



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, October 12, 2023

6:00 PM

2nd Floor, City Hall

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Office at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting. Please note - virtual attendees may comment verbally during public hearings only. Virtual attendees may also submit written comments to the Clerk's Office with the heading, "Public Comment for disbursement to the City Council".

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

Telephone options (dial any of the following numbers):

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

Webinar ID: 823 9413 2374

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES
23-001557 SEPTEMBER 28, 2023 REGULAR MEETING MINUTES
6. CHANGES TO THE AGENDA

7. PRESENTATIONS & AWARDS

23-001502 PROCLAMATION - DOMESTIC VIOLENCE ACTION MONTH - OCTOBER 2023

RECIPIENT: JILL MATHEWS, EMERGENCY SUPPORT SHELTER MANAGER

23-001503 PROCLAMATION - PRO BONO WEEK OCTOBER 22-28, 2023

RECIPIENT: STEVE MADSEN, COWLITZ WAHKIAKUM LEGAL AID

23-001556 LONGVIEW 100 YEAR MONUMENT - JH KELLY

8. CONSTITUENTS' COMMENTS (Thirty Minutes)**9. PUBLIC HEARINGS**

23-001558 PROPOSED ANNEXATION – SINGLE PARCEL OFF RUTHERGLEN RD (PARCEL WL2507010, SANDAKER)

RECOMMENDED ACTION:

MOTION TO APPROVE THE PETITION, DIRECT CITY ATTORNEY TO CREATE AN ANNEXATION AND ZONING ORDINANCE

10. BOARD & COMMISSION RECOMMENDATIONS**11. ORDINANCES & RESOLUTIONS**

23-001582 ORDINANCE NO. 3495 AMENDING CHAPTER 7.29 OF THE LMC REGARDING CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3495 TO AMEND LMC 7.29 TO INCLUDE ADDITIONAL LANGUAGE REGARDING RELIGIOUS ORGANIZATIONS, PROCESS FOR REVIEW AND RENEWAL OF PERMITS AND COMPLIANCE WITH STATE LAW

12. MAYOR'S REPORT

23-001594 LETTER OF SUPPORT TO SOUTHWEST CLEAN AIR AGENCY FOR DIVERT

23-001595 LETTER OF SUPPORT FOR MENTAL HEALTH SALES TAX

13. COUNCILMEMBERS' REPORTS**14. CONSENT CALENDAR**

23-001554 APPROVAL OF CLAIMS

23-001520 RESOLUTION NO. 2462 - REGIONAL WATER TREATMENT PLANT PARTICIPANTS AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2462 AUTHORIZING THE CITY MANAGER TO SIGN THE REGIONAL WATER TREATMENT PLANT PARTICIPANTS AGREEMENT

23-001552 RESOLUTION NO. 2463 – INTERLOCAL AGREEMENT WITH COWLITZ PUD FOR MINT VALLEY GOLF COURSE DRIVING RANGE POLE REPLACEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2463 AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ PUD FOR MINT VALLEY GOLF COURSE DRIVING RANGE POLE REPLACEMENT.

15. CITY MANAGER'S REPORT

23-001579 2024 STATE LEGISLATIVE AGENDA

23-001581 HOPE VILLAGE REPORT

23-001586 RESOLUTION NO. 2464 – EMERGENCY DECLARATION OF WELL NUMBER 3 PUMP AND MOTOR REPAIR AT THE MINT FARM REGIONAL WATER TREATMENT PLANT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2464.

16. MISCELLANEOUS**17. EXECUTIVE SESSION**

23-001555 EXECUTIVE SESSION PER RCW 42.30.110(1)(G) TO REVIEW THE PERFORMANCE OF A PUBLIC EMPLOYEE

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, OCTOBER 26, 2023 – 6:00 P.M.

NEXT SPECIAL COUNCIL MEETINGS:

TUESDAY, NOVEMBER 14, 2023 – 6:00 P.M. (NOVEMBER 9, 2023 CANCELLED)

FRIDAY, NOVEMBER 17, 2023 - 9:00 A.M. COUNCIL STRATEGIC & OPERATIONAL TRAINING

TUESDAY, NOVEMBER 28, 2023 - 6:00 P.M. (NOVEMBER 23, 2023 CANCELLED)



City of Longview

1525 Broadway
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www.ci.longview.wa.us

Minutes

City Council

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

Thursday, September 28, 2023

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. CALL TO ORDER
Mayor Wallis called the meeting to order at 6:00 p.m.

2. INVOCATION*/FLAG SALUTE

23-001536 CHUCK TILTON, FATHER'S HOUSE

After the invocation provided by Chuck Tilton of Father's House, the flag salute was recited.

3. ROLL CALL

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

Absent-Excused: Councilmember Strobel

Staff Present: City Manager Kris Swanson, City Attorney Dana Gigler, City Clerk Tiffany Ostreim, Deputy City Clerk Kelly Jensen, Public Works Director Ken Hash, Assistant City Manager Ann Rivers, Parks & Recreation Director Jen Wills, Fire Chief Jim Kambeitz, Police Chief Robert Huhta, Assistant Public Works Director Chris Collins, Human Resources Director Sabrina Fraidenburg

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

**23-001412 SEPTEMBER 8, 2023 SPECIAL MEETING/TRAINING
SEPTEMBER 14, 2023 REGULAR MEETING**

A motion was made by Councilmember Kendall, seconded by Councilmember Wean, to approve the September 8, 2023 Special Meeting/Training Minutes and September 14, 2023 Regular Meeting Minutes. The motion carried unanimously.

6. **CHANGES TO THE AGENDA**

7. **PRESENTATIONS & AWARDS**

**23-001457 PROCLAMATION - NATIONAL FIRE PREVENTION WEEK OCTOBER 8-14, 2023
RECIPIENT: FIRE CHIEF JIM KAMBEITZ**

Mayor Wallis presented the proclamation to Fire Chief Jim Kambeitz, who accepted on behalf of the Fire Department.

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

*Tina Smith provided public comment.
Shannon Gilman provided public comment.
Darlene Pryor provided public comment.
Jason Still provided public comment.
Jeff Wilson provided public comment.
Tim Shay provided public comment.
Mike Pederson provided public comment.
Paige Espinoza provided public comment.
Daryl VanDinter provided public comment.
Larry Crosby provided public comment.
Ron Kosloski provided public comment.
Bill Young provided public comment.*

9. **PUBLIC HEARINGS**

10. **BOARD & COMMISSION RECOMMENDATIONS**

23-001500 NEIGHBORHOOD PARK GRANT APPLICATION FOR CENTRAL SANDLOT BASEBALL

RECOMMENDED ACTION:

**MOTION TO APPROVE FUNDING THE CENTRAL SANDLOT LEAGUE FOR \$4,666
TOWARDS THEIR DUGOUT SCREEN RENOVATION**

Parks and Recreation Director Jen Wills presented.

A motion was made by Councilmember Wean, seconded by Councilmember Boudreau, to approve funding the Central Sandlot League for \$4,666 towards their dugout screen renovation.

