



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, September 14, 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
23-001414 CHUCK TILTON, FATHER'S HOUSE
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES

23-001408 AUGUST 22, 2023 SPECIAL MEETING MINUTES
AUGUST 22, 2023 REGULAR MEETING MINUTES

6. CHANGES TO THE AGENDA

7. PRESENTATIONS & AWARDS

23-001410 PROCLAMATION - CONSTITUTION WEEK - SEPTEMBER 17-23, 2023

RECIPIENT: AVA BERRY, DAUGHTERS OF THE AMERICAN REVOLUTION

8. CONSTITUENTS' COMMENTS (Thirty Minutes)

9. PUBLIC HEARINGS

23-001409 2023 ANNUAL HOME PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

HOLD THE PUBLIC HEARING ON 2023 HOME PROGRAM APPLICATIONS.

MOTION TO ALLOCATE HOME FUNDING AS FOLLOWS: ALLOCATE \$150,000 TO FOUNDATION FOR THE CHALLENGED THE ACQUISITION AND REHABILITATION OF A HOME FOR LOW-INCOME TENANTS WITH DISABILITIES AND HOLD REMAINING \$73,893 FOR ALLOCATION NEXT YEAR.

10. BOARD & COMMISSION RECOMMENDATIONS

23-001444 ACCESSIBILITY ADVISORY COMMITTEE RECOMMENDATION

RECOMMENDED ACTION:

AUTHORIZE THE REQUESTED FUNDING AMOUNT OF \$8,421.23 ALLOCATED FROM THE ADA CAPITAL FUND AS RECOMMENDED BY THE ACCESSIBILITY ADVISORY COMMITTEE

11. ORDINANCES & RESOLUTIONS

23-001443 ORDINANCE NO. 3491 - AMENDING CHAPTER 18.10.070 OF THE LONGVIEW MUNICIPAL CODE REGARDING ABOVE GROUND FUEL TANKS

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3491

23-001461 ORDINANCE NO. 3489 – AMENDING CHAPTERS 15.12 AND 15.26 OF THE LMC REGARDING SANITARY SEWER SERVICE CHARGES AND USE OF PUBLIC SEWERS

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3489

23-001463 RESOLUTION NO. 2460 - DELEGATING TO THE PUBLIC WORKS DIRECTOR AUTHORITY TO LEGALLY BIND THE CITY OF LONGVIEW FOR THE SOLE PURPOSE OF REQUESTING FEDERAL REIMBURSEMENT

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE MAYOR TO SIGN RESOLUTION NO. 2460

23-001469 ORDINANCE NO. 3494 - AMENDING CHAPTER 7.29 OF THE LMC REGARDING CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3494

12. **MAYOR'S REPORT**

13. **COUNCILMEMBERS' REPORTS**

14. **CONSENT CALENDAR**

23-001435 APPROVAL OF CLAIMS

23-001442 PROPOSED ANNEXATION OF PROPERTY OFF RUTHERGLEN ROAD AND SET PUBLIC HEARING FOR OCTOBER 12, 2023 (PARCEL WL2507010, SANDAKER)

RECOMMENDED ACTION:
MOTION TO ACCEPT ANNEXATION AND SET PUBLIC HEARING FOR OCTOBER 12, 2023

23-001459 BID REVIEW – DOWNTOWN TRAFFIC SIGNAL UPGRADES

RECOMMENDED ACTION:
MOTION TO ACCEPT THE LOW BID AND AWARD TO MILL PLAIN ELECTRIC IN THE AMOUNT OF \$377,926.16

23-001460 BID REVIEW – VANDERCOOK PARK RESTROOM UTILITIES

RECOMMENDED ACTION:
MOTION TO ACCEPT THE LOW BID AND AWARD TO CLARK AND SONS IN THE AMOUNT OF \$74,575.00

23-001468 ORDINANCE NO. 3492 AND ORDINANCE NO. 3493 ZONING AND ANNEXATION OF 3312 VIRGINIA WAY

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3492 AND ORDINANCE NO. 3493

15. **CITY MANAGER'S REPORT**

23-001458 REGIONAL WATER TREATMENT PLANT PARTICIPANTS AGREEMENT

RECOMMENDED ACTION:
MOTION TO DIRECT THE CITY ATTORNEY TO DRAFT A RESOLUTION WHICH AUTHORIZES THE CITY MANAGER TO SIGN THE REGIONAL WATER TREATMENT PLANT PARTICIPANTS AGREEMENT

23-001462 PROJECT UPDATE – WASHINGTON WAY COMPLETE STREETS PROJECT

RECOMMENDED ACTION:
NONE – INFORMATION ONLY

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, SEPTEMBER 28, 2023 – 6:00 P.M.

THURSDAY, OCTOBER 12, 2023 – 6:00 P.M.

NEXT REGULAR WORKSHOP:

THURSDAY, SEPTEMBER 28, 2023 – 6:00 P.M. – AFFORDABLE HOUSING



City of Longview

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Minutes

City Council

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

Tuesday, August 22, 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 conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, August 22, 2023 at 5:00 p.m. The topic of discussion follows. Final disposition shall be taken on no other matter.

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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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**
Mayor Wallis called the special 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 Strobel, Councilmember Boudreau, Councilmember Ortiz

Staff Present: City Manager Kris Swanson, Acting City Attorney Christopher Eastwood, City Clerk Tiffany Ostreim, Deputy City Clerk Kelly Jensen, Public Works Assistant Director Chris Collins, Assistant City Manager Ann Rivers, Parks & Recreation Director Jennifer Wills, Police Chief Robert Huhta

4. EXECUTIVE SESSION**23-001405 LITIGATION OR LEGAL RISKS OF A PROPOSED ACTION OR CURRENT PRACTICE PER RCW 42.30.110(1)(iii)**

The City Council as present at roll call, City Manager Swanson, Assistant City Manager Rivers, Acting City Attorney Eastwood, Police Chief Huhta, Assistant Public Works Director Chris Collins, Parks and Recreation Director Jennifer Wills and Jeff Myers entered into Executive Session at 5:01 p.m. for a period of one hour until 6:00 p.m. At 6:00 p.m. all parties came out of Executive Session. No decisions were made.

5. ADJOURNMENT

The meeting was adjourned at 6:02 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

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NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, SEPTEMBER 14, 2023 – 6:00 P.M.

THURSDAY, SEPTEMBER 28, 2023 – 6:00 P.M.

NEXT REGULAR WORKSHOP:

THURSDAY, SEPTEMBER 28, 2023 - 6:00 P.M. - AFFORDABLE HOUSING

NEXT SPECIAL COUNCIL WORKSHOP:

FRIDAY, SEPTEMBER 8, 2023 – 1:00 P.M. – COUNCIL STRATEGIC & OPERATIONAL TRAINING



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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 6:02 p.m.

2. **INVOCATION*/FLAG SALUTE**

The flag salute was recited.

3. **ROLL CALL**

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

Staff Present: City Manager Kris Swanson, Acting City Attorney Christopher Eastwood, City Clerk Tiffany

Ostreim, Deputy City Clerk Kelly Jensen, Assistant Public Works Director Chris Collins, Assistant City Manager Ann Rivers, Parks & Recreation Director Jennifer Wills, Police Chief Robert Huhta

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

23-001401 AUGUST 8, 2022 REGULAR MEETING MINUTES

A motion was made by Councilmember Wean, seconded by Councilmember Strobel, to approve the August 8, 2022 Regular Meeting Minutes as corrected. The motion carried unanimously.

6. **CHANGES TO THE AGENDA**

7. **PRESENTATIONS & AWARDS**

23-001406 ORDINANCE NO. 3490 - ACCEPTING A GIFT OF FIVE SCULPTURES ENTITLED "LOVE", "MIRACLE GROW WITH BLUEBIRDS", "RIGHT ANGLE", "DELICATE BALANCE", AND "ROUND OBJECT" FROM THE LONGVIEW OUTDOOR GALLERY

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3490 AND AUTHORIZE THE CITY MANAGER TO SIGN THE APPLICABLE "DONATION OF ART AND TRANSFER OF OWNERSHIP FORMS" ON BEHALF OF THE CITY OF LONGVIEW

*Parks and Recreation Director Jennifer Wills introduced Longview Outdoor Gallery Board member Laurel Murphy who provided a presentation on the 29 sculptures to the city.
Longview Outdoor Gallery Board member Hans Schaufus spoke about their project.*

A motion was made by Councilmember Wean, seconded by Councilmember Boudreau, to adopt Ordinance No. 3490 and authorize the City Manager to sign the applicable "Donation of Art and Transfer of Ownership Forms". The motion carried unanimously.

Mayor Wallis issued a proclamation of gratitude and appreciation to the Longview Outdoor Gallery.

23-001413 DOWNTOWN PARKING

RECOMMENDED ACTION:

FOR INFORMATION AND DISCUSSION

Police Chief Huhta introduced Rick Williams of Rick Williams Consulting who provided a presentation on the 2023 Downtown Parking Study.

The council discussed the presentation.

A citizen, name unstated, provided public comment.

Longview Downtowners President Josh Carter spoke about the presentation.

Downtown Advisory Committee President Brad Whittaker spoke about the presentation.

Jason Still provided public comment.

Chief Huhta explained the next steps.

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

Jason Still provided public comment.

Bill Kash provided public comment.

Derek Fine provided public comment.

Rayleen Aguirre provided public comment.
A citizen, name unstated, provided public comment.
A citizen, name unstated, provided public comment.
A citizen, name unstated, provided public comment.

9. **PUBLIC HEARINGS**

23-001402 PROPOSED ANNEXATION - 3312 VIRGINIA WAY

RECOMMENDED ACTION:

MOTION TO APPROVE THE PETITION, DIRECT THE CITY ATTORNEY TO CREATE AN ANNEXATION AND ZONING ORDINANCE, AND FILE AN INTENT TO ANNEX WITH THE COWLITZ COUNTY BOUNDARY REVIEW BOARD

Community and Economic Development Planner Mac Kosar provided a presentation on the proposed annexation of 3312 Virginia Way.

A motion was made by Councilmember Boudreau, seconded by Councilmember Strobel, to approve the petition, direct the City Attorney to create an annexation and zoning ordinance, and file an intent to annex with the Cowlitz County Boundary Review Board.

Mayor Wallis opened and closed the public hearing at 8:02 p.m. as no one present spoke for or against the subject.

The motion carried unanimously.

10. **BOARD & COMMISSION RECOMMENDATIONS**

11. **ORDINANCES & RESOLUTIONS**

23-001361 RESOLUTION NO. 2459 - JAG GRANT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2459 AND AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY.

City Manager Swanson explained the interlocal agreement.

A motion was made by Councilmember Kendall, seconded by Councilmember Wean, to adopt Resolution No. 2459 and authorize the City Manager to sign the interlocal agreement with Cowlitz County. The motion carried unanimously.

12. **MAYOR'S REPORT**

Mayor Wallis thanked the Longview Outdoor Gallery.

Mayor Wallis requested council concurrence for appointment to the Homeless Housing Task Force committee: LPD Tim Watson, Dian Cooper, Shannon McLain, Lauren Princehouse, Rob Painter Johnson, Steven Boyer, and Constance Lantz.

Council concurred.

13. **COUNCILMEMBERS' REPORTS**

Councilmember Wean provided a report.

Councilmember Boudreau provided a report.

Councilmember Ortiz provided a report.

14. **CONSENT CALENDAR**

A motion was made by Councilmember Strobel, seconded by Councilmember Kendall, to approve the Consent Calendar. The motion carried unanimously.

23-001362 APPROVAL OF CLAIMS

23-001404 RESOLUTION 2458 - EMERGENCY DECLARATION FOR THE MINT VALLEY RACQUET FACILITY SPRINKLER SYSTEM REPAIR

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION 2458

15. CITY MANAGER'S REPORT

23-001377 2024 SOUTHWEST WASHINGTON REGIONAL AIRPORT BUDGET

RECOMMENDED ACTION:
MOTION TO ADOPT THE 2024 OPERATING BUDGET FOR THE SOUTHWEST WASHINGTON REGIONAL AIRPORT

Southwest Washington Regional Airport Manager Chris Paolini provided a presentation on the 2024 budget.

A motion was made by Councilmember Wallin, seconded by Councilmember Wean, to adopt the 2024 operating budget for the Southwest Washington Regional Airport. The motion carried unanimously.

23-001403 SOUTHWEST WASHINGTON REGIONAL AIRPORT FIVE-YEAR INTERLOCAL OPERATING AGREEMENT

RECOMMENDED ACTION:
MOTION TO ADOPT THE SOUTHWEST WASHINGTON REGIONAL AIRPORT FIVE-YEAR INTERLOCAL OPERATING AGREEMENT

Southwest Washington Regional Airport Manager Chris Paolini explained the five-year interlocal operating agreement.

A motion was made by Councilmember Strobel, seconded by Councilmember Boudreau to adopt the Southwest Washington Regional Airport five-year Interlocal Operating Agreement. The motion carried unanimously.

23-001400 LONGVIEW MUNICIPAL CODE (LMC) CHANGES – SANITARY SEWER SERVICE CHARGES AND USE OF PUBLIC SEWERS AMENDING CHAPTER 15.12, “RATES – REVENUES – PERMIT FEES” AND CHAPTER 15.26, “SEWAGE DISPOSAL” TO ENSURE PARITY AMONG RATE PAYERS.

RECOMMENDED ACTION:
MOTION TO DIRECT THE CITY ATTORNEY TO DRAFT AN ORDINANCE TO ADDRESS SEWER CODE CHANGES.

Assistant Public Works Director Chris Collins provided a presentation on sewer connections.

A motion was made by Councilmember Kendall, seconded by Councilmember Boudreau, to direct the City Attorney to draft an ordinance to address sewer code changes. The motion carried unanimously.

16. MISCELLANEOUS

City Manager Swanson provided the Hope Village 7-month report.

City Manager Swanson presented service awards: Mayor Wallis for 5 years of service, Mayor Pro Tem Wallin for 10 years of service, and Police Chief Huhta for 25 years of service.

17. EXECUTIVE SESSION

The City Council as present at roll call, City Manager Swanson, Assistant City Manager Rivers, Acting City Attorney Eastwood, Assistant Public Works Director Collins, Police Chief Huhta, Parks and Recreation Director Wills and Jeff Myers entered Executive Session for 15 minutes starting at 8:35 p.m. At 8:52 p.m. Executive Session was extended for 20 minutes until 9:10 p.m. At 9:10 p.m. Executive Session was continued for 20 minutes until 9:30 p.m. At 9:30 p.m. Executive Session was continued for 10 minutes until 9:40 p.m. At 9:40 p.m. all parties came out of Executive Session. No decisions were made.

18. ADJOURNMENT

The meeting was adjourned at 9:40 p.m.

Tiffany Ostreim
City Clerk

Approved: _____
Mayor

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NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, SEPTEMBER 14, 2023 – 6:00 P.M.

THURSDAY, SEPTEMBER 28, 2023 – 6:00 P.M.

NEXT REGULAR WORKSHOP:

THURSDAY, SEPTEMBER 28, 2023 - 6:00 P.M. - AFFORDABLE HOUSING

NEXT SPECIAL COUNCIL WORKSHOP:

FRIDAY, SEPTEMBER 8, 2023 – 1:00 P.M. – COUNCIL STRATEGIC & OPERATIONAL TRAINING

Proclamation

City of Longview, Washington

CONSTITUTION WEEK SEPTEMBER 17-23, 2023

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, It is the privilege and duty of the American people to commemorate the two hundred thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic ceremonies and activities which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, MaryAlice Wallis, virtue of the authority vested in me as Mayor of the City of Longview, in the State of Washington, do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 14th day of September 2023.

MaryAlice Wallis, Mayor



City of Longview

Agenda Summary

2023 ANNUAL HOME PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

HOLD THE PUBLIC HEARING ON 2023 HOME PROGRAM APPLICATIONS.

MOTION TO ALLOCATE HOME FUNDING AS FOLLOWS: ALLOCATE \$150,000 TO FOUNDATION FOR THE CHALLENGED THE ACQUISITION AND REHABILITATION OF A HOME FOR LOW-INCOME TENANTS WITH DISABILITIES AND HOLD REMAINING \$73,893 FOR ALLOCATION NEXT YEAR.

DATE: September 14, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The United States Department of Housing and Urban Development (HUD) allocates federal funding on an annual basis for the HOME Investment Partnerships program. The funds are used for Low to Moderate income new housing development, homeowner rehabilitation, tenant based rental assistance (TBRA), and homeownership activities. At the July 11th, 2023, meeting Longview City Council approved a motion to re-open the application period for City of Longview projects using HOME funding. The September 14th, 2023, public hearing will present and recommend funding allocations for project applications accepted during the re-opened application period.

RECOMMENDED ACTION:

Hold the public hearing on 2023 HOME Program Applications.

Motion to allocate Home funding as follows: Allocate \$150,000 to Foundation for the Challenged the Acquisition and Rehabilitation of a Home for low income tenants with disabilities and hold remaining \$73,893 for allocation next year.

STAFF CONTACT:

Kenny Robinson, Program Coordination Specialist

Attachments: None



City of Longview

Agenda Summary

ACCESSIBILITY ADVISORY COMMITTEE RECOMMENDATION

RECOMMENDED ACTION:

AUTHORIZE THE REQUESTED FUNDING AMOUNT OF \$8,421.23 ALLOCATED FROM THE ADA CAPITAL FUND AS RECOMMENDED BY THE ACCESSIBILITY ADVISORY COMMITTEE

DATE: September 14, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The purpose of this agenda item is to obtain city council approval of recommended ADA projects from the Accessibility Advisory Committee. The projects were brought forward by the Accessibility Advisory Sub-Committee and Facilities Maintenance. These projects will provide additional barrier elimination in seven city-owned buildings under the City ADA Transition Plan. The projects include various updates to accomplish ADA Standards for Accessible Design. Various projects are proposed in the following buildings:

- Recreation Office - 2920 Douglas Street
- Elks War Memorial - 2122 E Kessler Boulevard
- Library - 1600 Louisiana Street
- Longview Police Station - 1351 Hudson Street
- City Hall - 1525 Broadway Street
- McClelland Arts Center - 951 Delaware Street
- Woman's Club - 835 21st Avenue

RECOMMENDED ACTION:

Authorize the requested funding amount of \$8,421.23 allocated from the ADA Capital Fund as recommended by the Accessibility Advisory Committee.

STAFF CONTACT:

Rashelle Douglas, Safety & Risk Manager

Attachments:

1. AAC Recommendations

RECREATION

- 1 Female restroom sign
- 1 Combo Male – Female – Wheelchair restroom sign
- 2 Exterior signs (Front and Rear Entrances)
- 2 Sink piping covers
- 3 Doors to adjust

LABOR

- .5 Hours to install each sign for a total of 2 Hours
- .5 Hours to install each sink piping cover for a total of 1 Hour
- .5 Hours to adjust each door for a total of 1.5 Hours

Total Labor – 4.5 Hours

Shop Labor is \$155.00 an hour for a total labor cost of \$697.50

MATERIALS

- 2 Restroom signs at \$25.00 each for a total of \$50.00
- 2 Exterior entrance signs at \$60.00 each for a total of \$120.00
- 2 Sink piping covers at \$10.00 each for a total of \$20.00

Total Materials - \$205.58

Total - \$903.08

ELKS WAR MEMORIAL

- 1 Female restroom sign
- 1 Male restroom sign
- 1 Entrance sign
- 4 Sink piping covers
- 5 Doors to adjust

LABOR

- .5 Hours to install each sign for a total of 1.5 Hours
- .5 Hours to install each sink piping cover for a total of 2 Hours
- .5 Hours to adjust each door for a total of 2.5 Hours

Total Labor – 6 Hours

Shop Labor rate is \$155.00 an hour for a total labor cost of \$930.00

MATERIALS

- 2 Restroom signs at \$25.00 each for a total of \$50.00
- 1 Exterior signs at \$60.00
- 4 Sink piping covers at \$10.00 each for a total of \$40.00

Total Materials - \$162.30

Total - \$1092.30

LIBRARY

1 Female restroom sign

1 Male restroom sign

1 Auditorium sign

6 Pipe covers

3 Doors to adjust

LABOR

.5 Hours to install each sign for a total of 1.5 Hours

.5 Hours to install each sink piping cover for a total of 3 Hours

.5 Hours to adjust each door for a total of 1.5 Hours

Total Labor – 6 Hours

Shop Labor rate is \$155 an hour for a total labor cost of \$930.00

MATERIALS

2 Restroom signs at \$25.00 each for a total of \$50.00

1 Room sign at \$60.00

6 Sink piping covers at \$10.00 each for a total of \$60.00

Total Materials - \$183.94

Total - \$1113.94

POLICE STATION

1 Door to adjust

LABOR

.5 Hours to adjust each door for a total of .5 Hours

Total Labor – .5 Hours

Shop Labor rate is \$155.00 and hour for a total labor cost of \$77.50

Total - \$77.50

CITY HALL

- 2 Female restroom signs
- 2 Male restroom signs
- 1 Community Development sign
- 1 Finance – Utilities Department sign
- 1 Executive Offices sign
- 1 Council Chambers sign
- 1 Conference Room sign
- 1 Training Room sign
- 4 Sink piping covers
- 12 Doors to adjust

LABOR

- .5 Hours to install each sign for a total of 5 Hours
- .5 Hours to install each sink piping cover for a total of 2 Hours
- .5 Hours to adjust each door for a total of 6 Hours

Total Labor – 13 Hours

Shop Labor rate is \$155.00 an hour for a total labor cost of \$2015.00

MATERIALS

- 6 Department – Room signs at \$60.00 each for a total of \$360.00
- 4 Restroom signs at \$25.00 each for a total of \$100.00
- 4 Sink piping covers at \$10.00 each for a total of \$40.00

Total Materials - \$541.00

Total - \$2556.00

MCCLELLAND ARTS CENTER

- 1 Entry sign —
- 1 Male bathroom sign
- 1 Female bathroom sign
- 4 Sink piping covers
- 17 Doors to adjust

LABOR

- .5 Hours to install each sign for a total of 1.5 Hours
- .5 Hours to install each sink piping cover for a total of 2 Hours
- .5 Hours to adjust each door for a total of 8.5 Hours

Total Labor - 12 Hours

Shop Labor rate is \$155.00 an hour for a total labor cost of \$1860.00

MATERIALS

- 1 Entry Sign at \$60.00
- 2 Restroom signs at \$25.00 each for a total of \$50.00
- 4 Sink piping covers at \$10.00 each for a total of \$40.00

Total Materials - \$162.30

Total - \$2022.30

WOMENS CLUB

1 Male restroom sign

1 Female restroom sign

1 Combo male – Female – Wheelchair restroom sign

3 Sink piping covers

1 Door to adjust

LABOR

.5 Hours to install each sign for a total of 1.5 Hours

.5 Hours to install each sink piping cover for a total of 1.5 Hours

.5 Hours to adjust 1 door

Total Labor – 3.5 Hours

Shop Labor rate is \$155.00 an hour for a total labor cost of \$542.50

MATERIALS

3 Restroom signs at \$25.00 each for a total of \$75.00

3 Sink piping covers at \$10.00 each for a total of \$30.00

Total Materials - \$113.61

Total - \$656.11



City of Longview

Agenda Summary

ORDINANCE NO. 3491 - AMENDING CHAPTER 18.10.070 OF THE LONGVIEW MUNICIPAL CODE REGARDING ABOVE GROUND FUEL TANKS

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3491

DATE: September 14, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Section 18.10.070 of the Longview Municipal Code outlines and limits the zoning districts wherein above-ground storage tanks containing flammable and combustible liquids are allowed. Specifically, these tanks are currently allowed only in districts designated as Light Industrial A, Light Industrial B, and Heavy Industrial. This limitation has been found to force some businesses outside of these districts to use portable containers to store and dispense these liquids, creating a higher likelihood of spills and increasing the potential for fires. Allowing above-ground tanks as proposed is a proven method of safer storage and dispensing.

RECOMMENDED ACTION:

Motion to adopt Ordinance No. 3491, amending Section 18.10.070 as proposed and providing that 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.

