the unwieldy size of Oregon Territory, delivered a geography lesson on the natural division caused by the Columbia River and noted that it spawned antagonism among residents on each side for those on the other side. He likened the future population growth to the rapid growth of Ohio and boasted about the abundant natural resources, including the navigable waters of Puget Sound.

When New Jersey Democrat Charles Skelton asked about the population of the proposed territory, Lane dodged the issue: “The population of Columbia in that case will be quite as great as that of the whole of Oregon at the period of its organization into a territory.” He went on to reason that because Congress had passed the Donation Land Claims Act of 1850 to encourage settlement of Oregon, it was now obligated to provide local government. Finally, Lane reassured those concerned about additional expenses that “the revenue collected at Puget Sound alone will in a very short time more than equal all the expense of the new territory.”

At that point, Lane delivered what he hoped would clinch his argument — the pioneers’ petition for separation. He asked the

clerk of the House to read the entire Monticello Convention Memorial into the record.

Lane still had to face the continuing opposition of Representative George Washington Jones, whose motion to table was still before the House. However, Lane was a skilled and ambitious political strategist who had made an impression on party leaders the previous summer by offering to run for president as an ideal Democratic candidate — a Midwestern war hero with Southern ties. In many ways, he could be considered a Southern Democrat. He was born in North Carolina and grew up on the southern shore of the Ohio River at Henderson, Kentucky.

He moved across the Ohio as an adult and served in the Indiana State Legislature from the Evansville area. During the Mexican War he fought alongside the many Southern officers who rose to distinction in that conflict. As Oregon's territorial governor, he served a region known for its southern bias and racist policies. Lane's Southern sympathies ran deep. He was typical of many emigrants from the Ohio Valley who came to be referred to as Butternut Democrats, and eventually Copperheads during the Civil War. He became the 1860 vice presidential nominee for the pro-slavery, anti-secession Southern Democratic group.

To stop Jones from tabling the Columbia bill in 1853, he capitalized on divisions within the Democratic caucus. On issues dealing with slavery, party divisions were irrelevant. Carving new territories north of the Missouri Compromise Line, where slavery was banned, was problematic for Southern Democrats and Whigs alike. So Lane needed a diversion to divide Southern votes. He got help from two brothers, one from Tennessee and the other from Kentucky, serving in the House.

For years Tennessee Democrats had been jockeying to become the political successor to "Old Hickory," Andrew Jackson, the nation's seventh president. Tennessee Governor James Knox Polk had won the presidency in 1844 by successfully avoiding the problem of slavery by proclaiming the virtues of Manifest Destiny. But he retired from politics after an "exhausting" four-year term.

Throughout the 1840s, Andrew Johnson, Frederick Stanton and George Washington Jones were carving out effective careers in the halls of Congress and by 1853 were all committee chairmen. Johnson was an independent-minded politician from the backwoods of eastern Tennessee. Stanton was a highly trained attorney from Memphis, and Jones was from Fayetteville, along the Alabama-Tennessee border. Stanton's older brother Richard, a member of the

House from Kentucky, was also a chairman.

Lane used his ties to Kentucky and the Ohio River Valley to enlist the 40-year-old Kentucky Stanton to stop Jones and divide Southern opposition to the new territory. Stanton moved to strike the name "Columbia" and insert "Washington," explaining that he wanted to honor the "Father of our Country" by naming the new territory after George Washington.

Some historians suggest that he made the motion because the Stantons' childhood home was near Mount Vernon, which was in an embarrassingly dilapidated condition in 1853.

But these were seasoned political masters. By appealing to Southern pride in George Washington, Stanton's motion was a brilliant diversion. The Oregon delegate quickly responded to Stanton's motion, saying, "I shall never object to that name." A lame duck Whig from North Carolina, Edward Stanly, voiced his support of Stanton's amendment. After a few more parliamentary maneuvers, the Committee of the Whole rejected Jones' motion to table the bill, accepted the name change and recommended approval of the bill to the full House.

One can't help but imagine the smiles of self-congratulation on the faces of the Stanton brothers, as they savored a victory over Representative Jones, who, ironically, was also named for the first president.

Bill sails to final passage

Two days later, on February 10, the House began final consideration of the Columbia Territory bill. After one final attempt by Jones to kill the bill, it passed 129 to 29. Of the no votes, 22 (76 percent) were from slave states; 14 were Whigs and 13 were Democrats. Sixteen were lame ducks. Only 32 yes votes, 24 percent of the support, came from slave states. Forty-five yes votes were from Whigs and 78 were from Democrats. Interestingly, 82 were lame ducks (64 percent of the yes votes). One final voice vote was taken officially changing the name to Washington.

Senate passage was routine. The bill was received in the Senate the same day the House gave final approval. Two days later it was referred to the Committee on Territories, along with the Nebraska Territory bill and a bill to settle expense claims "of the people of Oregon from attacks and hostilities of Cayuse Indians" passed by the House the previous August.

The committee, under Chairman Stephen A. Douglas, a Demo-

crat from Illinois, took less than five days to approve the three bills. Final passage for the Washington bill was scheduled for March 2.

Douglas remarked, "I am sure it will take no time, and I am certain there will be no opposition." Although his committee earlier had asked to adjust the territory's name to "Washingtonia," Douglas reported that the members now agreed to go ahead with the House version. It passed on a voice vote and was sent to President Millard Fillmore, who signed it later that same day as his administration was winding down.

Not surprisingly, the next day Congress authorized the Secretary of War to spend up to \$150,000 to conduct surveys of five railroad routes to the Pacific, including one to Puget Sound.

Mysterious names on monument in Longview puzzle historians

THE Monticello Convention Monument in Longview contains names of signers that have been misread by historians. Just how many of the monument's names are wrong has been a focus of researchers over the years.

These were honest mistakes made by people trying to read faded cursive signatures on aging copies of the original Monticello Convention Memorial manuscript.

E. L. Ferrick is really Eugene L. Finch. L. L. Davis is really Lewis Hawkins Davis. Fred A. Clarke uses an "e" in his last name and should not be confused with Seattle attorney Frank A. Clark. C. S. Hathaway might actually be Jeremiah S. Hathaway from Clarke County.

There is no evidence that an E. H. Winslow even existed in 1852. No Donation Land Claim records have an E. H. Winslow and the



The monument's list of names

name does not appear in pioneer reminiscences, business contracts or newspaper articles or advertisements.

However, the names "E. D. Warbass" and "Henry Windsor" do appear often in historical records. One of them was likely "Winslow."

Warbass was active in the Cowlitz Landing Convention and is cited as a delegate to the Monticello meeting by noted historian John McClelland Jr.

Cowlitz Landing also was known as Warbassport for Warbass, its leading businessman. He continued to be active in business pursuits along the Cowlitz Corridor after the convention, even opening a store at Monticello.

Windsor was a contemporary of the signers and a son-in-law of Darby Huntington, having arrived in the Cowlitz Valley in 1852. He traveled frequently along the Cowlitz Corridor and entered into a number of business relationships with several of the signers.

He was one of the first regular mail carriers along the Cowlitz Corridor, winning a contract to deliver mail between Rainier, Oregon, and Olympia.

Just as some historians misread "E. L. Finch" as "E. L. Ferrick," "Winslow" is probably either "Warbass" or "Windsor." It does not take much imagination to understand that a faded, quill-penned "Warbass" or "Windsor" could be misread as "Winslow." But without a legible original Monticello Convention Memorial manuscript, it is impossible to verify the name.

Unfortunately, the original Monticello Memorial to Congress no longer exists, according to the National Archives and Records Administration and both the Washington and Oregon State Archives. That makes it impossible to compare the signatures with those on other legal documents.



The author, Dennis Weber, 50, has taught government and history at R. A. Long High School in Longview for 26 years. He received a Bachelor of Arts in Political Science from the University of Washington in 1974 and a Master's in Education from the University of Portland in 1995. He serves on the Cowlitz County Historical Society Board, and is a member of the Longview City Council.

To the Honorable, the Senate and the House of Representatives of the United States in Congress assembled:

The memorial of the undersigned, the delegates of the citizens of Northern Oregon in convention assembled, respectfully represent to your honorable bodies that it is the earnest desire of your petitioners and of said citizens that all the portion of Oregon Territory lying north of the Columbia river and west of the great northern branch thereof, should be organized as a separate Territory, under the name and style of the "Territory of Columbia."

In support of the prayer of this memorial, your petitioners would respectfully urge the following among many other reasons:

1. The present Territory of Oregon, containing an area of 341,000 square miles, is entirely too large an extent of territory to be embraced within the limits of one State.
2. The said territory possesses a seacoast of 650 miles in extent; the country east of the Cascade mountains is bound to that on the coast by the strongest ties of interest – and, inasmuch as your petitioners believe that the Territory must inevitably be divided at no very distant day, they are of the opinion that it would be unjust that one State should possess so large a sea board to the exclusion of that in the interior.
3. The territory embraced within the said boundaries of the proposed "Territory of Columbia," containing an area of about 32,000 square miles, is, in the opinion of your petitioners, about a far and just medium of territorial extent to form one State.
4. The proposed "Territory of Columbia" presents natural resources capable of supporting a population at least as large as that of any state in the Union possessing equal extent of territory.
5. Those portions of Oregon Territory lying respectively north and south of the Columbia river, must, from their geographical position, always rival each other in commercial advantages, and their respective citizens must, as they are now and always have been, be actuated by a spirit of opposition.
6. The southern part of Oregon Territory, having a majority of voters, have controlled the Territorial Legislature, and Northern Oregon has never received any benefit from the appropriations made by Congress for said Territory which were subject to the disposition of said Legislature.
7. The seat of the Territorial Legislature is now situated, by the nearest practicable route, at a distance of 500 miles from a large portion of the citizens of Northern Oregon.
8. A great part of the legislation suitable to the south is, for local reasons, opposed to the interests of the north, and inasmuch as the south has a majority of the voters, and representatives are always bound to reflect the will of their constituents, your petitioners can entertain no reasonable hopes that their legislative wants will ever be properly regarded under the present organization.
9. Experience has, in the opinion of your petitioners, well established the principle, that in states having a moderate sized territory, the wants of the people are more easily made known to their representatives, there is less danger of a conflict between sectional interests, and more prompt and adequate legislation can always be obtained.

In conclusion, your petitioners would respectfully represent that Northern Oregon, with its great natural resources, presenting such unparalleled inducements to emigrants, and with its present large population, constantly and rapidly increasing by immigration, is of sufficient importance, in a national point of view, to merit fostering care of Congress; and its interests are so numerous and so entirely distinct in their character as to demand the attention of a separate and independent Legislature.

Wherefore your petitioners humbly pray that your honorable bodies will, at an early day, pass a law organizing the district of country before described under a Territorial Government to be named the "Territory of Columbia."

Done in convention assembled at the town of Monticello, Oregon Territory, this 25th day of November, A. D. 1852.

R. J. White, Secretary
George N. McConaha, President

Delegates to the 1852 Monticello Convention and signers of the Memorial:

Lower Cowlitz Valley

Seth Catlin
Alexander Crawford
Peter W. Crawford
J. Fowler
Harry Darby Huntington
Nathaniel Ostrander
William A. L. McCorkle
Nathaniel Stone

Duwamish Valley

Luther M. Collins
R. J. White*

New York - Alki

John N. Low
Charles C. Terry

Seattle

William N. Bell
Arthur A. Denny
David S. "Doc" Maynard
George N. McConaha

Port Townsend

Loren B. Hastings
Henry C. Wilson

Cowlitz Landing

Fred A. Clarke
George Drew

Cowlitz Valley

John R. Jackson
Henry Miles
Simon Plamondon
George B. Roberts

Chehalis Valley

B. C. Armstrong
Lewis H. Davis
Alonzo B. Dillenbaugh
Eugene L. Finch*
Sidney S. Ford, Sr.
Cordon F. Porter

Olympia

Quincy Adams Brooks
A. George Cook*
Hugh A. Goldsborough
Calvin H. Hale
Simpson P. Moses
William W. Plumb
Stephen D. Ruddell
Michael T. Simmons
Andrew J. Simmons
Adam Wylie

Others

Edward J. Allen
C. S. Hathaway*
A. F. Scott
E. Henry Winsor*

* Identities uncertain, pending discovery of original manuscript

Historic Convention Held At Monticello

History was made one November afternoon in the pioneer community of Monticello—situated on the lower Cowlitz River near the present day site of the California Way underpass in Longview—as rugged settlers held a session the results of which were heard clear across the nation.

The husky pioneers, clad in the traditional heavy broadcloth and boots, gathered in Monticello late in November of 1852 to further the separatist movement that was sweeping the northern part of the farflung Oregon territory.

They met to demand action from congress that would split Oregon into two territories, with the Columbia River the dividing line.

There were more than 50 present when night closed over the river and the men, joyous in spite of the serious business before them, sang and laughed, smoked and played mumble peg before lying down in improvised beds to rest for their duties of the coming day.

Region In Infancy

The Northwest was still in its infancy, but already several hundred men had made homes for their families among the towering evergreen trees from the Cowlitz to Puget Sound.

Oregon territory was a vast area—314,000 square miles extending from California to the Canadian border. The seacoast, halved by the wide mouth of the mighty Columbia—greatest river on that side of America—extended along 650 miles.

North of the Columbia the 50 men gathered in Monticello made their homes. They had traveled on foot and horseback from scattered points throughout the region to the little village on the Cowlitz and as they trudged along they had pondered their burning desire for independence—for a government of their own, a territory of their own which some day might ask the right of admission as a new state.

Elected Delegates

The men who met in Monticello were delegates, chosen from nearly every settlement north of the Columbia and west of the Cascades, meeting in convention to petition the congress of the United States to make the broad river a boundary of Oregon and set aside the northern half as a new territory.

They were a determined lot. Soon after Oregon territory had been created they found it difficult to make the long trip to the Willamette valley, where the capital had been located. Thus they were virtually without voice in the affairs of the great region.

Issue Aired Before

The issue had been aired twice before—in Fourth of July orations at Olympia and in conventions there and at Cowlitz Landing. This was to be the

place where the decision was made and the demand voiced that was to be heard those thousands of miles across the mountains, hills and plains to the nation's capital.

The newly established newspaper in Olympia had added fuel to their fire. It had called time and again for separation from Oregon on a creation of the new territory.

So, that day in historic Monticello, the decision was made long before the question was brought formally before the convention. The petition to congress was agreed upon unanimously and the delegates gathered around the table to affix their signatures.

Local Pioneers Sign

Among the signers were a number who took a leading part in the settling of the Cowlitz Valley—Harry Darby Huntington, founder of Monticello; Seth Catlin, founder of Freeport; W. A. L. McCorkle, pioneer settler; Peter Crawford, founder of Kelso; John Jackson and Michael T. Simmons, first American settlers north of the Columbia River; Simon Plamondon, first white man to settle north of the Columbia.

Probably the biggest problem facing the group was the wording of the petition. It read, in part:

"The memorial of the undersigned delegates of the citizens of Northern Oregon, in convention assembled, respectfully represent to your honorable bodies that it is the earnest desire of your petitioners and of said citizens that all that portion of Oregon territory lying north of the Columbia River and west of the great northern branch thereof, should be organized as a separate territory under the name and style of the Territory of Columbia."

The petition, when completed, carried the names of the following delegates: Huntington, Catlin, Plamondon, McCorkle, Crawford, Simmons, G. B. McConaha, R. J. White, Q. A. Brooks, C. S. Hathaway, E. W. Winslow, A. Cook, A. S. Scott, W. M. Bell, A. A. Denny, L. M. Collins, G. D. Roberts, L. N. Stone, L. H. Davis, C. H. Hale, S. D. Ruddell, E. J. Allen, A. D. Dillinbough, J. R. Jackson, D. S. Maynard, F. A. Clark, Will W. Plumb, A. Wylie, J. N. Low, C. C. Terry, A. J. Simmons, H. A. Goldsborough, G. Drew, H. C. Wilson, L. B. Hastings, Sen. S. S. Ford, B. C. Armstrong, J. Fowler, A. Crawford, C. F. Porter, Dr. Nathaniel Ostrander,

E. L. Finch, H. Miles and S. P. Moses.

Dispatched Petition

The delegates dispatched the petition to congress. However, while it was enroute Delegate Lane from Oregon territory—already prodded on the question by previous demands—decided to call the issue before the house. This he did and it was adopted Feb. 8, 1853, before the Monticello petition had arrived. The only change was proposed by Rep. Stanton of Kentucky. It called for a change in the name from Columbia to Washington and was accepted. The senate adopted the measure Mar. 2 and President Millard Fillmore signed it the same day.

Word finally trickled back to the far off region that the measure had been enacted. It was the occasion for general rejoicing.

Stevens Named

Isaac Ingall Stevens was named the first territorial governor. He was a veteran military man and frontiersman who demanded rigid discipline. On his way to the capital of the

new territory, Stevens journeyed on horseback down the Columbia and up the Cowlitz to Olympia.

The first territorial legislature assembled in Olympia in a room over a general store on Feb. 27, 1854. The average age of the lawmakers was only 28. Ten were farmers, seven lawyers, four mechanics, two merchants, two lumbermen, one a civil engineer and one a surveyor.

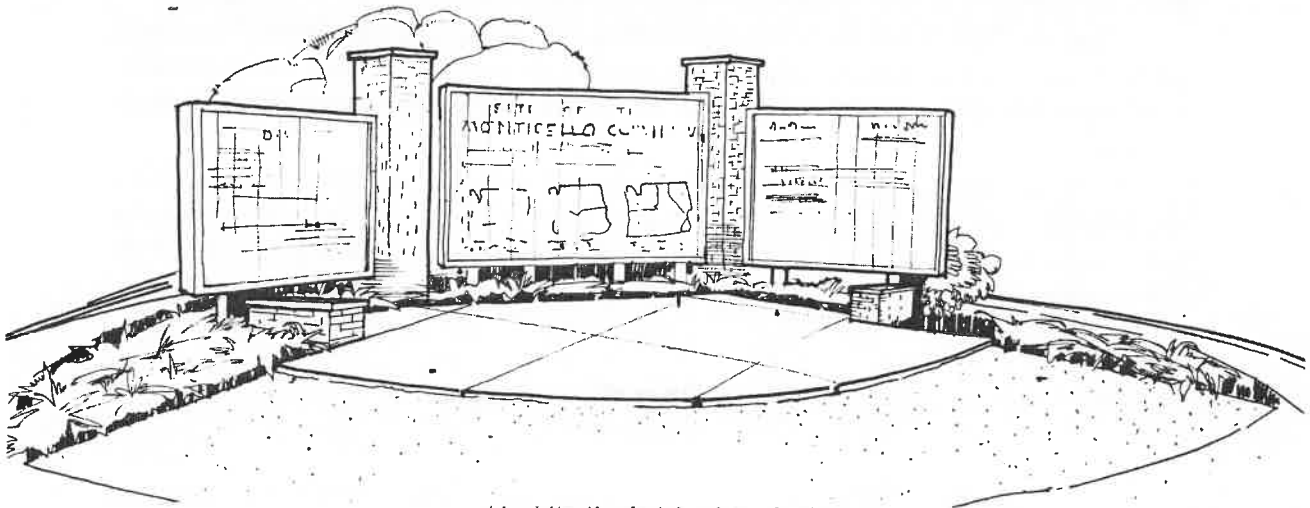
Seth Catlin represented the region in the council and H. D. Huntington of Monticello in the house of representatives.