Mike Pederson provided public comment.

Shannon Gilman provided public comment.

The motion carried unanimously.

23-001501 PARK PRIORITY DECISION MATRIX AND PARK PRIORITY RECOMMENDATION LIST

RECOMMENDED ACTION:

**MOTION TO APPROVE THE PARK PROJECT PRIORITY MATRIX AND THE PARK
PROJECT RECOMMENDATION LIST**

Parks and Recreation Director Jen Wills presented.

A motion was made by Councilmember Boudreau, seconded by Councilmember Kendall, to approve the park project priority matrix and the park project recommendation list.

Keenan Harvey provided public comment.

Bill Young provided public comment.

Shannon Gilman provided public comment.

The motion carried unanimously.

23-001504 PROPOSED PRELIMINARY PLAT - OLIVE WAY TOWNHOME SUBDIVISION

RECOMMENDED ACTION:

**APPROVAL OF PLANNING COMMISSION RECOMMENDATION TO APPROVE
PRELIMINARY PLAT FOR OLIVE WAY TOWNHOME SUBDIVISION**

Community Development Planner Mac Kosar presented.

A motion was made by Councilmember Ortiz, seconded by Councilmember Wean, to approve the Planning Commission's recommendation to approve the Preliminary Plat for Olive Way Townhome Subdivision.

Paige Espinoza provided public comment.

The motion carried unanimously.

11. ORDINANCES & RESOLUTIONS

12. MAYOR'S REPORT

Mayor Wallis provided a report.

13. COUNCILMEMBERS' REPORTS

Councilmember Wallin provided a report.

Councilmember Wean provided a report.

Councilmember Boudreau provided a report.

Councilmember Kendall provided a report.

Councilmember Ortiz provided a report.

14. CONSENT CALENDAR

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

23-001488 APPROVAL OF CLAIMS**23-001499 RESOLUTION 2461 - SURPLUS FLEET SERVICES PROPERTY**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION 2461

23-001519 SET PUBLIC HEARING – 2024-2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:
MOTION TO SET THE CITY COUNCIL MEETING OF OCTOBER 26, 2023, AS THE DATE AND TIME FOR A PUBLIC HEARING ON THE 2024-2029 SIX-YEAR TIP/POP

23-001521 PROJECT COMPLETION – RESERVOIR 5 ROOF REPLACEMENT PROJECT

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE RESERVOIR 5 ROOF REPLACEMENT PROJECT

15. CITY MANAGER'S REPORT

City Manager Swanson provided a report.

16. MISCELLANEOUS**17. EXECUTIVE SESSION****23-001480 EXECUTIVE SESSION PER RCW 42.30.110(1)(G) TO REVIEW THE PERFORMANCE OF A PUBLIC EMPLOYEE**

The City Council as present at roll call, City Manager Kris Swanson, City Attorney Dana Gigler, and Human Resources Director Sabrina Fraidenburg entered Executive Session at 7:25 p.m. pursuant to RCW 42.30.110 (1)(g) Review the performance of a public employee for a period of 20 minutes. At 7:45 p.m. all parties came out of Executive Session. No decisions were made.

18. ADJOURNMENT

The meeting was adjourned at 7:48 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

*** 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, OCTOBER 12, 2023 – 6:00 P.M.

THURSDAY, OCTOBER 26, 2023 – 6:00 P.M.

Proclamation

City of Longview, Washington

Domestic Violence Action Month October 2023

WHEREAS, domestic violence occurs among people of all races, ages, socioeconomic classes, religious affiliations, occupations, and educational backgrounds; and

WHEREAS, 71.8% of women and 28.2% of men in Washington state experience intimate partner physical violence, intimate partner rape and/or intimate partner stalking in their lifetime resulting in a 26.9% increase from data collected in 2020. Washington state ranks 8th in the nation; and

WHEREAS, more than 15 million children are exposed to domestic violence each year; and

WHEREAS, more than 21,000 phone calls, an average of 15 per minute, are placed to domestic violence hotlines nationwide; and

WHEREAS, 65% of all murder-suicides involve an intimate partner, 96% of those victims are female; and

WHEREAS, nearly one in three women and one in four men in the United States have suffered severe physical violence by an intimate partner. Victims are deprived of their autonomy, liberty, and face tremendous threats to their health and safety; and

WHEREAS, only a coordinated-community effort will put a stop to this heinous crime; and

*NOW, THEREFORE, I, MaryAlice Wallis, Mayor of the City of Longview, Washington, do hereby proclaim the month of October 2023 as **Domestic Violence Action Month** in the City of Longview. During this time, we reaffirm our dedication to building a community where no one suffers the hurt and hardship that domestic violence causes—and we recommit to doing everything in our power to uphold the basic human right to be free from violence and abuse. I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Emergency Support Shelter to work toward the elimination of personal and institutional violence.*

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 12th day of October 2023.

MaryAlice Wallis, Mayor

Proclamation

City of Longview, Washington

Cowlitz-Wahkiakum Legal Aid Pro Bono Week ~ October 22 – 28, 2023

WHEREAS, equal justice is a cornerstone of our democracy; and

WHEREAS, many residents in Cowlitz and Wahkiakum counties do not have the resources to access the civil justice system, which can lead to devastating impacts for low-income residents and can ultimately weaken our democratic society as a whole; and

WHEREAS, legal aid programs such as Cowlitz Wahkiakum Legal Aid offer no-cost (“Pro Bono”) civil/legal services for low-income residents of the community, by navigating the civil justice system and providing access to legal professionals who can assist them with a variety of civil legal matters including housing, family law, and elder law; and

WHEREAS, generous and skilled local attorneys continue to provide hundreds of hours of pro bono services each year to a broad spectrum of the community including low income and elderly residents, as well as the Veteran, Hispanic, Native American, and other underserved communities in our area; and

WHEREAS, the American Bar Association has designated October 22-28, 2023 as National Pro Bono Week Celebration to recognize the valuable pro bono contributions made by lawyers throughout the year and to increase pro bono participation across the country by narrowing injustice; and

WHEREAS, the Cowlitz-Wahkiakum Legal Aid Board seeks to build support for pro bono work and commend the legal profession for upholding its professional responsibility to provide volunteer legal services so that all citizens may receive adequate and appropriate representation and protection in the legal system regardless of their economic standing; and

Now, Therefore, I, MaryAlice Wallis, Mayor of the City of Longview, Washington, do hereby proclaim the week of October 22-28, 2023 as “Pro Bono Week” in recognition and encouragement of the efforts of the local legal community to provide no-cost legal services to the most underserved residents of Cowlitz and Wahkiakum counties

*In witness whereof, I have hereunto set my hand
and caused the seal of the City of Longview to be
affixed this 12th day of October 2023.*

MaryAlice Wallis, Mayor



Longview Centennial

100 YEAR MONUMENT A GIFT TO THE CITY



20 SEPTEMBER 2023

Project Overview

This project is for the construction of a monument on the grounds of the Longview Public Library located at 1600 Louisiana St in Longview, Washington. The monument will serve as a gift to the City in commemoration of its 100 year anniversary.