STAFF CONTACT:

Jim Kambeitz, Fire Chief

Jon Dunaway, Fire Marshal

Attachments:

1. Ord 3491 Amendment to AG Tanks
2. AG Tank Ordinance Final Version
3. AG Tank Ordinance Red Line Version

ORDINANCE NO. 3491

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON AMENDING LMC 18.10.070 ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE ABOVEGROUND TANKS IS TO BE PROHIBITED.

WHEREAS, the Longview Municipal Code adopts and amends the International Fire Code as adopted by the state of Washington; and

WHEREAS, the City has the authority to amend Chapter 18.10.070 that establishes limitations for locations and quantities for aboveground tanks containing flammable and combustible liquids; and

WHEREAS, amending this chapter as proposed, expands the zoning districts that allow aboveground tanks and provides a safer method for businesses to store and dispense such liquids;

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

Section 1 That Chapter 18.10.070 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:

18.10.070 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is to be prohibited.

(1) The limits referred to in Section 5704.2.9.6.1 of the fire code in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited are established as follows:

- (a) in all of the classified use districts listed in LMC 19.06.070 except for light industrial-A, light industrial-B, heavy industrial, mixed use commercial / industrial, regional commercial, general commercial, and country club;
- (b) provided, however, that class II combustible liquids in quantities not exceeding 660 gallons may be stored for the purpose of providing electrical generation power for emergency systems in all of the classified districts listed in LMC 19.06.070 in aboveground tanks;
- (c) and provided further, that quantities of class II combustible liquids exceeding 660 gallons and up to 2,000 gallons may be stored for the purpose of providing

electrical generation power for emergency systems in all of the classified districts listed in LMC 19.06.070 in aboveground tanks which are listed as both “protected” and “fire-resistant” in accordance with UL Standard 2085;;

EXCEPTIONS: Light industrial A, light industrial B, and heavy industrial districts

- (d) and provided further that tanks storing flammable and combustible liquids for the purpose of fueling small equipment and portable containers exceeding 660 gallons and up to 2,000 gallons shall be ‘protected’ and ‘fire-resistant’ in accordance with UL Standard 2085.

EXCEPTIONS: Light industrial A, light Industrial B, and heavy industrial districts

(2) The limits referred to in Section 5706.2.4.4 of the fire code, where flammable or combustible liquids are prohibited, are established as follows: all of the classified use districts as listed in LMC 19.06.070 except for industrial districts light industrial-A district, light industrial-B district and heavy industrial district. (Ord. 3438 § 1, 2020; Ord. 3322 § 1, 2016; amended during 9/15 supplement; Ord. 3246 § 1, 2013; Ord. 3175 § 4, 2011; Ord. 3136 § 1, 2010; Ord. 3000 § 1, 2007; Ord. 2959 § 1, 2006; Ord. 2896 § 1, 2004).

(3) The installation of all above-ground tanks shall be approved by the fire prevention division and subject to the applicable provisions of the International Fire Code.

Section 2 That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 3 Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4 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 14th day of September, 2023.

Approved by the Mayor this 14th day of September, 2023.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Dana Gigler, City Attorney
Published: 9-21-2023

18.10.070 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is to be prohibited.

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- (b) provided, however, that class II combustible liquids in quantities not exceeding 660 gallons may be stored for the purpose of providing electrical generation power for emergency systems in all of the classified districts listed in LMC [19.06.070](#) in aboveground tanks;;
- (c) and provided further, that quantities of class II combustible liquids exceeding 660 gallons and up to 2,000 gallons may be stored for the purpose of providing electrical generation power for emergency systems in all of the classified districts listed in LMC [19.06.070](#) in aboveground tanks which are listed as both “protected” and “fire-resistant” in accordance with UL Standard 2085;
EXCEPTIONS: Light industrial A, light industrial B, and heavy industrial districts
- (d) and provided further that tanks storing flammable and combustible liquids for the purpose of fueling small equipment and portable containers exceeding 660 gallons and up to 2,000 gallons shall be ‘protected’ and ‘fire-resistant’ in accordance with UL Standard 2085.
EXCEPTIONS: Light industrial A, light Industrial B, and heavy industrial districts

(2) The limits referred to in Section 5706.2.4.4 of the fire code, where flammable or combustible liquids are prohibited, are established as follows: all of the classified use districts as listed in LMC [19.06.070](#) except for industrial districts light industrial-A district, light industrial-B district and heavy industrial district. (Ord. 3438 § 1, 2020; Ord. 3322 § 1, 2016; amended during 9/15 supplement; Ord. 3246 § 1, 2013; Ord. 3175 § 4, 2011; Ord. 3136 § 1, 2010; Ord. 3000 § 1, 2007; Ord. 2959 § 1, 2006; Ord. 2896 § 1, 2004).

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- (a) in all of the classified use districts listed in LMC 19.06.070 except for ~~industrial districts~~ light industrial-A ~~district~~, light industrial-B ~~district~~, and heavy industrial, mixed use commercial / industrial, regional commercial, general commercial, and country club district;
- (b) provided, however, that class II combustible liquids in quantities not exceeding 660 gallons may be stored for the purpose of providing electrical generation power for emergency systems in all of the classified districts listed in LMC 19.06.070 in aboveground tanks; ~~approved by the fire prevention division and subject to the provisions of Chapter 57 of the fire code~~;
- (c) and provided further, that quantities of class II combustible liquids exceeding 660 gallons and up to 2,000 gallons may be stored for the purpose of providing electrical generation power for emergency systems in all of the classified districts listed in LMC 19.06.070 in aboveground tanks which are listed as both “protected” and “fire-resistant” in accordance with UL Standard 2085; ~~approved by the fire prevention division, and subject to the provisions of Chapter 57 of the fire code~~;
EXCEPTIONS: Light industrial A, light industrial B, and heavy industrial districts
- (d) and provided further that tanks storing flammable and combustible liquids for the purpose of fueling small equipment and portable containers exceeding 660 gallons and up to 2,000 gallons shall be ‘protected’ and ‘fire-resistant’ in accordance with UL Standard 2085.
EXCEPTIONS: Light industrial A, light Industrial B, and heavy industrial districts

(2) The limits referred to in Section 5706.2.4.4 of the fire code, where flammable or combustible liquids are prohibited, are established as follows: all of the classified use districts as listed in LMC 19.06.070 except for industrial districts light industrial-A district, light industrial-B district and heavy industrial district. (Ord. 3438 § 1, 2020; Ord. 3322 § 1, 2016; amended during 9/15 supplement; Ord. 3246 § 1, 2013; Ord. 3175 § 4, 2011; Ord. 3136 § 1, 2010; Ord. 3000 § 1, 2007; Ord. 2959 § 1, 2006; Ord. 2896 § 1, 2004).

(3) The installation of all above-ground tanks shall be approved by the fire prevention division and subject to the applicable provisions of the International Fire Code.



City of Longview

Agenda Summary

ORDINANCE NO. 3489 – AMENDING CHAPTERS 15.12 AND 15.26 OF THE LMC REGARDING SANITARY SEWER SERVICE CHARGES AND USE OF PUBLIC SEWERS

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3489

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continued effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

An inconsistency in the Longview Municipal Code (LMC) was discovered that created a disparity among sanitary sewer rate payers. Currently, the LMC requires residents within 300' of a municipal sanitary sewer to pay the base sewer rate, even though they are not connected to the sanitary sewer. Similarly, the LMC requires the same residents to connect to the sanitary sewer even though they may have a functional, permitted septic system.

To correct this, this ordinance contains two changes to the LMC:

- A change to LMC 15.12 will require payment of the base sewer when connected to the sanitary sewer.
- A change to LMC 15.26 sets criteria for a resident that is currently using a functioning, permitted septic system to be compelled to connect to the public sanitary sewer. This criteria mirrors the criteria as set forth in WAC 246-272A-0025, Connection to Public Sewer System.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. ORD 3489 - sewer connections
2. Chapter 15 - redlined
3. Chapter 15 - changes accepted

ORDINANCE NO. 3489

AN ORDINANCE AMENDING CHAPTER 15.12, “RATES – REVENUES – PERMIT FEES” AND CHAPTER 15.26, “SEWAGE DISPOSAL” TO ENSURE PARITY AMONG RATE PAYERS.

WHEREAS, the Longview Municipal Code should create parity among rate payer classes, and

WHEREAS, an inconsistency was discovered in the Longview Municipal Code (LMC) that created a disparity among sanitary sewer rate payers, and

WHEREAS, the City of Longview strives to protect private property rights, and

WHEREAS, amendments to the LMC are required to accomplish these purposes.

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

Section 1 That Chapter 15.12. 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:

Chapter 15.12

RATES – REVENUES – PERMIT FEES*

Sections:

15.12.010 Revenues.

15.12.020 Sanitary sewer service charges – Within corporate limits.

15.12.030 Sanitary sewer service charges – Outside corporate limits.

15.12.040 Sanitary sewer service charges – When payable.

15.12.050 Penalties for delinquent payment.

15.12.060 Enforcement of collection – Lien – Shutoff of water.

***For the statutory provisions authorizing cities and towns to control the rates and charges for the use of sewer systems, provided that rates charged be uniform for the same class of customers or service, see RCW 35.67.020.**

15.12.010 Revenues.

The rates to be charged for sanitary sewer service shall be fixed by ordinance or resolution, and shall be adequate to provide for ordinary maintenance, bond redemption, operational costs of the system and for a betterment reserve to provide for replacement, extensions and additions to the system not otherwise provided for in this article. (Ord. 1540 § 1, 1971; Ord. 862 § 3, 1956).

15.12.020 Sanitary sewer service charges – Within corporate limits.

(1) There is levied a monthly sanitary sewer disposal service charge against all improved properties connected to the City sanitary sewer, said sewage disposal service charge being in the amount as established from time to time by resolution of the city council.

As a condition to the furnishing of such sanitary sewer service, the city may require a deposit, as set from time to time by resolution of the city council. Such deposit shall be made to the water department through the finance department of the city. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon the applicant's advising the department of finance of the city that such sanitary sewer service is no longer required by the applicant and the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return the deposit to the applicant, and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new deposit is made with the city.

(2) Notwithstanding the charges fixed by any such resolution, whenever any person shall discharge into the sanitary sewer system waste materials which, in the judgment of the director of field services (director of public works) of the city, require treatment in excess of that required for normal domestic sewage, such person shall pay such special rates for sewage disposal service as shall be fixed by resolution of the city council.

(3) Any person having his own water supply, or a public water supply other than that of the city, but who uses the sanitary sewer system of the city for the disposal of sewage or waste materials, shall pay a monthly sanitary sewer disposal service charge equal to the residential sanitary sewer service charge, payable by other users of the sanitary sewer disposal service residing within the city, as fixed by any such resolution. Such sanitary sewer service charge shall be paid to the city through its finance department.

As a condition to the furnishing of such sanitary sewer service, the city may require a deposit, as set from time to time by resolution of the city council. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent

amount due for such sanitary sewer disposal service. Upon the applicant's advising the department of finance of the city that such service is no longer required by the applicant and the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return the deposit to the applicant, and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new deposit is made with the city. (Ord. 1891 § 1, 1978; Ord. 1794 § 2, 1976; Ord. 1540 § 1, 1971; Ord. 1465 § 1, 1970; Ord. 914 § 1, 1957).

15.12.030 Sanitary sewer service charges – Outside corporate limits.

(1) There is levied a monthly sanitary sewer service charge against all improved properties located outside the corporate limits of the city and being furnished with the city's sanitary sewer service through the city's sanitary sewer system. Said sewer disposal service charge shall be in the amounts as set forth from time to time by resolution of the city council. As a part of such service charge, each such improved property shall pay such additional amount, as provided by any such resolution of the city council, as shall be necessary to reimburse the city for existing disposal facilities financed by the city as pumping stations, interceptor lines and treatment facilities.

(2) All accounts for such sanitary sewer disposal shall be kept by the city in the name of the applicant for such service. As a condition to the furnishing of such service, the city may require a deposit as set from time to time by resolution of the city council, said deposit to be made to the water department through the department of finance of the city. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon applicant's advising the department of finance of the city that such service is no longer required by the applicant, the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return said deposit to the applicant and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new applicant shall make a like deposit with the city. All billings for such service shall be mailed to the applicant who makes such deposit. All such billings shall become delinquent if not paid within thirty days after the date shown on any such billing and shall thereafter be subject to a penalty payment as provided under LMC 15.12.050. (Ord. 2762 § 1, 2000; Ord. 2552 § 1, 1994; Ord. 1794 § 3, 1976; Ord. 1540 § 1, 1971; Ord. 1465 § 2, 1970).

15.12.040 Sanitary sewer service charges – When payable.

The rates and charges in LMC 15.12.020 and 15.12.030 for sanitary sewage disposal service shall be due and payable with the monthly water bill of the city and shall become delinquent at the same time the monthly city water bill becomes delinquent as provided by the present ordinances of the city and future amendments thereto. (Ord. 914 § 3, 1957).

15.12.050 Penalties for delinquent payment.

(1) Any delinquent sanitary sewer disposal service charge shall have added thereto a penalty charge, as set from time to time by resolution of the city council. Such penalty charge shall be assessed for each full 30-day period of delinquency.

(2) If any employee of the city is required to make a call in person upon the delinquent account debtor for the purpose of attempting to collect such delinquent account, an additional penalty, as set from time to time by resolution of the city council, shall be added to such account regardless of whether or not the same is collected as a result of such personal demand for payment. (Ord. 1891 § 2, 1978; Ord. 1540 § 1, 1971; Ord. 914 § 4, 1957).

15.12.060 Enforcement of collection – Lien – Shutoff of water.

(1) The aforesaid charges and penalties, if any, for sanitary sewage disposal service shall be a lien upon the property against which the charge is levied, superior to all other liens or encumbrances except those for general taxes, special assessments and city water service. Enforcement of such lien, or liens, shall be in the manner provided by law for the enforcement of the same.

(2) In addition to said lien rights, in the event that any such charge for sewage disposal service is not paid before delinquency, the city shall have the right to shut off the water or disconnect the sanitary sewer line furnished to the premises for which any such charge is delinquent, without further notice. Said water shall not be turned on again or sanitary sewer reconnected until such charge, including penalties, if any, together with a charge as set from time to time by the city council for turning on said water or reconnecting said sanitary sewer service, has been paid to the city. (Ord. 1891 § 3, 1978; Ord. 1540 § 1, 1971; Ord. 914 § 5, 1957).

Section 2 That Chapter 15.26. 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:

Chapter 15.26

SEWAGE DISPOSAL

Sections:

15.26.010 Purpose.

15.26.020 Definitions.

15.26.030 Use of public sewers required.

15.26.040 Private sewage disposal – Septic tank.

15.26.050 Building sewers and connections.

15.26.060 Regulations regarding the use of public sewers.

15.26.070 Protection from damage.

15.26.080 Abatement of violations of this chapter.

15.26.090 TRRWA discharge pretreatment regulations – Adopted by reference.

15.26.010 Purpose.

The purpose of this chapter is to protect the public health by providing standards for the collection, treatment and disposal of sewage within the city. (Ord. 1794 § 8, 1976).

15.26.020 Definitions.

(1) “B.O.D.” (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, expressed in parts per million by weight.

(2) “Building drain” means that part of the lowest piping of the building sanitary sewer drainage system that receives the discharge from soil, waste, and other sewer drainage pipes inside the walls of the building and conveys it to the building sewer beginning two feet outside the building wall.

(3) “Building sewer” means that part of the horizontal piping of the sanitary sewer drainage system that extends from the end of the building drain and that receives the discharge of the building drain and conveys it to the public sewer.

(4) “Garbage” means solid waste from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

(5) “pH” means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(6) “Sanitary sewer” means a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

(7) “Sewage treatment plant” means any arrangement of devices and/or structures used for treating sewage, including the West Longview sewage treatment lagoon.

(8) “Shredded garbage” means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions nominally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

(9) “Storm sewer” means a sewer which carries storm and surface waters and drainage but excludes sewage and polluted industrial wastes.

(10) "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

(11) "User" means any person, firm, or any corporation who discharges any substance into the sanitary sewer system of the city.

(12) NPDES. The abbreviated term "NPDES" as used in this chapter means National Pollutant Discharge Elimination System. (Ord. 3195 § 1, 2012; Ord. 2245 § 2, 1986; Ord. 1794 § 8, 1976).

15.26.030 Use of public sewers required.

(1) The owner of any house, building or property used for human occupancy, employment, recreation, business, or where people congregate, situated within the city and abutting on any street, alley or right-of-way, in which there is now or shall hereafter be located a public sanitary sewer of the city, is required at his sole expense to connect all waste drains therein directly to the public sanitary sewer, in accordance with the provisions of this chapter and Chapter 15.16 LMC, within 60 days after the date of official notice to do so, provided that said public sanitary sewer is within 300 feet of the property line.

Except: Any house, building, or property which is connected to an existing and fully operational on-site sewage system. Owners and/or residents of property using any such on-site sewage system shall cooperate with all reasonable requests by the City to inspect said on-site sewage system. Such inspections shall not be more often than once in any 12-month period.

When adequate public sewer services are available within three hundred feet of the residence or facility, the Director, upon the failure of an existing on-site sewage system may:

- a. Require hook-up to a public sewer system; or
- b. Permit the repair or replacement of the on-site sewage system only if a conforming system can be designed and installed.

The owner of an on-site sewage system that has failed shall abandon the on-site sewage system and connect the residence or other facility to a public sewer system when:

- a. The distance between the residence or other facility and an adequate public sewer is three hundred feet or less as measured along the usual or most feasible route of access; and
- b. The sewer utility allows the sewer connection.

The owner of a residence or other facility served by a system meeting the requirements of WAC 246-272a-0280 Table IX shall abandon the on-site system, and connect the residence or other facility to a public sewer system when:

- a. Connection is deemed necessary to protect public health by the local health officer;
- b. An adequate public sewer becomes available within three hundred feet of the residence or other facility as measured along the usual or most economically feasible route of access; and

c. The sewer utility allows the sewer connection.

(2) Whenever upon inspection any building or premises, or part thereof, is found unfit for human habitation by reason of defective plumbing, lack of sanitary plumbing or toilet facilities, drainage system, building sewer or private sewage disposal system, the director of community and economic development shall require the vacation of such building, premises or part thereof within 10 days after the date of official notice to do so, and a written order shall be conspicuously posted on the building or premises, and where practicable, shall be served upon the owner, agent or occupant of such premises, and it is unlawful for any person to fail, neglect or refuse to comply with such order or fail to vacate such premises when so ordered.

(3) Maintenance, repair, and rehabilitation of a building sewer shall be the responsibility of the property owner as follows:

(a) All costs and expenses incident to the routine maintenance of the entire building sewer, from building drain to the public sewer, shall be borne by the owner of the premises served by the building sewer.

(b) All costs and expenses incident to the repair, rehabilitative maintenance, or replacement of that portion of the building sewer from the building drain to the property line, right-of-way line, or public sewer easement line, shall be borne by the owner of the premises served by the building sewer.

(c) All costs and expenses incident to the repair, rehabilitative maintenance, or replacement of that portion of the building sewer from the property line, right-of-way line, or public sewer easement line, to the public sewer shall be borne by the city, except when, as determined by the city, the building sewer damage is directly or indirectly caused by the owner of the premises served by the building sewer or caused by an act or omission of said owner, the cost for such maintenance shall be charged to said owner. Any costs so charged and not paid within 30 days of the date of billing shall constitute a lien against the property served by the building sewer.

(d) For the purposes of this section, "routine maintenance" means operational maintenance of a building sewer, including, but not limited to, cleaning or rodding to clear grease or other internal obstructions or substances that have been discharged or allowed to accumulate in the building sewer that may interfere with the operation of the building sewer.

(e) The term "rehabilitative maintenance" means repair or major maintenance of a building sewer, including but not limited to, construction, reconstruction, lining, or excavation and repair of damage to the building sewer caused by external forces or failure of the pipe or pipe material. Cutting or removal of roots from the building sewer shall be considered rehabilitative maintenance; responsibility for such maintenance shall be determined by the location at which the roots enter the building sewer.

(4) Whenever upon inspection the building sewer, from building drain to property line, right-of-way line, or public sewer easement line, is found to be defective, a written notice shall be mailed to the owner of record and the owner shall be required within 60 days to make the necessary repairs to meet the city code.

(5) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage. (Ord. 3195 § 2, 2012; Ord. 2774 § 1, 2000; Ord. 2288 § 1, 1981; Ord. 1794 § 8, 1976).

15.26.040 Private sewage disposal – Septic tank.

(1) Where a public sanitary sewer is not available, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section. Such private sewage disposal systems shall only be approved septic tanks and must receive written approval from the director of field services (public works) and the city's health officer. Cesspools may be permitted for temporary use where plans are underway for the installation of public sanitary sewers. Any use of cesspools must also have written approval of the director of field services (public works) and the city's health officer.

(2) Before starting any construction of a private sewage disposal system, the owner or his contractor shall first obtain a written permit from the department of community and economic development with concurrence of the director of field services (public works). The application for such permit shall be made on a form furnished by the city. The applicant shall also supply plans, specifications, and other information as may be deemed necessary by the city.

(3) No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 6,000 square feet. No septic tank or cesspool shall be permitted to discharge to any public sewer, natural outlet or to the ground surface.

(4) At such times as a public sanitary sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sanitary sewer in compliance with the terms of this article, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with sand, gravel or soil or any combination thereof.

(5) The owner shall operate and maintain private sewage disposal facilities in a sanitary manner at all times at his own expense.

(6) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the State of Washington Health Department. (Ord. 2774 § 1, 2000; Ord. 2288 § 2, 1987; Ord. 1794 § 8, 1976).

15.26.050 Building sewers and connections.

(1) No person shall install, uncover, make connections with or openings into, use, alter or disturb any public sewer, building sewer or appurtenance thereof without first obtaining a written permit from the department of community and economic development and written concurrence from the director of public works. All connections to the public sewers shall be installed according to city standard plans and specifications in effect at the time of plan submittal.

(2) There shall be two classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes as approved by the Washington State Department of Ecology. For either class, the owner or his contractor shall make application on the form

furnished by the department of community and economic development. The permit application shall be supplemented by such plans, specifications, or other information considered necessary to ensure compliance with the provisions of this chapter.

(3) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner of the property provided with sewage service. The property owner or his contractor, whoever does the actual sewer installation, shall reimburse the city for any loss or damage that may be caused to city property by the installation of the building sewer.

(4) Where the property owner or his contractor is required to excavate within a street or other public right-of-way, a performance bond, cash deposit or certified check shall be placed with the city in an amount established by resolution of the city council. Such bond, deposit or check shall be returned to the owner or his contractor when such completed installation has received final written approval from the director of public works.

(5) A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another building on the same lot and under the same ownership. No building sewer, however, may extend under another building. (Ord. 3195 § 3, 2012; Ord. 2774 § 1, 2000; Ord. 2288 §§ 3, 4, 1987; Ord. 1794 § 8, 1976).

15.26.060 Regulations regarding the use of public sewers.

(1) Sanitary Sewer – Restricted Use. No user shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters into any sanitary sewer, except refrigeration water as permitted by other ordinances of the city.

(2) Storm Water. Storm water and all other unpolluted drainage shall be discharged into such sewers as may be specifically designated as storm sewers, or to a natural outlet approved by the director of public works. Industrial cooling water or unpolluted process waters may be discharged into a storm sewer or natural outlet with the approval of the director of public works.

(3) General Discharge Prohibitions. In this text no user shall contribute or cause to be contributed directly or indirectly any pollutant or wastewater which will interfere with the operation or performance of the sewage treatment plant. These prohibitions apply to all users of the sewage treatment plant, whether or not the user is subject to “national categorical pretreatment standards” or any other national, state or local pretreatment standards or requirements. A user may not contribute any pollutant or wastewater to the sewage treatment plant that is prohibited by Section 2.1 of the “Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy,” as adopted by LMC 15.26.090.

(4) Monitoring Facilities.