Monticello Convention

Longview
Longview
Longview

137/193 f
62,881

Dedication of Historical Marker
and
Observance of 100th Anniversary of
Monticello Territorial Convention Centennial



(Architect's sketch of marker)

LONGVIEW, WASHINGTON

November 25, 1952

Marker erected by

WASHINGTON STATE PARKS
AND RECREATION COMMISSION

ARTHUR B. LANGLEIE, *Governor*

JOHN R. VANDERZICHT, *Director*

COMMISSION MEMBERS:

DR. FRANK WARREN, *Chairman*

JOHN M. MCCLELLAND, JR.

RUTH E. PEELER, *Vice-Chairman*

HERBERT J. OLSON

EMIL H. MILLER, *Secretary-Treasurer*

JOHN E. BLUME

ARTHUR H. MORGAN



Convention Centennial dinner sponsored by Longview '23 Club,
A. Floyd Scott, president; and Cowlitz County Historical Society,
Mrs. Joe Cline, president.

PANELS OF MONTICELLO CONVENTION MARKER TELL STORY IN FEW WORDS

SITE OF MONTICELLO CONVENTION

HISTORIC meeting at which residents of northern Oregon petitioned Congress for creation of new territory that ultimately became state of Washington.

Here, on November 25, 1852, the leading first settlers of the Puget Sound and Cowlitz valley areas met and signed a memorial to Congress asking for a division of Oregon Territory, giving those north of the Columbia river a territorial government of their own.

Early in 1853 Congress heeded the wishes of the Oregon territory people and divided the vast area as shown in the maps below. Later the eastern boundaries were changed again to their present locations. (Maps on marker panel omitted in this program.)



OREGON TERRITORY had been organized only three years when the settlers north of the Columbia felt the need for a government of their own. Two important meetings were then held to draft formal appeals to Congress for the creation of a new territory of "Columbia." These were:

1. The Cowlitz Convention, held at Cowlitz Landing, Lewis County, near the present town of Toledo on August 29, 1851.
2. The Monticello convention, held at the home of H. D. Huntington in

Monticello, near this site, November 25, 1852.

Both conventions argued that Oregon Territory was too big, that the southern and northern parts of the territory had little in common and were commercial rivals, and that the capital (then Oregon City) was too remote from Puget Sound.

The Monticello memorial was read in Congress during discussion of a bill to create the territory. After changing the suggested name of "Columbia" to "Washington" to avoid confusion with the District of Columbia and to honor George Washington, the bill was passed. It was signed by President Millard Fillmore on March 2, 1853.

DEDICATION PROGRAM

November 25, 1952

4:00 p. m.

Dedication of interpretive marker at the site, adjacent to railroad underpass, south entrance to Longview.

Welcome by A. Floyd Scott, chairman, Longview Committee for the Observance of Washington's Territorial Centennial.

"The State Historic Marker Program," John Vanderzicht, director, State Parks and Recreation Commission.

"Significance of Monticello Convention," J. M. McClelland, Jr., member State Parks and Recreation Commission.

Representing the descendants of the signers of the Monticello Memorial, Mr. George Plamondon of Olympia, grandson of Simon Plamondon, Cowlitz Prairie pioneer, who participated in both the Cowlitz Landing and Monticello conventions.

Unveiling by Mrs. Harry E. Brewster of Seattle, great-granddaughter of Darby Huntington, in whose home in Monticello the convention was held, and daughter of Mr. and Mrs. Jean Huntington.



CENTENNIAL BANQUET

Hotel Monticello, 6:30 p. m.

Group singing of "America," John Hill, leader.

Invocation by the Rev. E. H. Gebert.

Call to order of Longview '23 Club, A. Floyd Scott, president.

Introduction of toastmaster, J. M. McClelland, Jr.

Group singing of "Ben Bolt."

Introduction of Mrs. Joe Cline, president, Cowlitz County Historical Society.

"Centennial Plans," Chapin Foster, director, Washington State Historical Society.

Presentation by families of descendants of convention participants.

Responses:

Mrs. Jesse Hillburger of Chehalis, president of the Simmons Clan.

(Mrs. Hillburger is a great-granddaughter of Michael Simmons, who participated in both conventions and who was the first American citizen to settle in this part of Washington, 1845.)

Charles H. Catlin of Vancouver.

(Mr. Catlin is a grandson of and possibly the oldest living male descendant of Seth Catlin, who was chairman of the Cowlitz Convention.)

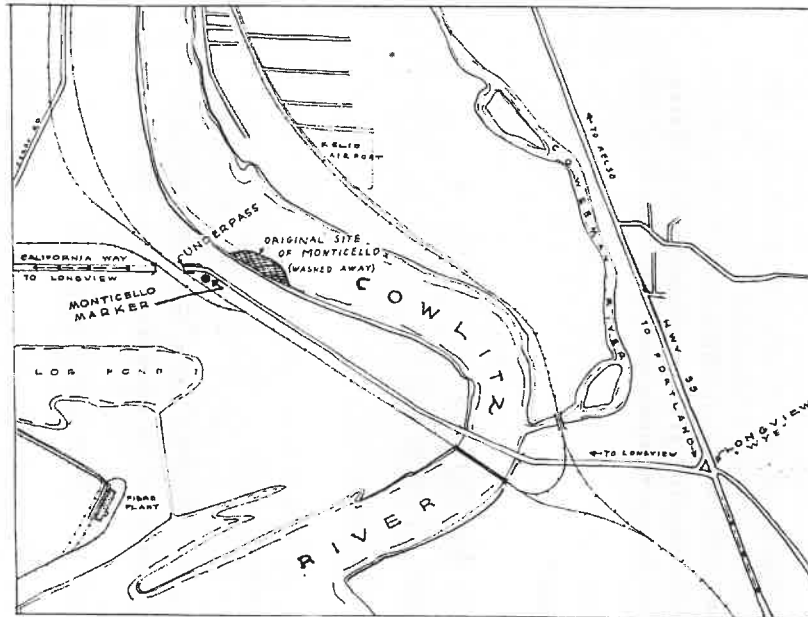
"How Washington Came To Be," Dr. Dorothy O. Johansen, Associate Professor of History and Humanities, Reed College, Portland, Oregon.

(Site of Monticello marker donated to the state by Lynch Lumber Co., subsidiary of Pacific Paperboard Co., E. E. Flood, president.)

SIGNERS OF MONTICELLO CONVENTION MEMORIAL

(November 25, 1852)

G. N. McConaha
Pres. of the Convention
R. J. White
Secretary
E. J. Allen
B. C. Armstrong
Wm. N. Bell
Q. A. Brooks
Seth Catlin
A. Crawford
Peter W. Crawford
F. A. Clarke
L. M. Collins
A. Cook
L. L. Davis
A. A. Denny
G. Drew
A. B. Dillenbaugh
E. L. Ferrick
S. S. Ford
J. Fowler
H. A. Goldsborough
C. H. Hale
C. S. Hathaway
L. B. Hastings
H. D. Huntington
J. R. Jackson
J. N. Low
W. A. L. McCorkle
D. S. Maynard
H. Miles
S. P. Moses
N. Ostrander
Simon Plamondon
C. F. Porter
Wm. W. Plumb
G. B. Roberts
S. D. Ruddell
A. F. Scott
A. J. Simmons
M. T. Simmons
N. Stone
C. C. Terry
H. C. Wilson
E. H. Winslow
A. Wylie



OFFICERS, PARTICIPANTS IN COWLITZ CONVENTION

(August 29, 1851)

Seth Catlin, *Chairman.*
F. S. Balch, *Secretary.*
A. M. Poe, *Secretary.*

Marcel Bernier, Joseph Borst, John Bradley, Joseph Broshears, D. F. Brownfield, Jonathan Burbee.

T. M. Chambers, J. B. Chapman, James Cochran, Clanrick Crosby, A. B. Dillenbaugh, John Edgar, Sidney S. Ford, W. L. Frazer.

Robert Huntress, John R. Jackson, D. S. Maynard, Simon Plamondon, S. S. Saunders, A. J. Simmons, M. T. Simmons, E. D. Warbass, H. C. Wilson.

CHRONOLOGY OF EVENTS LEADING TO ESTABLISHMENT OF WASHINGTON TERRITORY . . .

August 14, 1848—Oregon Territory established.

July 4, 1851—John B. Chapman in speech at Olympia calls for creation of separate territory north of the Columbia river.

August 29, 1851—Convention held at Cowlitz Landing, Lewis County, at which memorial to Congress is drawn up requesting division of Oregon Territory.

July 4, 1852—Daniel R. Bigelow delivers patriotic oration in which territorial issue is raised anew.

September 11, 1852—"The Columbian" begins publication in Olympia, printing Bigelow's July 4 address in full in first issue.

October 27, 1852—Informal meeting held at home of John R. Jackson on Jackson's Prairie at which it was decided to hold another convention in Monticello on November 25.

November 25, 1852—Monticello Convention held and new memorial to Congress is drawn up and dispatched to Washington, D. C.

December 6, 1852—Joseph Lane, Oregon territorial delegate to Congress, introduced a resolution calling for creation of separate territory north of the Columbia to be called "Columbia Territory."

January 14, 1853—Oregon Territorial Legislature passes resolution approving division of territory.

February 8, 1853—Monticello memorial read in Congress and action taken to create new territory with name changed to "Washington."

March 2, 1853—Bill creating Washington Territory signed by President Millard Fillmore.

Monticello Marker Rededicated

The famous Monticello Convention of 1852 is again properly memorialized in Longview.

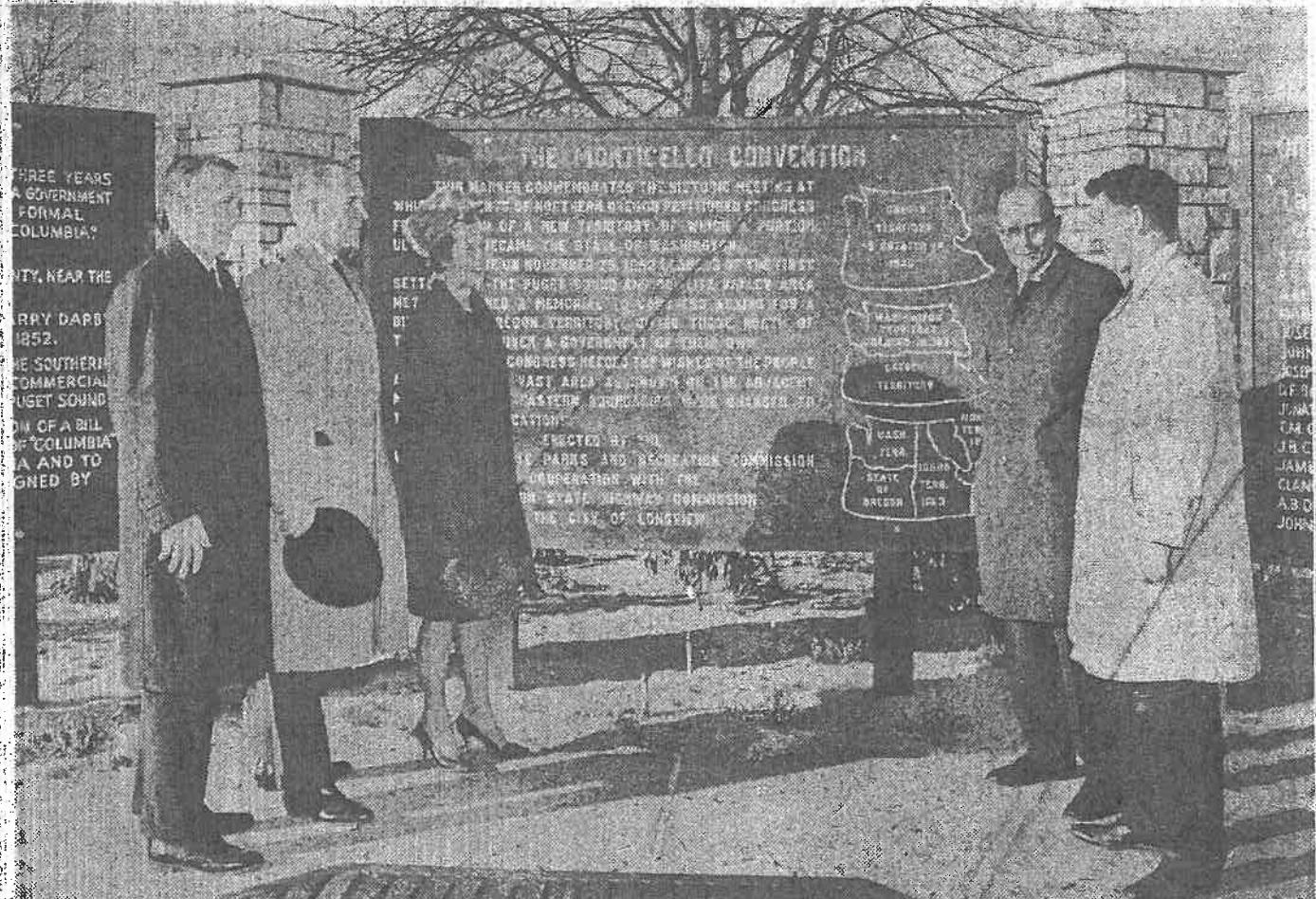
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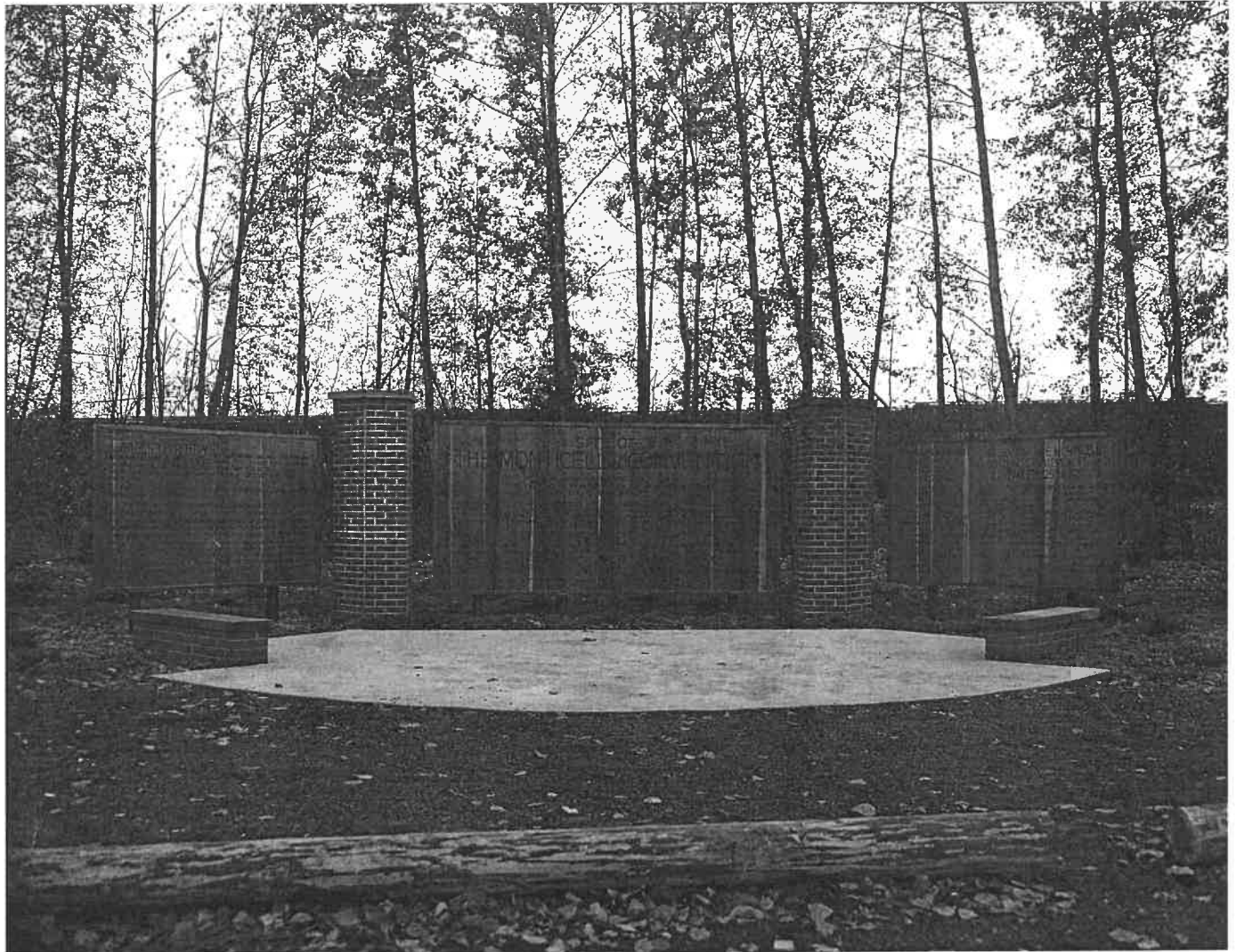
who designed the original marker, Mrs. Eleanor Berger of Tacoma, parks commissioner, Longview's Mayor E. Clark Lewis, and Dick Clifton, of Olympia, designer of the new marker. — Jan Fardell photos.



Description

B & W photo negative of the Monticello Convention markers dedication ceremony in 1951, along California (now Tennant) Way. The markers were later moved near the Longview Library.

2



Description

B & W photo negative of the Monticello Convention markers along California (later Tennant) Way, right after their dedication ceremony in 1957. The markers were later moved near the Longview Library.