Project Description:

The monument will be constructed on the southeast corner of the rose garden outside of the garden footprint (see the site plan on the following page). The monument will rest on a two-tiered hexagonal concrete plinth. The bottom tier will be level with the grass to facilitate mowing. The monument will consist of a column composed of a square brick veneered base with a hexagonal ornament on each face with four emblems set in the center. The emblems will consist of the three distinct coin faces used on the Longview anniversary coins (see below). The fourth emblem will be the JH Kelly 100 year crest. Below the JH Kelly 100 year crest, a small plaque with the monument name, “The Light of Longview,” the year of erection (2023) and the following statement, “Dedicated to the craftsmen and women that built Longview and work tirelessly toward its continued success.” The column base will be topped with a simple cast stone mantle. The emblems that will be featured on the column base include:



A tapered hexagonal cast stone column will rise from the column base and be capped with a custom made ornamental lamp. The ornamental lamp will be constructed of glass and copper and will be topped with a copper finial portraying a bell and a Douglas Fir. The ornamental lamp will be lit with a low energy LED lamp that will be set, via photocell sensor, to cast a steady warm light in the vicinity of monument at night.

The monument plinth will also be poured with a cavity to accommodate the incorporation of a time capsule. The finished cavity will be sealed with a hexagonal hatch plate that will be fastened using security bolts. The hatch will be engraved with:

Time Capsule
Placed 2023 by the Longview Centennial Committee
To be Opened 2123
[Longview Centennial Committee Seal]

We hope to complete this project by February 14, 2024. That date will coincide with the 100 year anniversary of the Longview’s formal incorporation.

This project has been reviewed and approved by the Longview Historic Preservation Commission and Longview Library Board. While no formal approval process exists, it has also been presented to and is supported by the Friends of the Longview Library Rose Garden.



Historical Appropriateness:

The monument will utilize brick and cast stone elements that serve as an homage to the adjacent historical structure while maintaining clear delineation. Brick for the base will be traditional and similarly pigmented as the adjacent library. While cast stone is not utilized on the Library, the cast stone coloring will be selected to match as closely as possible the color of the stone utilized in the stone skirt of the building. Other homages to Longview's history will include the use of hexagonal elements that reference the unique streetscape of the City. The Centennial Emblem will be used on the base. The bell provides an easy reference Long-Bell, and the Douglas Fir finial references the crucial role that the forest sector economy played in the City's development.

The monument will be clearly delineated from the adjacent structure's architectural elements and period of construction through the following means:

- The brick base will not utilize Neo-Georgian stone work on the corners distinguishing it from the adjacent library
- All molding profiles (including those used on both the cast stone base and on the column) will be simple and use hard angles as opposed to the more flowing lines of the profiles used on the adjacent library
- The use of a hexagonal column clearly differentiates the structure from the adjacent library and any other period building in Longview, all of which utilize more traditional rounded columns
- The use of cast stone, while facilitating a color match, will also clearly differentiate the structure from all period buildings which used natural stone or concrete in their construction

Attachments:

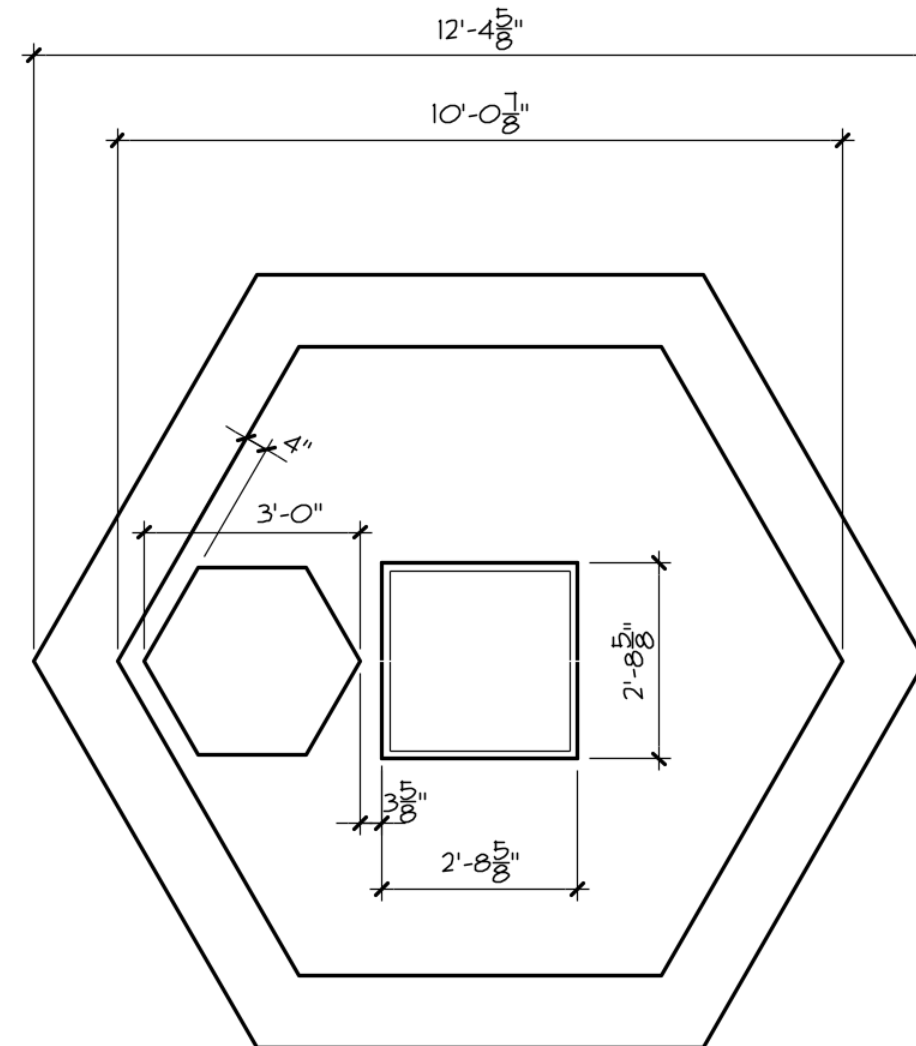
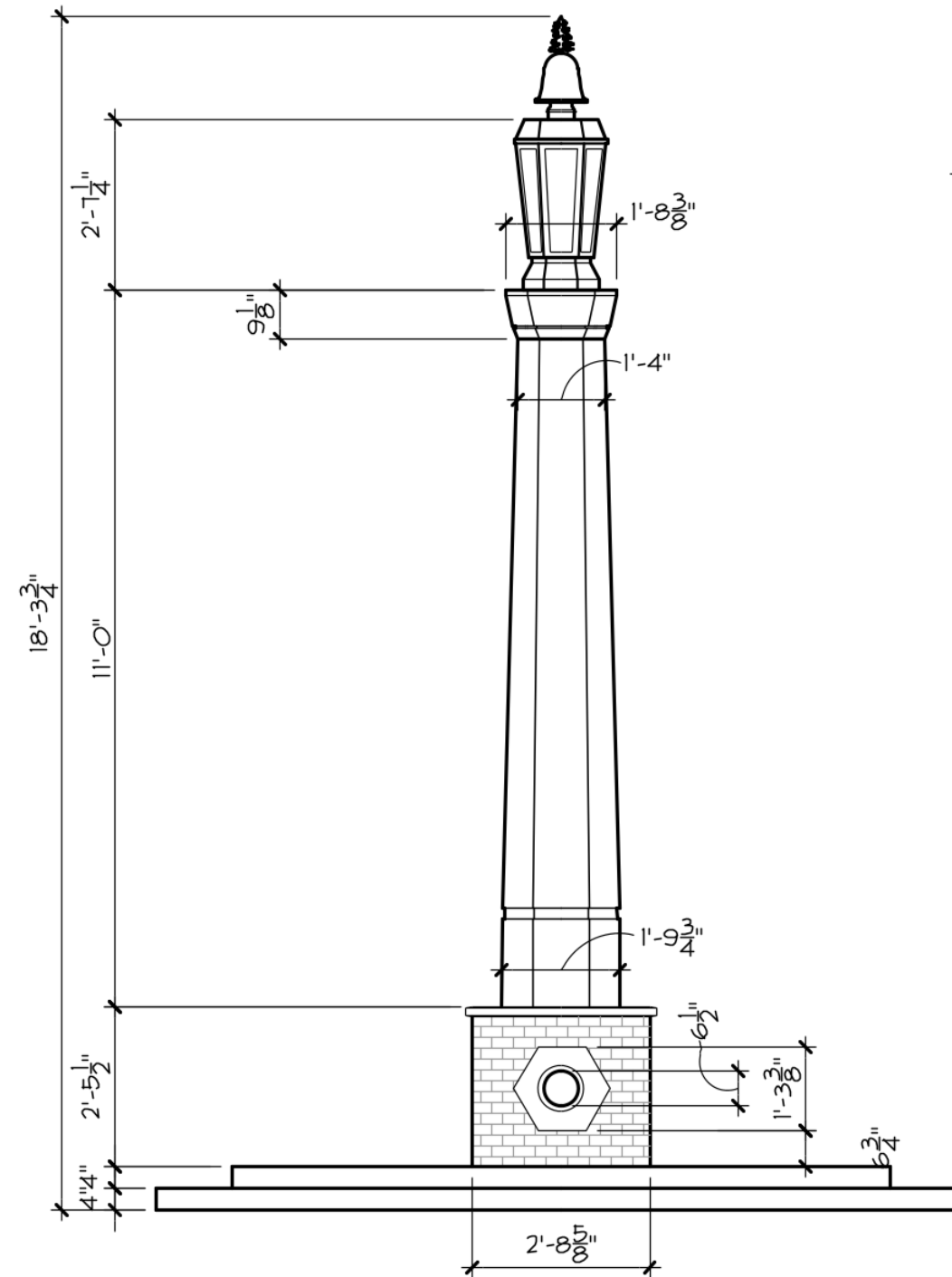
For additional information, please see the following pages, which include:

- Site Plan
- Elevation Drawings and Plan View of the Plinth

Site Plan

The proposed location for the monument has been selected based on feedback from stakeholders. Rather than interfere with the footprint of the rose garden, we have elected to place the monument outside of the garden. The location will be directly south of the centerline of the easternmost set of planting beds in the library lawn. This location will not require any work in the footprint of the rose garden while still remaining visible to passersby in the Civic Circle.







City of Longview

Agenda Summary

PROPOSED ANNEXATION – SINGLE PARCEL OFF RUTHERGLEN RD (PARCEL WL2507010, SANDAKER)

RECOMMENDED ACTION:

MOTION TO APPROVE THE PETITION, DIRECT CITY ATTORNEY TO CREATE AN ANNEXATION AND ZONING ORDINANCE

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 has submitted a notice of intent to commence annexation proceedings to annex into the City from the County. After initial approval by consent agenda at the September 14th, 2023, City Council meeting, a petition was submitted to the City, and certified by the Cowlitz County Assessor's office. The proposed Zoning is R-1. As required, a Public Hearing for any public testimony is being held October 26th, 2023.

FINANCIAL SUMMARY:

If annexed, the revenue shifted into the City is estimated at \$41.21, and included in the County vs City attachment.

STAFF CONTACT:

McAllister Kosar, Planner

Attachments:

1. Notice of Intent to Commence Annexation Proceedings Rutherglen Rd
2. Single Parcel Area of Annexation
3. Cert_Suff_Rutherglen Dr
4. County vs City
5. Legal Description WL2507010
6. Annexation - Public Testimony, Rutherglen Rd Parcel

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

** 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.

Information regarding real property
for which annexation is sought:

parcel #
WL 2507010

(Street address of property)