(a) The city may require to be provided and operated, at the user’s own expense, monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should nominally be located on the user’s premises, but the city may, when such a location would be impractical or cause undue hardship

on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

(b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

(c) Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city.

(5) Inspection and Sampling. The city may inspect the facilities of any user to ascertain whether the purpose of this section is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. Federal, state and local authorities shall have the right to set up on the user's property such devices as are necessary to conduct a sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, federal, state and/or local agents will be permitted to enter without delay, for the purpose of performing their specific responsibilities.

(6) Pretreatment. Users shall provide necessary wastewater treatment as required to comply with this section and LMC 15.26.090. Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review, and shall be acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this section and LMC 15.26.090. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the city prior to the user's initiation of the changes.

(7) Grease, Oil and Sand Interceptors.

(a) Grease, oil and sand interceptors shall be provided, installed, and properly maintained by the owner in all hospitals, all restaurants or places where food is processed for consumption, garages, gasoline stations, car washes, repair shops and all areas where automobiles, trucks, buses and other vehicles are washed or otherwise cleaned. Such interceptors shall also be provided in all other business establishments when it becomes apparent, due to any damage or obstruction of the sewer system, that such interceptors are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the

director of public works and shall be located as to be readily and easily accessible for cleaning and inspection.

(b) Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight, and shall be maintained by the owner in continuously efficient operation at all times, at the owner's expense.

(8) Harmful Contributions.

(a) The city may suspend the wastewater service when such suspension is necessary, in the opinion of the city, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the sewage treatment plant, or causes the city to violate any condition of its NPDES permit or the NPDES permit of the Three Rivers Regional Wastewater Authority.

(b) Any person notified of a suspension of the wastewater treatment service shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as are deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the sewage treatment plant or endangerment to any individuals. The city shall reinstate the wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within 15 days of the date of occurrence.

(9) Special Agreements. No provision of this section shall be construed as preventing any special agreement or arrangement between the city and any commercial or industrial concern or business whereby a sanitary sewer discharge of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the commercial or industrial concern or business. (Ord. 3204 § 1, 2012; Ord. 2413 § 1, 1990; Ord. 2245 § 3, 1986; Ord. 1794 § 8, 1976).

15.26.070 Protection from damage.

(1) In the event any person shall, through accident or neglect, break, destroy or in any way damage any structure, appurtenance, or equipment which is a part of the city's sewage facilities, such person shall pay the cost of repairing or replacing such damaged or destroyed property. It shall be duty of the director of field services (public works) to determine the extent of the damage and to have the property so damaged either replaced or repaired according to the city's specifications and at the sole cost and expense of the person causing such damage.

(2) No person shall maliciously or willfully break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the city's sewage facilities. Any person violating

this provision shall be liable for damages to such facility or portion thereof in addition to penalties as provided in LMC 1.28.010. (Ord. 1794 § 8, 1976).

15.26.080 Abatement of violations of this chapter.

The imposition of the penalties herein prescribed shall not preclude the city's corporation counsel from instituting an appropriate action to restrain, correct or abate any violation of the terms of this chapter. (Ord. 1794 § 8, 1976).

15.26.090 TRRWA discharge pretreatment regulations – Adopted by reference.

That certain document titled "Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy" adopted on May 9, 2012, the effective date of which is June 27, 2012, is hereby adopted as official rules and regulations of the city of Longview setting forth industrial pretreatment requirements and regulations for discharges into the city's wastewater system. For purposes of this adoption, "Member Entity," as used in that policy, shall mean the city of Longview. Further, subsequent editions of the policy shall become official rules and regulations of the city of Longview as the same are adopted by the Three Rivers Regional Wastewater Authority; provided, however, the subsequent editions shall only become effective upon the new edition being filed with the city clerk. (Ord. 3204 § 2, 2012).

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

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

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

Section 6. 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 14th day of September, 2023.

Approved by the Mayor this 14th day of September, 2023.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Dana Gigler
City Attorney

Published: _____

Chapter 15.12

RATES – REVENUES – PERMIT FEES*

Sections:

- 15.12.010 Revenues.
- 15.12.020 Sanitary sewer service charges – Within corporate limits.
- 15.12.030 Sanitary sewer service charges – Outside corporate limits.
- 15.12.040 Sanitary sewer service charges – When payable.
- 15.12.050 Penalties for delinquent payment.
- 15.12.060 Enforcement of collection – Lien – Shutoff of water.

*For the statutory provisions authorizing cities and towns to control the rates and charges for the use of sewer systems, provided that rates charged be uniform for the same class of customers or service, see RCW 35.67.020.

15.12.010 Revenues.

The rates to be charged for sanitary sewer service shall be fixed by ordinance or resolution, and shall be adequate to provide for ordinary maintenance, bond redemption, operational costs of the system and for a betterment reserve to provide for replacement, extensions and additions to the system not otherwise provided for in this article. (Ord. 1540 § 1, 1971; Ord. 862 § 3, 1956).

15.12.020 Sanitary sewer service charges – Within corporate limits.

(1) There is levied a monthly sanitary sewer disposal service charge against all improved properties ~~located within 300 feet of any sanitary sewer line of the city~~connected to the City sanitary sewer, said sewage disposal service charge being in the amount as established from time to time by resolution of the city council.

As a condition to the furnishing of such sanitary sewer service, the city may require a deposit, as set from time to time by resolution of the city council. Such deposit shall be made to the water department through the finance department of the city. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon the applicant's advising the department of finance of the city that such sanitary sewer service is no longer required by the applicant and the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the

city shall return the deposit to the applicant, and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new deposit is made with the city.

(2) Notwithstanding the charges fixed by any such resolution, whenever any person shall discharge into the sanitary sewer system waste materials which, in the judgment of the director of field services (director of public works) of the city, require treatment in excess of that required for normal domestic sewage, such person shall pay such special rates for sewage disposal service as shall be fixed by resolution of the city council.

(3) Any person having his own water supply, or a public water supply other than that of the city, but who uses the sanitary sewer system of the city for the disposal of sewage or waste materials, shall pay a monthly sanitary sewer disposal service charge equal to the residential sanitary sewer service charge, payable by other users of the sanitary sewer disposal service residing within the city, as fixed by any such resolution. Such sanitary sewer service charge shall be paid to the city through its finance department.

As a condition to the furnishing of such sanitary sewer service, the city may require a deposit, as set from time to time by resolution of the city council. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon the applicant's advising the department of finance of the city that such service is no longer required by the applicant and the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return the deposit to the applicant, and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new deposit is made with the city. (Ord. 1891 § 1, 1978; Ord. 1794 § 2, 1976; Ord. 1540 § 1, 1971; Ord. 1465 § 1, 1970; Ord. 914 § 1, 1957).

15.12.030 Sanitary sewer service charges – Outside corporate limits.

(1) There is levied a monthly sanitary sewer service charge against all improved properties located outside the corporate limits of the city and being furnished with the city's sanitary sewer service through the city's sanitary sewer system. Said sewer disposal service charge shall be in the amounts as set forth from time to time by resolution of the city council. As a part of such service charge, each such improved property shall pay such additional amount, as provided by any such resolution of the city council, as shall be necessary to reimburse the city for existing disposal facilities financed by the city as pumping stations, interceptor lines and treatment facilities.

(2) All accounts for such sanitary sewer disposal shall be kept by the city in the name of the applicant for such service. As a condition to the furnishing of such service, the city may require a deposit as set from

time to time by resolution of the city council, said deposit to be made to the water department through the department of finance of the city. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon applicant's advising the department of finance of the city that such service is no longer required by the applicant, the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return said deposit to the applicant and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new applicant shall make a like deposit with the city. All billings for such service shall be mailed to the applicant who makes such deposit. All such billings shall become delinquent if not paid within thirty days after the date shown on any such billing and shall thereafter be subject to a penalty payment as provided under LMC 15.12.050. (Ord. 2762 § 1, 2000; Ord. 2552 § 1, 1994; Ord. 1794 § 3, 1976; Ord. 1540 § 1, 1971; Ord. 1465 § 2, 1970).

15.12.040 Sanitary sewer service charges – When payable.

The rates and charges in LMC 15.12.020 and 15.12.030 for sanitary sewage disposal service shall be due and payable with the monthly water bill of the city and shall become delinquent at the same time the monthly city water bill becomes delinquent as provided by the present ordinances of the city and future amendments thereto. (Ord. 914 § 3, 1957).

15.12.050 Penalties for delinquent payment.

(1) Any delinquent sanitary sewer disposal service charge shall have added thereto a penalty charge, as set from time to time by resolution of the city council. Such penalty charge shall be assessed for each full 30-day period of delinquency.

(2) If any employee of the city is required to make a call in person upon the delinquent account debtor for the purpose of attempting to collect such delinquent account, an additional penalty, as set from time to time by resolution of the city council, shall be added to such account regardless of whether or not the same is collected as a result of such personal demand for payment. (Ord. 1891 § 2, 1978; Ord. 1540 § 1, 1971; Ord. 914 § 4, 1957).

15.12.060 Enforcement of collection – Lien – Shutoff of water.

(1) The aforesaid charges and penalties, if any, for sanitary sewage disposal service shall be a lien upon the property against which the charge is levied, superior to all other liens or encumbrances except those for general taxes, special assessments and city water service. Enforcement of such lien, or liens, shall be in the manner provided by law for the enforcement of the same.

(2) In addition to said lien rights, in the event that any such charge for sewage disposal service is not paid before delinquency, the city shall have the right to shut off the water or disconnect the sanitary sewer line furnished to the premises for which any such charge is delinquent, without further notice. Said water shall not be turned on again or sanitary sewer reconnected until such charge, including penalties, if any, together with a charge as set from time to time by the city council for turning on said water or reconnecting said sanitary sewer service, has been paid to the city. (Ord. 1891 § 3, 1978; Ord. 1540 § 1, 1971; Ord. 914 § 5, 1957).

Chapter 15.26
SEWAGE DISPOSAL

Sections:

- 15.26.010 Purpose.
- 15.26.020 Definitions.
- 15.26.030 Use of public sewers required.
- 15.26.040 Private sewage disposal – Septic tank.
- 15.26.050 Building sewers and connections.
- 15.26.060 Regulations regarding the use of public sewers.
- 15.26.070 Protection from damage.
- 15.26.080 Abatement of violations of this chapter.
- 15.26.090 TRRW discharge pretreatment regulations – Adopted by reference.

15.26.010 Purpose.

The purpose of this chapter is to protect the public health by providing standards for the collection, treatment and disposal of sewage within the city. (Ord. 1794 § 8, 1976).

15.26.020 Definitions.

(1) “B.O.D.” (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, expressed in parts per million by weight.

(2) “Building drain” means that part of the lowest piping of the building sanitary sewer drainage system that receives the discharge from soil, waste, and other sewer drainage pipes inside the walls of the building and conveys it to the building sewer beginning two feet outside the building wall.

(3) “Building sewer” means that part of the horizontal piping of the sanitary sewer drainage system that extends from the end of the building drain and that receives the discharge of the building drain and conveys it to the public sewer.

(4) “Garbage” means solid waste from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

(5) "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(6) "Sanitary sewer" means a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

(7) "Sewage treatment plant" means any arrangement of devices and/or structures used for treating sewage, including the West Longview sewage treatment lagoon.

(8) "Shredded garbage" means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions nominally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

(9) "Storm sewer" means a sewer which carries storm and surface waters and drainage but excludes sewage and polluted industrial wastes.

(10) "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

(11) "User" means any person, firm, or any corporation who discharges any substance into the sanitary sewer system of the city.

(12) NPDES. The abbreviated term "NPDES" as used in this chapter means National Pollutant Discharge Elimination System. (Ord. 3195 § 1, 2012; Ord. 2245 § 2, 1986; Ord. 1794 § 8, 1976).

15.26.030 Use of public sewers required.

(1) The owner of any house, building or property used for human occupancy, employment, recreation, business, or where people congregate, situated within the city and abutting on any street, alley or right-of-way, in which there is now or shall hereafter be located a public sanitary sewer of the city, is required at his sole expense to connect all waste drains therein directly to the public sanitary sewer, in accordance with the provisions of this chapter and Chapter 15.16 LMC, within 60 days after the date of official notice to do so, provided that said public sanitary sewer is within 300 feet of the property line.

Except: Any house, building, or property which is connected to an existing and fully operational on-site sewage system. Owners and/or residents of property using any such on-site sewage system shall cooperate with all reasonable requests by the City to inspect said on-site sewage system. Such inspections shall not be more often than once in any 12-month period.

When adequate public sewer services are available within three hundred feet of the residence or facility, the Director, upon the failure of an existing on-site sewage system may:

- a. Require hook-up to a public sewer system; or
- b. Permit the repair or replacement of the on-site sewage system only if a conforming system can be designed and installed.

The owner of an on-site sewage system that has failed shall abandon the on-site sewage system and connect the residence or other facility to a public sewer system when:

- a. The distance between the residence or other facility and an adequate public sewer is three hundred feet or less as measured along the usual or most feasible route of access; and
- b. The sewer utility allows the sewer connection.

The owner of a residence or other facility served by a system meeting the requirements of WAC 246-272a-0280 Table IX shall abandon the on-site system, and connect the residence or other facility to a public sewer system when:

- a. Connection is deemed necessary to protect public health by the local health officer;
- b. An adequate public sewer becomes available within three hundred feet of the residence or other facility as measured along the usual or most economically feasible route of access; and
- c. The sewer utility allows the sewer connection.

(2) Whenever upon inspection any building or premises, or part thereof, is found unfit for human habitation by reason of defective plumbing, lack of sanitary plumbing or toilet facilities, drainage system, building sewer or private sewage disposal system, the director of community and economic development shall require the vacation of such building, premises or part thereof within 10 days after the date of official notice to do so, and a written order shall be conspicuously posted on the building or premises, and where practicable, shall be served upon the owner, agent or occupant of such premises, and it is unlawful for any person to fail, neglect or refuse to comply with such order or fail to vacate such premises when so ordered.

(3) Maintenance, repair, and rehabilitation of a building sewer shall be the responsibility of the property owner as follows:

(a) All costs and expenses incident to the routine maintenance of the entire building sewer, from building drain to the public sewer, shall be borne by the owner of the premises served by the building sewer.

(b) All costs and expenses incident to the repair, rehabilitative maintenance, or replacement of that portion of the building sewer from the building drain to the property line, right-of-way line, or public sewer easement line, shall be borne by the owner of the premises served by the building sewer.

(c) All costs and expenses incident to the repair, rehabilitative maintenance, or replacement of that portion of the building sewer from the property line, right-of-way line, or public sewer easement line, to the public sewer shall be borne by the city, except when, as determined by the city, the building sewer damage is directly or indirectly caused by the owner of the premises served by the building sewer or caused by an act or omission of said owner, the cost for such maintenance shall be charged to said owner. Any costs so charged and not paid within 30 days of the date of billing shall constitute a lien against the property served by the building sewer.

(d) For the purposes of this section, “routine maintenance” means operational maintenance of a building sewer, including, but not limited to, cleaning or rodding to clear grease or other internal obstructions or substances that have been discharged or allowed to accumulate in the building sewer that may interfere with the operation of the building sewer.

(e) The term “rehabilitative maintenance” means repair or major maintenance of a building sewer, including but not limited to, construction, reconstruction, lining, or excavation and repair of damage to the building sewer caused by external forces or failure of the pipe or pipe material. Cutting or removal of roots from the building sewer shall be considered rehabilitative maintenance; responsibility for such maintenance shall be determined by the location at which the roots enter the building sewer.

(4) Whenever upon inspection the building sewer, from building drain to property line, right-of-way line, or public sewer easement line, is found to be defective, a written notice shall be mailed to the owner of record and the owner shall be required within 60 days to make the necessary repairs to meet the city code.

(5) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage. (Ord. 3195 § 2, 2012; Ord. 2774 § 1, 2000; Ord. 2288 § 1, 1981; Ord. 1794 § 8, 1976).

15.26.040 Private sewage disposal – Septic tank.

(1) Where a public sanitary sewer is not available, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section. Such private sewage disposal systems shall only be approved septic tanks and must receive written approval from the director of field services (public works) and the city's health officer. Cesspools may be permitted for temporary use where plans are underway for the installation of public sanitary sewers. Any use of cesspools must also have written approval of the director of field services (public works) and the city's health officer.

(2) Before starting any construction of a private sewage disposal system, the owner or his contractor shall first obtain a written permit from the department of community and economic development with concurrence of the director of field services (public works). The application for such permit shall be made on a form furnished by the city. The applicant shall also supply plans, specifications, and other information as may be deemed necessary by the city.

(3) No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 6,000 square feet. No septic tank or cesspool shall be permitted to discharge to any public sewer, natural outlet or to the ground surface.

(4) At such times as a public sanitary sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sanitary sewer in compliance with the terms of this article, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with sand, gravel or soil or any combination thereof.

(5) The owner shall operate and maintain private sewage disposal facilities in a sanitary manner at all times at his own expense.

(6) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the State of Washington Health Department. (Ord. 2774 § 1, 2000; Ord. 2288 § 2, 1987; Ord. 1794 § 8, 1976).

15.26.050 Building sewers and connections.

(1) No person shall install, uncover, make connections with or openings into, use, alter or disturb any public sewer, building sewer or appurtenance thereof without first obtaining a written permit from the department of community and economic development and written concurrence from the director of public works. All connections to the public sewers shall be installed according to city standard plans and specifications in effect at the time of plan submittal.

(2) There shall be two classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes as approved by the Washington State Department of Ecology. For either class, the owner or his contractor shall make application on the form furnished by the department of community and economic development. The permit application shall be supplemented by such plans, specifications, or other information considered necessary to ensure compliance with the provisions of this chapter.

(3) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner of the property provided with sewage service. The property owner or his contractor, whoever does the actual sewer installation, shall reimburse the city for any loss or damage that may be caused to city property by the installation of the building sewer.

(4) Where the property owner or his contractor is required to excavate within a street or other public right-of-way, a performance bond, cash deposit or certified check shall be placed with the city in an amount established by resolution of the city council. Such bond, deposit or check shall be returned to the owner or his contractor when such completed installation has received final written approval from the director of public works.

(5) A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another building on the same lot and under the same ownership. No building sewer, however, may extend under another building. (Ord. 3195 § 3, 2012; Ord. 2774 § 1, 2000; Ord. 2288 §§ 3, 4, 1987; Ord. 1794 § 8, 1976).

15.26.060 Regulations regarding the use of public sewers.

(1) Sanitary Sewer – Restricted Use. No user shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters into any sanitary sewer, except refrigeration water as permitted by other ordinances of the city.

(2) Storm Water. Storm water and all other unpolluted drainage shall be discharged into such sewers as may be specifically designated as storm sewers, or to a natural outlet approved by the director of public works. Industrial cooling water or unpolluted process waters may be discharged into a storm sewer or natural outlet with the approval of the director of public works.

(3) General Discharge Prohibitions. In this text no user shall contribute or cause to be contributed directly or indirectly any pollutant or wastewater which will interfere with the operation or performance of the sewage treatment plant. These prohibitions apply to all users of the sewage treatment plant,

whether or not the user is subject to “national categorical pretreatment standards” or any other national, state or local pretreatment standards or requirements. A user may not contribute any pollutant or wastewater to the sewage treatment plant that is prohibited by Section 2.1 of the “Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy,” as adopted by LMC 15.26.090.

(4) Monitoring Facilities.

(a) The city may require to be provided and operated, at the user’s own expense, monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should nominally be located on the user’s premises, but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

(b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

(c) Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city’s requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city.

(5) Inspection and Sampling. The city may inspect the facilities of any user to ascertain whether the purpose of this section is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. Federal, state and local authorities shall have the right to set up on the user’s property such devices as are necessary to conduct a sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, federal, state and/or local agents will be permitted to enter without delay, for the purpose of performing their specific responsibilities.

(6) Pretreatment. Users shall provide necessary wastewater treatment as required to comply with this section and LMC 15.26.090. Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided, operated and maintained at the user’s expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review, and shall be

acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this section and LMC 15.26.090. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the city prior to the user's initiation of the changes.

(7) Grease, Oil and Sand Interceptors.

(a) Grease, oil and sand interceptors shall be provided, installed, and properly maintained by the owner in all hospitals, all restaurants or places where food is processed for consumption, garages, gasoline stations, car washes, repair shops and all areas where automobiles, trucks, buses and other vehicles are washed or otherwise cleaned. Such interceptors shall also be provided in all other business establishments when it becomes apparent, due to any damage or obstruction of the sewer system, that such interceptors are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the director of public works and shall be located as to be readily and easily accessible for cleaning and inspection.

(b) Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight, and shall be maintained by the owner in continuously efficient operation at all times, at the owner's expense.

(8) Harmful Contributions.

(a) The city may suspend the wastewater service when such suspension is necessary, in the opinion of the city, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the sewage treatment plant, or causes the city to violate any condition of its NPDES permit or the NPDES permit of the Three Rivers Regional Wastewater Authority.

(b) Any person notified of a suspension of the wastewater treatment service shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as are deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the sewage treatment plant or endangerment to any individuals. The city shall reinstate the wastewater treatment service upon proof

of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within 15 days of the date of occurrence.

(9) Special Agreements. No provision of this section shall be construed as preventing any special agreement or arrangement between the city and any commercial or industrial concern or business whereby a sanitary sewer discharge of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the commercial or industrial concern or business. (Ord. 3204 § 1, 2012; Ord. 2413 § 1, 1990; Ord. 2245 § 3, 1986; Ord. 1794 § 8, 1976).

15.26.070 Protection from damage.

(1) In the event any person shall, through accident or neglect, break, destroy or in any way damage any structure, appurtenance, or equipment which is a part of the city's sewage facilities, such person shall pay the cost of repairing or replacing such damaged or destroyed property. It shall be duty of the director of field services (public works) to determine the extent of the damage and to have the property so damaged either replaced or repaired according to the city's specifications and at the sole cost and expense of the person causing such damage.

(2) No person shall maliciously or willfully break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the city's sewage facilities. Any person violating this provision shall be liable for damages to such facility or portion thereof in addition to penalties as provided in LMC 1.28.010. (Ord. 1794 § 8, 1976).

15.26.080 Abatement of violations of this chapter.

The imposition of the penalties herein prescribed shall not preclude the city's corporation counsel from instituting an appropriate action to restrain, correct or abate any violation of the terms of this chapter. (Ord. 1794 § 8, 1976).

15.26.090 TRRWA discharge pretreatment regulations – Adopted by reference.

That certain document titled "Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy" adopted on May 9, 2012, the effective date of which is June 27, 2012, is hereby adopted as official rules and regulations of the city of Longview setting forth industrial pretreatment requirements and regulations for discharges into the city's wastewater system. For purposes of this adoption, "Member Entity," as used in that policy, shall mean the city of Longview. Further, subsequent editions of the policy shall become official rules and regulations of the city of Longview as the same are adopted by the Three Rivers Regional Wastewater Authority; provided, however, the subsequent editions shall only become effective upon the new edition being filed with the city clerk. (Ord. 3204 § 2, 2012).

Chapter 15.12

RATES – REVENUES – PERMIT FEES*

Sections:

- 15.12.010 Revenues.
- 15.12.020 Sanitary sewer service charges – Within corporate limits.
- 15.12.030 Sanitary sewer service charges – Outside corporate limits.
- 15.12.040 Sanitary sewer service charges – When payable.
- 15.12.050 Penalties for delinquent payment.
- 15.12.060 Enforcement of collection – Lien – Shutoff of water.

*For the statutory provisions authorizing cities and towns to control the rates and charges for the use of sewer systems, provided that rates charged be uniform for the same class of customers or service, see RCW 35.67.020.

15.12.010 Revenues.

The rates to be charged for sanitary sewer service shall be fixed by ordinance or resolution, and shall be adequate to provide for ordinary maintenance, bond redemption, operational costs of the system and for a betterment reserve to provide for replacement, extensions and additions to the system not otherwise provided for in this article. (Ord. 1540 § 1, 1971; Ord. 862 § 3, 1956).