2



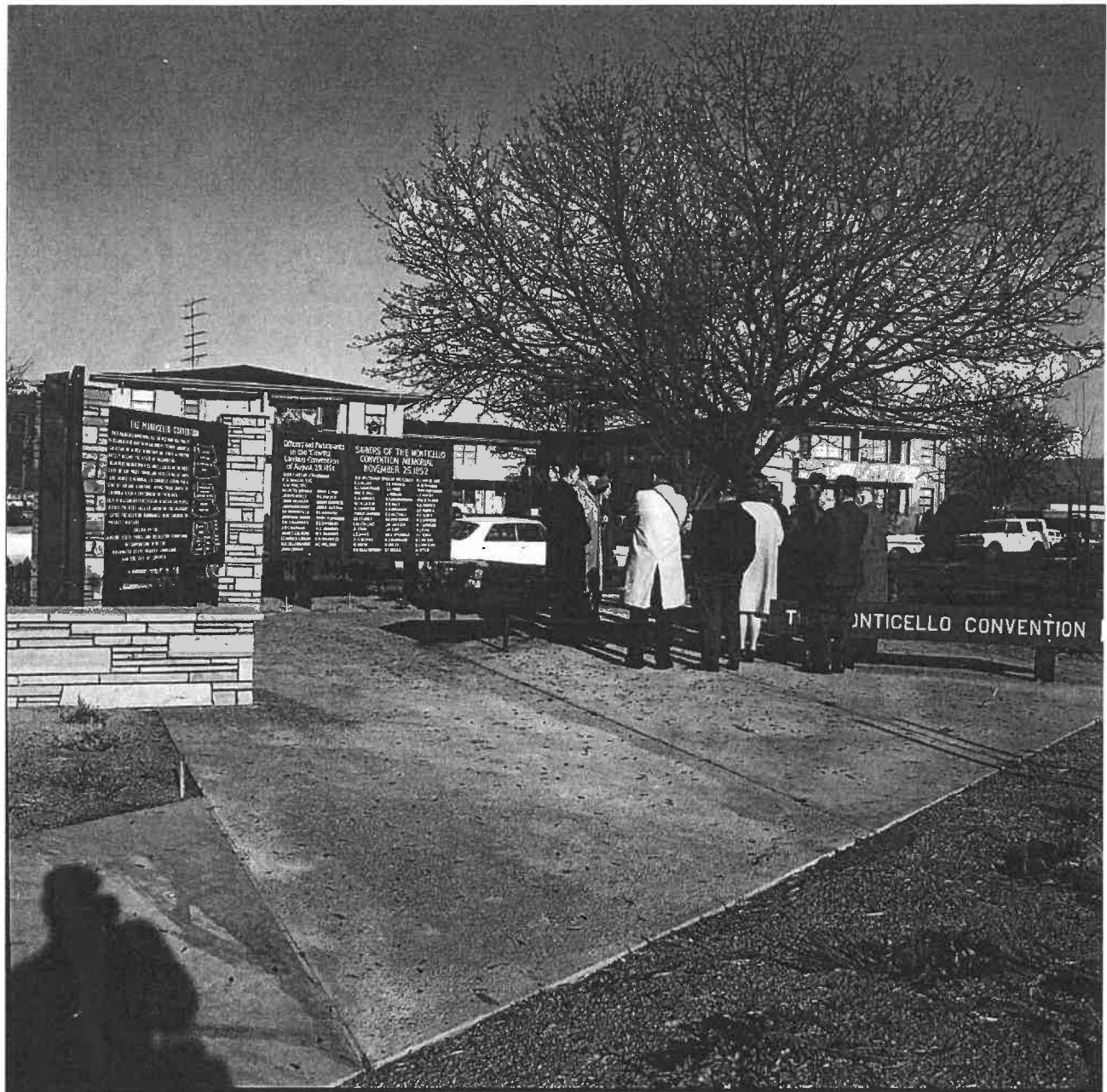
1927

Description

photo of site of Monticello Convention. Sign placed by Daughters of the American Revolution DAR. Washington Territory. Dressed in pioneer costumes are Winnie Quick, Emma Pennington McCorkle, Hattie Olson, Roma Huntington, Chauncy Davis, Francis Duggan, Clara Olson Davolt. Monticello

People

Quick, Winnie
McCorkle, Emma Pennington
Olson, Hattie Barlow
Huntington, Roma
Davis, Chauncy
Duggan, Francis
Davolt, Clara Olson

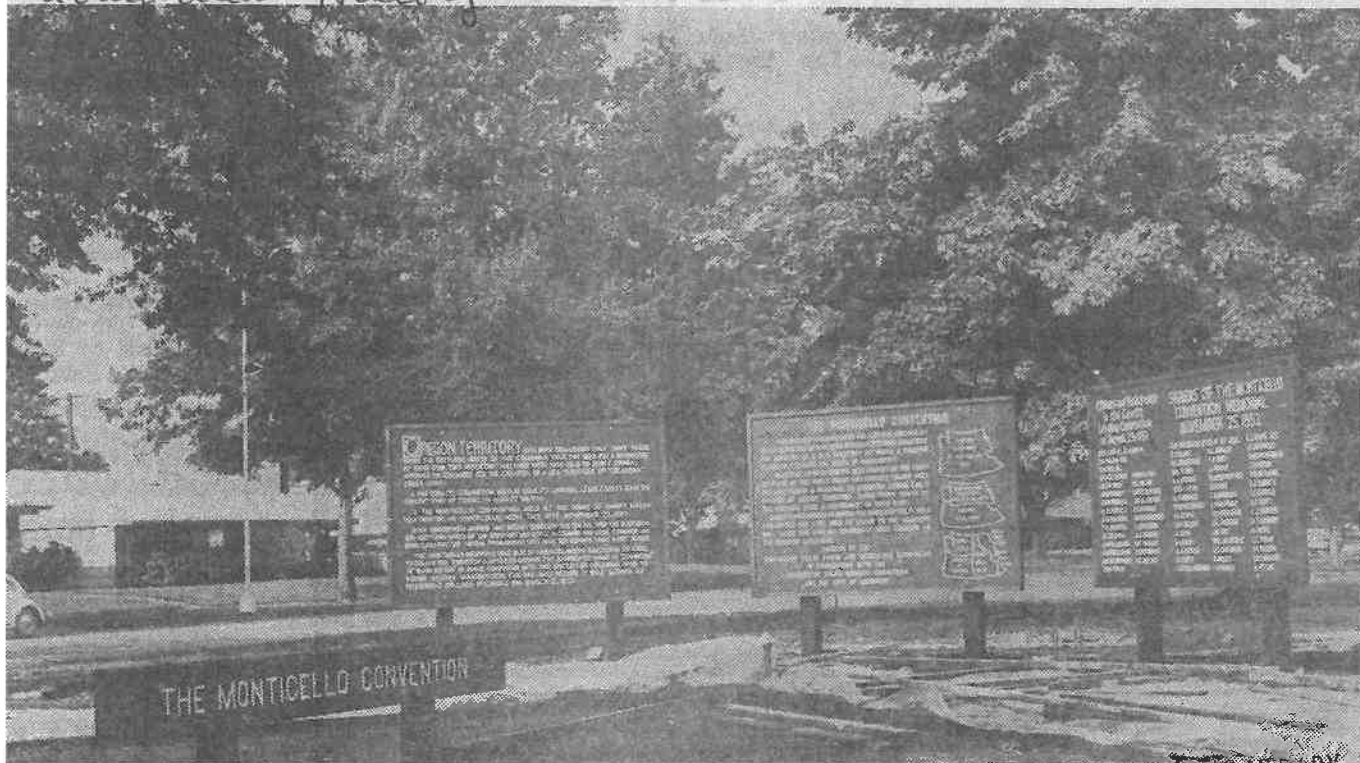


Description

photo Monticello Convention Memorial Dedication; Longview; Anniversaries & Celebrations; Dedications; Groups; People.

Dec. 15, 1967.

Longview - History Monticello Convention



MONTICELLO MARKER GOES UP

LONGVIEW PUBLIC LIBRARY
LONGVIEW, WASHINGTON

Mayor F. Clark Lewis and Public Works Director Lloyd Inman have gotten phone calls from irate residents of Olympia Way complaining about the "ugly billboards" being erected just west of the Longview Public Library. The billboards are the Monticello Marker and when

the landscaping is completed should look better. Westco of Longview is doing the work, except for the landscaping, for \$3,000. Nov. 1 is the scheduled completion date.

Longview - History Monticello Convention L.D.N. 12-5-67

LONGVIEW PUBLIC LIBRARY
LONGVIEW, WASHINGTON



MONTICELLO MARKER COMPLETED

The Monticello Marker, commemorating the signing in 1852 of a convention petitioning Congress to divide the Oregon Territory and create another territory,

A bit of history

Selection of meeting site was deliberate maneuver

(Continued from First Page)

One may wonder why Monticello was chosen. The reason seems to be that those most anxious to have a separate territory were the settlers living on Puget Sound. They reasoned that the residents on the north bank of the Columbia were less enthusiastic about the division than they because of their relative nearness to the capital of Oregon. So to gain favor with the people along the lower Cowlitz, it was determined to have the meeting in Monticello rather than at Cowlitz Landing as had been done the previous year.

Thus the Monticello Convention convened on Nov. 25, 1852, on the present site of Longview, at the pioneer homestead of Harry Darby Huntington.

This convention was even better attended than the one at Cowlitz Landing. Forty-four delegates came. Eight of them were from a new place on Puget Sound called Seattle. One of these eight, George N. McConaha, was named president. Another Puget Sounder, R. J. White, was made secretary. There was even a delegate present from Port Townsend.

At this meeting a memorial was adopted asking Congress to create the territory of Columbia. The boundaries suggested were the Columbia River on the east and south, the 49th, parallel on the north and the

Pacific Ocean on the west. This included only 32,000 of the 340,000 square miles then attributed to the territory of Oregon.

Now we come to an important date which has proved to be a stumbling block in the writing of a great deal of Northwest history. On Dec. 6, 1852, only 11 days after the Monticello Convention, Oregon Territory's delegate, Gen. Joseph Lane, introduced in the House of Representatives a resolution calling for the creation of Columbia Territory. Eleven days was too short a time in 1852 for a mail courier to cross the continent from Oregon to Washington, D.C. So the Monticello Convention could not have reached Lane before he introduced his resolution of Dec. 6.

The next date in the chronology is Jan. 14, 1853, when the Oregon Territorial Legislature passed a resolution asking Congress to divide the territory. This proved that there was no opposition in lower Oregon to the efforts of northern residents to achieve a status of independence.

INTO THE RECORD

The Monticello Memorial reached Lane before Feb. 8, 1853 when he made a strong plea before the House in behalf of Columbia Territory. He read the Monticello Memorial in full and it was published along with his speech in the Congressional Globe's account of that day's

proceedings. Thus Congress heard the Monticello Memorial before it took action. It was therefore influenced by that memorial. Representative Richard Stanton of Kentucky moved to change the proposed name from Columbia to Washington to give honor to the founder of the nation. This amendment was quickly accepted by Lane and a bill was passed creating the Territory of Washington. This bill was signed on March 2 by President Millard Fillmore.

It was the memorial drawn up at the Cowlitz Landing Convention in 1851 which actually prompted Lane to introduce the resolution leading to the division of the territory. But the Monticello Memorial also had a decisive part to play in the sequence of events leading to the establishing of the Territory. It was the emphatic expression of

opinion contained in the Monticello Memorial, read by members of Congress that Oregon Territory should be divided.

City Council Approves Pact To Erect Monticello Marker

(See Stories Pages 1 and 16)

The final step on the part of the City of Longview to have the Monticello Marker erected in the small triangle off the west end of the grounds of the Longview Public Library was taken Thursday evening.

The Longview City Council directed that a formal agreement making it possible be signed with the state Parks and Recreation Commission.

The marker commemorates an 1852 convention of Oregon Territory citizens living north of the Columbia River to draw up a petition to have the U.S. Congress divide the territory. Until a few years ago when Highway 830 was routed across the site, the marker stood near the actual point on the Cowlitz River bank where the meeting was held.

According to the contract's

terms, the state will handle all work involved in constructing the marker, landscaping the grounds and maintaining the marker at no cost to the city. The city, besides permitting use of the city-owned site, will maintain the grounds.

The project is expected to be carried out this spring, according to Councilman Luis Alcid, who participated in the recent negotiations for re-establishing the marker. The detailed drawings are now being made, he

said.

Two of the marker's original seven-foot-high wood panels—the two flanking panels — will be used. The center panel, which bore references to the previous location, will be replaced.

The landscaping will include three beds of rhododendrons, a large one in the apex of the triangle behind the marker, and two smaller beds in the corners nearest the library. The beds will be bordered with grass strips.

KIWANIS

Ceremony rededicates Monticello monument

By Brenda Blevins McCorkle
THE DAILY NEWS

In 1926, 30 men stood at R.A. Long Park and dedicated a stone monument to the pioneers who had passed through Monticello on their way to the Puget Sound area.

Seventy-six years later, roughly 100 members of the Longview, Olympia and Kelso Kiwanis clubs and community members gathered at the northwest corner of the park, to again dedicate the monument to the memory of those hardy men and women who settled the areas.

Monticello, located where Longview is now, was the site of the Monticello Convention in 1852, where actions were taken to create the Washington Territory. The 150th anniversary of the Washington Territory is March 2, 2003.

Secretary of State and Olympia Kiwanis president Sam Reed led the rededication ceremony, which was coordinated locally by Longview Kiwanis secretary Ken Botero.

Before the ceremony, the group held a luncheon at Cibo Con Amici. Many then traipsed to the park, where the granite monument rests.

Kiwanis Division 42 Lt. Gov. Bill Eagle, Longview Kiwanis president James Ylvisaker, Kelso Kiwanis president Ireda Grohs and secretary Dick Woods, and Longview Mayor Mark McCrady joined Reed and Botero during the ceremony.

"This means so much to us," Reed said before the event. "The (Olympia) club goes back to 1921, and we have a remarkable past and accomplished so much in these past decades."



Brenda Blevins McCorkle / The Daily News

Longview Kiwanis secretary Ken Botero, right, introduces Olympia Kiwanis president and Washington's Secretary of State Sam Reed, center, who was joined by Longview Mayor Mark McCrady and other Kiwanis officials during a recent ceremony at R.A. Long Park.

Botero said the Longview Kiwanis also saw the importance of the event.

"It's part of the history of our community," Botero said after the ceremony. "It (the monument) kind of blew my mind when I first saw it. ... I thought this would be an opportunity to re-emphasize the importance of this."

Botero said he estimated 100 people attended the event Monday.

Chris Skaugset, adult services librarian at the Longview library, shared some of Longview's history with the Olympia Kiwanis members before they headed home.

"I gave them a basic history of Mr. Long coming here and

the building of the city, and how that connected to the marker and the events of 1926 and today," he said. "It's always important to recognize the local history, and markers like that, they can get forgotten. ... There's definitely a local interest in the history of the area that never seems to end."

And the monument also ties together Longview and Olympia in ways other than geographically.

"It is such a wonderful coincidence, the history of these two Kiwanis clubs," said Les Eldridge, who coordinated the Olympia end of the event. "If this isn't a great way to kick off the sesquicentennial, I don't know what is."

Daily News 8-22-03 p. 13

THE WEEKEND DAILY NEWS

223rd ISSUE, 45th YEAR LONGVIEW, WASHINGTON, SAT.-SUN., DECEMBER 16-17, 1967. TEN CENTS 2 SECTIONS 42 PAGES

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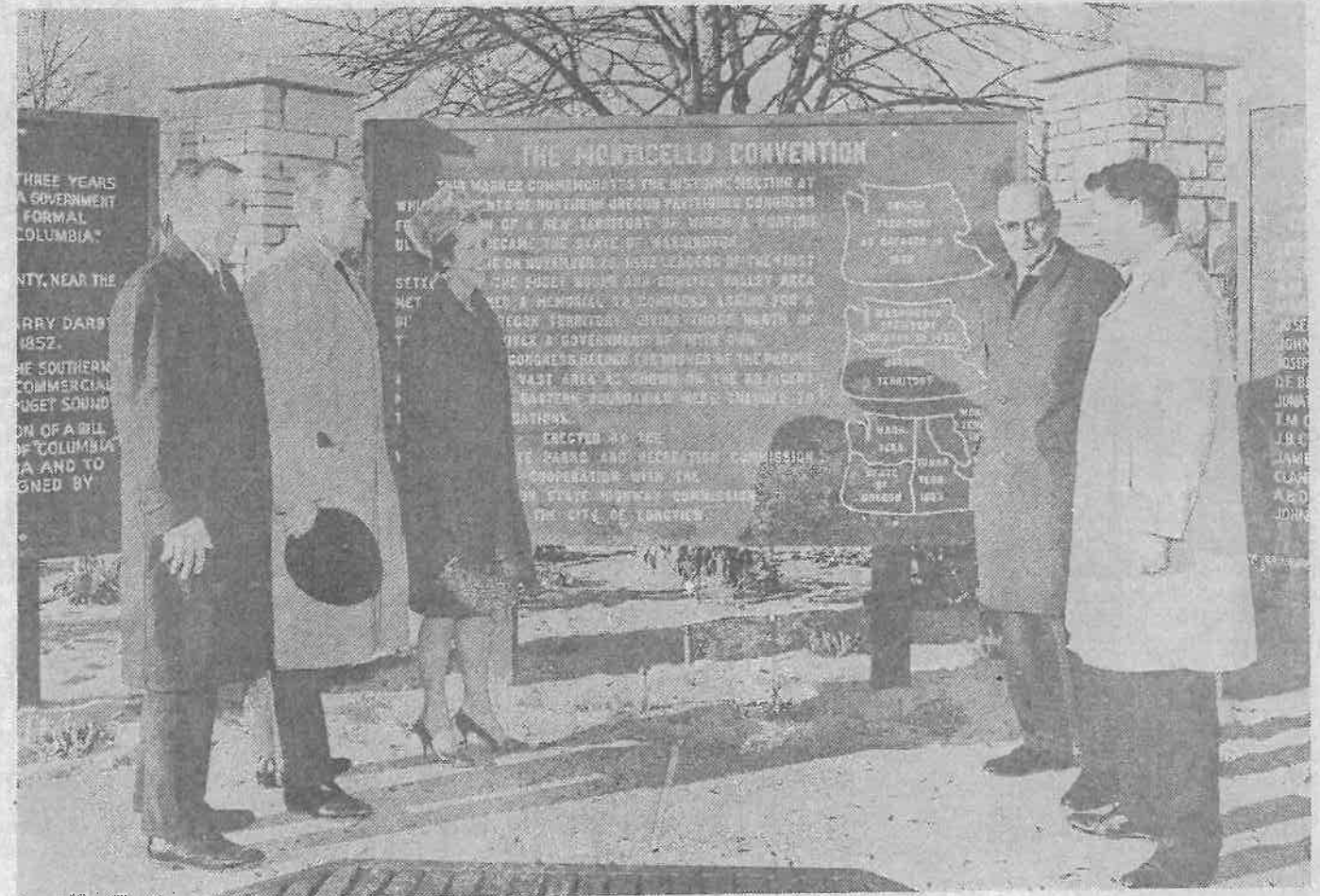
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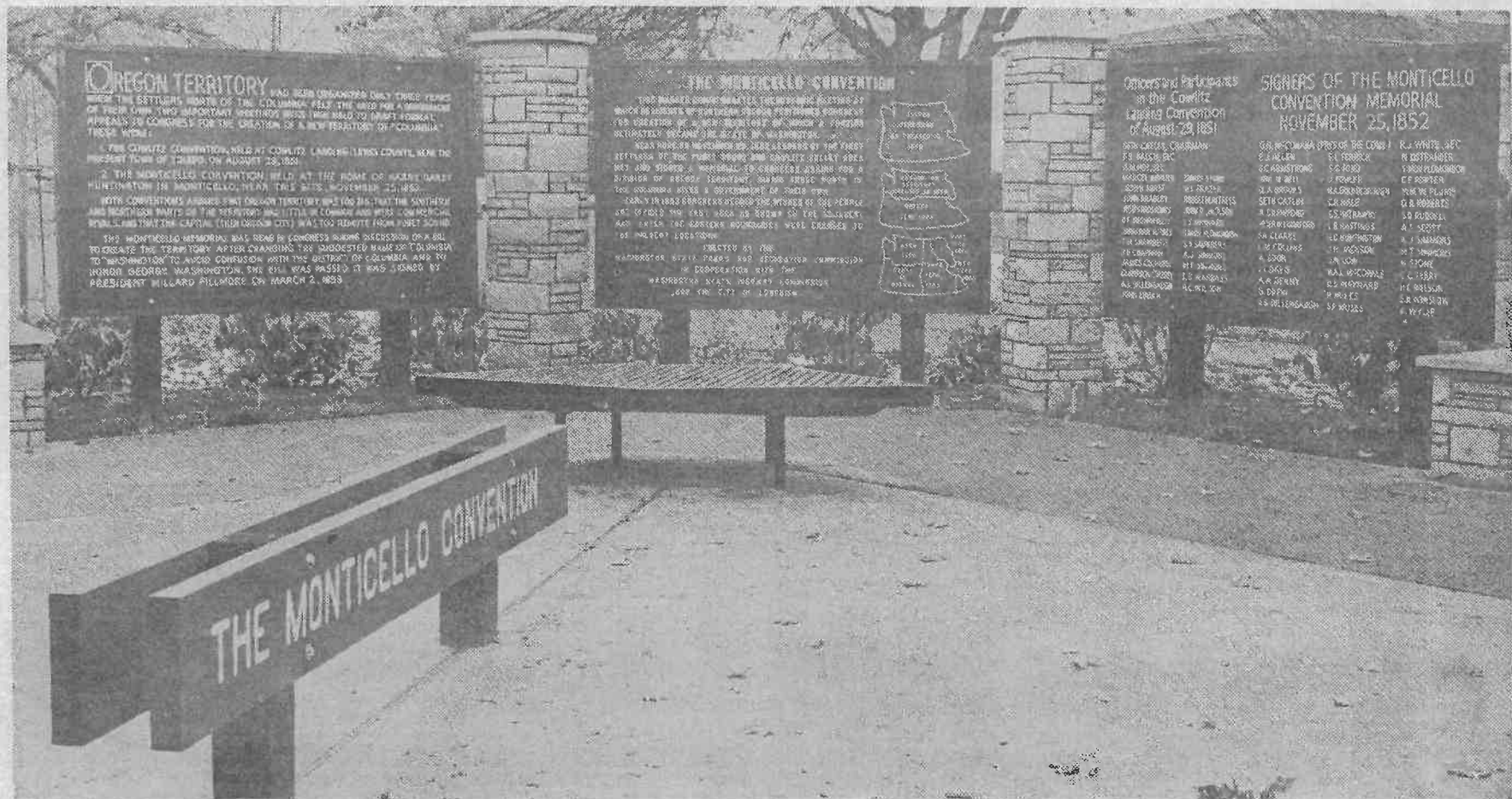
who designed the original marker; Mrs. Eleanor Berger of Tacoma, parks commissioner; Longview's Mayor F. Clark Lewis; and Dick Clifton, of Olympia, designer of the new marker.—Jan Fardell photos.