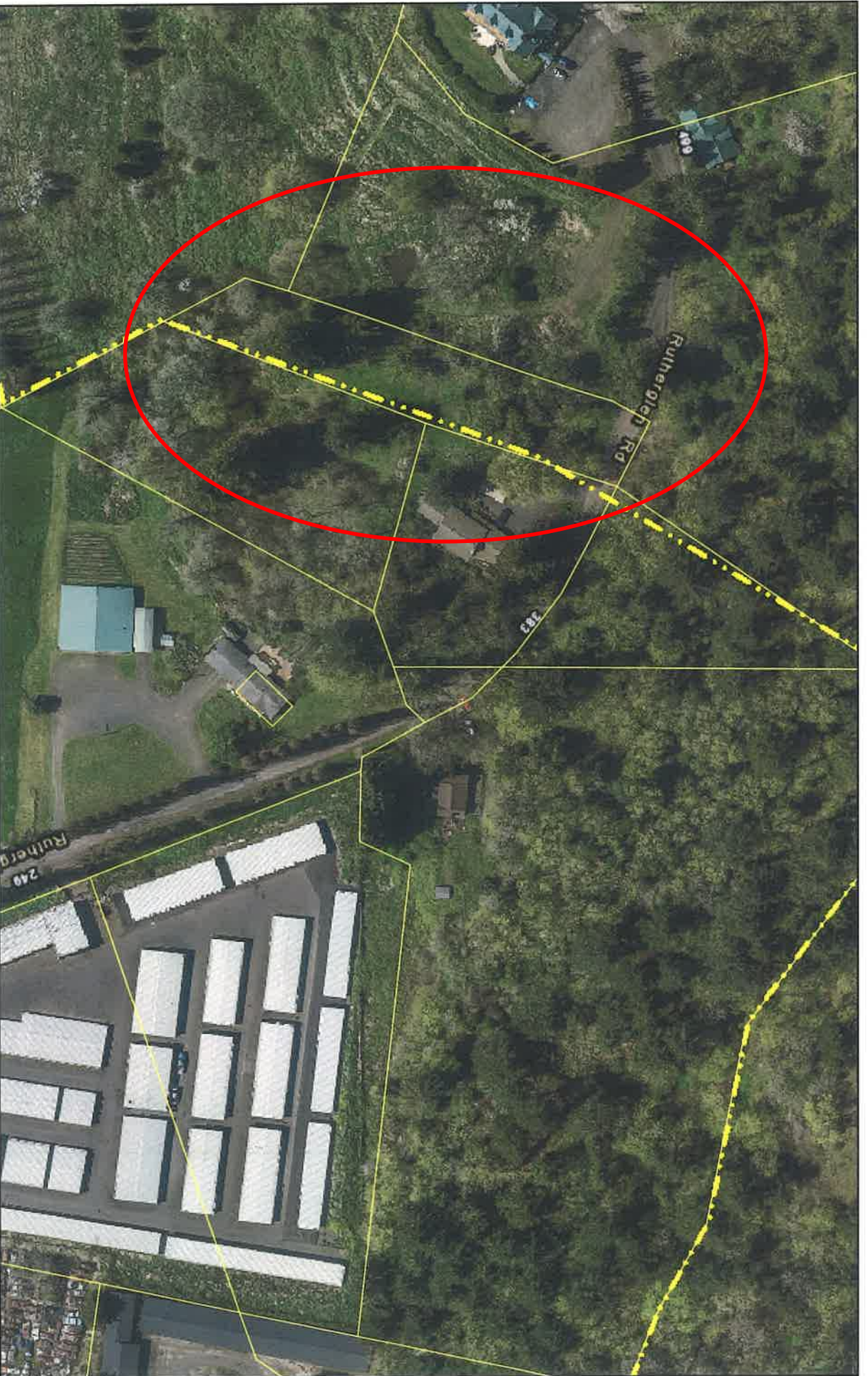
Longview, WA 98632

WL2507010
(Parcel Number)

(Legal)

0.72
(Acreage)

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.



Cowlitz County Assessor's Office
Emily Wilcox, Assessor

County Administration Building
207 Fourth Avenue North
Kelso, WA 98626
TEL (360) 577-3010
FAX (360) 442-7080
www.co.cowlitz.wa.us

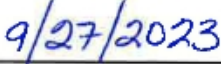
COWLITZ COUNTY ASSESSOR
CERTIFICATE OF SUFFICIENCY

RCW 35A.01.040 & RCW 35A.14.120

I, Emily Wilcox, Cowlitz County Assessor, pursuant to RCW 35A.01.040(9), do hereby certify that I have received the **Rutherglen Drive Annexation** petition filed with **City of Longview**. I further certify 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 as required by RCW 35A.14.120.

Terminal Date: September 27, 2023


Janeene Stephens Niemi, Chief Deputy for
Emily Wilcox, Cowlitz County Assessor


Date

Current in County (based on 2022 rates)	
County Road	\$ 27.94
Fire District	\$ 21.24
Library District	\$ 5.88
Total Revenue Shift from County	\$ 196.89

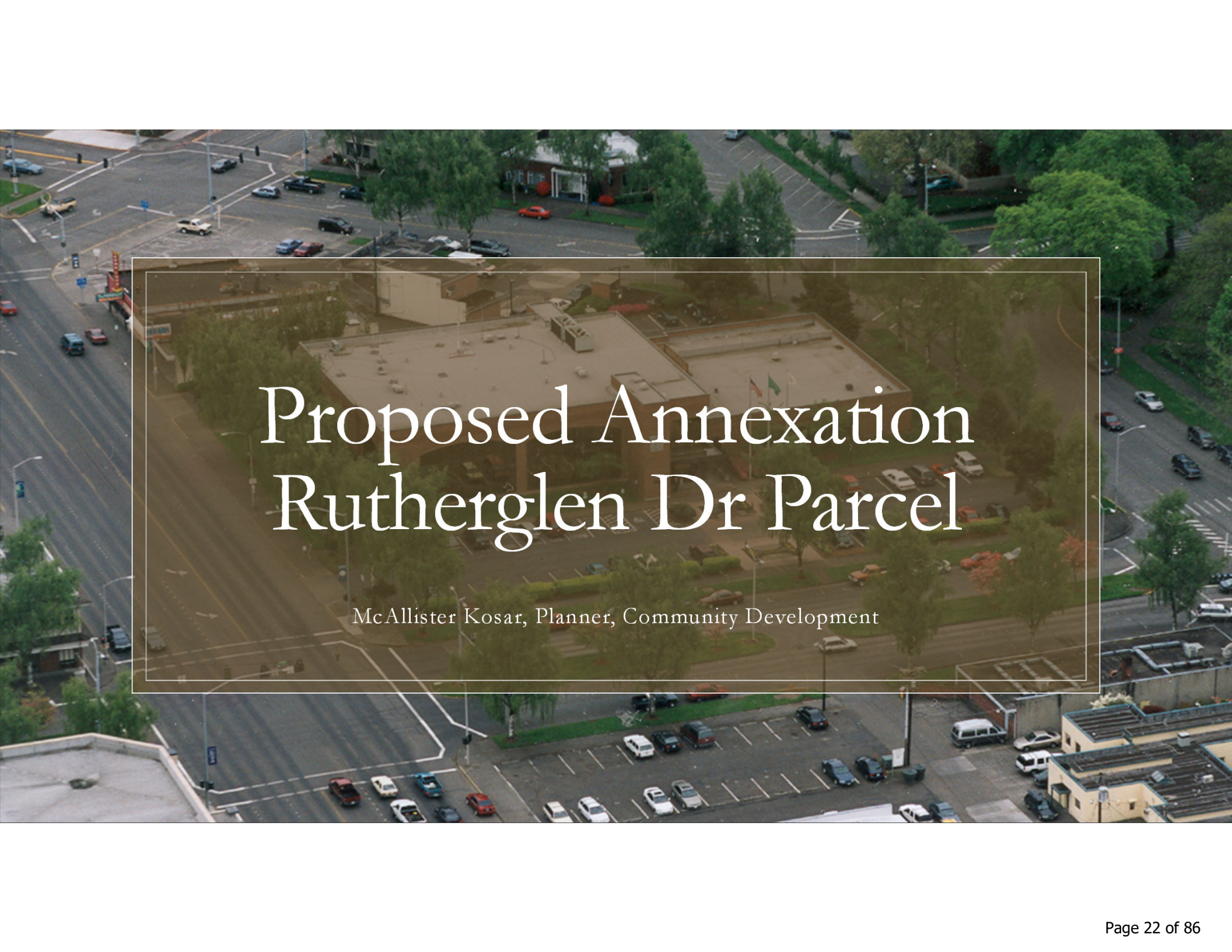
If Annexed (based on 2022 rates)	
City (property taxes)	\$ 41.21
Revenue Shifted into City	\$ 41.21