15.12.020 Sanitary sewer service charges – Within corporate limits.

(1) There is levied a monthly sanitary sewer disposal service charge against all improved properties connected to the City sanitary sewer, said sewage disposal service charge being in the amount as established from time to time by resolution of the city council.

As a condition to the furnishing of such sanitary sewer service, the city may require a deposit, as set from time to time by resolution of the city council. Such deposit shall be made to the water department through the finance department of the city. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon the applicant's advising the department of finance of the city that such sanitary sewer service is no longer required by the applicant and the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return the deposit to the applicant, and further sanitary sewer disposal service shall not be

furnished to the property for which the applicant had made such deposit until a new deposit is made with the city.

(2) Notwithstanding the charges fixed by any such resolution, whenever any person shall discharge into the sanitary sewer system waste materials which, in the judgment of the director of field services (director of public works) of the city, require treatment in excess of that required for normal domestic sewage, such person shall pay such special rates for sewage disposal service as shall be fixed by resolution of the city council.

(3) Any person having his own water supply, or a public water supply other than that of the city, but who uses the sanitary sewer system of the city for the disposal of sewage or waste materials, shall pay a monthly sanitary sewer disposal service charge equal to the residential sanitary sewer service charge, payable by other users of the sanitary sewer disposal service residing within the city, as fixed by any such resolution. Such sanitary sewer service charge shall be paid to the city through its finance department.

As a condition to the furnishing of such sanitary sewer service, the city may require a deposit, as set from time to time by resolution of the city council. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon the applicant's advising the department of finance of the city that such service is no longer required by the applicant and the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return the deposit to the applicant, and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new deposit is made with the city. (Ord. 1891 § 1, 1978; Ord. 1794 § 2, 1976; Ord. 1540 § 1, 1971; Ord. 1465 § 1, 1970; Ord. 914 § 1, 1957).

15.12.030 Sanitary sewer service charges – Outside corporate limits.

(1) There is levied a monthly sanitary sewer service charge against all improved properties located outside the corporate limits of the city and being furnished with the city's sanitary sewer service through the city's sanitary sewer system. Said sewer disposal service charge shall be in the amounts as set forth from time to time by resolution of the city council. As a part of such service charge, each such improved property shall pay such additional amount, as provided by any such resolution of the city council, as shall be necessary to reimburse the city for existing disposal facilities financed by the city as pumping stations, interceptor lines and treatment facilities.

(2) All accounts for such sanitary sewer disposal shall be kept by the city in the name of the applicant for such service. As a condition to the furnishing of such service, the city may require a deposit as set from time to time by resolution of the city council, said deposit to be made to the water department through

the department of finance of the city. No interest shall be paid on such deposit. Such deposit may be applied by the city, at any time, in whole or in part, to the payment of any delinquent amount due for such sanitary sewer disposal service. Upon applicant's advising the department of finance of the city that such service is no longer required by the applicant, the surrender of the receipt for such deposit, and providing all service charges payable by the applicant are fully paid at said time, the city shall return said deposit to the applicant and further sanitary sewer disposal service shall not be furnished to the property for which the applicant had made such deposit until a new applicant shall make a like deposit with the city. All billings for such service shall be mailed to the applicant who makes such deposit. All such billings shall become delinquent if not paid within thirty days after the date shown on any such billing and shall thereafter be subject to a penalty payment as provided under LMC 15.12.050. (Ord. 2762 § 1, 2000; Ord. 2552 § 1, 1994; Ord. 1794 § 3, 1976; Ord. 1540 § 1, 1971; Ord. 1465 § 2, 1970).

15.12.040 Sanitary sewer service charges – When payable.

The rates and charges in LMC 15.12.020 and 15.12.030 for sanitary sewage disposal service shall be due and payable with the monthly water bill of the city and shall become delinquent at the same time the monthly city water bill becomes delinquent as provided by the present ordinances of the city and future amendments thereto. (Ord. 914 § 3, 1957).

15.12.050 Penalties for delinquent payment.

(1) Any delinquent sanitary sewer disposal service charge shall have added thereto a penalty charge, as set from time to time by resolution of the city council. Such penalty charge shall be assessed for each full 30-day period of delinquency.

(2) If any employee of the city is required to make a call in person upon the delinquent account debtor for the purpose of attempting to collect such delinquent account, an additional penalty, as set from time to time by resolution of the city council, shall be added to such account regardless of whether or not the same is collected as a result of such personal demand for payment. (Ord. 1891 § 2, 1978; Ord. 1540 § 1, 1971; Ord. 914 § 4, 1957).

15.12.060 Enforcement of collection – Lien – Shutoff of water.

(1) The aforesaid charges and penalties, if any, for sanitary sewage disposal service shall be a lien upon the property against which the charge is levied, superior to all other liens or encumbrances except those for general taxes, special assessments and city water service. Enforcement of such lien, or liens, shall be in the manner provided by law for the enforcement of the same.

(2) In addition to said lien rights, in the event that any such charge for sewage disposal service is not paid before delinquency, the city shall have the right to shut off the water or disconnect the sanitary sewer

line furnished to the premises for which any such charge is delinquent, without further notice. Said water shall not be turned on again or sanitary sewer reconnected until such charge, including penalties, if any, together with a charge as set from time to time by the city council for turning on said water or reconnecting said sanitary sewer service, has been paid to the city. (Ord. 1891 § 3, 1978; Ord. 1540 § 1, 1971; Ord. 914 § 5, 1957).

Chapter 15.26
SEWAGE DISPOSAL

Sections:

- 15.26.010 Purpose.
- 15.26.020 Definitions.
- 15.26.030 Use of public sewers required.
- 15.26.040 Private sewage disposal – Septic tank.
- 15.26.050 Building sewers and connections.
- 15.26.060 Regulations regarding the use of public sewers.
- 15.26.070 Protection from damage.
- 15.26.080 Abatement of violations of this chapter.
- 15.26.090 TRRW discharge pretreatment regulations – Adopted by reference.

15.26.010 Purpose.

The purpose of this chapter is to protect the public health by providing standards for the collection, treatment and disposal of sewage within the city. (Ord. 1794 § 8, 1976).

15.26.020 Definitions.

(1) “B.O.D.” (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, expressed in parts per million by weight.

(2) “Building drain” means that part of the lowest piping of the building sanitary sewer drainage system that receives the discharge from soil, waste, and other sewer drainage pipes inside the walls of the building and conveys it to the building sewer beginning two feet outside the building wall.

(3) “Building sewer” means that part of the horizontal piping of the sanitary sewer drainage system that extends from the end of the building drain and that receives the discharge of the building drain and conveys it to the public sewer.

(4) “Garbage” means solid waste from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

(5) "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(6) "Sanitary sewer" means a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

(7) "Sewage treatment plant" means any arrangement of devices and/or structures used for treating sewage, including the West Longview sewage treatment lagoon.

(8) "Shredded garbage" means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions nominally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

(9) "Storm sewer" means a sewer which carries storm and surface waters and drainage but excludes sewage and polluted industrial wastes.

(10) "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

(11) "User" means any person, firm, or any corporation who discharges any substance into the sanitary sewer system of the city.

(12) NPDES. The abbreviated term "NPDES" as used in this chapter means National Pollutant Discharge Elimination System. (Ord. 3195 § 1, 2012; Ord. 2245 § 2, 1986; Ord. 1794 § 8, 1976).

15.26.030 Use of public sewers required.

(1) The owner of any house, building or property used for human occupancy, employment, recreation, business, or where people congregate, situated within the city and abutting on any street, alley or right-of-way, in which there is now or shall hereafter be located a public sanitary sewer of the city, is required at his sole expense to connect all waste drains therein directly to the public sanitary sewer, in accordance with the provisions of this chapter and Chapter 15.16 LMC, within 60 days after the date of official notice to do so, provided that said public sanitary sewer is within 300 feet of the property line.

Except: Any house, building, or property which is connected to an existing and fully operational on-site sewage system. Owners and/or residents of property using any such on-site sewage system shall cooperate with all reasonable requests by the City to inspect said on-site sewage system. Such inspections shall not be more often than once in any 12-month period.

When adequate public sewer services are available within three hundred feet of the residence or facility, the Director, upon the failure of an existing on-site sewage system may:

- a. Require hook-up to a public sewer system; or
- b. Permit the repair or replacement of the on-site sewage system only if a conforming system can be designed and installed.

The owner of an on-site sewage system that has failed shall abandon the on-site sewage system and connect the residence or other facility to a public sewer system when:

- a. The distance between the residence or other facility and an adequate public sewer is three hundred feet or less as measured along the usual or most feasible route of access; and
- b. The sewer utility allows the sewer connection.

The owner of a residence or other facility served by a system meeting the requirements of WAC 246-272a-0280 Table IX shall abandon the on-site system, and connect the residence or other facility to a public sewer system when:

- a. Connection is deemed necessary to protect public health by the local health officer;
- b. An adequate public sewer becomes available within three hundred feet of the residence or other facility as measured along the usual or most economically feasible route of access; and
- c. The sewer utility allows the sewer connection.

(2) Whenever upon inspection any building or premises, or part thereof, is found unfit for human habitation by reason of defective plumbing, lack of sanitary plumbing or toilet facilities, drainage system, building sewer or private sewage disposal system, the director of community and economic development shall require the vacation of such building, premises or part thereof within 10 days after the date of official notice to do so, and a written order shall be conspicuously posted on the building or premises, and where practicable, shall be served upon the owner, agent or occupant of such premises, and it is unlawful for any person to fail, neglect or refuse to comply with such order or fail to vacate such premises when so ordered.

(3) Maintenance, repair, and rehabilitation of a building sewer shall be the responsibility of the property owner as follows:

(a) All costs and expenses incident to the routine maintenance of the entire building sewer, from building drain to the public sewer, shall be borne by the owner of the premises served by the building sewer.

(b) All costs and expenses incident to the repair, rehabilitative maintenance, or replacement of that portion of the building sewer from the building drain to the property line, right-of-way line, or public sewer easement line, shall be borne by the owner of the premises served by the building sewer.

(c) All costs and expenses incident to the repair, rehabilitative maintenance, or replacement of that portion of the building sewer from the property line, right-of-way line, or public sewer easement line, to the public sewer shall be borne by the city, except when, as determined by the city, the building sewer damage is directly or indirectly caused by the owner of the premises served by the building sewer or caused by an act or omission of said owner, the cost for such maintenance shall be charged to said owner. Any costs so charged and not paid within 30 days of the date of billing shall constitute a lien against the property served by the building sewer.

(d) For the purposes of this section, "routine maintenance" means operational maintenance of a building sewer, including, but not limited to, cleaning or rodding to clear grease or other internal obstructions or substances that have been discharged or allowed to accumulate in the building sewer that may interfere with the operation of the building sewer.

(e) The term "rehabilitative maintenance" means repair or major maintenance of a building sewer, including but not limited to, construction, reconstruction, lining, or excavation and repair of damage to the building sewer caused by external forces or failure of the pipe or pipe material. Cutting or removal of roots from the building sewer shall be considered rehabilitative maintenance; responsibility for such maintenance shall be determined by the location at which the roots enter the building sewer.

(4) Whenever upon inspection the building sewer, from building drain to property line, right-of-way line, or public sewer easement line, is found to be defective, a written notice shall be mailed to the owner of record and the owner shall be required within 60 days to make the necessary repairs to meet the city code.

(5) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage. (Ord. 3195 § 2, 2012; Ord. 2774 § 1, 2000; Ord. 2288 § 1, 1981; Ord. 1794 § 8, 1976).

15.26.040 Private sewage disposal – Septic tank.

(1) Where a public sanitary sewer is not available, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section. Such private sewage disposal systems shall only be approved septic tanks and must receive written approval from the director of field services (public works) and the city's health officer. Cesspools may be permitted for temporary use where plans are underway for the installation of public sanitary sewers. Any use of cesspools must also have written approval of the director of field services (public works) and the city's health officer.

(2) Before starting any construction of a private sewage disposal system, the owner or his contractor shall first obtain a written permit from the department of community and economic development with concurrence of the director of field services (public works). The application for such permit shall be made on a form furnished by the city. The applicant shall also supply plans, specifications, and other information as may be deemed necessary by the city.

(3) No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 6,000 square feet. No septic tank or cesspool shall be permitted to discharge to any public sewer, natural outlet or to the ground surface.

(4) At such times as a public sanitary sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sanitary sewer in compliance with the terms of this article, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with sand, gravel or soil or any combination thereof.

(5) The owner shall operate and maintain private sewage disposal facilities in a sanitary manner at all times at his own expense.

(6) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the State of Washington Health Department. (Ord. 2774 § 1, 2000; Ord. 2288 § 2, 1987; Ord. 1794 § 8, 1976).

15.26.050 Building sewers and connections.

(1) No person shall install, uncover, make connections with or openings into, use, alter or disturb any public sewer, building sewer or appurtenance thereof without first obtaining a written permit from the department of community and economic development and written concurrence from the director of public works. All connections to the public sewers shall be installed according to city standard plans and specifications in effect at the time of plan submittal.

(2) There shall be two classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes as approved by the Washington State Department of Ecology. For either class, the owner or his contractor shall make application on the form furnished by the department of community and economic development. The permit application shall be supplemented by such plans, specifications, or other information considered necessary to ensure compliance with the provisions of this chapter.

(3) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner of the property provided with sewage service. The property owner or his contractor, whoever does the actual sewer installation, shall reimburse the city for any loss or damage that may be caused to city property by the installation of the building sewer.

(4) Where the property owner or his contractor is required to excavate within a street or other public right-of-way, a performance bond, cash deposit or certified check shall be placed with the city in an amount established by resolution of the city council. Such bond, deposit or check shall be returned to the owner or his contractor when such completed installation has received final written approval from the director of public works.

(5) A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another building on the same lot and under the same ownership. No building sewer, however, may extend under another building. (Ord. 3195 § 3, 2012; Ord. 2774 § 1, 2000; Ord. 2288 §§ 3, 4, 1987; Ord. 1794 § 8, 1976).

15.26.060 Regulations regarding the use of public sewers.

(1) Sanitary Sewer – Restricted Use. No user shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters into any sanitary sewer, except refrigeration water as permitted by other ordinances of the city.

(2) Storm Water. Storm water and all other unpolluted drainage shall be discharged into such sewers as may be specifically designated as storm sewers, or to a natural outlet approved by the director of public works. Industrial cooling water or unpolluted process waters may be discharged into a storm sewer or natural outlet with the approval of the director of public works.

(3) General Discharge Prohibitions. In this text no user shall contribute or cause to be contributed directly or indirectly any pollutant or wastewater which will interfere with the operation or performance of the sewage treatment plant. These prohibitions apply to all users of the sewage treatment plant,

whether or not the user is subject to “national categorical pretreatment standards” or any other national, state or local pretreatment standards or requirements. A user may not contribute any pollutant or wastewater to the sewage treatment plant that is prohibited by Section 2.1 of the “Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy,” as adopted by LMC 15.26.090.

(4) Monitoring Facilities.

(a) The city may require to be provided and operated, at the user’s own expense, monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should nominally be located on the user’s premises, but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

(b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

(c) Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city’s requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city.

(5) Inspection and Sampling. The city may inspect the facilities of any user to ascertain whether the purpose of this section is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. Federal, state and local authorities shall have the right to set up on the user’s property such devices as are necessary to conduct a sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, federal, state and/or local agents will be permitted to enter without delay, for the purpose of performing their specific responsibilities.

(6) Pretreatment. Users shall provide necessary wastewater treatment as required to comply with this section and LMC 15.26.090. Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided, operated and maintained at the user’s expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review, and shall be

acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this section and LMC 15.26.090. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the city prior to the user's initiation of the changes.

(7) Grease, Oil and Sand Interceptors.

(a) Grease, oil and sand interceptors shall be provided, installed, and properly maintained by the owner in all hospitals, all restaurants or places where food is processed for consumption, garages, gasoline stations, car washes, repair shops and all areas where automobiles, trucks, buses and other vehicles are washed or otherwise cleaned. Such interceptors shall also be provided in all other business establishments when it becomes apparent, due to any damage or obstruction of the sewer system, that such interceptors are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the director of public works and shall be located as to be readily and easily accessible for cleaning and inspection.

(b) Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight, and shall be maintained by the owner in continuously efficient operation at all times, at the owner's expense.

(8) Harmful Contributions.

(a) The city may suspend the wastewater service when such suspension is necessary, in the opinion of the city, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the sewage treatment plant, or causes the city to violate any condition of its NPDES permit or the NPDES permit of the Three Rivers Regional Wastewater Authority.

(b) Any person notified of a suspension of the wastewater treatment service shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as are deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the sewage treatment plant or endangerment to any individuals. The city shall reinstate the wastewater treatment service upon proof

of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within 15 days of the date of occurrence.

(9) Special Agreements. No provision of this section shall be construed as preventing any special agreement or arrangement between the city and any commercial or industrial concern or business whereby a sanitary sewer discharge of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the commercial or industrial concern or business. (Ord. 3204 § 1, 2012; Ord. 2413 § 1, 1990; Ord. 2245 § 3, 1986; Ord. 1794 § 8, 1976).

15.26.070 Protection from damage.

(1) In the event any person shall, through accident or neglect, break, destroy or in any way damage any structure, appurtenance, or equipment which is a part of the city's sewage facilities, such person shall pay the cost of repairing or replacing such damaged or destroyed property. It shall be duty of the director of field services (public works) to determine the extent of the damage and to have the property so damaged either replaced or repaired according to the city's specifications and at the sole cost and expense of the person causing such damage.

(2) No person shall maliciously or willfully break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the city's sewage facilities. Any person violating this provision shall be liable for damages to such facility or portion thereof in addition to penalties as provided in LMC 1.28.010. (Ord. 1794 § 8, 1976).

15.26.080 Abatement of violations of this chapter.

The imposition of the penalties herein prescribed shall not preclude the city's corporation counsel from instituting an appropriate action to restrain, correct or abate any violation of the terms of this chapter. (Ord. 1794 § 8, 1976).

15.26.090 TRRWA discharge pretreatment regulations – Adopted by reference.

That certain document titled "Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy" adopted on May 9, 2012, the effective date of which is June 27, 2012, is hereby adopted as official rules and regulations of the city of Longview setting forth industrial pretreatment requirements and regulations for discharges into the city's wastewater system. For purposes of this adoption, "Member Entity," as used in that policy, shall mean the city of Longview. Further, subsequent editions of the policy shall become official rules and regulations of the city of Longview as the same are adopted by the Three Rivers Regional Wastewater Authority; provided, however, the subsequent editions shall only become effective upon the new edition being filed with the city clerk. (Ord. 3204 § 2, 2012).



City of Longview

Agenda Summary

RESOLUTION NO. 2460 - DELEGATING TO THE PUBLIC WORKS DIRECTOR AUTHORITY TO LEGALLY BIND THE CITY OF LONGVIEW FOR THE SOLE PURPOSE OF REQUESTING FEDERAL REIMBURSEMENT

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE MAYOR TO SIGN RESOLUTION NO. 2460

COUNCIL INITIATIVE ADDRESSED:

Continued Effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

WSDOT has changed their rules for grant reimbursement, now requiring that if not delegated by resolution the mayor must sign all reimbursement requests.

In order to seek timely reimbursement for proper expenditures related to the Federally funded grant projects, this resolution will delegate to the person appointed as the Public Works Director the authority to legally bind the City of Longview solely for the purpose of requesting Federal Grant reimbursement.

Staff Contact:

Ken Hash, Public Works Director

Attachments:

1. Res 2460 WSDOT Delegation of authority - KH (002)

A RESOLUTION DELEGATING TO THE PUBLIC WORKS DIRECTOR AUTHORITY TO LEGALLY BIND THE CITY OF LONGVIEW FOR THE SOLE PURPOSE OF REQUESTING FEDERAL REIMBURSEMENT.

WHEREAS, The Public Works Director has been duly appointed by the City Manager in accordance with LMC 2.21.030, Appointment and Discharge Authority and has been delegated the responsibility to administer the Public Works Department for the City of Longview, which includes oversight/management of all Public Works contracts, grants, payments , and reimbursements, and,

WHEREAS, the Federal Highway Administration, through the State authorizes federal transportation funding to the City of Longview for transportation projects; and,

WHEREAS, the Code of Federal Regulations, 2 CFR 200.415(a) has been revised to ensure that final fiscal reports or vouchers requesting payment under Federal agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal Agency; and,

WHEREAS, the Public Works Director executes all Federal grant funding agreements and supplemental agreements; and,

WHEREAS, in order to seek timely reimbursement for proper expenditures related to the Federally funded grant projects, the City counsel of the City of Longview delegates to the person appointed as the Public Works Director the authority to legally bind the City of Longview solely for the purpose of requesting Federal Grant reimbursement,

NOW THEREFORE, BE IT RESOLVED, By the City counsel of the City of Longview that for the purposes of requesting reimbursement for Federally funded transportation projects, the Public Works Director shall be delegated authority per 2 CFR 200.415(a) to legally bind the City of Longview in furtherance of the intent of this resolution; and,

BE IT FURTHER RESOLVED, By the City counsel of the City of Longview that the person duly appointed as the Public Works Director shall be authorized to sign all grant reimbursement vouchers for grant funded transportation projects on behalf of City of Longview.

PASSED by the City Council of Longview, Washington, and approved by its
Mayor this 14th day of September, 2023.

ATTEST:

Mayor

City Clerk



City of Longview

Agenda Summary

ORDINANCE NO. 3494 - AMENDING CHAPTER 7.29 OF THE LMC REGARDING CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3494

DATE: September 14, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

We are requesting to expand the language in ordinance 7.29 to provide more clarity with regards to areas such as medians and public right-of-way adjacent to any park. In addition, we have seen an increase in property being left unattended in parks and public right-of-way.

RECOMMENDED ACTION:

Motion to adopt ordinance No. 3494 to amend LMC 7.29 to include additional language regarding camping and storing on public property.

STAFF CONTACT:

Dana Gigler, City Attorney

Robert Huhta, Chief of Police

Attachments:

1. Ordinance #3494

ORDINANCE NO. 3494

AN ORDINANCE AMENDING CHAPTER 7.29, "CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC SPACES" OF THE LONGVIEW MUNICIPAL CODE

WHEREAS, it is necessary to amend LMC 7.29, "Camping and Storage of Personal Property in Public Spaces",

WHEREAS, the City has seen an increase in public camping in City medians and right-of-way adjacent to parks,

WHEREAS, the City has seen an increase in property being left unattended in public right-of-way,

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

Section 1. That Chapter 7.29.010 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:

7.29.010 Unlawful camping on public property.

(1) During the hours of 6:30 a.m. to 9:30 p.m., it is a violation of this chapter for any person to camp or to store personal property, including camp facilities (other than vehicles) and camp paraphernalia, in the following areas except as otherwise provided by ordinance or as provided in LMC [7.29.070](#):

(a) Any park; or

(b) Any publicly owned or maintained land, parking lot, or other publicly owned or maintained area, whether improved or unimproved; provided, however, that streets shall be regulated as provided in subsection (3) of this section; or

(c) Any median; or

(d) Any public right-of-way adjacent to any park

(2) During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp, store personal property, occupy camp facilities for purposes of habitation, or use

camp paraphernalia in any city street, except as otherwise provided by ordinance or as provided in LMC [7.29.070](#).

(3) During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a vehicle for the purpose of camping while that vehicle is parked in the following areas, except as otherwise provided by ordinance or as provided in LMC [7.29.070](#):

(a) Any park; or

(b) Any street; or

(c) Any publicly owned or maintained parcel, parking lot or other publicly owned or maintained area, whether improved or unimproved. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

(4) During the hours of 9:30 p.m. to 6:30 a.m., it is a violation of this chapter for any person to camp or to store personal property, including camp facilities (other than vehicles) and camp paraphernalia, in the following areas except as otherwise provided by ordinance or as provided in LMC 7.29.070:

(a) Any park; or

(b) Any median; or

(c) Any public right-of-way adjacent to any park

Section 2. That Chapter 7.29.040 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:

7.29.040 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

(1) "Camp" means any place that has been used or occupied as a temporary place to live, for any length of time, as evidenced by a camp facility being pitched, erected or otherwise constructed, used, or occupied for the purposes of human habitation, and/or by the use of camp paraphernalia, litter, trash, waste, and garbage, as well as any other factors that support the location being used as a camp. This definition is not intended to apply to individuals using a day use recreational area for the limited time such day use recreational area is open to the public.