HIS GREAT-GREAT-GREAT-GRANDFATHER

Young Darby Huntington, his father Paul beside him, points to the name of H. Darby Huntington, six generations removed, on the Monticello Convention marker dedicated Friday. The convention, which took action leading to the deci-

sion to create Washington Territory, was held in Darby Huntington's home on Nov. 25, 1852, in Monticello. The Monticello townsite was washed away in the flood of 1869.



Monticello Convention

Pioneers met on Cowlitz River's banks to seek political identity

By JOHN M. McCLELLAND JR.

Cowlitz County has a prominent place in Pacific Northwest history for several reasons — explorations, the fur trade, steamboating, wagon roads, the start of railroading, lumbering. But perhaps its chief claim to historical prominence concerns political history — the Monticello Convention of November 1851, held in a house on the banks of the Cowlitz in what is now Longview.

It cannot be claimed that the Territory of Washington, subsequently the state of Washington, was created because of this convention alone. But the memorial to Congress that resulted from that meeting had a bearing on the decision of Congress. The men who met here were the same men who had met at Cowlitz Landing earlier. Their desires were well known in the national capital. Without the actions they took there might never have been a Washington.

The marker rededicated in Longview Friday commemorates the convention and honors the participants, all of whom are named on the heavy cedar boards that make up the interpretive part of the triangular-block display near the public library.

The story of Washington's establishment begins with a speech made by John B. Chapman on the Fourth of July, 1851, in the newly founded town of Olympia.

Chapman called for the formation of a separate territory north of the Columbia River. His talk aroused such enthusiasm that a meeting was called almost immediately. At the meeting, it was decided to hold a convention at Cowlitz Landing — geographically the center of the northern area — on Aug. 29 "to take into careful consideration the present peculiar position of the northern portion of the territory, its wants, the best method of supplying these wants, and the propriety of an early appeal to Congress for a division of the territory."

DIFFICULT TRAVEL

Going to a convention was no easy matter in those days. There were no roads. Nor was there even so much as a single newspaper to publicize the convention. The northern area at that time included little more

development than military posts at Vancouver and Nisqually, Hudson's Bay posts at the same places and a farm at Cowlitz Prairie; Catholic Missions at Vancouver, Cowlitz Prairie and Olympia; the beginning of towns at Steilacoom, Olympia, Tumwater, Vancouver and Monticello, with farms dotting the countryside at irregular intervals.

Travel was by canoe, on foot and occasionally by horse. Traveling, as one writer puts it, meant nights on the beach and nights in the woods, hunger, labor, exhaustion and possibly sickness. Thus the group of men who made difficult journeys and gathered at Cowlitz Landing, near Toledo, must have been very earnest in their desire to achieve territorial separation.

Among those participating were such famous men in our state's history as Seth Catlin, Jonathan Burbee, Robert Huntress, Edward Warbass, John Jackson, Simon Plamoddon, Joseph Borst, Michael Simmons, John Bradley, J. B. Chapman, Francis S. Balch and a number of others. Seth Catlin, known as "the sage of Monticello," was president, and A. M. Poe and F. S. Balch, secretaries. The convention lasted for two days. Committees were appointed on territorial government, districts and counties, rights and privileges of citizens, internal improvements and ways and means.

The committee on territorial government reported in favor of the creation of a territory north of the Columbia and the delegate from Oregon was requested to do all he could to secure action from Congress.

Chapman, Simmons and Balch were appointed as a committee of three to prepare a memorial and to push the project to a successful termination. The memorial drawn up at this meeting was forwarded to Gen. Joseph Lane, the Oregon Territorial delegate to Congress. It was referred to the committee on territories on Dec. 30, 1851. There, apparently, it was pigeonholed.

ANOTHER JULY 4TH

But the matter wasn't forgotten here in Oregon Territory. The Fourth of July rolled around again, and this time it was Daniel R. Bigelow who delivered a patriotic address at Olympia, and once again the

subject of territorial separation was presented to a sympathetic and appreciative audience.

Then in September of 1852, an important thing happened — a newspaper was established in Olympia, The Columbian. It carried the text of Bigelow's speech in its first issue, and editorially urged that a territorial convention be called immediately. There seems to be good reason to believe the newspaper was established for the purpose of promoting the territorial separation issue.

The district court was held at John Jackson's house on Cowlitz Prairie on Oct. 26 and 27. (A restoration of his house, now a part of the State Park system, is still often referred to as the Jackson Courthouse.) At that time the matter was discussed by those attending the sessions of the court. As a result, a call went out for another convention to be held at Monticello on Nov. 25, 1852.

(See SELECTION on Page 3)

At right is the text of the Monticello Memorial—drawn up and adopted by members of the convention which met at Monticello on Nov. 25, 1852—as printed in the Congressional Globe, that period's equivalent of the Congressional Record. The Memorial was read to the House by Joseph Lane, delegate from the Oregon Territory. He urged that his bill, introduced in December, 1851, separating the territory at the Columbia River, be approved. Note that the memorial calls for the new territory to be called "Columbia." In the debate that ensued, the suggestion was made that Washington would be a more appropriate name, honoring the first President. There were some objections because of possible confusion with the capital city and with numerous other counties and towns named Washington, but in the end the change was approved. No one spoke against the creation of the territory.

LONGVIEW PUBLIC LIBRARY
LONGVIEW, WASHINGTON

To the honorable the Senate and House of Representatives of the United States, in Congress assembled:

The memorial of the undersigned, delegates of the citizens of Northern Oregon, in convention assembled, respectfully represent to your honorable bodies that it is the earnest desire of your petitioners, and of said citizens, that all that portion of Oregon Territory lying north of the Columbia river and west of the great northern branch thereof, should be organized as a separate Territory, under the name and style of the "Territory of Columbia."

In support of the prayer of this memorial, your petitioners would respectfully urge the following among many other reasons, viz:

1. The present Territory of Oregon, containing an area of three hundred and forty-one thousand square miles, is entirely too large an extent of territory to be embraced within the limits of one State.
2. The said Territory possesses a sea coast of six hundred and fifty miles in extent; the country east of the Cascade Mountains is bound to that on the coast by the strongest ties of interest; and, inasmuch as your petitioners believe that the Territory must inevitably be divided at no very distant day, they are of opinion that it would be unjust that one State should possess so large a sea-board to the exclusion of that in the interior.
3. The territory embraced within the boundaries of the proposed "Territory of Columbia," containing an area of about thirty-two thousand square miles, is, in the opinion of your petitioners, about a fair and just medium of territorial extent to form one State.
4. The proposed "Territory of Columbia" presents natural resources capable of supporting a population at least as large as that of any State in the Union possessing an equal extent of territory.
5. Those portions of Oregon Territory lying respectively north and south of the Columbia river, must, from their geographical position, always rival each other in commercial advantages, and their respective citizens must, as they now are and always have been, be actuated by a spirit of opposition.
6. The southern part of Oregon Territory, having a majority of voters, have controlled the Territorial Legislature, and Northern Oregon has never received any benefit from the appropriations made by Congress for said Territory, which were subject to the disposition of said Legislature.
7. The seat of the Territorial Legislature is now situated, by the nearest practicable route, at a distance of five hundred miles from a large portion of the citizens of Northern Oregon.
8. A great part of the legislation suitable to the south is, for local reasons, opposed to the interests of the north, and inasmuch as the south has a majority of voters, and representatives are always bound to reflect the will of their constituents, your petitioners can entertain no reasonable hopes that their legislative wants will ever be properly regarded under the present organization.
9. Experience has, in the opinion of your petitioners, well established the principle, that in States having a moderate-sized territory the wants of the people are more easily made known to their representatives, there is less danger of a conflict between sectional interests, and more prompt and adequate legislation can always be obtained.

In conclusion, your petitioners would respectfully represent that Northern Oregon, with its great natural resources, presenting such unparalleled inducements to emigrants, and with its present large population constantly and rapidly increasing by immigration, is of sufficient importance, in a national point of view, to merit the fostering care of Congress, and its interests are so numerous and so entirely distinct in their character, as to demand the attention of a separate and independent Legislature.

Wherefore your petitioners humbly pray that your honorable bodies will, at an early day, pass a law organizing the district of country before described under a Territorial Government, to be named the "Territory of Columbia."

Done in convention assembled at the town of Monticello, Oregon Territory, this twenty-fifth day of November, A. D. 1852.

R. J. WHITE,
Secretary,
QUINCY A. BROOKS,
CHAS. S. HATHAWAY,
C. H. WINSLOW,
G. N. McCANAHAN,
President of the Convention,
JOHN R. JACKSON,
D. S. MAYNARD,
F. A. CLARKE,
[AND OTHERS.]

VF - Monticello Convention - cy 4

Longview Public Library
Longview, Washington

Monticello
Territorial Convention
copy 1

LONGVIEW DAILY NEWS

LONGVIEW, WASHINGTON, TUESDAY, NOVEMBER 25, 1952

EIGHT PAGES

WASHINGTON HAD ITS BEGINNINGS HERE ON COWLITZ 100 YEARS AGO

Historic Meeting Held At Monticello

By JOHN M. McCLELLAND JR.

Our state had its beginning a hundred years ago in the impatience and daring of a handful of hard-muscled young men and the few wives who had the courage to accompany them west.

Most of them were in their early 20's. They couldn't be older because none but the young would dare undertake the western adventure which had to begin with a four month trip by horse and wagon across scorching plains and icy mountain passes in defiance of generally unfriendly Indians, and which at best could end with a chance to claim a piece of raw ground that might in time be made to support a family.

The men who took the chances in this adventure and got away with it were the ones responsible for the Pacific Northwest being in the United States. Other parts of the nation were won in wars or bought and paid for. The Northwest alone became American by right of exploration and settlement.

The young pioneers brought the American flag to the Columbia River valley and they wasted no time arranging for the right to fly it. They were as impatient as they were rugged and the logs in their cabins weren't dried out before they were talking territorial government. The fact that the Indians hadn't by any means agreed that the white man could take over their land, or that the British government and the Hudson's Bay Co. weren't giving up the area without a struggle, bothered the buckskin wearing, rifle toting homesteaders very little if any. This was their country as of right then, they decided, and there was no use of the government delaying the official recognition they craved.

Home Made Government

As early as 1838 names of 36 immigrants were obtained on a petition asking Congress to declare Oregon a part of the United States. This appeal from the wild corner of the continent received little attention in the capital. The settlers in the Willamette Valley realized they couldn't wait for a slow moving Congress to act before setting up some system of law and order,

DEDICATION PROGRAM

4 p.m. November 25, 1952

UNVEILING AND DEDICATION OF PERMANENT
INTERPRETIVE MARKER ON SITE OF
MONTICELLO CONVENTION

Speakers: John Vanderzicht, director State Parks and Recreation Commission; George Plamondon of Olympia, grandson of Simon Plamondon, participant in both Cowlitz and Monticello conventions.

Unveiling by Mrs. Harry E. Brewster of Seattle, great granddaughter of Darby Huntington in whose home in Monticello the convention was held, and daughter of Mr. and Mrs. Jean Huntington.

6:30 p.m.

MONTICELLO CONVENTION CENTENNIAL DINNER

Hotel Monticello

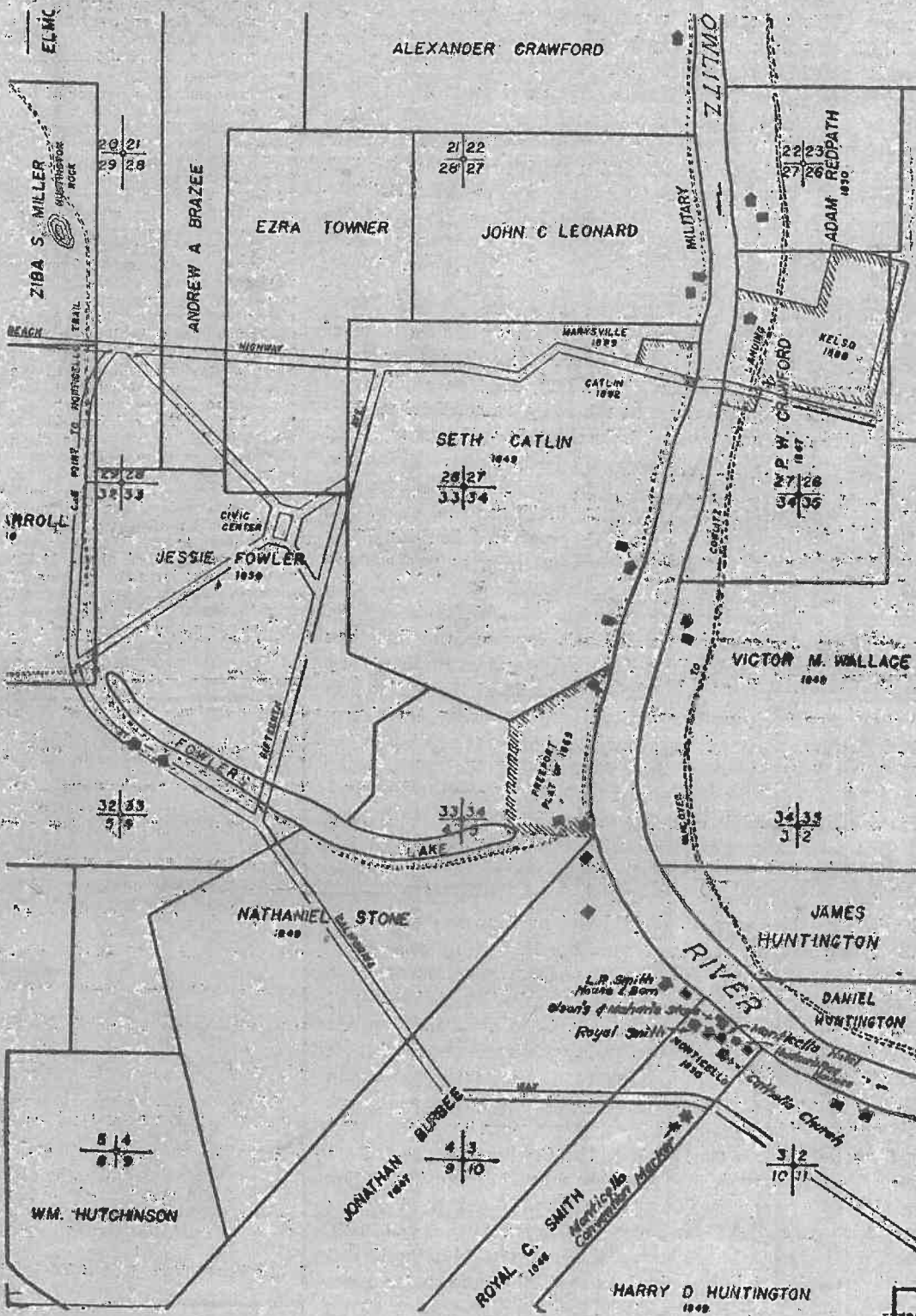
(Sponsored by Longview '23 Club and Cowlitz County
Historical Society)

'23 Club Election—Group singing—Presentation by families of descendants of convention participants—Responses by Mrs. Jesse Hillburger of Chehalis, president of the Simmons Clan; Mr. Charles H. Caflin of Vancouver, oldest living descendant of Seth Catlin—Address, "How Washington Came To Be" by Dr. Dorothy O. Johansen, associate professor of history; Reed College, Portland.

so that same year a court was created by the missionaries. Its jurisdiction was accepted by some, but not by others.

Next year Congress was petitioned again. Still no response. Then in 1841 something happened that forced action. Ewing Young, one of the wealthiest among the settlers, died. He left no known heirs. So the question arose, how to dispose of his property? To decide this a meeting was called for all the elements in the frontier community—American and British, both Protestant and Catholic. This group created homemade government. It included a supreme judge with probate power, justices

(Continued on next page)



Longview And Monticello

This map, prepared from old county records by County Engineer Claude Davolt, shows the location of the former town of Monticello in relation to present day Longview. Several main arterial streets are superimposed to show new locations in relation to old. Davolt has identified the little cluster of buildings which stood on the river bank in the mid-1850's, shortly after the Monticello convention was held. Also shown are the boundary lines of the original donation land claims, and the names of the pioneer settlers who obtained title to the property by filing a claim and settling on the land. Property for Longview was purchased in 1922 from descendants of many of the original settlers who took their claims in the late 1840's and early '50's. Note the location of the town plat of Freeport which succeeded Monticello as the center of trade and activity in the county.

Original Monticello Townsite Is Gone

The original town site of Monticello where the convention was held in 1852 was washed away by a severe flood in 1867. Thus the exact site of the convention is now covered by the waters of the Cowlitz and the dike a short distance above the Pacific Paperboard property. The site where the Monticello interpretive marker is located is probably within a hundred yards of the convention site.

The appearance of Cowlitz Landing near Toledo has similarly been changed by erosion of the bank of the Cowlitz. At Cowlitz Landing a blockhouse was constructed in the mid-1850's where the settlers could seek refuge against Indians on

the warpath. Other log structures also were located at Cowlitz Landing but there is no trace remaining of any of them.

Lincoln Offered Post In Oregon

When Oregon Territory was created in 1848, Abraham Lincoln was offered the position of governor but he declined. The position then was offered to General Joseph Lane and he accepted. Lane arrived in Oregon City on March 3, 1849, and issued the proclamation putting the first U.S. government in the Northwest in operation. It was four years later that Washington Territory was created. In the interim the counties of Pacific, Thurston, Jefferson, Pierce, King and Island were created north of the Columbia.

Sales Talk Lured Women To Coast

White women were particularly scarce in the new Territory of Washington. Charles Prosch, publisher of the Puget Sound Herald in Steilacoom wrote in 1859: "Here is the market to bring your charms to, girls. Don't be backward, but come right along — all who want good husbands and comfortable homes in the most beautiful country and the finest climate of the world."

Asa S. Mercer in 1861 became the first president of the territorial university. He went to New England to persuade girls, made orphans by the Civil War, to emigrate to Puget Sound. Of many who promised to come, only 11 sailed from New York in March, 1864. On a subsequent trip Mercer brought 300 women, widows and orphans of the war.

TEXT OF MONTICELLO CONVENTION MEMORIAL

Provisional Gov't.

(Continued from preceding page)

of the peace, constables and a clerk and recorder. Then a committee was appointed to draft a constitution.