Revenue Shift Calculations based on 2022 Assessors total assessed values

Exhibit A

All that portion of a certain tract of land located in the Northwest Quarter of Section 30, Township 8 North, Range 2 West, Willamette Meridian and in the Northeast Quarter of Section 25, Township 8 North, Range 3 West, Willamette Meridian, Cowlitz County Washington, described as follows:
Commencing at a brass surface monument in Memorial Park Drive, said monument being the same Brass Monument at the centerline P.T. of Memorial Park Drive as shown on the Mint Farm Industrial Park Plat No. 1, and shown on that certain Boundary Line Adjustment Survey recorded in Volume 32 of Surveys, Page 38, records of Cowlitz County; thence North 62°23'53" West a distance of 1089.89 feet to the Northeast corner of that certain tract conveyed to Davis under Auditor's Fee Number (AFN) 3223194, and a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711", and the POINT OF BEGINNING; thence North 26°10'18" West a distance of 259.41 feet to the Boundary Line Agreement line as shown on said survey, and a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence along said monumented agreement line the following courses: North 18°50'41" East a distance of 42.54 feet to a 5/8" rebar with cap marked, "BASS 9130"; thence North 20°16'42" East a distance of 79.29 feet to a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence North 21°30'49" East a distance of 99.70 feet to a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence North 20°48'15" East a distance of 45.58 feet to a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence North 20°35'29" East a distance of 64.11 feet to a 5/8" rebar and red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence North 18°40'18" East a distance of 35.77 feet to a 1" x 1" Square Bolt; thence North 30°40'53" East a distance of 40.27 feet to that certain Boundary Line Agreement line as described under Auditor's Fee Number (AFN) 3039438 and shown on that certain Survey recorded in Volume 17 of Surveys, Page 53, records of Cowlitz County; thence along said agreement line South 61°15'09" East a distance of 68.72 feet to the northern most corner of Lot 2 as shown on that certain Boundary Line Agreement Survey recorded in Volume 24 of Surveys, Page 191, and a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence along said Lot 2 agreement line the following courses: South 20°11'21" West a distance of 191.02 feet to a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence South 72°59'00" East a distance of 185.19 feet to a 5/8" rebar with red plastic cap marked, "Gibbs & Olson OR 1890 WA 21711"; thence leaving said Lot 2 agreement line South 30°46'31" West a distance of 401.39 feet to the POINT OF BEGINNING.
Containing 84,733 square feet more or less

SUBJECT TO Easements, Restrictions, and Reservations of Record



Proposed Annexation Rutherglen Dr Parcel

McAllister Kosar, Planner, Community Development

An aerial photograph of a suburban neighborhood. A river flows through the center, bordered by lush green trees. Residential houses with various roof colors are scattered throughout the landscape. A bridge crosses the river in the lower-left quadrant. In the lower-right, there is a parking lot with several cars parked. The overall scene is a mix of natural greenery and developed land.

ANNEXATION: TONIGHT'S PURPOSE



Public Testimony:

- 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 the petition and
direct city attorney to create
annexation and zoning ordinances



Questions?

An aerial photograph of a city street scene. In the foreground, a large, multi-story brick building with a flat roof is visible. To its left is a green park area with many trees. In the background, there are more buildings, including a large white building with a sign that says "CITY MART", and a parking lot filled with cars. The overall scene is a mix of urban development and green space.

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



City of Longview

Agenda Summary

ORDINANCE NO. 3495 AMENDING CHAPTER 7.29 OF THE LMC REGARDING CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3495 TO AMEND LMC 7.29 TO INCLUDE ADDITIONAL LANGUAGE REGARDING RELIGIOUS ORGANIZATIONS, PROCESS FOR REVIEW AND RENEWAL OF PERMITS AND COMPLIANCE WITH STATE LAW

DATE: October 12, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

We are requesting to expand the language in LMC 7.29, providing for religious organizations hosting the homeless pursuant to RCW 35.21.915 are exempt from certain permit requirements. The update also establishes a process for renewing of permits on an annual basis and strikes language that is in direct conflict with state law.

RECOMMENDED ACTION:

Motion to adopt Ordinance No. 3495 to amend LMC 7.29 to include additional language regarding religious organizations, process for review and renewal of permits and compliance with state law.

STAFF CONTACT:

Dana Gigler, City Attorney
Robert Huhta, Chief of Police

Attachments:

1. Ordinance 3495 Amending camping code time limits FINAL

ORDINANCE NO. 3495

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

WHEREAS, RCW 35.21.915 expressly allows religious organizations to host the homeless on property owned or controlled by the religious organizations and prohibits certain municipal regulation of religious organizations .

WHEREAS, it is necessary to amend LMC 7.29, "Camping and Storage of Personal Property in Public Spaces" to be consistent with RCW 35.21.915.

WHEREAS, the City intends to work together collaboratively with religious organizations to protect the health and safety of residents and the surrounding community while allowing religious organizations to fulfill their mission to serve the homeless.

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

Section 1. That Chapter 7.29.060 of the Longview Municipal Code shall be, and is hereby, amended to read as follows; provided manifest and numbering errors shall be corrected prior to publication:

Religious organizations hosting the homeless pursuant to RCW 35.21.915 are exempt from the permit requirements of this Section.

The director of community development, or his/her designee, may issue a temporary and revocable permit for a hosted homeless encampment subject to the following criteria and requirements:

(1) Procedural Approval.

(a) The sponsoring agency shall notify the city of the proposed hosted homeless encampment a minimum of 30 days in advance of the proposed date of establishment for the hosted homeless encampment and at least 14 days before submittal of the temporary use permit. The advance notification shall contain the following information:

- (i) The date the hosted homeless encampment will encamp;
- (ii) The length of the hosted homeless encampment;
- (iii) The maximum number of residents proposed; and
- (iv) The hosted location.

(b) The sponsoring agency shall conduct at least one public informational meeting within, or close to, the neighborhood where the proposed hosted homeless encampment will be located, a minimum of two weeks prior to the submittal of the temporary use permit application. The time and location of the meeting shall be agreed upon between the city and sponsoring agency. All property owners within 1,000 feet of the proposed homeless encampment shall be notified at least 14 days in advance of the meeting by the sponsoring agency. Proof of mailing shall be provided to the director of community development.

(2) Site Criteria.

(a) If the sponsoring agency is not the host agency of the site, the sponsoring agency shall submit a written agreement from the host agency allowing the hosted homeless encampment.

(b) The property must be sufficient in size to accommodate tents and necessary on-site facilities, including, but not limited to, the following:

- (i) Sanitary portable toilets in the number required to meet capacity guidelines;
- (ii) Hand-washing stations by the toilets and by the food areas;
- (iii) Refuse receptacles;
- (iv) Food tent and security tent.

(c) The host and sponsoring agencies shall provide an adequate water source to the hosted homeless encampment, as approved by the provider as appropriate, or other water service.

(d) No homeless encampment shall be located within a critical area or its buffer as defined under Chapter [17.10](#) LMC.

(e) No permanent structures will be constructed for the hosted homeless encampment.