(2) “Camp facilities” include, but are not limited to, tents, tarps, huts, cardboard boxes, temporary shelters, or vehicles, including, but not limited to, recreational vehicles, if said vehicle is being used as temporary living quarters.

(3) “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, bedding, sleeping bags, blankets, mattresses, mats, hammocks or non-city-designated cooking facilities or fire and/or similar equipment.

(4) “Garbage” means that as defined in Chapter [16.30](#) LMC.

(5) “Homeless encampment” means an unpermitted camp of homeless people that has existed for more than seven consecutive days.

(6) “Host agency” means the owner of the property, being a religious institution or other organization, that joins a sponsoring agency in an application for a temporary use permit for providing basic services and support to hosted homeless encampment residents, such as hot meals, coordination of other needed donations and services, etc.

(7) “Hosted homeless encampment” means an emergency homeless encampment, hosted by a church or other organization, which provides temporary housing to homeless persons.

(8) “Litter” means that as defined in Chapter [16.30](#) LMC.

(9) “Median” means the area between opposing lanes of traffic, excluding turn lanes. Medians in urban and suburban areas can be defined by pavement markings, raised medians, or islands to separate motorized and non-motorized road users. (U.S. DOT Federal Highway Administration)

(109) “Owner” means a person that has legal title of ownership of the real property or RV and, for all other purposes, the possession of an item.

(1140) “Park” means and includes all public parks, public squares, golf courses, bathing beaches, and play and recreation grounds within the city limits, regardless of ownership, and includes all city ball fields and all city leased or rented schools or private property when the same is being used for public recreation.

(12) “Right-of-way” means a strip of land intended for ingress and egress for traffic and/or placement of utilities, levees and drainage facilities and vegetation.

(134) “Recreational vehicle” or “RV” means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. These units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes, watercraft, and any combinations or variations thereof.

(142) “Sidewalk” means a concrete walk for pedestrian use outside the building lot line of any property owner and constructed for use by the general public.

(153) “Sponsoring agency” means an organization that joins in an application with a host agency for a temporary use permit and assumes responsibility for providing basic services and support to residents of a hosted homeless encampment, such as hot meals, coordination of other needed donations and services, etc.

(164) “Store” means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location unattended.

(175) “Street” means any publicly owned improved thoroughfare or right-of-way dedicated, condemned or otherwise acquired by the public for use as such, which affords the primary means of access to abutting properties.

(186) “Tent” means a shelter of canvas or strong cloth, tarp, nylon, plastic or other synthetic material, stretched over and supported by wood or other framework, or by any manner of rope or line; this includes commercial or noncommercial tents.

(197) “Trash” means that as defined in Chapter [16.30](#) LMC.

(2018) “Waste” means that as defined in Chapter [16.30](#) LMC.

(2149) “Watercraft” means any boat, vessel, or other craft used for navigation on or through water. (Does not include kayaks or canoes.)

Section 3. Severability. That 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 4. That nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 5. That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 6. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

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

Dana Gigler
City Attorney

Published: _____



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 AUGUST 2023 ACCOUNTS PAYABLE: \$ 3,709,388.07

SECOND HALF AUGUST 2023 PAYROLL:

\$418,241.96, checks
\$888,011.79, direct deposits
\$829,516.52, wire transfers
\$2,135,770.27 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

PROPOSED ANNEXATION OF PROPERTY OFF RUTHERGLEN ROAD AND SET PUBLIC HEARING FOR OCTOBER 12, 2023 (PARCEL WL2507010, SANDAKER)

RECOMMENDED ACTION:

MOTION TO ACCEPT ANNEXATION AND SET PUBLIC HEARING FOR OCTOBER 12, 2023

DATE: September 14, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

A single parcel included within the comprehensive plan for the city as zoned low density residential, has submitted a notice of intent to commence annexation proceedings to annex into the City from the County. The parcel would be combined with the neighboring after annexation to be built (single family home) on by the property owners.

RECOMMENDED ACTION:

Motion to accept annexation and set public hearing for October 12, 2023

STAFF CONTACT:

McAllister Kosa, Planner

Attachments:

1. Annexation City Council Review - Copy
2. Notice of Intent to Commence Annexation Proceedings Rutherglen Rd
3. Single Parcel Area of Annexation
4. County vs City
5. Public Hearing Notice Annexation of property off Rutherglen Road 10-12-2023

An aerial photograph of a city street intersection. A large, light-colored building with a flat roof is the central focus. It has several flags flying in front of it. To the left of the building is a large parking lot filled with cars. To the right is another parking lot with fewer cars. The street is wide with multiple lanes and traffic lights. There are trees and other buildings in the background.

Proposed Annexation Rutherglen Dr Parcel

McAllister Kosar, Planner, Community Development

An aerial photograph of a suburban neighborhood. A river flows through the center-left of the image, with a bridge crossing it in the lower-left. The area is densely populated with houses, many of which have green lawns and mature trees. A large, multi-story building with a brown roof is visible in the lower-center, surrounded by a parking lot with several cars. The overall scene is a typical suburban landscape with a mix of residential buildings and greenery.

ANNEXATION: TONIGHT'S PURPOSE



City Council consideration of:

- Proposed annexation area
- Zoning of proposed annexation area



WHERE IS THIS?

300* Rutherglen Dr Annexation

- Single Parcel (0.7 Acres)
- Comprehensive Plan Zoning
Designation: Low density residential
- Intended Use : Single family residential,
combined with neighboring lot (BLA)
- Next Steps (Public testimony, BRB)



Staff Recommendations

Motion to approve annexation area and zoning(R-1), and hold a public hearing for public testimony when petition is certified by the Assessor's office



Questions?



Thank you

McAllister Kosar, Planner, CED
mcallister.kosar@ci.longview.wa.us
Mylongview.com



Benefits of Annexation

- Full-time, 24-hour police, fire and emergency medical services
- Reduction in Water & Sewer rates ~%40
- Voting in local elections
- No County Road, Library or Fire District Taxes
- Serving on Longview City Council as well as other boards and commissions
- More timely development and inspection services than neighboring jurisdictions

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

TO: THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON

The undersigned, representing the ownership of more than ten percent of the acreage of the real property for which annexation is sought, as more particularly described below, hereby gives notice to the City Council of the City of Longview, Washington, of their intent to commence annexation proceedings.

The City Council of the City of Longview is hereby requested to set a date not later than 60 days after the date this NOTICE OF INTENTION is filed with the City Clerk for a meeting with the initiating party to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a proposed zoning regulation, and whether it will require the assumption of all or any portion of existing city indebtedness by the area sought to be annexed.

Respectfully submitted:

Aaron Sandaker
Sheila Sandaker
Signature of Initiator of Annexation
Aaron Sandaker
Sheila Sandaker
Printed Name of Initiator of Annexation

Aug. 17, 2023
(Date)

680 Harry Rd
(Mailing address of petitioner)

Longview, WA. 98632
(City, State, Zip)

(360) 431-8361
(Phone Number – only required for petitioner)

sandakers@hotmail.com

Information regarding real property
for which annexation is sought:

parcel #

WL 2507010

(Street address of property)

Longview, WA 98632

WL2507010

(Parcel Number)

(Legal)

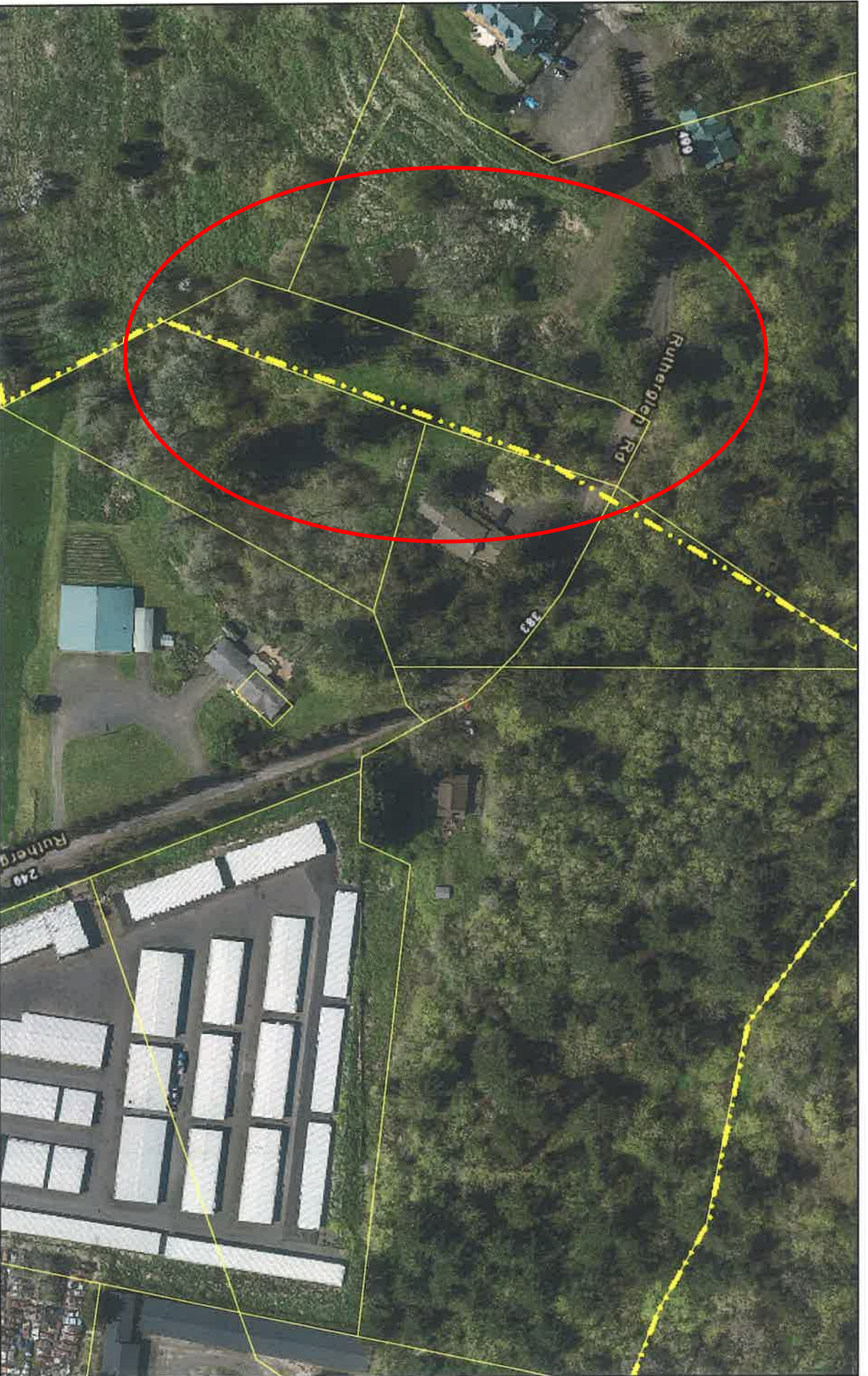
0.72

(Acreage)

** List this same information for all signers representing the ownership of at least 10% of the most recent assessed valuation of the real property for which annexation is sought. Attach additional sheets, as necessary.

** Provide a location map identifying the area you are requesting to be annexed.

City of Longview



8/17/2023, 1:00:54 PM

2022 Aerial Leaf Off



Red: Band_1



Green: Band_2

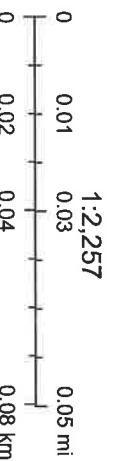


Blue: Band_3



Cowlitz County Parcels 062023

Longview City Boundary



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN,

Disclaimer: The City of Longview does not guarantee the accuracy, timeliness, adequacy, completeness or usefulness of any information. The City of Longview provides this information on an "as-is" basis without warranty of any kind.

Current in County (based on 2022 rates)	
County Road	\$ 27.94
Fire District	\$ 21.24
Library District	\$ 5.88
Total Revenue Shift from County	\$ 55.06

If Annexed (based on 2022 rates)	
City (property taxes)	\$ 41.21
Revenue Shifted into City	\$ 41.21

Revenue Shift Calculations based on 2022 Assessors total assessed values

City of Longview
NOTICE OF PUBLIC HEARING
PROPOSED ANNEXATION OF PROPERTY OFF RUTHERGLEN ROAD

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Longview City Council, in the City Hall Council Chambers, 1525 Broadway St, Longview, at its regular meeting starting at 6:00 p.m., October 12, 2023, to consider a request to annex property off Rutherglen Road known as Parcel 2507010.

This is a hybrid meeting and will be streamed on Zoom. Any taxpayer may appear and be heard for or against the subject. Public comment may also be submitted in advance to the City Clerk's Office by email: tiffany.ostreim@ci.longview.wa.us with "Public Comment" in the subject line.

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

Zoom link: <https://us02web.zoom.us/j/82394132374>

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

Webinar ID: 823 9413 2374

DATED at Longview, Washington, this 14th day of September, 2023.

THE CITY OF LONGVIEW
Tiffany Ostreim, City Clerk

Published: September 21, 2023



City of Longview

Agenda Summary

BID REVIEW – DOWNTOWN TRAFFIC SIGNAL UPGRADES

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO MILL PLAIN ELECTRIC IN THE AMOUNT OF \$377,926.16

COUNCIL INITIATIVE ADDRESSED:

Improve transportation systems

Improve streets and roads

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

This project provides for the procurement and installation of new traffic signal controllers, conflict monitors, pedestrian signal heads, and any other incidentals necessary to complete the specified work.

On August 9, 2023, six bids were received as follows:

\$377,926.16, Mill Plain Electric, Vancouver, WA

\$425,256.69, Elite Electrical Contracting, Longview, WA

\$479,964.00, Northeast Electric, Woodland, WA

\$537,802.64, Schneider and Son, Yacolt, WA

\$562,776.63, City Electric, Ridgefield, WA

\$630,379.66, American Electrical Construction, Battle Ground, WA

\$600,000 - Engineer's Estimate

The low bid received was determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Arterial Streets Fund, and through WSDOT Local Agency Agreement LA-10187 at a 100% match level.

STAFF CONTACT:

Will Hoskins, P.E., Project Engineer

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – VANDERCOOK PARK RESTROOM UTILITIES

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO CLARK AND SONS IN THE AMOUNT OF \$74,575.00

COUNCIL INITIATIVE ADDRESSED:

Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

This project provides for the installation of water, sanitary sewer and electrical power at the new location of the Vandercook Park Restroom facility.

On August 25, 2023, three quotes were received as follows:

\$74,575.00, Clark and Sons, Battle Ground, WA

\$77,006.00, Midway Underground, Toledo, WA

\$87,410.00, Advanced Excavation Specialists, Kelso, WA

\$75,000.00 - Engineer's Estimate

The low bid received was determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Building Capital Fund, and through Department of Commerce Grant/Direct Legislative Appropriation at a 100% match level.

STAFF CONTACT:

Will Hoskins, P.E., Project Engineer

Attachments: None



City of Longview

Agenda Summary

ORDINANCE NO. 3492 AND ORDINANCE NO. 3493 ZONING AND ANNEXATION OF 3312 VIRGINIA WAY

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3492 AND ORDINANCE NO. 3493

DATE: SEPTEMBER 14, 2023

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

A single parcel included within the comprehensive plan for the city as zoned Low Density Residential (R-1), has submitted a notice of intent to commence annexation proceedings to annex into the City from the County. City Council held the required Public Hearing August 22nd and approved of the annexation area and zoning, as well as directed the City Attorney to create the ordinances and file an intent to annex with the Cowlitz County Boundry Review Board.

FINANCIAL SUMMARY:

If annexed, the revenue shifted into the City is estimated at \$1,281.23, and included in the County vs City attachment.

STAFF CONTACT:

McAllister Kosar, Planner

Attachments:

1. Ord 3492 - 3312 Virginia Way Zoning Designation
2. Ord 3493 - 3312 Virginia Way Annexation
3. Exhibit A

ORDINANCE NO. 3492

AN ORDINANCE AMENDING CHAPTER 19 OF THE LONGVIEW MUNICIPAL CODE, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF LONGVIEW, TO REFLECT THE APPLICATION OF A ZONING DESIGNATION OF R-1 RESIDENTIAL DISTRICT ZONING TO A 1.4 ACRE PARCEL OF LAND TO BE ANNEXED INTO THE CITY OF LONGVIEW

WHEREAS, in response to a request for annexation of 1.4 acre parcel to the City of Longview, the City Council of the City of Longview, Washington, did hold the final public hearing, pursuant to notice duly published and posted, on the petition addressed to the City Council of said City requesting that the boundaries of said City be altered by including therein certain real property contiguous to the City of Longview; and

WHEREAS, City Staff, after public hearings as required by law, has recommended the following amendments to Title 19 of the Longview Municipal Code, officially designated as the Zoning Ordinance of the City of Longview, originally adopted by Ordinance No. 1334 of said City to provide for the zoning to be applied to this 1.4 acre parcel; and

WHEREAS, after reviewing the information presented to the City Council and the recommendation of the City Staff, and after having considered all of the evidence and testimony presented in favor and against such amendment, at their August 22, 2023 meeting, the City Council voted to approve the recommendation of R-1 Residential District zoning for said 1.4 acre parcel, as shown in Exhibit A.

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

Section 1. The City Council adopts the following findings in support of the comprehensive plan amendment and rezone for a 1.4 acre parcel to be annexed to the city, that is the subject of this ordinance:

1. The proposal is consistent with City's Comprehensive Plan goals for land use and housing, specifically goal LU-B (Ensure that the location and design of new development is appropriate in type, density, and location considering existing land-use patterns, capacity of public facilities, natural characteristics of the land, and community preferences).
2. The proposal is consistent with Policy LU-G (Coordinate planning and decision making between the City, Cowlitz County, and other urban service providers in matters relating to urban services and development, ensure that annexations to the City of Longview meet development and growth needs, create reasonable service areas for city services, and form logical extensions of city boundaries).
3. The proposal is consistent with the intent statement for Objective LU-E.4 Policy LU-E.4.1 (Identify single-family dwellings as the principal use in the City's established low-density residential districts. Allow for secondary uses that are compatible with a single-family character).

Section 2. That the following described area located in the City of Longview, Cowlitz County, Washington, shall be, and is hereby designated to the zoning classification of R-1 Residential District, as follows:

Those parcel number commonly known as

6109701 (County Property ID: 3044518)

As shown on the Proposed Zoning map attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. 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: _____

Exhibit A



ORDINANCE NO. 3493

AN ORDINANCE ANNEXING THE REAL PROPERTY HEREINAFTER DESCRIBED TO THE CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON, AS PROVIDED BY THE LAWS OF THE STATE OF WASHINGTON.

WHEREAS, on the 22nd day of August, 2023, the City Council of the City of Longview, Washington, did hold the final public hearing, pursuant to notice duly published and posted, on the petition addressed to the City Council of said City requesting that the boundaries of said City be altered by including therein certain real property contiguous to the City of Longview, said petition having been signed by the owners of not less than 60% in value, according to the assessed valuation for general taxation of said property; and

WHEREAS, on August 2, 2023 the Cowlitz County Assessor, pursuant to RCW 35A.01.040(9) certified that she had received the "Keating" petition for annexation filed with the City of Longview that said petition contains valid signatures of property owners of at least sixty percent (60%) of the value as assessed for the general taxation of the property for which annexation is petitioned, and therefore issued a Certificate of Sufficiency; and

WHEREAS, following accepting this ordinance, Notice of Intention regarding the annexation will be filed with the Cowlitz County Boundary Review Board ("Board"); and

WHEREAS, the area proposed for annexation is approximately 1.4 acres more or less in size, and is of \$573,900 in assessed valuation for the 2023 payable year; and

WHEREAS, all requirements of Chapter 35A.14 RCW preliminary to said final hearing have been duly complied with; and

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

Section 1. That said City Council specifically finds that the land described in the Petition for Annexation is situated in the County of Cowlitz in the State of Washington, is contiguous, proximate and adjacent to the present corporate limits of said City and is more particularly described on "Exhibit A" attached hereto and by this reference made a part of this Ordinance.

Section 2. That all of the covenants and conditions precedent to the annexation of said property are hereby made a part of this Ordinance as though fully set forth herein. Said covenants and conditions precedent, are as contained in the Petition for Annexation, and are on file in the office of the City Clerk of said City.

Section 3. That the territory set forth in said "Exhibit A" hereto attached, shall be, and is hereby, made a part of the City of Longview, Cowlitz County, Washington, on the date that this Ordinance takes effect.

Section 4. The City Council hereby declares that should any section, paragraph, sentence or word of this Ordinance be declared for any reason to be invalid, it is the intent of said City Council that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid, and that the remainder of said Ordinance shall be and remain in full force and effect.

Section 5. This Ordinance shall take effect and be in full force and effect from and after thirty (30) days of its passage and publication as required 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:

City Attorney

Published:_____

EXHIBIT A

EXHIBIT A

Keating
BLA Description
July 8, 2016

Proposed New City Limit

In the interest of a **BOUNDARY LINE ADJUSTMENT**, the Grantor's John P. Keating and Lynda J. Keating, husband and wife, owners of that certain tract of land being Lot 1 as recorded under Auditor's File No. (AFN) 3530577, as shown on that certain Short Subdivision No. CC04-004 and recorded in Volume 13 of Short Plats, Page 160, under AFN 3230807, records of Cowlitz County, located in the Northwest Quarter (NW¼) of Section 21, Township 8 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, relinquish and convey all interests in said Lot 1 to the Grantee, Juliet A. Foster, lying Northeasterly of the following described line: Commencing at the Northwest corner of said Lot 1, being a 5/8-inch rebar with a plastic survey cap, marked Germunson LS 10997;
thence North 61°32'20" East along the Northwesterly line of said Lot 1 a distance of 22.00 feet to the POINT OF BEGINNING;
thence South 40°53'03" East a distance of 112.16 feet;
thence South 53°14'31" East a distance of 171.86 feet to the common line between said Lot 1 and Lot 2 of said Short Subdivision and the terminus of said described line.
Subject to reservations, restrictions and easements of record.

EXHIBIT A

Proposed New City Limit

Keating
BLA Description
July 8, 2016

In the interest of a **BOUNDARY LINE ADJUSTMENT**, the Grantor's John P. Keating and Lynda J. Keating, husband and wife, owners of that certain tract of land being Lot 1 as recorded under Auditor's File No. (AFN) 3530577, as shown on that certain Short Subdivision No. CC04-004 and recorded in Volume 13 of Short Plats, Page 160, under AFN 3230807, records of Cowlitz County, located in the Northwest Quarter (NW¼) of Section 21, Township 8 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, relinquish and convey all interests in said Lot 1 to the Grantee, Juliet A. Foster, lying Northeasterly of the following described line: Commencing at the Northwest corner of said Lot 1, being a 5/8-inch rebar with a plastic survey cap, marked Germunson LS 10997;

thence North 61°32'20" East along the Northwesterly line of said Lot 1 a distance of 22.00 feet to the POINT OF BEGINNING;

thence South 40°53'03" East a distance of 112.16 feet;

thence South 53°14'31" East a distance of 171.86 feet to the common line between said Lot 1 and Lot 2 of said Short Subdivision and the terminus of said described line.

Subject to reservations, restrictions and easements of record.