Like a lot of voluntary community efforts, not much came of this until finally a general meeting was called at Champöeg on May 2, 1843. Then it was decided to create a provisional government. This government was strongly pro-American and the British, who were occupying Oregon jointly with the Americans under an odd treaty, wouldn't support it.

Two years went by and several thousand more new settlers arrived. Then in 1845 a really workable provisional government was established. George Abernethy was elected governor. This proved to be acceptable to the British as well as the U.S. citizens and it filled the needs of the people until the U.S. Territorial Government was established by Congress finally in 1848.

Racial Tolerance Issue

Wagon trains that brought the first among the founders of Washington arrived in 1844. The most conspicuous figure of the group was a tall, lean Kentuckian, long on qualities of natural leadership but short on schooling, named Michael Simmons. With him were Samuel B. Crockett, Jesse Ferguson, David



Kindred, James McAllister, Gabriel Jones and George W. Bush. All except Crockett and Ferguson had families. Their wagon train, as was customary, checked in at the then

center of activities in the new country, the Hudson's Bay Co. post at Fort Vancouver. The Hudson's Bay people at that time held hopes that the Columbia River might yet be the boundary line and they wanted no Americans north of the Willamette Valley, then fairly well populated by fast arriving Americans. The Simmons party was told that everybody was settling in the Willamette Valley where the soil was good, the only schools were located, and the chances for trade were improving rapidly. No one should think of going farther north.

This sales talk in behalf of the Willamette country didn't quite ring true to some in the Simmons group. They were suspicious. Furthermore, George Bush was a mulatto, though he had a white wife. Bush had the most means of any in the group and he had been generous in helping others. So, when it was learned that the provisional government, in a gesture of intolerance typical of the times, had enacted stringent laws against Negroes and mulattoes, the whole party agreed that if Bush couldn't settle south of the Columbia none of them would. They would stick by him. So, to the annoyance of the British fur traders, the party set up camp just outside Fort Vancouver and stayed there for nearly a year.

Simmons made a canoe trip to the Cowlitz River and did a little looking around. The country seemed promising. When good weather came in the spring he and others went all the way to Puget Sound. Upon returning Simmons convinced Bush, McAllister, Crockett and the rest that they should go north and settle even though they couldn't be sure they were on American soil.

Journeying from Fort Vancouver to Puget Sound via the Cowlitz Valley was as difficult as any part of the long haul over the plains since trail had to be broken much of the way through dense forest. In a wide clearing a few miles after they left the Cowlitz and headed north they found an Englishman, John R. Jackson, establishing a homestead. (The Jackson Courthouse, historic structure beside the present highway at Mary's Corner.) They also met two British officers getting the lay of the land for their government, but this didn't bother the Simmons party, who were no more above defying the British in 1845 than their fathers had been in 1776.

Simmons located at the southern tip of Puget Sound and called the town he started Newmarket, now Tumwater, adjacent to Olympia. Bush took out a claim on a nearby prairie which still bears his name. Incidentally the Oregon provisional legislature made a special dispensation for Bush and recognized his rights. And Congress eventually passed a special law granting him the regular 640-acre homestead right.

'State Of Columbia'

After the Simmons party set the precedent, others followed. The Oregon boundary question was settled in 1846, establishing American claim to all the Oregon country north to the 49th

(Continued on next page)

To the Honorable, the Senate and House of Representatives of the United States in Congress Assembled:

The memorial of the undersigned, delegates of the citizens of Northern Oregon, in Convention assembled, respectfully represent to your honorable bodies, that it is the earnest desire of your petitioners, and of the said citizens, that all the portion of Oregon Territory lying north of the Columbia River; and west of the great northern branch thereof, should be organized as a separate territory, under the name and style of the Territory of Columbia.

In support of the prayer of this Memorial, your petitioners would respectfully urge the following, among many other reasons:

First: That the present territory of Oregon contains an area of 341,000 square miles, and is entirely too large an extent of territory to be embraced within the limits of one state.

Second. That said territory possesses a seacoast of 650 miles in extent. The country east of the Cascade Mountains, is bound to that on the coast, by the strongest ties of interest, and inasmuch as your petitioners believe that the territory must inevitably be divided at no very distant day, they are of the opinion that it would be unjust, that one state should possess so large a seacoast, to the exclusion of that of the interior.

Third. The territory embraced within the boundaries of the proposed Territory of Columbia, containing an area of about 32,000 square miles is in the opinion of your petitioners, about a fair and just medium of territory extent to form one state.

Fourth. The proposed Territory of Columbia presents natural re-

sources, capable of supporting a population at least as large as that of any state in the Union, possessing an equal extent of territory.

Fifth. Those portions of Oregon Territory lying respectively north and south of the Columbia River, must from their geographical position, always rival each other in commercial advantages, and their respective citizens must, as they now are, and always have been, be actuated by spirit of opposition.

Sixth. The southern part of Oregon territory having a majority of voters, have controlled the Territorial Legislature, and Northern Oregon has never received any benefit from the appropriations made by Congress for said territory, which were subject to the disposition of said Legislature.

Seventh. The seat of the Territorial Legislature is now situated, by the nearest practicable route at a distance of four hundred miles from a large portion of the citizens of Northern Oregon.

Eighth. A great part of the legislation suitable to the south is, for local reasons, opposed to the interests of the north, inasmuch as the south has a majority of votes, and representatives are always bound to elect the will of their constituents, your petitioners can entertain no reasonable hopes that their legislative wants will ever be properly regarded under the present organization.

Ninth. Experience has, in the opinion of your petitioners, well established the principle that in states having a moderate sized territory, the wants of the people are more easily made known to their representatives; there is less danger of a conflict between sectional interests, and more

prompt and adequate legislation can always be obtained.

In conclusion your petitioners would respectfully represent that Northern Oregon, with its great natural resources, presenting such unparalleled inducements to immigrants, and with its present large population, constantly and rapidly increasing by immigration, is of sufficient importance, in a national point of view, to merit the fostering care of Congress, and its interests are so numerous, and so entirely distinct in their character, as to demand the attention of a separate and independent legislature.

Wherefore your petitioners pray that you honorable bodies will at an early day pass a law, organizing the district of country above described under a Territorial Government to be named the "Territory of Columbia."

Done in convention assembled at the town of Monticello, Oregon Territory, this 25th day of November A. D. 1852.

R. V. White, secretary
G. N. McConaha,

President of convention.

C. S. Hathaway, A. Cook, A. E. Scott, William N. Bell, L. M. Collins, N. Stone, C. H. Hale, E. J. Allen, J. R. Jackson, A. Wylie, B. C. Armstrong, S. S. Ford Sr., W. A. L. McCorkle, N. Ostrander, E. L. Ferrick, H. Miles, Q. A. Brooks, E. H. Winslow, A. A. Denny, G. B. Roberts, F. A. Clarke, J. N. Low, A. J. Simmons, M. T. Simmons, L. B. Hastings, Seth Catlin, S. Plamondon, G. Drew, J. Fowler, A. Crawford, P. W. Crawford, L. L. Davis, S. D. Ruddell, A. S. Dillenbaugh, D. S. Maynard, William Plumb, C. C. Terry, H. A. Goldsborough, H. C. Wilson, H. D. Huntington, C. E. Porter, S. P. Moses.

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Monticello Delegates Sang 'Ben Bolt,' '51 Population 1,000 Played Mumble Peg Night Of Convention

(Continued from preceding page)

The importance of the Cowlitz and Monticello conventions seemed to have escaped those who participated in them. Peter Crawford barely mentions the Monticello meeting in his extensive writings. None of the others, with one known exception, left any written record of the events. This may have been because they knew the newspapers of the time were carrying reports on the proceedings.

The one exception was Col. Edward J. Allen, later famed, as the Cascade roadbuilder, whose account is found in the following passage from Clinton Snowden's "History of Washington":

Colonel Edward J. Allen's account well describes the temper of the settlers at that time, the lightness with which they endured the hardships and privations which they were compelled to encounter, and the readiness with which they turned from matters of serious import, when their part in them had been concluded, to things of less concern.

He had only recently arrived in the territory, having crossed the plains that year. After reaching Portland he had worked, for a time, at cutting logs for the saw mills, and had left his oxen, of which he had two or three teams, near Fort Vancouver. Having replenished his purse, he concluded to examine the Sound country, of which he had heard many favorable reports since his

arrival, particularly from Governor Gaines, to whom he had brought letters of introduction.

So after several weeks of hard labor, he started northward. His cattle were hunted up and collected with some difficulty. The rainy season had begun, and he was drenched to the skin from early morning until late at night. When it was not raining he was kept as wet by the long grass and dripping bushes, through which he was obliged to search for his cattle, as if he had been in the midst of a continual down-pour. But the oxen were found at last, and with the help of an Indian boy, he started northward. The rain continued to fall incessantly, and after reaching the Cowlitz, he was compelled to ford it many times. But then he was a healthy youth of 22, and already well seasoned, to exposure by his long trip across the plains. Like most other people he found the rain far preferable to snow and the severer winter weather to which he had been accustomed, and he found traveling by day in his drenched garments, and sleeping in them at night, under the hospitable shelter of a young fir or cedar tree, but a trifling discomfort. "One can sleep," he says, "if previous conditions demand it, even if wet through, and with the rain still beating down on you, but not if it is beating in your face. Take my word for it and waste no time

experimenting, but spread your slouch hat to its fullest, and with a deft use of twigs, platform it over your countenance and sleep like an infant."

He had been several days on the trail, and had reached Warbassport, when he met Quincy A. Brooks with whom he had been acquainted in Pittsburgh. By him he was introduced to some other delegates who were then on their way to the convention at Monticello. After a short acquaintance some of them invited him to return with them, and take part in the proceedings. He demurred at first, because he had only just arrived in the territory and really represented no constituency. "But they assured me," he says, "that my tenure was as good as some of theirs," and he was easily persuaded. He went back to Monticello with the party, and took such an active part in the proceedings that he was made one of the committee that drafted the memorial.

"Monticello did not offer much in the way of hotel accommodations," says Mr. Allen, "and the delegates quartered themselves as they best could. As everyone brought his own blanket, going to bed meant simply finding a dry place big enough to spread it on. Some fifteen or more of us found happy lodgment in an attic, where we camped down

(Continued On Next Page)

Parallel. Peter Crawford filed the first claim on the Cowlitz in 1847. Then came the other Cowlitz pioneers. These people opened up the country and made it known.

The Oregon legislature wasted no time in establishing counties in the northern area to embrace the rapidly settling area into the territorial government. By 1851 there were a thousand people living north of the Columbia. And that was a lot for such a remote and new part of the West a hundred years ago.

The young pioneers realized they had settled in great country and were visionary enough to foresee the region's destiny. While they struggled to clear land, plant crops, build houses and raise stock, their thoughts and discussions often turned to government.

At the very outset it was apparent that having the seat of territorial government far down in the Willamette Valley was unsatisfactory to the residents of northern Oregon. It was too far to go to transact official business. Travel was too slow and

arduous and expensive. Furthermore, "southern Oregon" was most populous and would certainly dominate all the affairs of the territory. The northern Oregon settlers felt



isolated and neglected almost from the start. Best by far would be separate governments and no one quarreled about where the border should be. The Columbia was the natural dividing line.

Such was the sentiment in the infant town of Olympia, adjacent to Simmons' Newmarket, when, on July 4, 1851, John B. Chapman delivered the kind of patriotic oration that every proper American community of that time considered essential to do justice to the occasion. In that speech Chapman was inspired to refer to the "future state of Columbia." This was the cause of a meeting being held almost immediately. This was an impromptu gathering at which little could be done, but before adjourning it was agreed to meet again on the following Aug. 29 on the Cowlitz for a convention "to be composed of representatives from all of the election precincts north of the Columbia to take into careful consideration the present peculiar position of the northern portion of the territory, its wants, the best method of supplying these wants and the propriety of an early appeal to Congress for a division of the territory."

Meet At Cowlitz Landing

The route north in the early days was up the Cowlitz by canoe from the settlement named Monticello, at the mouth of the river, to the place where the Cowlitz bends eastward. Here travelers landed and proceeded afoot or horseback past Jackson's place and on to Olympia. Where trail and water met was called simply Cowlitz, or Cowlitz Landing. (Just below Toledo.)

Since Cowlitz was a midpoint between the settlements on the lower Cowlitz and those on Puget Sound it was a natural place for a meeting. Getting there wasn't easy. There was no public transportation of any kind, of course, no roads and, that early, no steamboats. With no hotels overnight accommodations for those attending the convention consisted of a saddle blanket on fir boughs unless a friendly settler would invite a weary traveler in under his roof. Located as he was, Jackson didn't get lonely.

But came the day and a good crowd was on hand at the Cowlitz. The delegates were: Thomas M. Chambers, Seth Catlin, Jonathan Burbee, Robert Huntress, Edward D. Warbass, John R. Jackson, William L. Fraser, Simon Plamondon, S. S. Saunders, A. B. Dillenbaugh, Marcel Bernier, Sidney S. Ford, James Cochran, Joseph Borst, Michael T. Simmons,



Clanrick Crosby, Joseph Broshears, Andrew J. Simmons, A. M. Poe, David S. Maynard, Daniel F. Brownfield, John Bradley, J. B. Chapman, H. C. Wilson, John Edgar and Francis S. Balch.

Here one of the great names of the lower Cowlitz enters the picture—Seth Catlin. A native of Pittsfield, Mass., he came to Oregon from Illinois in 1848. Like Simmons he was a natural leader and was highly respected. Admiring fellow citizens called him "the sage of Monticello." Catlin was elected president of the Cowlitz Convention. A. M. Poe and F. S. Balch were named secretaries.

This meeting lasted two days. Reports were prepared by committees on territorial government, districts and counties, rights and privileges of citizens, internal improvements and ways and means. Chapman, Simmons and Balch were appointed to prepare a memorial to Congress requesting the formation of a separate territory.

Other business with which the convention concerned itself included the need for constructing a plank road from "some point on Puget Sound to the Columbia River near the mouth

(Continued on next page)

PIONEERS

"Those who go before, to prepare a way for others to follow" . . . (Webster).

We at Backeberg's feel a strong sense of kinship with those sturdy folk who made history at the Monticello Convention, for we too have had a taste of pioneering. It's a mixture of humbleness and pride, to be part of the nucleus of a city, to grow with the town and the country surrounding. But one fact we wish to emphasize: even growing pains can be pleasurable in the company we've kept in our 29 years here!

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Plank Road Asked

(Continued from preceding page)

of the Cowlitz River"; granting the right to vote to all male citizens over the age of 18; (an amendment was proposed to except "Negroes and Indians" but this amendment subsequently lost by a vote of 14 to 7, a remarkable example of early day racial tolerance); the opening of a territorial road from Puget Sound to Walla Walla, for which an appropriation for \$100,000 was sought from Congress, and the establishment of new boundaries for counties.

Few People, Big Ideas

Dr. Maynard wasn't content with the idea of a mere territory. He proposed that another meeting be held the following May for the purpose of drawing up a constitution and asking admission as a state. Put in the form of a resolution, this idea was unanimously adopted.

The extent of the daring and impatience of Washington's founding fathers in their youth can be judged when it is considered that the problem of getting separated from southern Oregon had not yet been solved, and that the whole area had no more population than a good sized country town. Southern Oregon was about eight times larger and hadn't yet begun to hope seriously for statehood. Actually, when the territory was admitted as a state 38 years later, in 1889, the population was 300,000 as against 1,500 when admission was first asked in '51.

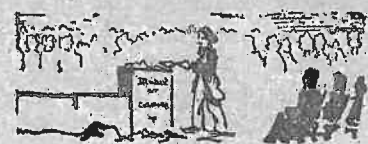
Back in their homes the ambitious settlers came down to earth and realized, as more than one must have remarked, that one had to learn to walk before he could run and forgot about statehood. The May meeting was never held.

July Fourth Oratory

Nearly a year went by and nothing was heard from Washington, D.C., where the Cowlitz Landing Memorial had been sent. Then, on the Fourth of July there was another oration, this time by Daniel R. Bigelow. He was lengthy and eloquent and he struck a responsive chord as Chapman had with words that renewed old desires for a government of their own north of the Columbia.

Next month journalism came to the would-be territory. The first issue of The Columbian appeared on Sept. 11 and it carried Bigelow's address in full.

The late Edmond S. Meany, noted Northwest historian, wrote: "In the third issue (of The Columbian), Sept. 25, there appeared an article 'To the Residents of Northern Oregon,' signed 'Elis,'



advocating that, at the meeting to be held at the home of John R. Jackson on Oct. 25, arrangements should be made for the election of delegates to a convention to be held at

Monticello. In the fifth, sixth and seventh issues there were printed editorials advocating the proposed new territory. In the ninth issue, Nov. 6, there was an editorial article headed: 'Prepare! Prepare!' and giving a full account of the meeting at John R. Jackson's home on Oct. 27 and calling a convention to be held at Monticello on 'the last Thursday of November.' In following up this start, The Columbian published urgent editorials under such headings as "Turn Out! Turn Out!" and "Rally! Rally!" In the thirteenth issue, Dec. 4, there appears a full account of the Monticello Convention."

Monticello On Cowlitz

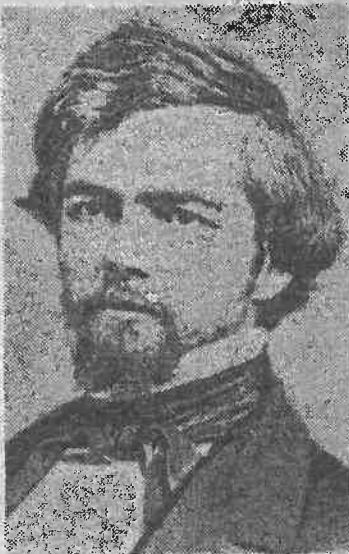
Among those who took advantage of the government's offer of free land for those who would farm it were the homesteaders who brought civilization to what is now Cowlitz County. Peter Crawford came exploring first in '47 and took up a claim on the east bank. Part of Kelso, which he founded, lies on his claim. Among others who settled in the flat area that is now Longview and Kelso were H. D. Huntington and his brothers, Nathaniel Stone, Catlin, Jesse Fowler, Orlando George, Victor Wallace, William McCorkle, Thomas Roe, Royal C. Smith and Cruimline La Du.

On Royal Smith's donation claim, where it touched the waters of the Cowlitz, a little town was laid out and it was called Monticello. Crawford in his writings claims the name came from a small mountain out in the valley which had been named Monticello (Italian for "little mountain"), later corrupted by frequent indistinct pronunciations into Mount Solo.

But descendants of the settlers swear the name originated with Uncle Darby Huntington, who remembered a Monticello in his native Indiana.

Huntington was the dominant figure in the little community

(Continued on next page)



FIRST GOVERNOR—When Congress created Washington territory in 1853 the position of governor was given to young (34) Major Isaac Ingalls Stevens. In fact he was given three responsible assignments: governor, direction of a survey for a northern Pacific railroad route, and negotiation of treaties with the Indian tribes of the Northwest. Stevens, a small man, only a little more than 5 feet tall, performed all three tasks well. He made the survey, which established the route of the present day Northern Pacific Railroad, established government in Washington and negotiated 10 Indian treaties, all still in effect. Stevens left the Northwest to return to the Army when the Civil War broke out and lost his life at the age of 44 fighting for the Union.

Pioneers Managed To Mix Fun With Serious Business

(Continued From Preceding Page)

miscellaneous on the floor. Smoking was objectionable to no one; possibly some of the more provident had a flask or two that was not kept selfishly for their own use. There was no disposition to go suddenly to the land of dreams, and if any felt so inclined he was reminded it was not in good form, and jest and song and story filled up the genial hours.