(f) No more than 100 residents shall be allowed. The city may further limit the number of residents as site conditions dictate.

(g) Adequate on-site parking shall be provided for the hosted homeless encampment. No off-site parking will be allowed. If the hosted homeless encampment is located on site with another use, it shall be demonstrated that the hosted homeless encampment parking will not create a shortage of code-required on-site parking for the other uses on the property.

(h) The hosted homeless encampment shall be within one-quarter mile of a bus stop with six-days-per-week service, whenever possible. If not located within one-quarter mile of a bus stop, the sponsoring agency must demonstrate the ability for residents to obtain access to the nearest public transportation stop (such as carpools or shuttle buses).

(i) The hosted homeless encampment shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the city.

(j) All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the city and may include, but is not limited to, a combination of fencing and/or landscaping.

(k) The sponsoring agency shall be responsible for the cleanup of the hosted homeless encampment site within seven calendar days of the encampment's termination.

(3) Security.

(a) An operations and security plan for the homeless encampment shall be submitted and approved by the city.

(b) The host agency shall provide to all residents of the hosted homeless encampment a code of conduct for living at the hosted homeless encampment. A copy of the code of conduct shall be submitted to the city at the time of application.

(c) All hosted homeless encampment residents must sign an agreement to abide by the code of conduct and failure to do so shall result in the noncompliant resident's immediate and permanent expulsion from the property.

(d) The sponsoring agency shall keep a log of all people who stay overnight in the encampment, including names and birth dates, and dates of stay.

(e) The sponsoring agency shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from prospective and existing encampment residents.

(f) The sponsoring agency will use identification to obtain sex offender and warrant checks from the Longview police department or Cowlitz County sheriff's office.

(i) If said warrant and sex offender checks reveal either: (A) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (B) the subject of the check is a sex offender, required to register with the county sheriff or their county of residence pursuant to RCW 9A.44.130, then the sponsoring agency will reject the subject of the check for residency to the hosted homeless encampment or eject the subject of the check if that person is already a hosted homeless encampment resident.

(ii) The sponsoring agency shall immediately contact the Longview police department if the reason for rejection or ejection of an individual from the homeless encampment is an active warrant, is due to the individual being a sex offender required to register and/or if, in the opinion of the on-duty executive committee member or the on-duty security staff, the rejected/ejected person is a potential threat to the community.

(g) The sponsoring agency shall self-police and self-manage its residents and prohibit alcohol, drugs, weapons, fighting, and abuse of any kind, littering or disturbing neighbors while located on the property.

(h) The sponsoring agency will appoint an executive committee member to serve on duty at all times to serve as a point of contact for city of Longview police and will orient the police as to how the security operates. The names of the on-duty executive committee members will be posted daily in the security tent. The city shall provide contact numbers of nonemergency personnel, which shall be posted at the security tent.

(4) Timing.

~~(a) The maximum continuous duration of a homeless encampment shall be 365 days.~~ All permits issued under this section must be annually reviewed for renewal by the Director of Community Development or their designee. Renewal of permits is at the sole discretion of the Director or their designee. Permits issued under this section will automatically expire after one year unless renewed by the Director or their designee.

~~(b) No more than one homeless encampment may be located in the city at any time at a single location, within a calendar year.~~

(5) Health and Safety.

(a) The homeless encampment shall conform to the following fire requirements:

(i) Material used as roof covering and walls shall be in accordance with the fire code.

(ii) There shall be no open fires for cooking or heating.

(iii) No heating appliances within the individual tents are allowed unless the appliance is designed and listed for that purpose.

(iv) No cooking appliances other than microwave appliances are allowed.

(v) An adequate number and appropriate rating of fire extinguishers shall be provided as approved by the fire department.

(vi) Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the fire department.

(vii) Adequate separation between tents and other structures shall be maintained as determined by the fire department.

(viii) Electrical service shall be in accordance with recognized and accepted practice; electrical cords are not to be strung together and any cords used must be approved for exterior use.

(b) The sponsoring and host agencies shall permit inspections by Longview city staff and the Cowlitz County health department at reasonable times without prior notice for compliance with the conditions of this permit.

(6) Good Neighbor Agreement/Community Engagement Plan. Any hosted homeless encampment established pursuant to the provisions of this section shall, in addition to the provisions of this section, also comply with the requirements of LMC [19.44.110](#) regarding good neighbor agreements and community engagement plans.

(7) Termination. If the sponsoring agency fails to take action against a resident who violates the terms and conditions of this permit, it may result in immediate termination of

the permit. If the city learns of uncontrolled violence or acts of undisciplined violence by residents of the encampment and the sponsoring agency has not adequately addressed the situation, the temporary use permit may be immediately terminated.

Section 2. 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 3. 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 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 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:

City Attorney

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 SEPTEMBER 2023 ACCOUNTS PAYABLE: \$ 2,324,009.46

SECOND HALF SEPTEMBER 2023 PAYROLL:

\$396,134.65, checks
\$922,780.59, direct deposits
\$849,884.42, wire transfers
\$2,168,799.66 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

RESOLUTION NO. 2462 - REGIONAL WATER TREATMENT PLANT PARTICIPANTS AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2462 AUTHORIZING 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. Resolution 2462- water treatment participants agreement
2. Attachment A - Water treatment participants agreement

RESOLUTION NO. 2462

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE REGIONAL WATER TREATMENT PARTICIPANTS' AGREEMENT

WHEREAS, 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.; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, on January 31, 2013, the new Regional Water Treatment Plant at the Mint Farm Industrial Park was placed into service; and

WHEREAS, 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; and

WHEREAS, 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; and

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

1. Section 1. The City Manager is authorized to execute the agreement with Beacon Hill Water & Sewer District, which agreement is provided as ATTACHMENT A, and forming a part of this Resolution.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a meeting of said City Council held on the 12th day of October 2023.

M A Y O R

ATTEST:

City Clerk

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.
6. "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 (2) 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 may 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 the 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 reflects 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 renegotiation 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