City of Longview

Agenda Summary

REGIONAL WATER TREATMENT PLANT PARTICIPANTS AGREEMENT

RECOMMENDED ACTION:

MOTION TO DIRECT THE CITY ATTORNEY TO DRAFT A RESOLUTION WHICH AUTHORIZES THE CITY MANAGER TO SIGN THE REGIONAL WATER TREATMENT PLANT PARTICIPANTS AGREEMENT

COUNCIL INITIATIVE ADDRESSED:

Continued effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The original Regional Water Treatment Plant Participants' Agreement between City of Longview and Public Utility District No. 1 of Cowlitz County, Washington (Cowlitz PUD) was signed on December 18, 1978. Many changes have occurred since 1978. Most notably were: the change in water operators in 2010 from Cowlitz PUD to Beacon Hill Water Sewer District (BHWSD), the change in 2013 from a surface water source at the Cowlitz River to a ground water source in the Mint Farm Industrial Park, construction of the new water treatment plant, and most recently the demolition of the old Fisher's Lane treatment plant.

Staff, with the cooperation of the BHWSD staff have updated and modernized the participants' agreement and will present the new agreement for your consideration. There were few if any substantive changes. Most changes are a modernization of language, an update to account for a new partner in BHWSD and an update to reflect new facilities and wheeling connections.

Staff Contact:

Ken Hash, Public Works Director

Attachments:

1. Participants Agreement
2. 1978 Participants Agreement

REGIONAL WATER TREATMENT PLANT

PARTICIPANTS' AGREEMENT

between

CITY OF LONGVIEW

and

BEACON HILL WATER AND SEWER DISTRICT

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REGIONAL WATER TREATMENT PLANT
PARTICIPANTS' AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the CITY OF LONGVIEW, a municipal corporation, formed and existing under the laws of the State of Washington, hereinafter referred to as "Longview",

and

BEACON HILL WATER AND SEWER DISTRICT (BHWSO), a special purpose district, formed and existing under the laws of the State of Washington, hereinafter referred to as "District".

RECITALS

WHEREAS:

A. The public health, welfare and safety of the people in the Water Service Area of Longview and the District require ongoing operation, maintenance, improvement, and replacement of water treatment facilities and the preservation of water supply resources for the area.

B. On December 18, 1978, Longview and the Public Utility District No. 1 of Cowlitz County, Washington (Cowlitz PUD), entered into the Regional Water Treatment Plant Participants' Agreement to improve and expand Longview's existing water treatment facility to create a Regional Water Treatment Plant to provide water to serve the needs of Longview and the Cowlitz PUD; and created the Water Operating Board to oversee design, construction, operation, maintenance, and replacement of the Regional Water Treatment Plant. The Participants' Agreement was subsequently amended on April 25, 1994 and March 12, 2002.

C. In accordance with the Participants' Agreement, Longview's water treatment plant at 101 Fishers Lane, Longview, WA, was improved and expanded to create the Regional Water Treatment Plant, which withdrew surface water from the Cowlitz River and operated for many years providing potable water to Longview and Cowlitz PUD customers, with periodic purchases of water by the City of Kelso as allowed by the Participants' Agreement.

D. In October 2005, the updated Water System Plan for the Longview-Kelso Urban Area highlighted service life challenges for the Regional Water Treatment Plant, including continuing sediment deposition in the Cowlitz River from the Mount St. Helens eruption in 1980; aged and deteriorating facilities and equipment at the treatment plant; and increasing screening and dredging regulations due to threatened and endangered fish species in the Cowlitz River. Beginning in May 2006, at the direction of the Water Operating Board, Longview retained various consulting engineering firms and began evaluating options to upgrade or replace the treatment plant.

E. Effective November 20, 2007, Cowlitz PUD and the District entered into an agreement for the District to operate and maintain the Cowlitz PUD water supply and distribution system, exploring the potential for the District to acquire the Cowlitz PUD water system.

F. On May 8 and June 12, 2008, after considerable evaluation of water supply options and water quality testing, Longview, Cowlitz PUD, and the District, determined the preferred option would be to develop a groundwater supply and treatment facility at the Mint Farm Industrial Park in the city of Longview.

G. On March 16, 2009, Longview retained Kennedy/Jenks Consultants to provide preliminary design, permitting, final design, construction support services for the new Regional Water Treatment Plant.

H. On June 3, 2009, Longview and Cowlitz PUD entered into the Interlocal Agreement for Supplemental Financing of New Regional Water Treatment Facility and Groundwater Source, to provide for the Cowlitz PUD to secure a Public Works Trust Fund pre-construction loan on behalf of the Participants to assist with design costs for the new groundwater supply and treatment facility, and to guarantee repayment of the loan.

I. In accordance with the City of Longview Mint Farm Regional Water Treatment Plant Preliminary Design Report completed by Kennedy/Jenks Consultants in March 2010, Longview contracted to construct the new groundwater supply, treatment facility, and transmission main at the Mint

Farm Industrial Park on behalf of the Participants.

J. On December 28, 2010, the District acquired the Cowlitz PUD water supply and distribution system, including all rights, responsibilities, and obligations associated with the Participants' Agreement and construction of the new Regional Water Treatment Plant.

K. On January 31, 2013, the new Regional Water Treatment Plant at the Mint Farm Industrial Park was placed into service.

L. On November 14, 2016, Longview acquired from the District, the Fishers Lane Treatment Plant intake facility on the Cowlitz River to use as a source of flushing water to maintain water quality in Lake Sacajawea.

M. On August 23, 2018, Longview acquired from the District, all rights, responsibilities, obligations, and liabilities related to the remainder of the Fishers Lane Treatment Plant.

N. In order to continue operation, maintenance, and eventual replacement of Regional Water Treatment Plant facilities and provide potable water to their water service areas, Longview and the District desire to covenant and agree with each other relative to certain rights and duties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

ARTICLE I DEFINITION OF TERMS

The following words and phrases used in this Agreement shall have the following meaning:

1. "Regional Water Treatment Plant" and "RWTP" shall mean all of the facilities at the Mint Farm Industrial Park constructed, acquired, or used as part of the joint water treatment plant. The Regional Water Treatment Plant, as described in Exhibit A, attached hereto, shall include the water treatment plant, the groundwater wells and pumping stations at their present location at the Mint Farm, the treatment plant property, the 30-inch transmission main, and all water rights and regulatory permits, or as the same may hereafter be modified by mutual agreement.

2. "Participants" shall mean Longview and the District.
3. "Local Distribution Systems" shall mean all of the facilities owned or operated by the Participants for the local distribution of water to be delivered from the Regional Water Treatment Plant as provided in this Agreement.
4. "Purchasing Purveyor" shall mean any water utility, excluding the Participants, that purchases water from the Regional Water Treatment Plant for delivery to retail customers.
5. "Prudent Utility Practice" shall mean any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.
8. "Water Service Area" shall mean the geographic representation of water service area responsibility for Longview and the District as set forth in their respective Water System Plans.

ARTICLE II WATER OPERATING BOARD

The Participants have established a three (3) member Water Operating Board comprised of two representatives to be appointed by Longview and one (1) representative to be appointed by the District. Any salaries and expenses of the representatives of the Water Operating Board shall be paid by the Participant appointing said representatives.

The Water Operating Board shall be responsible for establishing and maintaining budgets, adopting rules and regulations for the use of the Regional Water Treatment Plant, including a 5-year projection of water treatment requirements, reviewing plant design, establishing rates as set forth under Article VI, and such other duties as may be appropriate. The intent of this provision is that the allocation

of costs as out lined in Article VI be the responsibility of the Water Operating Board. .

The Water Operating Board shall assure that adequate water rights are established in the name of the Participants for present and future needs of the Water Service Area.

In the event an action of the Water Operating Board is deemed by a Participant to not be a Prudent Utility Practice, said Participant shall have the right to call for arbitration of the matter by an impartial arbitrator. Actions submitted to arbitration shall be judged according to the terms of this Agreement and on the basis of whether the action is consistent with Prudent Utility Practice.

A Participant requesting arbitration must give written notice of such intent to the other Participant within one hundred and twenty (120) days after the date of the contested action. The Participants shall mutually agree upon an arbitrator within fifteen (15) days after notice of intent to arbitrate has been given. In the event of failure to agree on selection of an arbitrator, each party shall within five (5) calendar days submit a list of five names to the Presiding Judge of the Superior Court of the State of Washington for Cowlitz County with the request that he designate an arbitrator from such lists. The fee paid to the arbitrator shall be considered as an operation expense of the Regional Water Treatment Plant.

ARTICLE III CONSTRUCTION AND ACQUISITION OF THE REGIONAL WATER TREATMENT PLANT

The Regional Water Treatment Plant facilities were constructed on property acquired by and titled in the name of Longview, except that the 30-inch transmission main was constructed in an easement granted to Longview. In accordance with this Agreement, the Regional Water Treatment Plant and 30-inch transmission main, and the land and easements containing such facilities, shall be jointly owned by the Participants. Modifications may be made as to the location, type, and size of the water treatment plant so long as such modification is consistent with the intent and purposes of this Agreement, and is approved by the Participants. Both Participants shall have access to the Regional Water Treatment Plant at all reasonable times.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

Water from the Regional Water Treatment Plant shall be provided to the Participants in accordance with the rules of the Water Operating Board and in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

The Regional Water Treatment Plant shall not directly provide water to any person, firm or corporation or governmental agency that is located within the boundaries of the Water Service Area of any Participant without the written consent of both Participants.

To the extent that sufficient capacity exists in the Regional Water Treatment Plant in excess of that capacity required to meet the present and forecasted needs of the Participants, water may be sold within specified limits in amount and term, to Purchasing Purveyors. Sale of water to Purchasing Purveyors shall take place only upon mutual agreement of the Participants and charges for water sold shall be based on metered delivery at an established rate and at Points of Delivery set by the Water Operating Board.

Any Participant shall be prohibited from making a direct or indirect sale of water to a Purchasing Purveyor for use outside the Participants' Water Service Area without the written consent of the other Participant.

The Regional Water Treatment Plant shall be the principal source of supply for distribution to all water customers within the respective Water Service Areas of the Participants. In the event of an emergency, or if no pipelines connect from the Regional Water Treatment Plant to a segment of its Local Distribution System, or if a Participant is unable to negotiate satisfactory wheeling arrangements for delivery of water to a segment of its Local Distribution System, and an alternative source of water supply is available for that segment, said Participant shall have the right to utilize said other source of supply upon approval of the Water Operating Board; said approval will not be unreasonably withheld.

It shall be the responsibility of each Participant to maintain and operate its Local Distribution

System at standards not less than those required by applicable State and Federal regulatory agencies. Each Participant shall endeavor to make improvements to its Local Distribution System to reduce water loss through the system, and to design and construct reasonable and sufficient storage capacity, with the intent to conserve water as a natural resource and to reduce unnecessary treated water production requirements upon the Regional Water Treatment Plant.

In the event the Regional Water Treatment Plant is unable to produce water in volumes sufficient to meet the requirements of the Participants, it is agreed that the Participants shall share equally on a percentage basis in the curtailment of water deliveries, using the average Participant share of deliveries during the 12-month period preceding the decision that curtailment is necessary.

The Participants mutually agree on the right of one Participant to use the Local Distribution System of the other Participant in meeting its requirements to deliver water to customers within its service area. A Participant desiring to use any portion of the other Participant's facilities, as joint use shall make a written request indicating what facilities are to be used and anticipated volume requirements on the facilities. Such use shall be subject to the facilities' owner Participant determination that sufficient flow and pressure are available to meet the requested use without adversely affecting its customers.

A Participant using the other Participant's Local Distribution System shall pay an amount based on the reasonable and equitable costs of operation, maintenance, and capital recovery. The amount to be charged and other terms and conditions for the joint use of facilities shall be set forth by separate agreement.

ARTICLE V FINANCING OF CAPITAL REQUIREMENTS AND FUTURE CAPITAL ADDITIONS

Effective January 1, 2001, each Participant shall be responsible for paying its pro-rated share of the capital cost to rehabilitate, modify, improve, and expand the Regional Water Treatment Plant on the basis of actual historical water usage as shown in Exhibit C, attached hereto.

The proceeds of State and Federal grants received toward construction of the Regional Water Treatment Plant, shall be credited to each Participant's share of capital cost in the same proportions as the ratios calculated as shown in Exhibit C. The capital cost to be funded by the Participants will then be defined as the total cost of the plant, less proceeds of grants and other third party proceeds applied to the plant cost, with the remainder to be allocated according to the ratios calculated as shown in Exhibit C.

As design and construction work progresses, Longview shall give written notice to the District of progress payments required. The District shall, within fifteen (15) days of receiving said notice, make payment to Longview for its pro-rated share of the required progress payment.

Capital additions for the purpose of replacements, repairs, betterment, or expansion may be made upon the mutual agreement of the Participants, provided however, that Longview shall be authorized to make emergency repairs or replacements without prior consent of the Water Operating Board if necessary to preserve the physical integrity of the Regional Water Treatment Plant.

In order to provide that neither Participant shall require and utilize capacity in the Regional Water Treatment Plant that was paid for by the other Participant, it is agreed that a participant funding adjustment will be made annually to compensate for disproportionate use of the plant. The participant funding adjustment shall be calculated as shown in Exhibit D attached hereto, and incorporated herein by this reference. The participant funding adjustment will reflect a capital recovery payment to derive plant capital funding by each Participant at the end of each billing year equal to the actual accumulated consumption percentages as calculated in Exhibit C. For calculation purposes, plant capital is defined as the total audited assets of the Regional Water Treatment Plant as reported by the City of Longview net of accumulated depreciation, less grants and other third party proceeds that have been applied to reduce the Participants' funding obligation.

The Participants recognize that over time the Regional Water Treatment Plant depreciates as the revenue producing assets consume their useful lives. It is agreed that the most equitable

method to fund plant use and capital additions is based on actual consumption volumes by each Participant under the accrual method of accounting. It is further agreed that, to identify plant value relative to Participant consumption volumes from which it was acquired, the costing assumption of an average 25-year plant life will be used in the Participant funding adjustment as the term for accumulating consumption ratios as shown in Exhibit C. Annually, Longview shall calculate the Participant funding adjustment and deliver such on a separate statement to each Participant. The Participant utilizing more than its previous year Exhibit C share shall process payment of the adjustment without unnecessary delay.

The Participants may establish a system development charge (SDC) for new connections that require water service from the Regional Water Treatment Plant. The amount of these charges shall be calculated as a function of equivalent residential units (ERU's) per meter size to recover the cost of new development's use of existing surplus capacity or an expansion of the Regional Water Treatment Plant, and will be uniform throughout the service area. The Water Operating Board agrees to perform a study to help establish a SDC for new connections. In the event that an SDC is not approved by one or both of the participants, future improvements will be funded by mutual agreement based on the current proportional flow methodology.

Each Participant retains the option of remitting to the Water Operating Board an amount equal to that which would have been collected through system development charges if that Participant chooses not to apply the charge for new connections to its customers. Moneys collected by the Participants under this system development charge provision shall be remitted to the City of Longview on a monthly basis. The system development charge for new connections that are established in stages or phases may be paid as each stage or phase is developed. These moneys will be placed into a separate cumulative Fund and used only for those capital items eligible for this Fund under in this Article. For purposes of calculating the Capital Participation Funding Adjustment as outlined in Exhibit D, these moneys will be excluded (unless otherwise agreed by the Participants) until such time as they are applied to the cost of plant expansion. At that time,

these moneys will be included as nonparticipant funding in the adjustment to current capital financed.

ARTICLE VI
DETERMINATION OF RATES AND ACCOUNTING PROCEDURES

Participants shall be entitled to receive water from the Regional Water Treatment Plant at a single rate to be determined by the Water Operating Board in accordance with the formula and criteria set forth herein.

The rate for water delivered from the plant to Participants shall be based on the cost of operating and maintaining the Regional Water Treatment Plant. The rate shall not include interest and depreciation expense since each Participant shall be responsible for separately funding its share of the cost of, expansion, enhancements, renewals, and replacements.

Income to meet the budget requirements for the Regional Water Treatment Plant shall consist of all funds received into the operating fund of the Regional Water Treatment Plant, including, but not limited to, revenues paid by the Participants for volumes of water used, interest earned on the investment of treatment plant reserve funds, and revenues resulting from the sale of treated water to other purveyors pursuant to Article IV.

Monthly charges to each Participant shall be based on the actual metered volume of water delivered. A statement showing the amount of water delivered to each Participant shall be presented monthly by Longview to the District on or before the tenth day of each month. The Participants shall make payment into the fund for operation of the treatment plant for their share of the water delivery on or before the last day of such month. If either Participant fails to make said payment within a period of fifteen (15) days following its due date, said Participant shall be

charged with and shall pay into the treatment plant operating fund, interest on the amount unpaid at the rate of eight percent (8%) per annum.

The Water Operating Board shall annually review the rate for water delivered to the Participants. Factors to be considered when reviewing the rate shall include, but not be limited to, the adequacy of the rate to produce revenues sufficient to meet the projected operating and maintenance expenses, and the maintaining of an adequate and reasonable reserve fund for working capital and unforeseen contingencies.

Permanent books and records shall be kept by Longview on the volume of water delivered to the Participants at metering points established by the Participants. Such books and records shall be available to the Water Operating Board. In addition, the Water Operating Board shall have the right to audit and review all books of accounts that shall show all costs incurred in connection with the operation of the Regional Water Treatment Plant, including both revenues and expenditures. Such records shall show a complete accounting of all amounts billed to each of the Participants based on metered volumes of water used.

By August 31 of each year, Longview shall provide to the Water Operating Board a comprehensive financial statement for the previous calendar year and preliminary budget projections for the balance of the current year and the next year. The Water Operating Board shall then prepare and approve a final budget and recommend a rate for water delivered to the Participants and Purchasing Purveyors by December 1 of each year.

It is intended that the participation ratio determined in Exhibit C reflect as nearly as possible the true utilization of the output of the treatment plant. However, in recognition of the fact that the relative positions of the Participants will change over time due to such things as the addition or the loss of a large customer or transfer of ownership of a portion of a Participant's

service area, it is agreed that if the provisions of this Agreement do not adequately accommodate such changes to the satisfaction of both Participants, the parties will modify this Agreement as required. In the event that continued participation in this Agreement without such modifications of terms will cause a detriment to either Participant, said Participant may at any time give written notice to the other Participant that it requests re-negotiation of all or any part of this Agreement. Each Participant shall upon such notice, forthwith commence and pursue, without any unnecessary delay, good faith negotiations for modification of this Agreement to eliminate such detriment. If such negotiations shall fail to result in such modifications, the party suffering detriment may call for arbitration of the matter following the procedures set forth in Article II.

ARTICLE VII INSURANCE AND LIABILITY FOR DAMAGES

Each Participant shall secure and maintain with responsible insurers, all such insurance as is customarily maintained and available at reasonable cost with respect to water systems of like character owned and operated by them against loss of or damage to their Local Distribution System. The Water Operating Board shall provide insurance and liability coverage for the Regional Water Treatment Plant, the cost of such insurance to be a necessary cost of the operation of the Regional Water Treatment Plant.

Each Participant agrees to defend, indemnify, pay on behalf of, and hold the other Participant harmless for any claims, injuries, damages or losses solely the result of each such Participant's own negligence.

ARTICLE VIII OPERATING PERSONNEL

Longview shall be responsible for a staff of employees to properly operate and maintain the Regional Water Treatment Plant. The number and classifications of personnel necessary for the operation

of the system shall be in accordance with State requirements, at a minimum, and shall be reviewed and approved by the Water Operating Board.

ARTICLE IX
DISSOLUTION OR TERMINATION

No party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the Participants. This Agreement shall be binding upon and inure to the benefits of the respective successors and assigns of the parties hereto, if any. In the event of assignment of this Agreement and the dissolution of one of the Participants, the remaining Participants assuming the responsibility for water service to the terminating party shall also be responsible for the debt service and other expenses of the Regional Water Treatment Plant that the terminating party had been paying based on the volume of water usage as provided herein.

ARTICLE X
EXECUTION AND TERM OF AGREEMENT

This Agreement shall be in full force and effect and binding upon all parties hereto upon its execution and it shall continue in full force and effect until termination upon mutual agreement of the Participants.

Whenever in this Agreement notice of written approval is required to be given, the same shall be given by registered or certified mail addressed to the respective offices at the following addresses:

City Manager
City of Longview
PO Box 128
Longview, WA 98632

General Manager
Beacon Hill Water and Sewer District
1121 West Side Hwy
Kelso, WA 98626

unless a different address shall be hereafter designated in writing by any of the parties. The date of giving such notice shall be deemed to be the date of mailing thereof.

This Agreement shall be executed in two counter parts, either of which shall be regarded for all purposes as the original. Both parties agree to execute any and all deeds, easements, leases, instruments, documents, resolutions or ordinances necessary to give effect to the terms of this Agreement.

ARTICLE XI WAIVER AND EXISTING AGREEMENTS

No waiver by either party of any terms or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any party hereto. The covenants in this Agreement made for the benefit of bondholders of any Participant may be enforceable by them.

This Agreement merges and supersedes all other negotiations, representations, Agreements, and amendments between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties.