"Long after midnight the entertainment began to flag somewhat; then some of the delegates boisterously maintained that I had done little toward the entertainment, and, being a tenderfoot, bught to make good in some way. They were nearly all middle-aged men, or seemed to me to be such, and as they had told stories from their own experiences that I had no match for, I was glad to compromise on a song. As the mood of the party had become reminiscent I thought nothing could be more appropriate than to once more test the memory of Mr. Benjamin Bolt. Something in the air and the memories it recalled gave me voice, and I sang it with a vim that met a cordial response, and caused two of the delegates to rise up from their blankets, and shake hands across their intervening companions, with a fervency that I cannot describe. Then they demanded additional verses, or such repetitions as might be ventured, only so I kept the air. I think after the 'motif' was defined, the words did not matter much. The air con-

veyed certain meanings to them, and they joined in at times with a volume of sound, that increased the general hilarity of the occasion.

"This incident gave a new turn to affairs, and an exciting discussion sprang up between two of the most sedate members of the party, respecting a particular feature in the ancient game of 'numble-peg,' to settle which they simultaneously jumped out of bed; accoutered as they were, to decide it by going through the game 'regular.' At it they went, the jackknife flying around the room during the performance, now projected from tip of nose, top of head, chin, all in regular orthodox fashion; correcting each other's mistakes with all the enthusiasm of boys, while we raised on our elbows, and watched the progress of the game with intense delight, shouting approbation for each scientific and skillful throw."

So it was that these men who had now laid the foundation of a state could turn to lighter things, and for the time be boys again. They were familiar with privation and exposure, and with the severest trials. They were accustomed to be prepared to meet sudden and unforeseen danger. They were ready at all times to face the gravest responsibilities, and yet when the business that was in hand was done, the long years that had intervened since boyhood, and all the hardships and trials they had brought with them, faded away and became as though they had not been.

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Site Of Cowlitz Landing Less than a mile down stream on the Cowlitz from Toledo, on the west bank, is the site of Cowlitz Landing where the first territorial convention was held in 1851. In this picture Lew Frey, a long time resident of Toledo, stands on the spot where countless canoes, dugouts and boats landed over a period of many years, transferring passengers and cargo to horses and wagons to continue the journey north to Puget Sound. Frey remembers, as a boy, seeing the remnants of a blockhouse built at the Landing for protection of the settlers against the Indian uprisings of the mid-1850's.

New Enthusiasm

(Continued from preceding page)

whose chief reason for existence had to do with the transportation on the Cowlitz. Monticello, like Cowlitz Landing, was a transfer point. Here a traveler could find a bed, a meal and a glass of something to warm him after exposure to the cold Cowlitz rains, although Uncle Darby, it must be noted, was an ardent dry.

Such was Monticello, a few buildings on the river bank, in 1852. It was chosen as the meeting place of that year for reasons that had to do with good politics. Enthusiasm for separation of the territory increased in direct proportion to the distance from Oregon City. Hence the Puget Sounders were the most ardent supporters of the movement. Those on the lower Cowlitz weren't expected to be as eager for separation since they were closer to the existing seat of government. So, to assure their attendance the convention was held in their town—in fact right in and around Uncle Darby's house.

Delegates Meet Again

Anybody who could or would come was welcome at the Monticello Convention. Numbers was the one thing the would-be territory most lacked. Edward Allen was driving some cattle north and at Cowlitz Landing a group of those on their way to Monticello talked him into leaving his cattle and retracing his steps so he could go to the convention.

Eight delegates came from a new place that hadn't existed when the meeting was held the year previous. That was Seattle.

George McConaha, one of the Seattle delegates, was newly arrived in the Northwest but he was as enthused as any about territorial separation. He led off the meeting with a speech which was impressive enough to result in his being selected chairman of the convention. R. V. White, also of Seattle, was made secretary and then a committee of 13 was chosen to draft the memorial. (The members of the committee were: Brooks, Maynard, Plumb, Cook, Jackson, Finch, Scott, Clarke, Hathaway, Allen, Winslow, Catlin and N. Stone.)

Historian Clinton A. Snowden commented: "This committee performed its work and with rare discretion and sound judgment. Like another and far more famous committee, to which

a work of similar kind had been entrusted, they looked upon the occasion as one in which a decent respect for the opinions of mankind required that they should declare the

causes which impelled them to ask for separation, and submit facts to candid minds. The facts which they submitted were nine in number, and they were stated in temperate but forceful language, the whole concluding with a prayer that Congress would, at an early day, pass a law organizing the district or country north of the Columbia and west of its great northern branch, under a territorial government, to be named 'the territory of Columbia.' "

Another new place even farther north was represented — Port Townsend. Altogether there were 44 delegates.

The complete list of those present was: George N. McConaha, R. J. White, William N. Bell, Luther M. Collins, Arthur A. Denny, Charles C. Terry, David S. Maynard, John N. Low, C. S. Hathaway, A. Cook, Nat. Stone, Calvin H. Hale, Edward J. Allen, John R. Jackson, Fred A. Clarke, A. Wylie, Andrew J. Simmons, Michael T. Simmons, Loren B. Hastings, B. C. Armstrong, Sidney S. Ford, W. A. L. McCorkle, Nat. Ostrander, E. L. Ferrick, Quincy A. Brooks, Henry Miles, E. H. Winslow, G. B. Roberts, L. A. David, S. D. Ruddell, A. B. Dillenbaugh, William Plumb, Seth Catlin, Simon Plamondon, G. Drew, H. A. Goldsborough, H. C. Wilson, Jesse Fowler, H. D. Huntington, A. Crawford, C. F. Porter, Simpson P. Moses, A. F. Scott and Peter W. Crawford.

All that was asked was 32,000 of the 340,000 square miles then comprising Oregon. The boundaries would be the Columbia River on the south and east, the 49th Parallel on the north and the Pacific Ocean on the west.

All present signed the memorial and it was dispatched, like the one drawn up at Cowlitz, to Joseph Lane, Oregon territorial delegate in Congress.

Selling Idea To Congress

The Cowlitz Convention Memorial, drawn up in 1851, in due time reached Joseph Lane, Oregon territorial delegate to Congress, and was filed by him with the Committee on Territories as early as Dec. 30, 1851, but it wasn't until Dec. 6, 1852, that he got around to introducing a resolution in Congress calling for the establishment of the Territory of Columbia.

This was only 11 days after the Monticello Convention and so it is obvious that he was not prompted by the action of that

(Continued on next page)



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Lane Wins Debate

(Continued from preceding page)

gathering because he had not yet heard of it. The mail across the continent then was a slow moving process.

Lane's resolution had hard going. Not until Feb. 8, 1852, did the committee report the bill out to the floor of the House for debate. By that time Lane had received the Monticello Memorial and was ready to put up a fight for the proposed new territory. Rep. Jones of Tennessee moved to lay aside the bill, saying the population was not great enough to justify two territories in Oregon. Lane then made a long and earnest speech in behalf of the bill. This was before Jones' motion was voted on. Jones had withdrawn his motion before Lane spoke but was misunderstood by the chair. He then said, "I will not renew the motion to lay aside the bill with the recommendation that it do not pass as the gentleman from Oregon has been heard on the subject . . ."

During the course of his speech Lane gave the Monticello Memorial to the Clerk of the House and it was read.

Rep. Richard Stanton of Kentucky moved to amend the bill by changing the name from Columbia to Washington as an honor for the "Father of his country."

Lane consented to this, although Rep. Evans, on Feb. 10, when discussion was renewed, said: "I wish to say . . . that I would rejoice to see a state of union called after George Washington, but as the capital of the nation, a great number of counties and a large number of towns in the Union bear the name, we will have endless difficulties in the transmission of correspondence, and I think it far more proper to avoid the difficulties of geographical nomenclature by giving to this territory some one of the beautiful Indian names which prevail in that part of the country."

The House didn't agree, however, and then passed the resolution creating the territory, naming it Washington, and it was subsequently approved in the Senate.

The bill was signed by outgoing President Millard Fillmore on March 2, 1853.

Long weeks later when the good news reached Olympia, the Columbian was exultant. In the issue of May 7, 1853, the editor wrote:

"The recent enactment of the law to establish the 'Territory of Washington' has given a new, gallant, dashing, sparkling and ponderous momentum to the march and swagger of 'progress' hereabouts. During our poor dependency upon the cold charities of Oregon, we crept as . . . infants creep . . . now we have become 'a people' within ourselves . . . 'Progress' is our watchword . . . we have two steam and three water power sawmills, one lath and one flouring mill. We have a semi-monthly mail communication with the States, a weekly with Oregon, a line of sailboats between the head and the mouth of Admiralty Inlet, and a military express between Olympia and Fort Steilacoom via Fort Nisqually . . . Verily! our affairs are wonderously and advantageously changed."

Such was the beginning of Washington Territory.

Stevens Was First Cowlitz Created

The first officers of Washington Territory, nominated by President Pierce were: Major Isaac I. Stevens of Massachusetts, governor; J. Patton Anderson of Mississippi, U.S. marshal; Edward Lander of Indiana, chief justice, and John R. Miller of Ohio and Victor Monroe of Kentucky, associate justices; J. C. Clendenin of Louisiana, district attorney and Major Farquarson of Texas, secretary. The latter did not accept the appointment and Charles H. Mason of Rhode Island was named.

Early Day Deficit

The settlers on the north bank of the Columbia near its mouth and on the shores of Willapa Bay were among the first to feel the need of a county organization. Pacific County was organized by act of the Oregon Legislature Feb. 4, 1851. In the year July 7, 1851, to July 5, 1852, John R. Jackson collected \$2,135.15 in county taxes but the expenses of the county were \$2,335.35, giving the residents of this area a taste of public indebtedness very early.

FIRST COWLITZ CLAIM

Peter Crawford, who founded the city of Kelso, filed the first land claim in Cowlitz County. His claim was placed on record in 1847.

The Territorial Legislature in its first session created a number of new counties, among them Cowlitz County which was set off from the southeastern side of Lewis County and the northern part of Clark County. A few days later Wahkiakum County was set off from the eastern part of Pacific and the western part of Cowlitz County.

Average Age 28

The average age of the first Territorial Legislature which met on Feb. 27, 1854, was only 28. Ten were farmers, seven lawyers, four mechanics, two merchants, two lumbermen, one civil engineer and one surveyor. They met on the second floor of a plain two-story frame building fronting the bay in Olympia. The first floor was a general store.

Mail Was Slow

Mail in 1850 was transported to Panama, across the isthmus and up to California in steam vessels. It was then sent up the coast in sailing ships as often as once a month. These ships delivered the mail to Portland and then it was delivered to Puget Sound via canoe and horseback down the Columbia, up the Cowlitz and overland to Olympia.

Many Descendants Of Men Who Signed Historic Memorial Have Been Located

Where are the descendants of the hardy men who laid the foundations of Washington through action at the territorial conventions?

Mrs. Jean Huntington of Olequa, whose husband is one of the descendants, has been conducting a search by mail and through newspapers in various parts of the state, preparing a list to whom invitations were sent for the Monticello centennial program.

Following is her report on descendants of various men whose names appear on the Monticello Memorial:

C. S. Hathaway

Mrs. Eva King Burgett, treasurer of Clark County, wrote that her 86-year-old uncle, A. O. Hathaway, is sure that the C. S. Hathaway listed as a signer is actually his father, J. S. Hathaway, who crossed the plains in 1852 and took a donation land claim in the Ridgefield area and later moved to Clark County.

William N. Bell

A letter was received from Mrs. Allison T. Wanamaker of Seattle, a descendant of Bell. Her parents were friends of R. A. Long and were present when Hotel Monticello was opened. Descendants she listed are: A. Coffman, Mrs. C. E. Patten, Mrs. J. Healy, Mrs. Alvin Linne, Lewis Dawson, George Reynolds, Mrs. Lyman Banks, Mrs. J. Foulks, Mrs. R. McLaughlin, all of Seattle; Baily Reynolds of Spokane and Temple Wanamaker of Washington, D.C.

Seth Catlin and Nathaniel Ostrander

Seth Catlin's son, Charles, married Dr. Nathaniel Ostrander's daughter, Theresa. Among their many descendants who live in Oregon are Robert Seth Foster and Catlin Wolford of Portland; and James Wolford of Oswego. Numbering among the many descendants of Seth Cat-

lin are Mrs. Erwin Miller of Longview, Fred Catlin of Kelso, James Catlin, now of Yakima and Mrs. Byrdene Dunham of Seattle. Another descendant of the pioneer doctor, Nathaniel Ostrander, is a great granddaughter, Mrs. Don Preston of Seattle.

Calvin H. Hale

Charles Case of Seattle wrote, "My step-father was Calvin H. Hale who was Indian agent for Washington Territory. I noted your appeal in the Seattle Times. I do not know if I can be of any help to you as he passed away before I was born. However I have his land grant papers and his assignment as Indian agent in my possession."

B. C. Armstrong

Mrs. Eliza Persson of Renton wrote about her grandfather, B. C. Armstrong, as follows: "Grandfather had three children, Charles, Julia and my father, Benjamin, who was the only one to marry. We are quite a large family scattered from Alaska to California. However I have two sisters in Washington and we would like to attend your celebration."

S. Ruddell and F. A. Clark

Stephen Ruddell, who lived near Monticello a hundred years ago, has a great grandson, Riley B. Wenzell of Snoqualmie. Mrs. Paul Mitten of Longview is a granddaughter of F. A. Clark.

A. J. Fowler

Among local residents who are descendants of A. J. Fowler are Gilbert Fowler of Longview and Mrs. Kathleen Walker and Mrs. Walter Schraeder of Kelso. Mrs. F. Fanning of Vancouver wrote that she had three sons who were descended from Maggie Fowler who was their grandmother and used to play in Lake Fowler, now known as Lake Sacajawea.

L. B. Hastings

From Port Townsend came a

letter from Mrs. C. H. Hilton. She wrote: "My father, Oregon C. Hastings, was the eldest son of L. B. Hastings. There were eight children, all gone now for some years. There were five grandchildren (of whom I am the oldest) and five great grandchildren and numerous great great grandchildren." Mrs. Hilton wrote that Signer Quincy Brooks had been known to her family and it was doubtful if he had any living descendants.

Peter and Alexander Crawford, Brothers

We were able to locate four descendants of Peter Crawford. None could be found when the new bridge over the Cowlitz was named in his honor. A descendant of his brother, Alexander Crawford, was called upon to cut the ribbon, Miss Elizabeth Yates of Vancouver. Other descendants of A. Crawford are Donald V. Harder, James Harder, and Robert Crawford Harder of Portland. Mr. Bert Harder of Hillsboro and William R. Millholler of Albany, Ore.

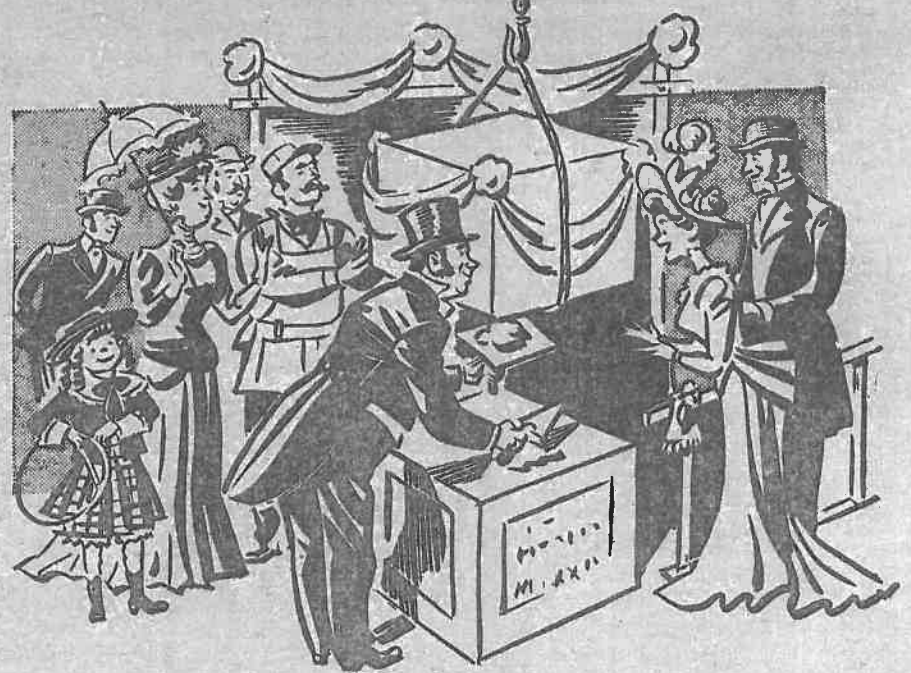
The descendants of Peter Crawford live in the East. They are William E. Crawford, Albert H. Crawford, Mrs. Viola Crawford Gephart, and Mrs. Zillah Crawford Glen.

Michael and A. J. Simmons, Brothers

The names of 15 descendant of Michael Simmons were sent by his granddaughter, Mrs. Jesse Hillburger of Chehalis. Miss Hillburger of Chehalis. Michael Simmons was the first American to settle in western Washington. Invitations went out to Mr. Dave Simmons, Mrs. Irene Osborn, Mrs. Anna Ellison, Mrs. Susie Huston and Za Zi Simmons of Mud Bay Rt., Olympia. A hundred years ago their grandfather named the same place, Newmarket. It was also

(Continued On Next Page)

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a city . . . and we feel strongly that your acceptance of our firm is based solidly on the confidence that only cheerful, friendly, willing service can bring to any business!

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Fate Of Original Copy Of Memorial Still A Mystery

A long but so far fruitless search has been made for the original Monticello Convention Memorial.

This was the handwritten document drawn up by the delegates to the convention at Monticello on Nov. 25, 1852, which was forwarded to Joseph Lane, Oregon territorial delegate in Congress. The message was read aloud during debate on the Washington Territorial bill, and the text of the memorial appeared in the Congressional Globe, predecessor of the Congressional Record.

What happened to the handwritten original copy remains a mystery. As early as 1915 Congressman Albert Johnson of this area instituted a search of official records in Washington, D.C., in an effort to locate this and other documents pertaining to the establishment of Washington Territory. The Monticello Memorial did not turn up.

In recent years The Daily News

has renewed the search. The National Archives in Washington, D.C., has been consulted and a thorough search made. Inquiries have been made at the Library of Congress.

On the chance that Lane may have gotten the original copy back and passed it on with his papers, inquiries were made of various places where Lane's papers are preserved. These included the Oregon Historical Society and the library at the University of Indiana.

Last year the University of Washington had all the documents pertaining to Washington Territory in the National Archives microfilmed. This microfilm has not yet been thoroughly examined and there is some possibility that the document will be found there. The territorial papers could not be examined at the National Archives last spring because they had been moved to another location for safe keeping from possible enemy attack.

DESCENDANTS LISTED

(Continued From Preceding Page)

learned from Mrs. Hillburger that there are no known descendants of her great uncle, A. J. Simmons.

S. S. Ford

Mrs. Hilda Dufour of Centralia is among the known descendants of S. S. Ford. Others are D. Hall and Lloyd Hall of Elma, Mrs. Edna Taggart of Olympia, Mrs. Pearl Starling of Pacific Beach, and Mrs. Madge Bissel of Centralia.

John R. Jackson

John R. Jackson, of Jackson Courthouse fame will be represented by a granddaughter, Miss Anna Koontz and Mrs. George Beireis, both of Chehalis. Miss Jessie Koontz of Seattle was also invited. If Signer Jackson had not been a Britisher, he might have been the one honored as Washington's First Citizen, as he came to the Highlands a short time before the arrival of Michael Simmons, the American, in 1845. Jackson was a delegate to both conventions.