For: City of Longview:

City Manager

Attest:

City Clerk

Approved As To Form:

City Attorney

For: Beacon Hill Water & Sewer District:

General Manager

Approved As To Form:

District Attorney

EXHIBIT A

to

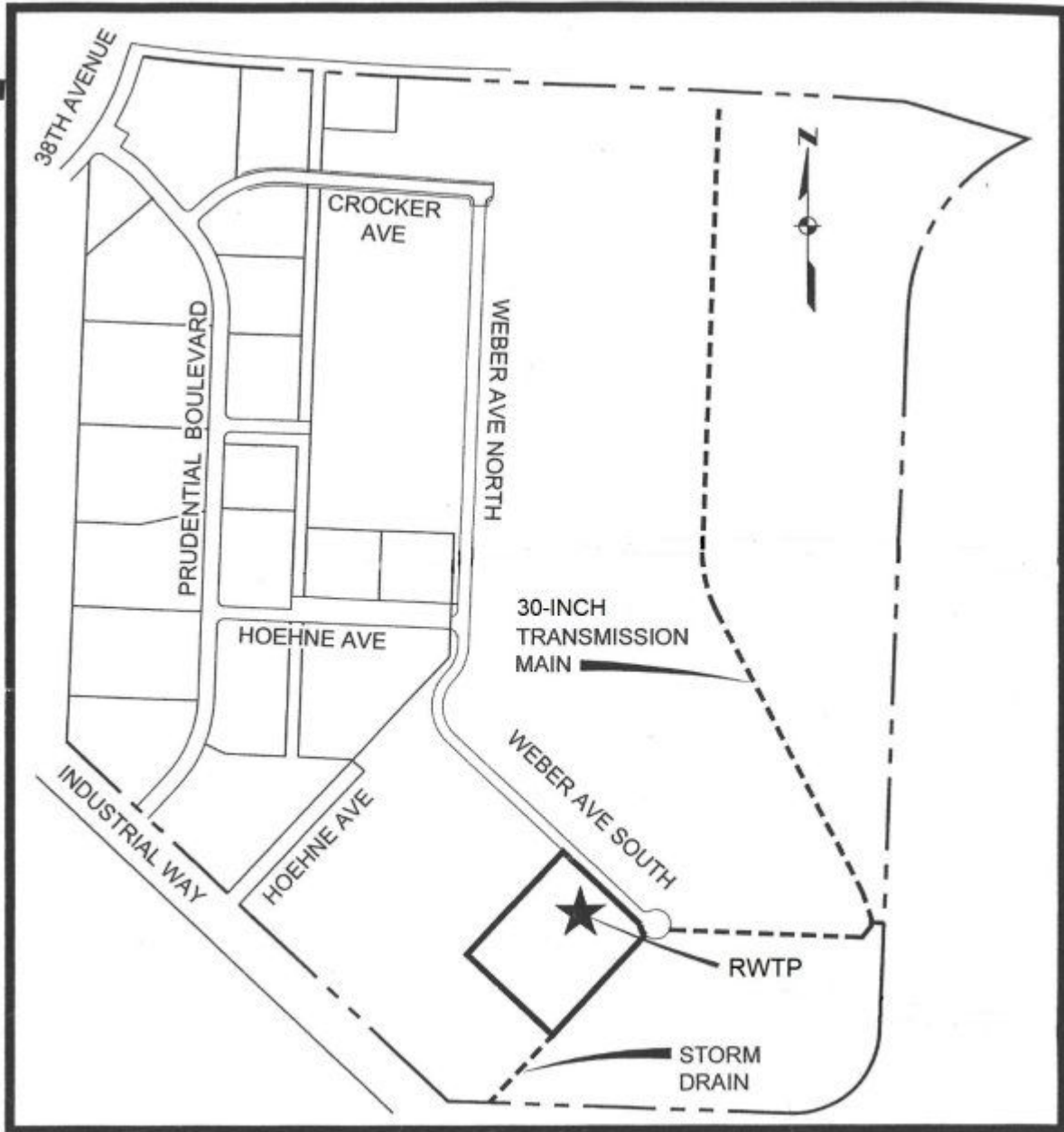
Regional Water Treatment Plant Participants' Agreement

Description of Regional Water Treatment Plant

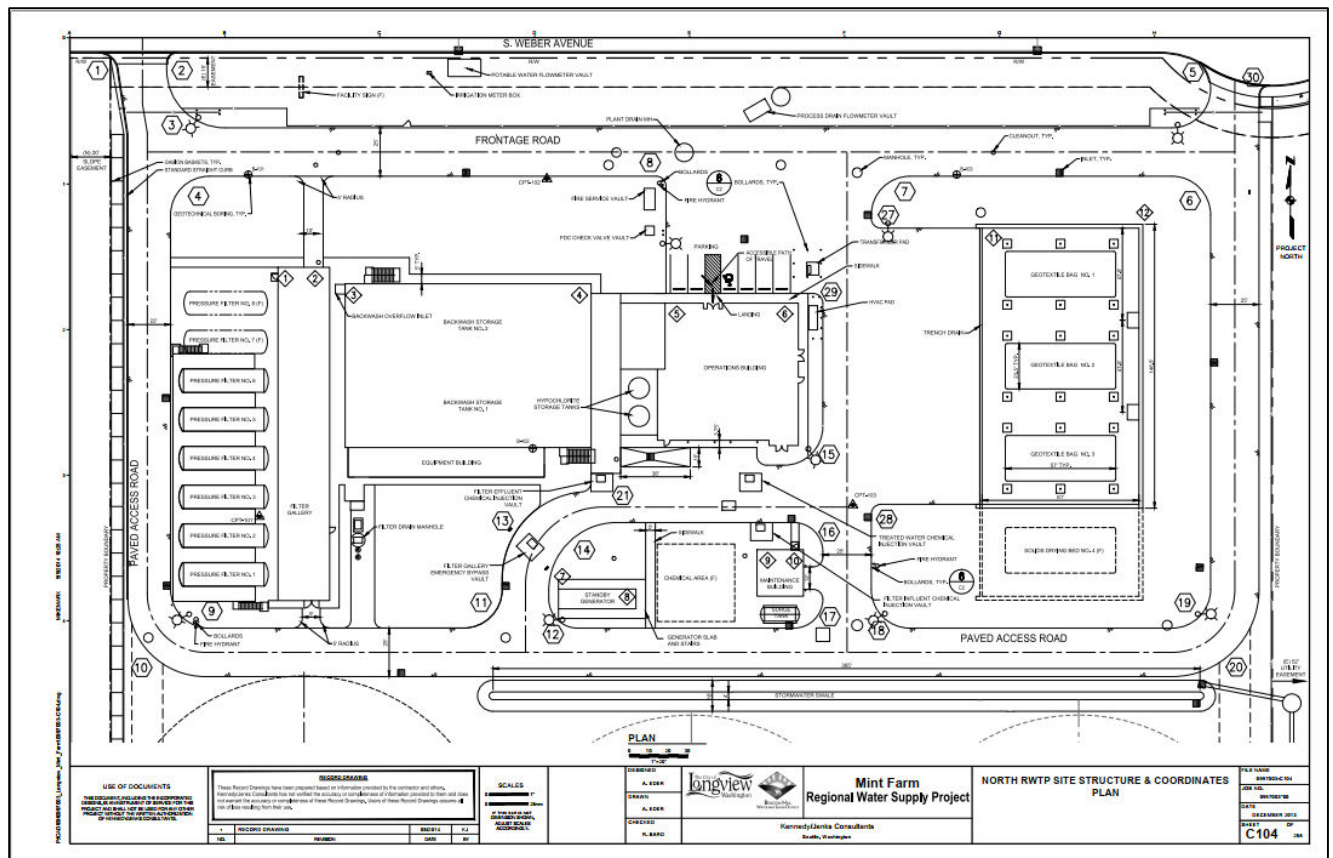
The Regional Water Treatment Plant shall consist of the existing regional water treatment plant and real property located in the Mint Farm Industrial Park at 1155 Weber Avenue, Longview (Parcel No. 101930306), together with the 30-inch transmission main connecting the treatment plant to Longview's 20-inch transmission main located adjacent to Consolidated Diking Improvement District No. 1 Ditch No. 12 at the north edge of the Mint Farm Industrial Park: all operating permits and water rights related to the municipal supply; as well as facilities to be added, constructed, rebuilt, renovated, acquired, or used as a part of the treatment plant. The Regional Water Treatment Plant as constructed and placed into service on January 2013 is depicted in Exhibit B. Additional facilities added to the treatment plant since January 2013, but not depicted in Exhibit B, such as air injection for dissolved oxygen addition, effluent flow meter, effluent diversion valve and discharge, etc., shall be considered to be part of the regional water treatment plant.

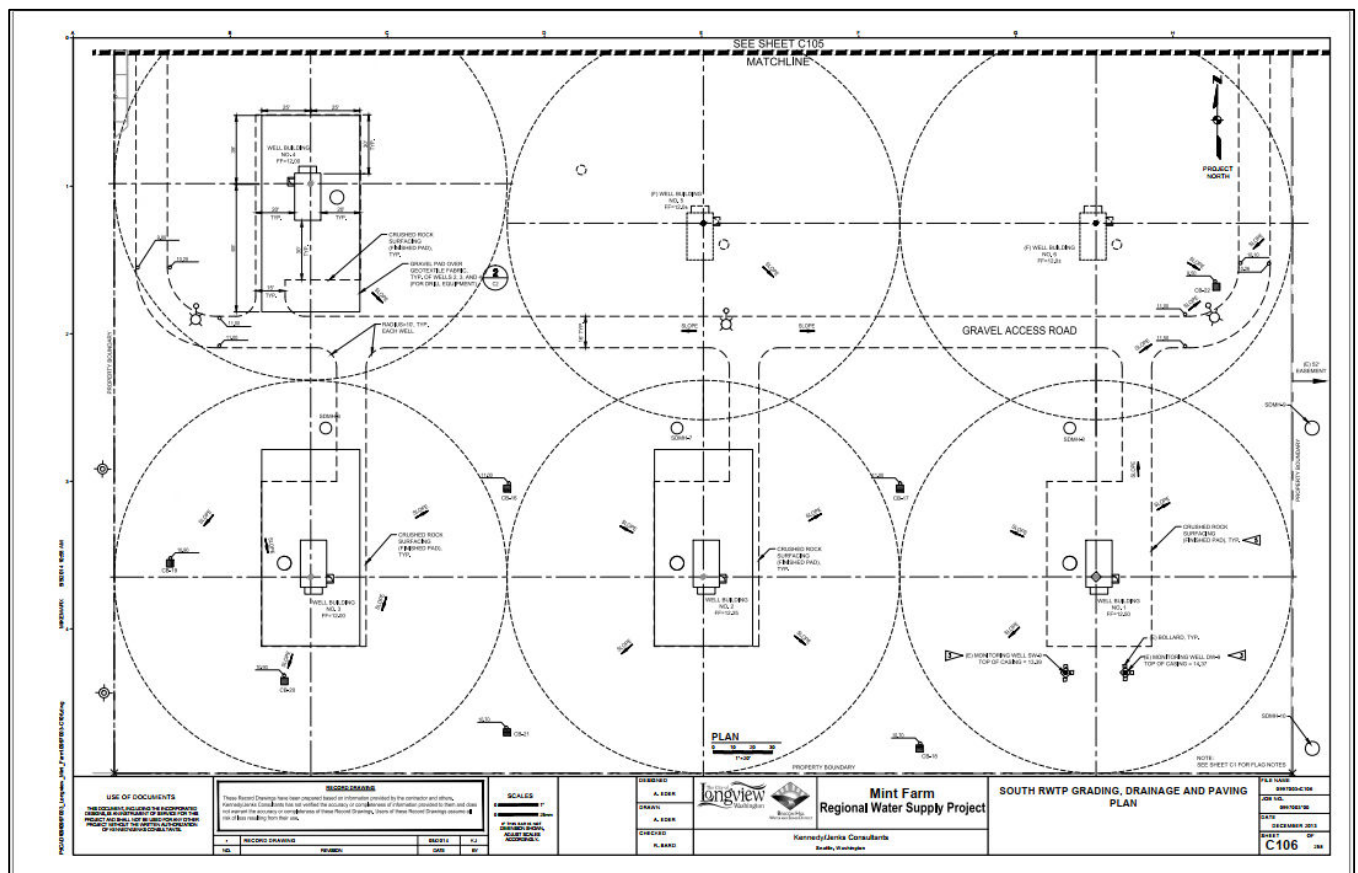
EXHIBIT B

Regional Water Treatment Plant Participants' Agreement Depiction of Regional Water Treatment Plant Facilities



Vicinity Map





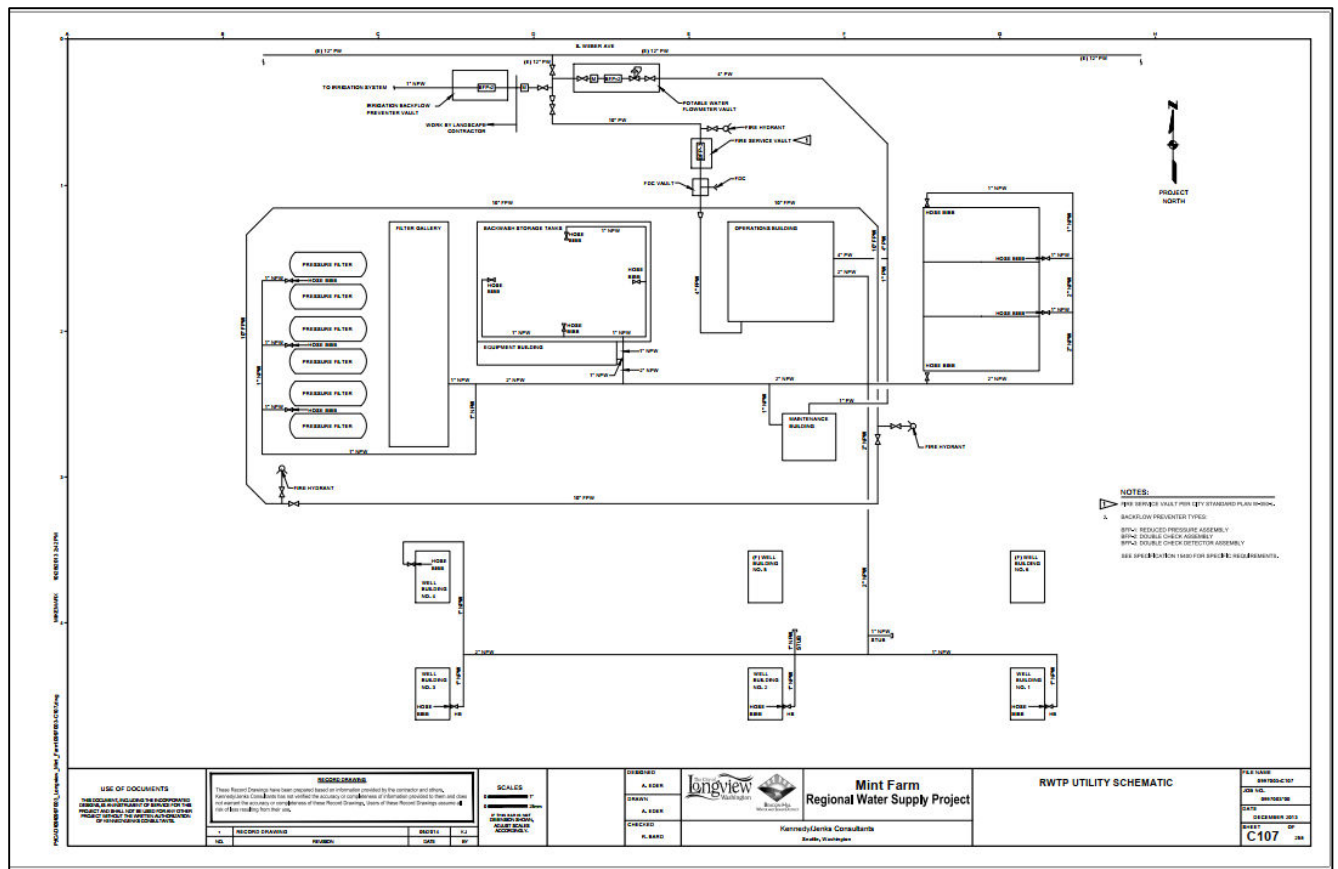


EXHIBIT C - 1

Regional Water Treatment Plant
Participant Consumption Distribution
As of December 31, 2022

Year	VOLUME DELIVERED (ccf)			CONSUMPTION PERCENTAGES			
	Total	BHWS D	City	ANNUAL		ACCUMULATED	
				BHWS D	City	BHWS D	City
1998	3,137,346	400,266	2,737,080	12.758%	87.242%	12.758%	87.242%
1999	3,161,044	438,190	2,722,854	13.862%	86.138%	13.312%	86.688%
2000	3,100,575	471,502	2,629,073	15.207%	84.793%	13.937%	86.063%
2001	2,863,676	457,749	2,405,927	15.985%	84.015%	14.415%	85.585%
2002	2,861,338	419,496	2,441,842	14.661%	85.339%	14.462%	85.538%
2003	2,892,634	451,737	2,440,897	15.617%	84.383%	14.647%	85.353%
2004	2,824,652	469,158	2,355,494	16.609%	83.391%	14.913%	85.087%
2005	2,761,002	444,756	2,316,246	16.108%	83.892%	15.053%	84.947%
2006	2,872,889	459,162	2,413,727	15.983%	84.017%	15.154%	84.846%
2007	2,734,853	421,706	2,313,147	15.420%	84.580%	15.179%	84.821%
2008	2,708,918	423,550	2,285,368	15.635%	84.365%	15.218%	84.782%
2009	2,567,688	418,321	2,149,367	16.292%	83.708%	15.298%	84.702%
2010	2,376,723	382,691	1,994,032	16.102%	83.898%	15.349%	84.651%
2011	2,318,155	362,914	1,955,241	15.655%	84.345%	15.367%	84.633%
2012	2,339,545	363,227	1,976,318	15.526%	84.474%	15.376%	84.624%
2013	2,550,654	358,966	2,191,688	14.073%	85.927%	15.301%	84.699%
2014	2,782,741	359,572	2,423,169	12.922%	87.078%	15.160%	84.840%
2015	2,665,734	366,198	2,299,536	13.737%	86.263%	15.083%	84.917%
2016	2,514,331	368,199	2,146,132	14.644%	85.356%	15.062%	84.938%
2017	2,476,232	369,239	2,106,993	14.911%	85.089%	15.055%	84.945%
2018	2,434,194	377,725	2,056,469	15.517%	84.483%	15.075%	84.925%
2019	2,288,203	366,229	1,921,974	16.005%	83.995%	15.111%	84.889%
2020	2,263,452	353,168	1,910,284	15.603%	84.397%	15.129%	84.871%
2021	2,320,506	368,275	1,952,231	15.870%	84.130%	15.156%	84.844%
2022	2,234,884	364,503	1,870,381	16.310%	83.690%	15.195%	84.805%
	<u>66,051,968</u>	<u>10,036,499</u>	<u>56,015,469</u>				

EXHIBIT D**Capital Participation Funding Adjustment****Regional Water Treatment Plant
Calculation Formula****Participant Percentages**

Consumption						Percentages			
BHWSID	ID	City	ID	Total	ID	BHWSID	ID	City	ID
Beginning participation	A	B		(A+B)	1	(A/1)	7	B/1	
Current year deliveries	C	D		(C+D)	2	C/2		D/2	
Consumption retired	E	F		(E+F)	3	E/3		F/3	
Ending participation	(A+C-E)	(B+D-F)		(4+5)	6	(4/6)	8	5/6	

Minority Interest Participation Change

	ID
Beginning consumption percentage	7
Ending consumption percentage	8
PUD participation increase (decrease)	(8-7) 9

Calculation of Funding Adjustment

	ID
<u>Funding Adjustment to Beginning Net Capitalized Plant</u>	
Beginning net capitalized plant	G
BHWSID participation increase (decrease)	9
Funding Adjustment to Beginning Net Capitalized Plant	G*9 10

<u>Funding Adjustment to Current Capital Financed</u>	
Current capital financed	H
Nonparticipant funding	I
Participant current capital financed	H-I 11
BHWSID participation increase (decrease)	9
Funding Adjustment to Current Capital Financed	9*11 12

Capital Participation Funding Adjustment Due City (BHWSID)**10+12****LEGEND KEY**

- A BHWSID cumulative consumption at the beginning of the reporting period.
- B City cumulative consumption at the beginning of the reporting period.
- C BHWSID consumption during the reporting period.
- D City consumption during the reporting period.
- E BHWSID consumption during the reporting period preceeding the average plant life.
- F City consumption during the reporting period preceeding the average plant life.
- G Total joint plant assets net of accumulated depreciation, less land, grants and other applied third party proceeds at the beginning of the reporting period.
- H Cost of total joint plant capital acquisitions during the reporting year.
- I Proceeds received from external parties and used to acquire current capital (H) .

REGIONAL WATER TREATMENT PLANT

PARTICIPANTS' AGREEMENT

between

CITY OF LONGVIEW

and

PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON

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REGIONAL WATER TREATMENT PLANT
PARTICIPANTS' AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of December, 1978, by and between the CITY OF LONGVIEW, a municipal corporation, formed and existing under the laws of the State of Washington, hereinafter referred to as "Longview," and
PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON, a municipal corporation, formed and existing under the laws of the State of Washington, hereinafter referred to as "District."

RECITALS

WHEREAS:

1. The public health, welfare and safety of the people in the Water Service Areas of Longview and the District require the improvement of the water treatment facilities and the preservation of water resources of the area.
2. Growth of population, topographic conditions and preservation of water resources require that a central regional water treatment facility be constructed and operated, and that Longview and the District provide for the production of water in general compliance with the Longview-Kelso "Urban Area Water Plan" as prepared by Stevens, Thompson and Runyan, Inc., dated August 1977, amended by the Gibbs & Olson report dated November 1977, and approved by the Cowlitz-Wahkiakum Governmental Conference on November 30, 1977.
3. To carry out the aforesaid Urban Area Water Plan, it is deemed most appropriate for Longview to improve and expand its present water treatment facility into a Regional Water Treatment Plant to produce and provide water to serve the needs of Longview and the District.
4. The financial recommendations for the construction of this Regional Water Treatment Plant propose that the funding thereof consist partially of State grants under Referendum Nos. 26 and 27. The application for said State grants was submitted on June 30, 1977, by Longview on behalf of Longview and the District, and an Offer and Acceptance Agreement with the State for a grant in an initial amount of \$994,560 was executed on August 29, 1977.

5. In order to accomplish the construction and operation of said Regional Water Treatment Plant, Longview and the District desire to covenant and agree with each other relative to certain rights and duties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

ARTICLE I
DEFINITION OF TERMS

The following words and phrases used in this Agreement shall have the following meaning:

1. "Urban Area Water Plan" shall mean the Comprehensive Regional Urban Area Water Plan for the Longview-Kelso Urban Area as prepared by Stevens, Thompson and Runyan, Inc., dated August 1977, amended by the Gibbs & Olson report dated November 1977, and approved by the Cowlitz-Wahkiakum Governmental Conference on November 30, 1977, or as the same may hereafter be amended or supplemented from time to time by mutual agreement to the parties hereto.

2. "Regional Water Treatment Plant" shall mean all of the facilities to be constructed, rebuilt, renovated, acquired or used as part of the joint water treatment plant. The Regional Water Treatment Plant, as described in Exhibit A, attached hereto, shall include the water treatment plant, the intake lines, and the intake pumping stations at their present location on the Cowlitz River, or as the same may hereafter be modified by mutual agreement.

3. "Participants" shall mean Longview and the District.

4. "Local Distribution Systems" shall mean all of the facilities owned or operated by the Participants for the local distribution of water to be delivered from the Regional Water Treatment Plant as provided in this Agreement.

5. "Purchasing Purveyor" shall mean any water utility, excluding the Participants, that purchases water from the Regional Water Treatment Plant for delivery to retail customers.

6. "Urban Area" shall mean the area contained within the boundaries as described by the Water Service Areas Agreement previously accepted by the Participants.

7. "Prudent Utility Practice" shall mean any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the utility industry prior thereto) known at the time the decision was made,

would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

8. "Water Service Area" shall mean the geographic representation of water service area responsibility among the cities of Longview and Kelso, and the District as set forth in the Water Service Areas Agreement.

ARTICLE II WATER OPERATING BOARD

The Participants shall, within 30 days after execution of this Agreement, establish a three (3) member Water Operating Board comprised of two representatives to be appointed by Longview and one (1) representative to be appointed by the District. Any salaries and expenses of the representatives of the Water Operating Board shall be paid by the Participant appointing said representatives.

The Water Operating Board shall be responsible for establishing and maintaining budgets, adopting rules and regulations for the use of the Regional Water Treatment Plant, including a 5-year projection of water treatment requirements, reviewing plant design, establishing rates as set forth under Article VI, and such other duties as may be appropriate. The intent of this provision is that the allocation of costs as outlined in Article VI be the responsibility of the Water Operating Board recognizing that it is the inherent responsibility of Longview to formally adopt the rate.

The Water Operating Board shall assure that adequate water rights are established in the name of the Participants for present and future needs of the Water Service Area.

In the event an action of the Water Operating Board is deemed by a Participant to not be a Prudent Utility Practice, said Participant shall have the right to call for arbitration of the matter by an impartial arbitrator. Actions submitted to arbitration shall be judged according to the terms of this Agreement and on the basis of whether the action is consistent with Prudent Utility Practice.

A Participant requesting arbitration must give written notice of such intent to the other Participant within one hundred and twenty (120) days after the date of the contested action. The Participants shall mutually agree upon an arbitrator within fifteen (15) days after notice of intent to arbitrate has been given. In the event of failure to agree on selection of an arbitrator, each party shall within five (5) calendar days submit a list of five names to the Presiding Judge of the Superior Court of the State of Washington

for Cowlitz County with the request that he designate an arbitrator from such lists. The fee paid to the arbitrator shall be considered as an operation expense of the Regional Water Treatment Plant.

ARTICLE III
CONSTRUCTION AND ACQUISITION OF THE
REGIONAL WATER TREATMENT PLANT

Longview shall proceed to call for bids and shall cause to be constructed the improvement and expansion of their existing water treatment facility according to the plans and specifications as provided by the design engineer, Robert E. Meyer Consultants, and as approved by the Participants.

The Regional Water Treatment Plant shall be constructed on property owned, or to be acquired, by Longview. Modifications may be made as to the location, type, and size of the water treatment plant so long as such modification is consistent with the intent and purposes of the Urban Area Water Plan and this Agreement, and is approved by the Participants. Both Participants shall have access to the Regional Water Treatment Plant at all reasonable times.

The Regional Water Treatment Plant will be developed for the purpose of serving the needs of the Participants. A time schedule for the detailed plan preparation, awarding of the contract, completion of the construction and availability of treated water for usage by the Participants shall be, as far as feasible, as provided in the implementation schedule attached hereto and marked Exhibit B.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

At the time the Regional Water Treatment Plant is capable of providing water to the Participants, such water shall be provided in accordance with the rules of the Water Operating Board and in accordance with the laws and regulations of the State and Federal Governments.

The Regional Water Treatment Plant shall not directly provide water to any person, firm or corporation or governmental agency which is located within the boundaries of the Water Service Area of any Participant without the written consent of both Participants.