A. A. Denny and C. C. Terry

Among the members of the Sound delegation were A. A. Denny and C. C. Terry. Descendants located for the former are Mrs. Roberta Fry Watt, author of "Four Wagons West," Mrs. Percy Bamford, Mrs. Florence Hellicker, and Mrs. Virgil Bouge, all of Seattle. Descendants invited for C. C. Terry are Mrs. Margaret Terry McChesney, Mr. Howard Terry Lewis and Mrs. E. W. Rudow, all from the Sound, and Mrs. A. P. Nute of Portland. Seven out of the eight still live where their grandfathers lived a hundred years ago.

W. A. L. McCorkle

The descendants of the Sound Country signers haven't stuck to home any more than the Cowlitz signer's descendants, for descendants of the Fowlers, Catlins, Huntingtons and McCorkles can be met any day in the week in Cowlitz County. Invited for W. A. L. McCorkle are Mrs. H. E. Slaughter, Mr. Howard McCorkle, Dr. Harold McCorkle, Mr. Saville McCorkle of Lexington, Mr. Marcus McCorkle and Mr. Alfred McCorkle Jr., of Raymond and Miss Mae McCorkle and Mrs. J. Kidder of Seattle, and Mrs. D. Plamm of Portland, included also was Mrs. A. Waseca of Spokane. Members of the family still retain the old home-site which their ancestor occupied a hundred years ago.

Simon Plamondon

Perhaps the most interesting of all the signers was Simon Plamondon, of Cowlitz Prairie. Sometimes described as a voyageur, he was sent by John McLaughlin as early as 1816 to the region known as the Hudson's Bay Cowlitz Farm. He was the first white man to traverse the little known Cowlitz Pass. He was thrice married and reared three fine families whose descendants have distinguished themselves as able citizens. Among the descendants are George E. Plamondon, Norbert J. Plamondon, and Mrs. Michael Lee of Olympia; Paul Plamondon and Robert Peterson of Longview; Dr. Ralph Plamondon of Astoria; Attorney John Sarault of Chehalis; Mrs. M. E. Holloway of Woodland and John Plamondon of Ephrata; Mrs. L. Stewart of Castle Rock and Peter Plamondon of Seattle. Other

descendants also were located in California.

H. D. Huntington

In Edmond Meany's History of the State of Washington, he mentions that the Monticello Convention was held in "Uncle Darby Huntington's" home. Wallace Huntington, (Uncle Darby's son) mentioned the circumstances many times. The family was living in the Hudson's Bay Priest House which he had fixed up for a home for himself and wife and six children. That accounts for its large size and the attic which accommodated some of the delegates.

Like the Plamondons the descendants of "Uncle Darby" are too numerous to list but among the invitations which have been sent are those to the Walter and Fred Huntington families of Mapleton, Ore., the Howard and Randolph Quick families of Castle Rock, the Harry Windsor family of Shelton, the William Huntington family of Yakima, Attorney Lester Huntington and family of Kelso, Mrs. Harry Siverson of Hazel Dell, Mrs. Gordon Pritchard of Seattle, and the Jean Huntingtons of Castle Rock, also Mrs. N. Deckart and Mrs. William Presnell of Longview.

G. N. McConaha

We have been unable to locate descendants or relatives of any of the other signers. But we have news of some of them. We know that G. N. McConaha who was president of the Monticello Convention, was drowned in 1853 when returning by boat from the first Territorial Legislature.

L. N. Stone who once had a DLC at the mouth of the Cowlitz, moved across the Cascades and no trace of any descendants can be found.

H. A. Goldsborough lived on the Sound only a few years and then returned East.

Simpson P. Moses disappeared after an indictment in 1860 which charged him with defaulting government funds.

Dr. D. S. Maynard, who was related by marriage to Michael Simmons, had no descendants.

This accounts for 27 signers. That leaves 17 mysteries. What became of R. J. White, the secretary of the Monticello Convention? Of E. W. Winslow, A. S. Scott, L. M. Collins, G. D. Roberts, J. N. Low, L. H. Davis, A. D. Dillinbough, Will W. Plumb, A. Wylie, G. Drew, H. C. Wilson, C. F. Porter, E. L. Finch, H. Miles, A. Cook and E. J. Allen?

Lewis Co. Formed

The Oregon Provisional Legislature, by act of Dec. 19, 1845, created Lewis County. This consisted of all the territory lying north of the river and west of the Cowlitz River and north to 54 degrees 40'. John R. Jackson of Jackson Prairie was named sheriff and tax collector.

Only 3,965 In '52

Probably no territory was ever organized with a population so small as that of Washington. A census taken by U.S. Marshal J. P. Anderson showed a total of only 3,965 white persons in 1852.



Famous Old House

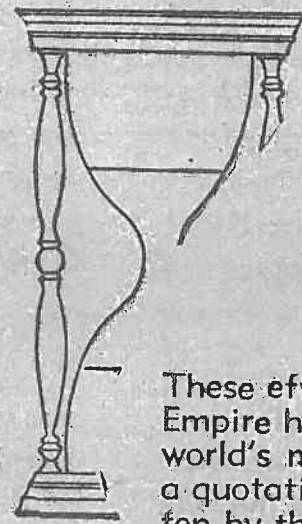
This was the home built by H. D. (Uncle Darby) Huntington in Monticello after his first pioneer home was washed away in a flood. The house stood vacant adjacent to the Pacific Paperboard plant until recent years. The picture above was taken in 1927 when descendants of pioneers gathered to commemorate the 75th anniversary of the Monticello convention. Several of the women dressed in pioneer costume for the occasion. The caption on the picture published at the time identified the group, left to right, as follows: Mrs. Clara Davolt of Kelso, Mrs. Ella Chambers Weikel of Longview, Mrs. Eugene McCorkle of Lexington, Mrs. Hattie Barlow Olson, and Mrs. Winnie Quick of Castle Rock.

McClellan Failed Even In Surveying

Captain George B. McClellan exhibited traits which became all too apparent on the national scene in later years when he ac-

companied Major Isaac I. Stevens to the Northwest on an expedition to survey for a railroad. McClellan was assigned the task of surveying across the Naches Pass into the Yakima Valley. Also for a wagon road from Fort Walla Walla to Stellacoom. He

failed in both undertakings, saying that the mountains were impassable. This was the same McClellan who later was removed as general of the Union Army by Abraham Lincoln and who was still later an unsuccessful candidate for president.



*From its inception...
the Empire has thought more
of pleasing you than
of any other one thing.*

These efforts have not been without reward, for the Empire has prospered until today it is known as the world's most beautiful drugstore. The following is a quotation from a four page magazine article written by the renowned author, Leonard Wiley. "The

Empire Drug Store of Longview is a toiletries outlet of nationwide reputation . . . Probably the most amazing display of cosmétiques, toiletries, and allied lines that can be found in any retail outlet in the United States . . . The Empire is a heaven for feminine shoppers." We think it is also a heaven for men shoppers at Christmas time . . . for here you'll find a tremendous assortment of the World's finest perfumes including such names as Caron, Jean Patou, Chanel, Lanvin, Schaiparelli, Guerlain and Christian Dior . . . Jewelry by Napier, Jos. Mazier, Hobe, and Fashion craft . . . Handbags to enhance her costume by Josef, Buchner or Arden.

You ladies will find it easy to select the ideal gift from our well-stocked men's department!

Through our doors have passed a generous but discriminating public which has placed the Empire Drug in Longview in the unique and enviable position it now holds among the other drugstores of the world. Your patronage is deserving of the finest. For this reason it is to you that we have rededicated this greater than ever store. You'll enjoy the Empire . . . it's your store!

Longview

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THE
Empire
finest in toiletries



ALWAYS THE MEETING PLACE

A short 100 years ago Monticello was in the minds of travelers along the Columbia River as it is today. Then it was a small and bustling frontier settlement, a stopping place along the northern trail to the settlements of Olympia and Seattle. Today, the Hotel Monticello is the favorite stopping place for travellers along the same route.

The Monticello convention bore the fruit of a new territory. The foresighted men and women of that day gave the effort that brought into being the State of Washington. Not far from historic Monticello is the Hotel Monticello, a fitting tribute to the memory of the diligent workers that brought about the State of Washington.

The Hotel Monticello is the host to modern day conventions much as the historic settlement of Monticello was the central meeting place for leaders of those pioneer days. Where men and women travelled to historic Monticello by primitive means, the modern traveller finds the charm of a lovely home incorporated in the modern Hotel Monticello.

Styles and designs have changed in the 100 intervening years between the two Monticellos. The most modern of services are

found in the Hotel Monticello where 100 years ago, the settlement of Monticello provided the weary traveller with the best a frontier stopping place could afford. The coonskin cap of old Monticello is contrasted to the smartly styled fedora that is hung in the Hotel Monticello dining rooms.

November is the month of Thanksgiving. Needless to say that the women folk of 100 years ago were beginning the preparation of the Thanksgiving feast at about this time of the year.

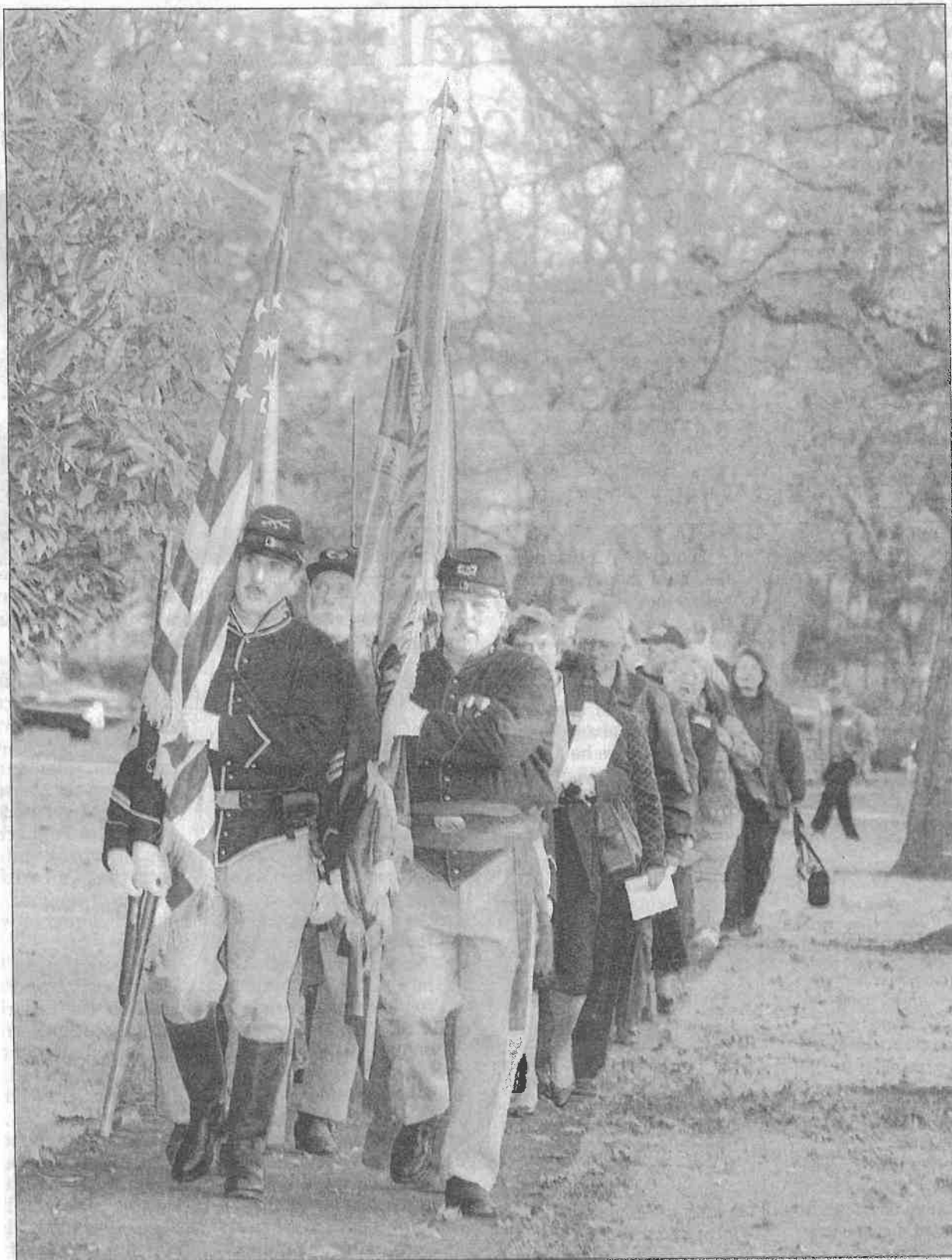
Today the modern family relies upon the Hotel Monticello and its fine cuisine to celebrate the day of Thanksgiving. The spacious Crystal dining room is the scene of many happy gatherings for a delicious Thanksgiving Dinner.

The modern Hotel Monticello, a land mark and center of activity in Cowlitz county for the past 29 years, provides many dining and party services for large and small groups, in an atmosphere that is pleasing. You will find the Hotel Monticello anxious to give a service comparable to none — just as the Monticello convention served the frontier people of a great territory in another way, 100 years ago.

HOTEL MONTICELLO

RALPH G. NOLTE, MANAGER

Remembering Monticello



Jeff Henningfield, left, of Tumwater and Ken Richmond of Sequim, both members of the Sons of Union Veterans of the Civil War, lead a procession to a rededication ceremony of the Monticello Convention historical monument in Longview on Sunday.

Dave Rubert / For The Daily News

Descendants of pioneers rededicate monument

By Venice Buhain
THE DAILY NEWS

It wasn't exactly a reunion, but Sharon Kline of Federal Way had a connection to the 200 people gathered at the Monticello Hotel Sunday.

"I had researched my family's connection to this area, but I had been out of it for a few years, until I got a call" a few months ago, she said.

Kline and other descendants of the state's pioneers were called to Longview to celebrate the 150th anniversary of the Monticello

Convention. The convention met here 150 years ago today to petition Congress to recognize Washington as its own territory.

Longview City Council members, Cowlitz County Historical Society members, and Secretary of State Sam Reed hosted the celebration. It culminated with the rededication of a marker near the library commemorating the convention, which involved civic leaders from near Puget Sound and along the Columbia River.

The event kicked off a year of sesquicentennial celebrations throughout the state. Events are planned in Olympia, Burien, and at the Museum of History and Industry in Seattle.

Reed said that celebrating the 150th anniversary of the founding of the Washington Territory is a way to remind people of Washington's tradition as a populist state.

Members of the Cowlitz Tribe, which populated the area before white settlers arrived, also attended Sunday's event.

Kline, who came to the event with her

Find out more

To read more about the state's sesquicentennial, see the Web site www.secstate.wa.gov/history

Daily News 11-25-02 p. B1-B2

Monticello: Settlement wiped out by 1867 flood

From Page B1

mother Bertha Martin, came to commemorate the participation of Nathaniel Stone, who came to Cowlitz County from Massachusetts. Stone was her great-great-great-great-grandfather.

"Nathaniel Stone was head of the wagon train," she said.

Stone's family moved west with the family of Harry Darby Huntington, another local civic leader who held the Monticello Convention at his home.

While Kline was interested in Stone's participation in the convention, she was more eager to meet Huntington's descendants for the first time.

Stone's descendants spread throughout Washington and Oregon after he died, but many of Huntington's relatives stayed, said Chan Noerenberg, whose family still lives in Huntington's home.

"They were civically minded. They were justices of the peace and very active the community," he said.

In 1852, pioneers throughout the state met at a settlement called Monticello, near present-day Tennant Way.

The men were dissatisfied with Oregon Territory government, which they saw as biased toward the Willamette Valley and against the northern settlements. Congress created the new territory in 1853.

The settlement of Monticello was wiped out when the Cowlitz River flooded in 1867, 22 years before Washington gained statehood, and about 50 years before Longview was founded.

City Council Approves Pact To Erect Monticello Marker

(See Stories Pages 1 and 16)

The final step on the part of the City of Longview to have the Monticello Marker erected in the small triangle off the west end of the grounds of the Longview Public Library was taken Thursday evening.

The Longview City Council directed that a formal agreement making it possible be signed with the state Parks and Recreation Commission.

The marker commemorates an 1852 convention of Oregon Territory citizens living north of the Columbia River to draw up a petition to have the U.S. Congress divide the territory. Until a few years ago when Highway 830 was routed across the site, the marker stood near the actual point on the Cowlitz River bank where the meeting was held.

According to the contract's

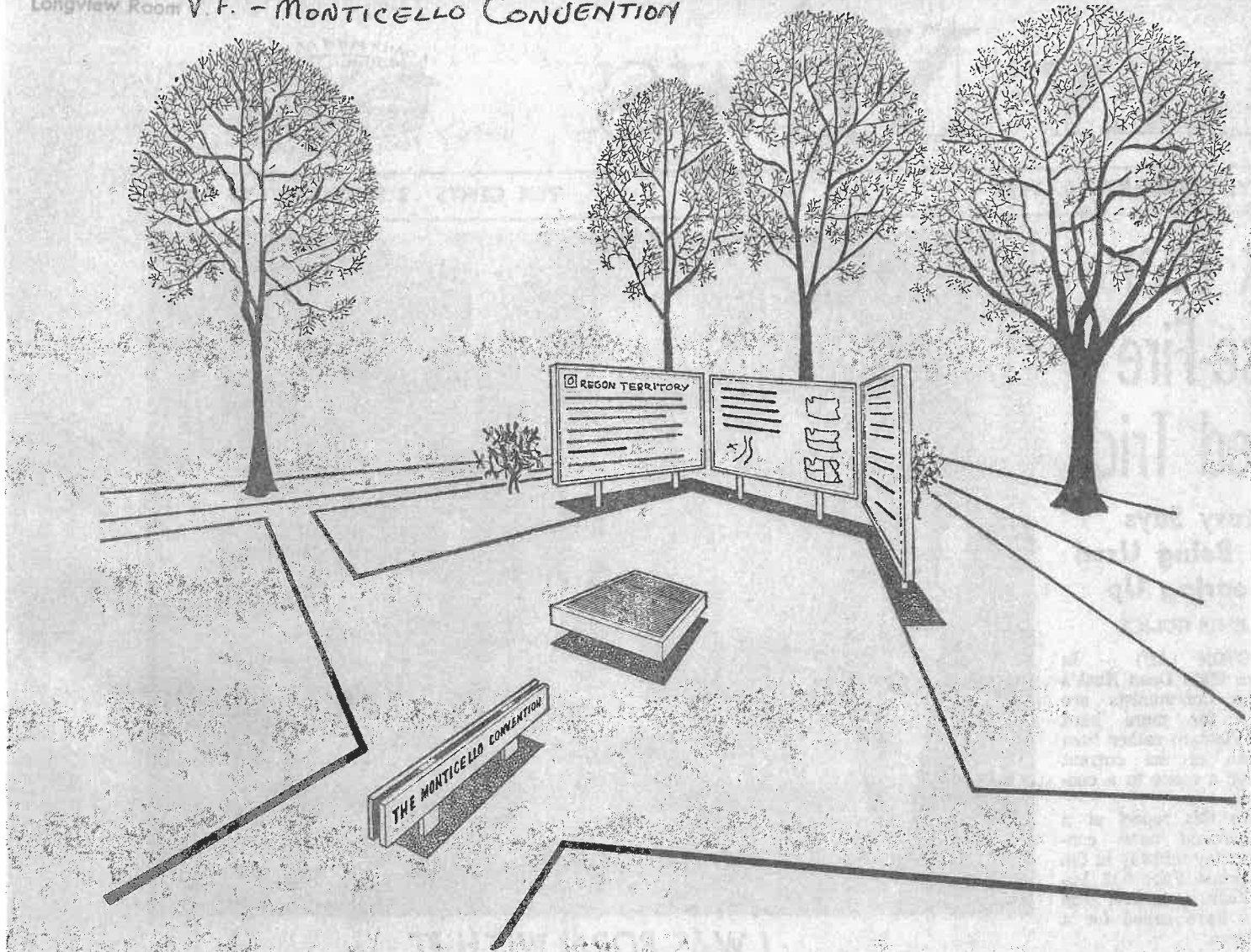
terms, the state will handle all work involved in constructing the marker, landscaping the grounds and maintaining the marker at no cost to the city. The city, besides permitting use of the city-owned site, will maintain the grounds.