To the extent that sufficient capacity exists in the Regional Water Treatment Plant in excess of that capacity required to meet the present and forecasted needs of the Participants, water may be sold within specified limits in amount and term for the purpose

of resale from the Regional Water Treatment Plant to Purchasing Purveyors. Sale of water to Purchasing Purveyors shall take place only upon mutual agreement of the Participants and charges for water sold shall be based on metered delivery at an established rate and at Points of Delivery set by the Water Operating Board.

Any Participant shall be prohibited from making a direct or indirect sale of water to a Purchasing Purveyor for use outside the Participants' Water Service Area without the written consent of the other Participant.

The Regional Water Treatment shall be the principal source of supply for distribution to all water customers within the respective Water Service Areas of the Participants. In the event of an emergency or if a Participant is unable to negotiate satisfactory wheeling arrangements for delivery of water to a segment of its Local Distribution System, and an alternative source of water supply is available for that segment, said Participant shall have the right to utilize said other source of supply upon approval of the Water Operating Board; said approval will not be unreasonably withheld.

It shall be the responsibility of each Participant to maintain and operate its Local Distribution System at standards not less than those required by applicable State and Federal regulatory agencies. Each Participant shall endeavor to make improvements to its Local Distribution System to reduce water loss through the system, and to design and construct reasonable and sufficient storage capacity with the intent to conserve water as a natural resource and to reduce unnecessary filtration requirements upon the Regional Water Treatment Plant.

In the event the Regional Water Treatment Plant is unable to produce water in volume sufficient to meet the requirements of the Participants, it is agreed that both Participants shall share equally on a percentage basis in the curtailment of water deliveries.

As a part of this Agreement the Participants recognize a commitment to mutually agree on the right of one Participant to use the Local Distribution System of the other Participant in meeting its requirements to deliver water to customers within its service area. A Participant desiring to use any portion of the other Participant's facilities as joint use shall make a written request indicating what facilities are to be used and anticipated volume requirements on the facilities.

A Participant using the other Participant's Local Distribution System shall pay an amount based on the reasonable and equitable costs of operation, maintenance, and capital recovery. The amount to be charged and other terms and conditions for the joint use of facilities shall be set forth by separate agreement.

ARTICLE V
FINANCING OF CAPITAL REQUIREMENTS AND FUTURE CAPITAL ADDITIONS

Each Participant shall be responsible for paying its pro-rated share of the capital cost to modify, improve, and expand Longview's present water treatment facility into a Regional Water Treatment Plant on the basis of anticipated volume usage as shown in Exhibit C, attached hereto. The proceeds of State and Federal grants received towards the construction of the Regional Water Treatment Plant shall be credited to each Participant's share of capital cost in the same proportions as defined in Exhibit C. The capital cost to be funded by the Participants will then be defined as the total cost of the plant, less proceeds of grants, with the remainder to be allocated according to Exhibit C, i. e., Longview paying eighty seven percent (87%) and the District paying thirteen percent (13%).

As design and construction work progresses, Longview shall give written notice to the District of progress payments required. The District shall, within ten (10) days of receiving said notice, make payment to Longview for its pro-rated share of the required progress payment.

Capital additions for the purpose of replacements, repairs, betterment, or expansion may be made upon the mutual agreement of the Participants, provided however, that Longview shall be authorized to make emergency repairs or replacements without prior consent of the Water Operating Board if necessary to preserve the physical integrity of the Regional Water Treatment Plant.

Each Participant shall be responsible for paying its pro-rated share of future capital additions in accordance with the anticipated volume usage shown in Exhibit C, provided, however, if historical usage demonstrates that the projected water volumes shown in Exhibit C would lead to a disproportionate allocation of costs, the Participants may, by mutual consent, amend Exhibit C to more accurately reflect anticipated water usage and share in the capital addition according to the revised exhibit. In such event

the Participants may, by mutual agreement, also correct a disproportionate allocation of original capital costs of the Regional Water Treatment Plant by modifying the pro-rated share of the cost of the capital addition to bring the pro-rated sharing of all capital expenditures in line with the amended Exhibit C.

ARTICLE VI
DETERMINATION OF RATES AND ACCOUNTING PROCEDURES

Water delivery from the Regional Water Treatment Plant shall commence on the earlier of (1) the initial date of commercial operation of the Regional Water Treatment Plant as determined by the Water Operating Board, or (2) May 15, 1980. As of the date of commencement of water delivery from the Regional Water Treatment Plant both Participants shall be entitled to receive water from the treatment plant at a single rate to be determined by the Water Operating Board, and the existing wholesale water supply agreement between Longview and the District dated March 16, 1977, shall automatically terminate, but all liabilities accrued thereunder shall be and are hereby preserved.

The rate for water delivered from the plant to Participants shall be based on the cost of operating and maintaining the Regional Water Treatment Plant. The rate shall not include interest and depreciation expense since each Participant shall be responsible for separately funding its share of the project cost as defined in Exhibit A and the cost of future renewals and replacements.

Income to meet the budget requirements for the Regional Water Treatment Plant shall consist of all funds received into the operation of the Regional Water Treatment Plant, including, but not limited to, revenues paid by the Participants for volumes of water used, interest earned on the investment of treatment plant reserve funds, and revenues resulting from the sale of treated water to other purveyors pursuant to Article IV.

Monthly charges to each Participant shall be based on the actual metered volume of water delivered. A statement showing the amount of water delivered to both Participants shall be presented monthly by Longview to the District on or before the tenth day of each month. The Participants shall make payment into the fund for operation of the treatment plant for their share of the water delivery on or before the last day of such month. If either Participant fails to make said payment within a period of fifteen

(15) days following its due date, said Participant shall be charged with and shall pay into the treatment plant operating fund, interest on the amount unpaid at the rate of eight percent (8%) per annum.

The Water Operating Board shall annually review the rate for water delivered to Participants. Factors to be considered when reviewing the rate shall include, but not be limited to, the adequacy of the rate to produce revenues sufficient to meet the projected operating and maintenance expenses, and the maintaining of an adequate and reasonable reserve fund for working capital and unforeseen contingencies.

Permanent books and records shall be kept by Longview on the volume of water delivered to the Participants at metering points set forth in Exhibit A. Such books and records shall be available to the Water Operating Board. In addition, the Water Operating Board shall have the right to audit and review all books of accounts which shall show all costs incurred in connection with the operation of the Regional Water Treatment Plant, including both revenues and expenditures. Such records shall show a complete accounting of all amounts billed to each of the Participants based on metered volumes of water used.

By June 30th of each year Longview shall provide to the Water Operating Board a comprehensive financial statement for the previous calendar year and preliminary budget projections for the balance of the current year and the next year. The Water Operating Board shall then prepare and approve a final budget and recommend a rate for water delivered to the Participants by December 1st of each year.

It is recognized that the participation ratio established in Exhibit C is based on projections of future water requirements, and that actual experience may produce water deliveries to the Participants in a ratio different than that determined in Exhibit C. In order to provide that neither Participant shall, over a prolonged period of time, require and utilize capacity in the Regional Water Treatment Plant that was paid for by the other Participant, it is agreed that a fixed cost adjustment will be made annually to compensate for disproportionate utilization of the plant. The fixed cost adjustment shall be calculated to reflect a capital recovery payment by the Participant utilizing more than its Exhibit C share of the output of the Regional Water Treatment Plant.

The amount of the fixed cost adjustment to be paid by the Participant using more than its Exhibit C share of the Regional Water Treatment Plant shall be computed as follows:

$$\text{Fixed Cost Adjustment} = i (A_S - P_S) (T_C - G)$$

Where:

i = An Agreed Interest Rate of 6%. (0.06)

A_S = The Actual Decimal Share of the Production of the Regional Water Treatment Plant Delivered to Said Participant as Determined by the Monthly Statements of Water Delivery Issued to Both Participants for the Adjustment Period.

P_S = The Projected Share of Participation as Determined in Exhibit C. (Longview = 0.87, District = 0.13)

T_C = The Average of the Net Plant Value of the Regional Water Treatment Plant, (i.e., Original Cost Plus Renewals and Replacements Less Depreciation and Retirements) at the Beginning and at the End of the Adjustment Period.

G = The Average of the Dollar Amount of State and Federal Grant Money Received or Committed to the Regional Water Treatment Plant at the Beginning and at the End of the Adjustment Period.

(A_S and P_S shall be rounded to the nearest 1/10th of one percent and the Fixed Cost Adjustment shall be rounded to the nearest whole dollar amount)

Fixed cost adjustments shall be determined annually on a calendar year basis with the first period running from the date of commercial operation of the treatment plant until January 1982. The amount of the annual fixed cost adjustment shall be shown on a separate statement to be included with the annual February statement of water delivered from the treatment plant. The Participant utilizing more than its Exhibit C share of capacity shall make a direct payment of the amount of the fixed cost adjustment to the other Participant on or before the end of said month.

It is intended that the participation ratio determined in Exhibit C reflect as nearly as possible the true utilization of the output of the treatment plant. However, in recognition of the fact that the relative positions of the Participants will change over time due to such things as the loss of a large industrial customer or transfer of ownership of a portion of a Participant's service area, it is agreed that if the provisions of this Agreement do not adequately accommodate such changes to the satisfaction of both Participants the parties will modify this Agreement as required. In the event that

continued participation in this Agreement without such modifications of terms will cause a detriment to either Participant, said Participant may at any time give written notice to the other Participant that it requests re-negotiation of all or any part of this Agreement. Each Participant shall upon such notice, forthwith commence and pursue, without any unnecessary delay, good faith negotiations for modification of this Agreement to eliminate such detriment. If such negotiations shall fail to result in such modifications, the party suffering detriment may call for arbitration of the matter following the procedures set forth in Article II.

ARTICLE VII INSURANCE AND LIABILITY FOR DAMAGES

Each Participant shall secure and maintain with responsible insurers all such insurance as is customarily maintained and available at reasonable cost with respect to water systems of like character owned and operated by them against loss of or damage to their Local Distribution System and the Water Operating Board shall provide insurance and liability coverage for the Regional Water Treatment Plant, the cost of such insurance to be a necessary cost of the operation of the Regional Water Treatment Plant.

ARTICLE VIII OPERATING PERSONNEL

Longview shall be responsible for a staff of employees to properly operate and maintain the Regional Water Treatment Plant. The number and classifications of personnel necessary for the operation of the system shall be in accordance with State requirements and shall be reviewed and approved by the Water Operating Board.

ARTICLE IX DISSOLUTION OR TERMINATION

No party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the Participants. This Agreement shall be binding upon and inure to the benefits of the respective successors and assigns of the parties hereto, if any. In the event of assignment of this Agreement and the dissolution of one of the Participants, the remaining Participants assuming the responsibility for water service to the terminating party shall also be responsible for the debt service and other expenses of the Regional Water Treatment Plant that the terminating party had been paying based on the volume of water usage as provided herein.

ARTICLE X
EXECUTION AND TERM OF AGREEMENT

This Agreement shall be in full force and effect and binding upon all parties hereto upon its execution and it shall continue in full force and effect until termination upon mutual agreement of the Participants.

Whenever in this Agreement notice or written approval is required to be given, the same shall be given by registered or certified mail addressed to the respective offices at the following addresses:

City Manager
City Hall
Longview, WA 98632

Manager
Cowlitz County PUD
960 Commerce Avenue
Longview, WA 98632

unless a different address shall be hereafter designated in writing by any of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof.

This Agreement shall be executed in two counter parts, either of which shall be regarded for all purposes as the original. Both parties agree to execute any and all deeds, easements, leases, instruments, documents, resolutions or ordinances necessary to give effect to the terms of this Agreement.

ARTICLE XI
WAIVER AND EXISTING AGREEMENTS

No waiver by either party of any terms or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any party hereto. The covenants in this Agreement made for the benefit of bond holders of Longview may be enforceable by them.

1. s Agreement merges and supersedes all, for negotiations, representations and Agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties.

FOR: CITY OF LONGVIEW

Walter Barkman
City Manager
12/18/78
Date

ATTEST:

Sam D. Craddock
City Clerk

APPROVED AS TO FORM:

Charles T. Metcalfe
Corporation Council

FOR: PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON

By

Robert L. McKinney
Robert L. McKinney, General Manager

12/19/78
Date

APPROVED AS TO FORM:

Charles T. Metcalfe
Attorney for the District

EXHIBIT A

to

Regional Water Treatment Plant
Participants' Agreement

Description of Regional Water Treatment Plant

The Regional Water Treatment Plant shall consist of Longview's existing water treatment facilities, as well as the facilities to be constructed, rebuilt, renovated, acquired, or used as a part of the treatment plant and as described in Figure 1.

The remaining depreciated book cost of Longview's existing water treatment facilities, excluding land, shall be included as a part of the capital cost of the Regional Water Treatment Plant. Said cost shall be determined as of the date of commencement of water delivery from the Regional Water Treatment Plant pursuant to Article VI, and shall be defined as the depreciated book cost based on Longview's records of all existing water treatment facilities including the water intake structures and supply lines, treatment facilities, and high head pumps.

Upon the commencement of delivery of water from the Regional Water Treatment Plant pursuant to Article VI, Longview shall submit to the District a written determination of the depreciated book cost of Longview's existing water treatment facilities based upon Longview records. (1) The District shall, within thirty days (30) after receipt of said written notice, make payment to Longview for its share, thirteen percent (13%), of the depreciated book cost of the existing facilities.

(1) The depreciated book cost of Longview's existing treatment facilities, based on Longview's records, as of December 31, 1977 is \$281,937.

Figure 1 to Exhibit A

Regional Water Treatment Plant Participants' Agreement

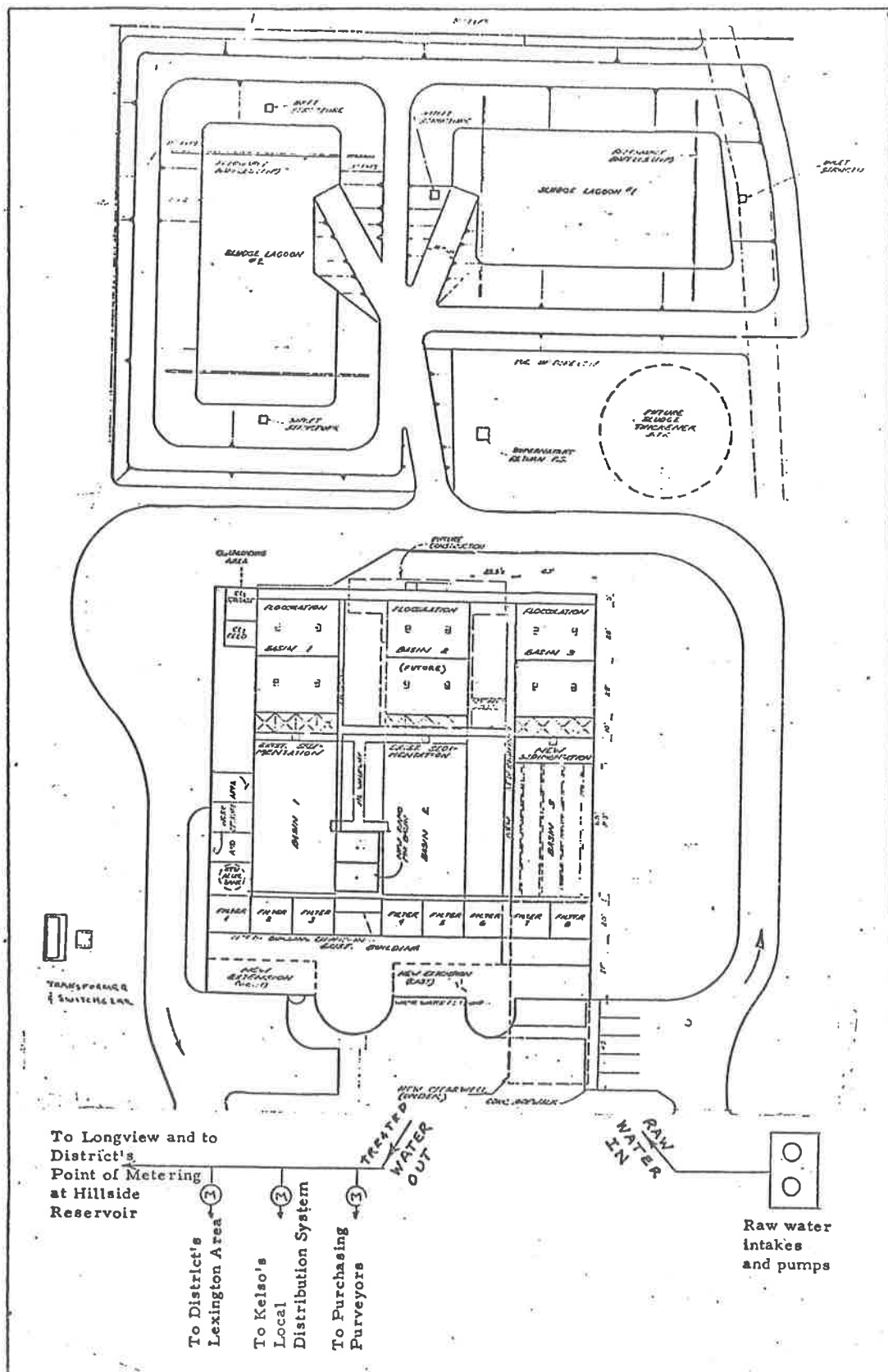


EXHIBIT B

to

Regional Water Treatment Plant
Participants' Agreement

Projected Implementation Schedule

<u>Event</u>	<u>Scheduled Date</u>
1. Filter Modification: Bid and Award Construction Completed	November 15, 1978 May 15, 1979
2. Supply of Transformer: Bid and Award Delivery and Installation	November 15, 1978 May 15, 1979
2A. Substation and Secondary Electrical Service: Bid and Award Construction Completed	December 15, 1978 May 15, 1979
3. Contract for Major Equipment: Bid and Award Delivery	December 15, 1978 Feb. - Sept., 1979
4. Major Plant Expansion Work: Bid and Award Construction Completed	May 1, 1979 May 15, 1980
5. Wastewater Treatment Facility (Sludge Lagoons): Bid and Award Construction Completed	May 1, 1979 October 1, 1979
Date of Availability of Treated Water From Regional Water Treatment Plant:	May 15, 1980

EXHIBIT C

to

Regional Water Treatment Plant Participants' Agreement

Determination of Participation Ratio

It is mutually agreed that the ratio of participation in the capital cost of the Regional Water Treatment Plant shall be based on the forecasted volumes of water delivered to the Participants through 1985.

Those forecasted volumes are shown below.

Forecast of Water Delivery (000 CCF)

<u>Year</u>	<u>Total Volume Delivered</u>	<u>To District</u>	<u>To Longview</u>	<u>Percent to District</u>	<u>Percent to Longview</u>
1980	2,650	360	2,290	13.6 %	86.4 %
1981	2,810	372	2,438	13.2	86.8
1982	2,940	385	2,555	13.1	86.9
1983	3,050	397	2,653	13.0	87.0
1984	3,360	410	2,950	12.2	87.8
1985	3,470	425	3,045	12.2	87.8
Total Period:	18,280	2,349	15,931	12.9 %	87.1 %
Shares of Participation (Rounded)				13 %	87 %



City of Longview

Agenda Summary

PROJECT UPDATE – WASHINGTON WAY COMPLETE STREETS PROJECT

RECOMMENDED ACTION:

NONE – INFORMATION ONLY

COUNCIL INITIATIVE ADDRESSED:

Improve streets and roads

Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City's project team will present the plan for removal of the traffic signal at the Washington Way / 20th Ave. Intersection. We will show the plan for the future intersection, and we will review the analysis that went into this decision and the steps to be taken as the project advances. More information on the signal modification can be found in the documents on the project website: <https://mylongview.com/673/Project-Highlights---Washington-Way-Comp>

FINANCIAL SUMMARY:

No financial impacts

STAFF CONTACT:

Ken Hash, Public Works Director

Morgan Palmer, Project Engineer

Attachments:

1. WaWay 20th Ave Signal 9-14-23

Washington Way Complete Street Project

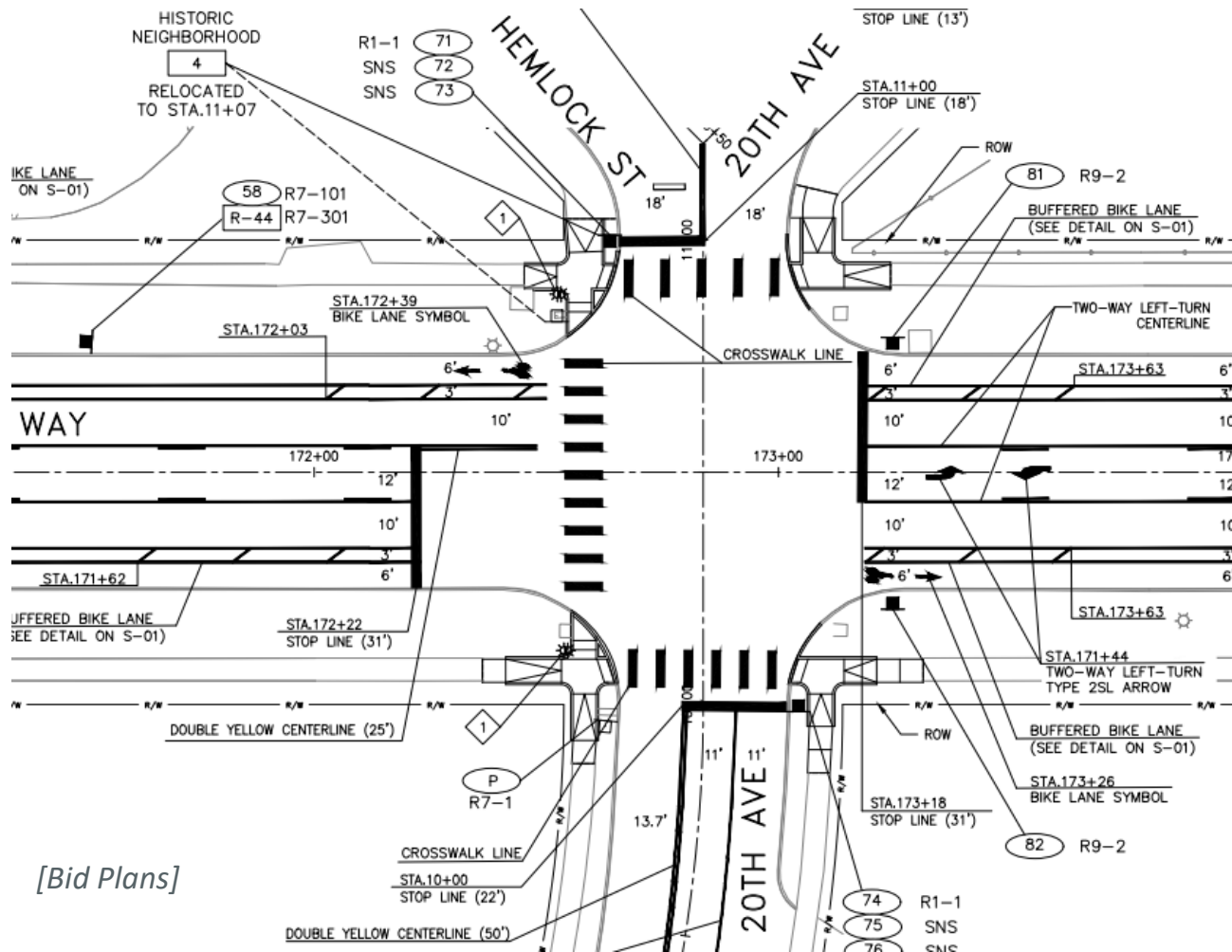
Project Update

20th Avenue Traffic Signal

September 14, 2023







Traffic Signal Modifications

- Remove poles and old equipment
- Upgrade curb ramps
- Crosswalk on west side
- Improve street lighting
- Remove trees, improve visibility

Project Information



Project Website:

www.mylongview.com/waway



Project Manager:

Morgan Palmer

Morgan.Palmer@ci.longview.wa.us