The project is expected to be carried out this spring, according to Councilman Luis Alcid, who participated in the recent negotiations for re-establishing the marker. The detailed drawings are now being made, he

said.

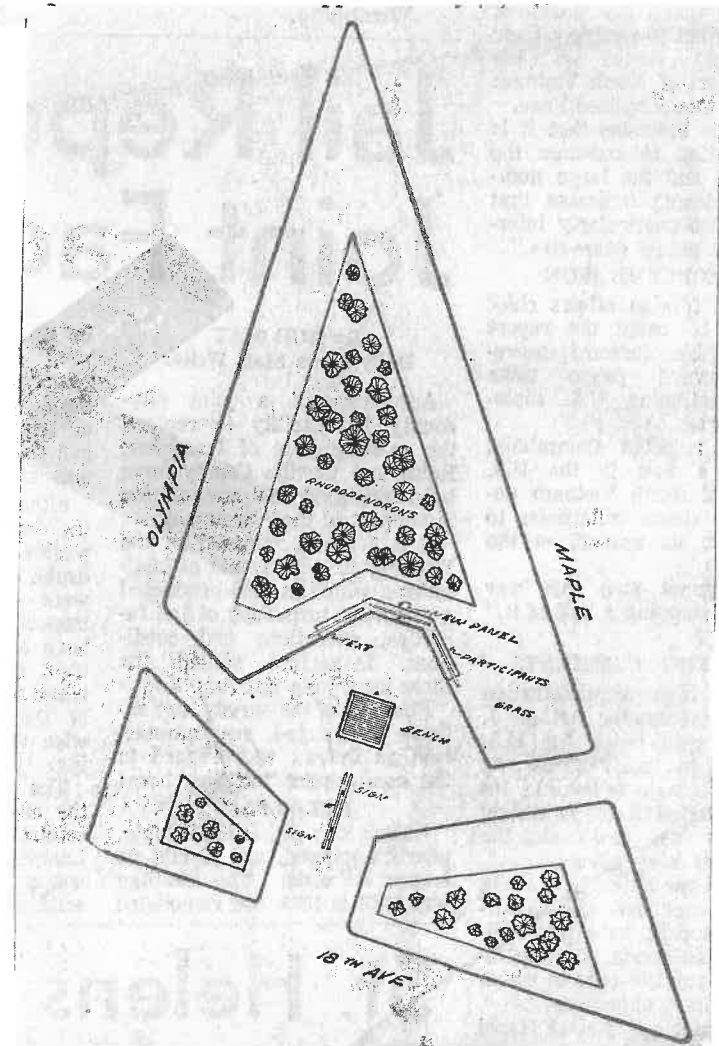
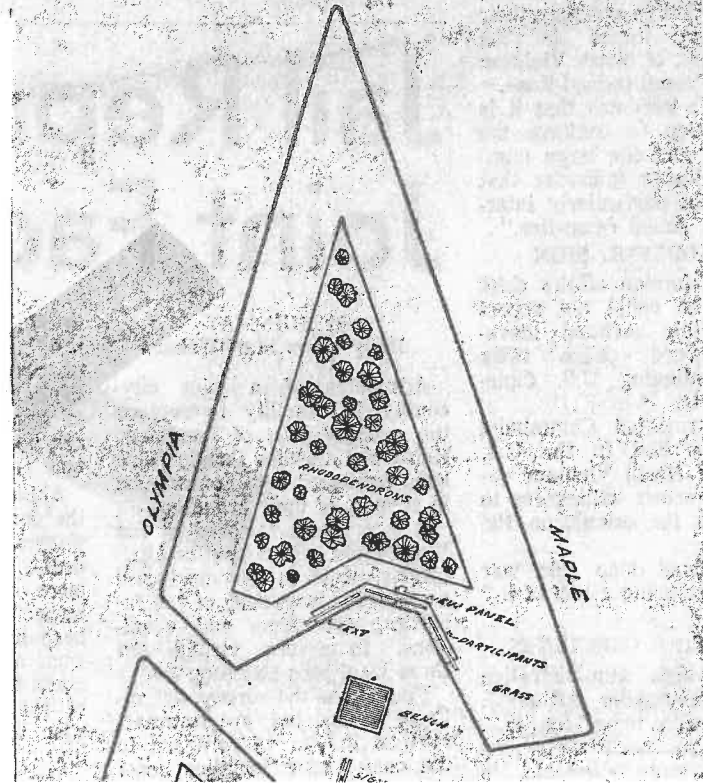
Two or the marker's original seven-foot-high wood panels—the two flanking panels — will be used. The center panel, which bore references to the previous location, will be replaced.

The landscaping will include three beds of rhododendrons, a large one in the apex of the triangle behind the marker, and two smaller beds in the corners nearest the library. The beds will be bordered with grass strips.



The Monticello Marker will appear as in this drawing (looking west) of the state Parks and Recreation Commission when it is re-established near the Longview Public Library this spring. Below is an overhead view

of the city-owned site. The outer lines of the drawing represent the edge of the lawn strips. The beds will be filled with rhododendron shrubs. The project is expected to cost the state approximately \$6,000.



Monticello Convention Ceremony Photo Album

The Ceremony Ends...

The following photos were contributed by Junel Davidson, with photo credits to Susie Meyers. Following the luncheon at Monticello Hotel on November 24, 2002, everyone paraded over to the park where the commemoration ceremony was held. These pictures were taken during that ceremony.



The Color Guard marches away from the park at the end of the commemoration ceremony.



The Color Guard marches away after the commemoration in the park. The crowd consists of descendants of pioneers who signed the Monticello Convention and other interested persons. Notice the generations of people represented in the group!

About the Color Guard

This page was updated on January 2, 2003 from information provided by Junel Davidsen.

Return to [Monticello Convention Commemoration](#) page.

Monticello Convention Ceremony Photo Album

About the Color Guard

The following photos were contributed by Junel Davidson, with photo credits to Susie Meyers. Following the luncheon at Monticello Hotel on November 24, 2002, everyone paraded over to the park where the commemoration ceremony was held. These pictures were taken during that ceremony.



Washington Secretary of State Sam Reeds poses with members of the Color Guard in front of the Monticello Convention marker.

The Color Guard is made up of members of the [Sons of the Union Veterans of the Civil War](#). This group was the official Color Guard for the Washington Territorial Sesquicentennial (1853-2003), and participated in a number of Washington Territorial Sesquicentennial Events in 2002-2003.

The Color Guard displayed two flags at Washington Territorial Sesquicentennial Events. The green flag is the "Washington Territorial Sesquicentennial" flag. This flag was commissioned by the Sons of the Union Veterans of the Civil War from their own funds with authorization from the Secretary of State's office. There never was a Washington Territory flag, so this flag is very special.

The U.S. flag used was the flag of that period, with 33 stars. A [close-up](#) of this flag was provided by Jeff Henningfield.

This page was updated 8 Nov 2007 from information provided by Junel Davidsen.

Return to [Monticello Convention Commemoration](#) page.

Monticello Convention Ceremony Photo Album

Ribbon-cutting Ceremony

The following photos were contributed by Junel Davidson, with photo credits to Susie Meyers. Following the luncheon at Monticello Hotel on November 24, 2002, everyone paraded over to the park where the commemoration ceremony was held. These pictures were taken during that ceremony.



The Color Guard marches into position.



The Color Guard poses in front of the three markers that comprise the Monticello Convention monument before the ribbon-cutting ceremony. The right panel of the monument lists all the signers of the Convention - view an [enlargement](#) of this panel.



The ribbon-cutting ceremony in front of the Monticello Convention monument. From left to right are: Sarah Koss, Sam Reed and Mark McCrady.



Secretary of State Sam Reeds poses with members of the Color Guard in front of the Monticello Convention marker.

[The Ceremony Ends...](#)

This page was updated on January 2, 2003 from information provided by Junel Davidsen.

Return to [Monticello Convention Commemoration](#) page.

Monticello Convention Petition Signers

(The following information was contributed by [Junel Davidsen](#), and is posted with her permission).

In November 1852, a group of pioneers met in Monticello (now Longview), Cowlitz Co., Washington, and petitioned for the creation of Columbia Territory (later known as Washington Territory) to be separated from Oregon Territory. The list of pioneers and their known descendants resulting from a similar search in 1952 appears [below](#). The names of the pioneers are numbered.

A special commemoration to honor the historic event was held at the Monticello Hotel in Longview on Sunday, November 24, 2002. The ceremony was planned jointly by the Cowlitz County Historical Society and the City of Longview in conjunction with the 2002-2003 Washington Sesquicentennial celebration. View scenes from the ceremony in the [Photo Album](#).

You might also want to read Venice Buhain's article about the commemoration, "Remembering Monticello", in [The Daily News](#) (Kelso/Longview newspaper).

[Junel Davidsen](#) coordinated the search for descendants of the 44 signers of the Monticello Convention, and provided the list of pioneers and descendants below.

One of the Huntington descendants took video of the commemoration ceremony and also taped some short interviews. He has released edited video from the ceremony. They are available for \$25 in both DVD or Video. If you are interested, please contact:

James F. Wright
Wright Sound Entertainment
PO Box 873177, Vancouver WA 98687
1-800-939-9736 or 1-360-907-9073

The Spring 2003 issue of the Cowlitz County Historical Society quarterly featured biographies and photos of many of the pioneers and their descendants. If you are interested in subscribing to the Quarterly, please contact the Cowlitz Co. Historical Society through their [website](#).

For more on the history of the Convention, please see Edmond S. Meany's article, "[The Cowlitz Convention: Inception of Washington Territory](#)", in the January 1922 issue of [The Washington Historical Quarterly](#).

[View the Plaque listing all of the Signers](#)

NOTE: The list below was transcribed from historical documents, and includes names of descendants who were known as of 1952. Names of descendants who attended the 2002 Sesquicentennial Celebration were not listed for privacy reasons.

LIST OF MONTICELLO CONVENTION PETITION SIGNERS (numbered 1-44) AND KNOWN DESCENDANTS AS OF NOVEMBER 1952

- 1) Allen, E. J.
- 2) [Armstrong, B.C. \(Benjamin Charles\)](#)
1952 known descendants:
Mrs. Eliza Persson of Renton responded: "...large family scattered from Alaska to California...two sisters (Anita Bishop and Mary Johnson) in Washington"
- 3) [Bell, William N.](#)
1952 known descendants:
Banks, Mrs. Lyman Seattle
Coffman, A. Seattle
Dawson, Lewis Seattle

Foulks, Mrs. J. Seattle
 Healy, Mrs. J. Seattle
 Linne, Mrs. Alvin Seattle
 McLauchlan, Mrs. R. Seattle
 Patten, Mrs. C. E. Seattle
 Reynolds, George Seattle
 Reynolds, Baily Spokane
 Wanamaker, Mrs. Allison T. Seattle (informant)
 Wanamaker, Temple Washington D.C.

- 4) Brooks, Q.A. (Quincy)
 Letter from Mrs. C. H. Hilton (see Hastings) indicated that Quincy Brooks had no known living descendants.

- 5) Catlin, Seth
 1952 known descendants:
 Catlin, Charles H..... Vancouver
 Catlin, Fred Kelso
 Catlin, James Yakima
 Dunham, Mrs. Byrdeen Seattle
 Foster, Robert Seth* Portland
 Miller, Mrs. Erwin Longview
 Wolford, Catlin* Portland
 Wolford, James* Oswego

- 6) Clarke, F. A. (Fred)
 1952 known descendants:
 Mitten, Mrs. Paul Longview

- 7) Collins, L. M.
 Claim on White River or Duwamish, later settled with his family in Bellingham, served as King County Commissioner.

- 8) Cook, A.

- 9) Crawford, A. (Alexander)
 1952 known descendants:
 Harder, Donald V. Portland
 Harder, James Portland
 Harder, Robert Crawford Portland
 Harder, Mr. Robert Hillsboro
 Millhollen, William R. Albany, OR
 Yates, Elizabeth Crawford Vancouver

- 10) Crawford, Peter W.
 1952 known descendants:
 Crawford, Albert H. living in the east
 Crawford, William E..... living in the east
 Gephart, Viola Crawford living in the east
 Glen, Mrs. Zillah Crawford living in the east

- 11) Davis, L. H.
 Crossed the plains in 1851, settled Claquato, died 1864.

- 12) Denny, A. A. (Arthur)
 1952 known descendants:
 Bambord, Mrs. Percy Seattle
 Bouge, Mrs. Virgil Seattle
 Helicker, Mrs. Florence Seattle
 Watt, Mrs. Roberta Fry Seattle

- 13) Dillenbaugh, A. B.
 Born New York 1828. Listed on 1880 Lewis Co. census with wife H. Roselia and daughters:
 Ella J. age 16, Jessie L. age 14, Olive E. age 11, Annie Marie age 9, Sarah Jane age 9, (twins),

Lucy Belle age 7, Lottie May age 4. Descendants will have different surnames due to marriage.

- 14) Drew, G.
Had town of Cascade surveyed

- 15) Finch, E. L.

- 16) Ford, S. S. (Sidney Sr.)
1952 known descendants:
Bissel, Mrs. Madge Centralia
DuFour, Mrs. Hilda Centralia
Hall, D. Elma
Hall, Lloyd Elma
Starling, Mrs. Pearl Pacific Beach
Taggart, Mrs. Edna Olympia

- 17) Fowler, J.
1952 known descendants:
Fanning, 3 sons of Mrs. F.** Vancouver
Fowler, Gilbert Longview
Schraeder, Mrs. Walter Kelso
Walker, Mrs. Kathleen Kelso

- 18) Goldsborough, H. A.
Moved back east.

- 19) Hale, C. H.
Charles Case of Seattle (informant): His step-father was a Calvin H. Hale. No descendants mentioned.

- 20) Hastings, L. B. (Loren Brown)
1952 known descendants:
Hilton, Mrs. C. H. of Port Townsend (descendant/informant)
Others referred to but not mentioned by name

- 21) Hathaway, C. S. (Chas)

- 22) Huntington, H. D. (Harry Darby)
1952 known descendants:
Brewster, Mrs. Harry E. Seattle
Deckart, Mrs. N. Longview
Quick, Howard Castle Rock
Quick, Randolph Castle Rock
Huntington, Fred Mapleton OR
Huntington, Jean Castle Rock
Huntington, Attorney Lester Kelso
Huntington, Walter Mapleton OR
Huntington, William Yakima
Presnell, Mrs. William Longview
Pritchard, Mrs. Gordon Seattle
Siverson, Mrs. Harry Hazel Dell
Windsor, Harry Shelton

- 23) Jackson, J. R.
On 1860 Lewis Co census: born England abt 1800, living alone, farmer.
1952 known descendants:
Beireis, Mrs. George Chehalis
Koontz, Miss Anna Chehalis
Koontz, Miss Jessie Seattle

- 24) Low, J. N. (John)
Married to Lydia Colburn 1848 in Illinois, claimed land at Alki Point 1851, served Commissioner for King County. Daughter married W. B. Sinclair.

- 25) McConaha, G. N.
Died 1853.
- 26) McCorkle, W. A. L.
1952 known descendants:
Flamm, Mrs. D. Portland
Kidder, Mrs. J. Seattle
McCorkle, Mr. Alfred (Jr) Raymond
McCorkle, Mrs. Howard Lexington
McCorkle, Dr. Harold Lexington
McCorkle, Linda Ann Raymond
McCorkle, Miss Mae Seattle
McCorkle, Mr. Marcus E..... Raymond
McCorkle, Mark Raymond
McCorkle, Mr. Saville Lexington
Slaughaupt, Mrs. H. E. (Flora M.) Lexington
Waseca, Mrs. A. Spokane
- 27) Maynard, D. S. (Dr.)
Related by marriage to M.T. Simmons. No descendants
- 28) Miles, H. (Henry?)
Married Caroline P. Drew June 18, 1867 Lewis County; he died Feb. 26, 1890 Chehalis Co;
grandson (?) Henry Miles born Jan 27, 1909 died Jan, 1974 Woodland Cowlitz County.
- 29) Moses, S. P.
Disappeared after 1860.
- 30) Ostrander, N. (Nathaniel)
1952 known descendants:
Foster, Robert Seth* Portland
Preston, Mrs. Don Seattle
Wolford, Catlin*..... Portland
Wolford, James*..... Oswego
- 31) Plamondon, Simon
1952 known descendants:
Holloway, Mrs. M. E. Woodland
Lee, Mrs. Michael Olympia
Peterson, Robert Longview
Plamondon, George E. Olympia
Plamondon, John Ephrata
Plamondon, Norbert J. Olympia
Plamondon, Paul Longview
Plamondon, Peter Seattle
Plamondon, Dr. Ralph Astoria
Sareault, James E. Chehalis
Sarault, Attorney John Chehalis
Stewart, Mrs. L. Castle Rock
Other descendants not mentioned by name. California
- 32) Plumb, William W.
On 1880 Thurston Co census: born New York abt 1815, widowed.
- 33) Porter, C. F.
On 1870 Chehalis Co census: born Ohio abt 1810, living alone, farmer.
- 34) Roberts, G. B. (George Barber)
On 1850 Lewis Co census with wife Martha & 3 children. Wife died July 1850, what happened to children? He remarried Rose Birnie - any children? On 1880 Wahhiakum Co census: keeps dry good/grocery store, wife Rose age 73. Died Cathlamet 1883.
- 35) Ruddell, S. D. (Stephen Duley)

1952 known descendants:
Wenzell, Riley B. Snoqualmie

36) Scott, A. F.

37) Simmons, A. J.
No known descendants. (per Mrs. Jessie Hillburger of Chehalis)

38) Simmons, M. T. (Michael)
1952 known descendants:
Ellison, Mrs. Anna Olympia
Hillburger, Mrs. Jessie Chehalis (informant)
Hinkley, Leona Tacoma
Hustin, Mrs. Susie Olympia
Osborn, Mrs. Irene Olympia
Ralph, Mrs. Muriel not shown
Simmons, Dave Olympia
Simmons, Za Za Mud Bay Rt, Olympia

39) Stone, N. (L.N. ?)
Moved across Cascades; no trace of descendants

40) Terry, C. C.
1952 known descendants:
Lewis, Mr. Howard Terry from the Sound
McChesney, Mrs. Margaret Terry from the Sound
Nute, Mrs. A. P. Portland
Rudow, Mrs. E. W. from the Sound

41) White, R. J.

42) Wilson, H. C.

43) Winslow, E. H.

44) Wylie, A.

Footnotes:

*descendants of both Seth Catlin and N. Ostrander: Seth Catlin's son, Charles, married Dr. Nathaniel Ostrander's daughter, Theresa.

**relationship stated descends from Maggie Fowler

This page was updated on 10 Dec 2011 from information provided by [Junel Davidsen](#) and others.

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