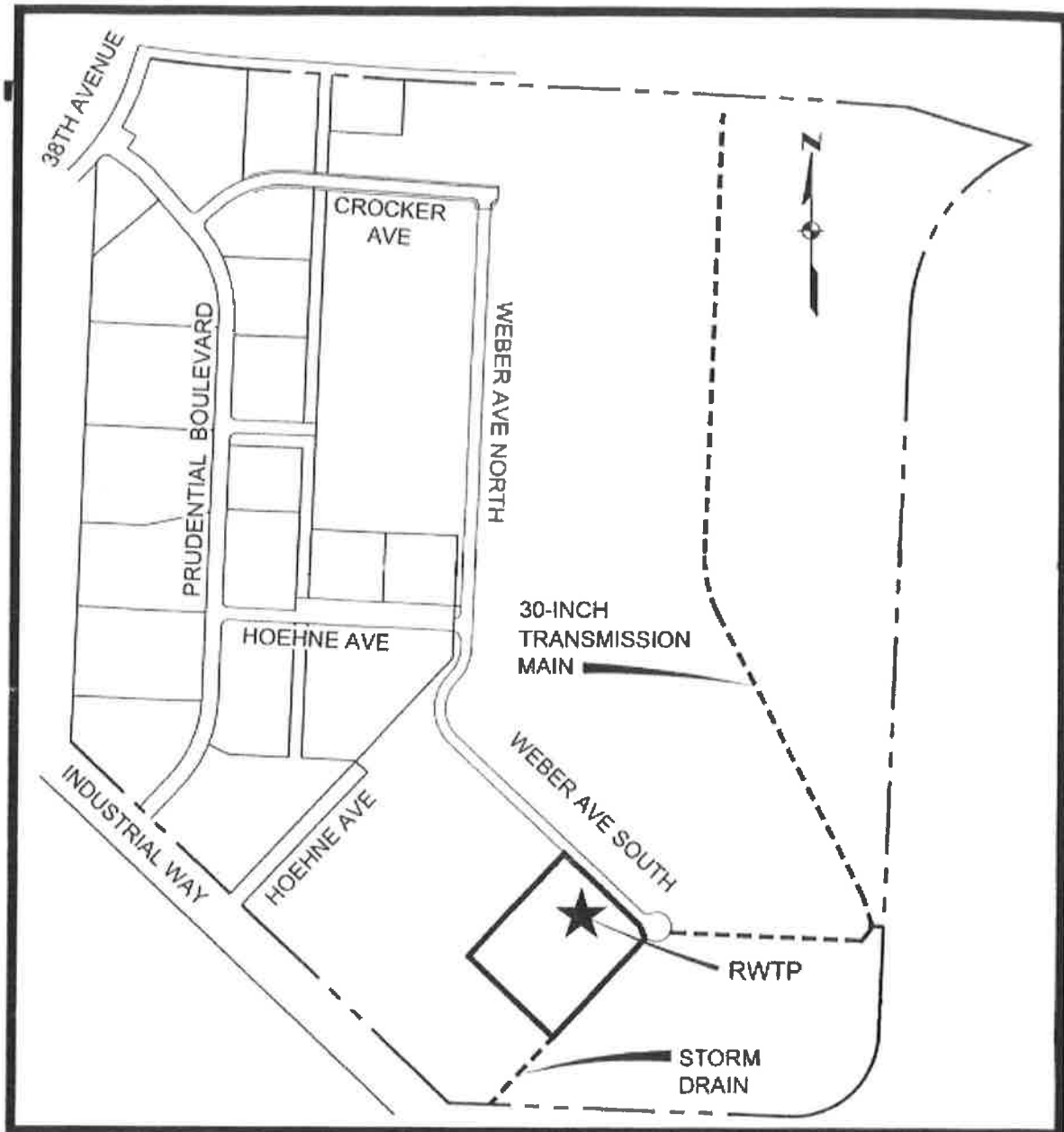
Regional Water Treatment Plant Participants' Agreement

Description of Regional Water Treatment Plant

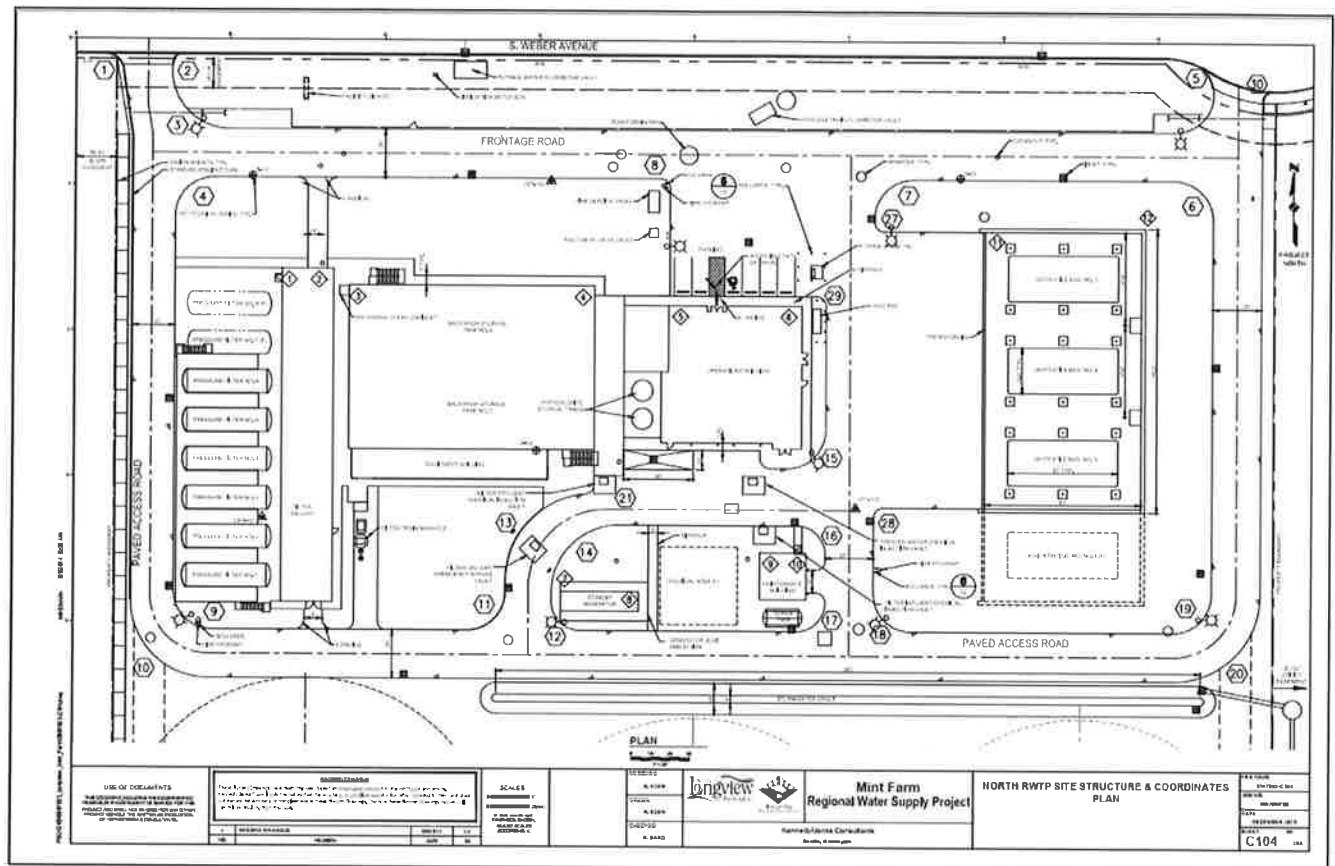
The Regional Water Treatment Plant shall consist of the existing regional water treatment plant and real property located in the Mint Farm Industrial Park at 1155 Weber Avenue, Longview (Parcel No. 101930306), together with the 30-inch transmission main connecting the treatment plant to Longview's 20-inch 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



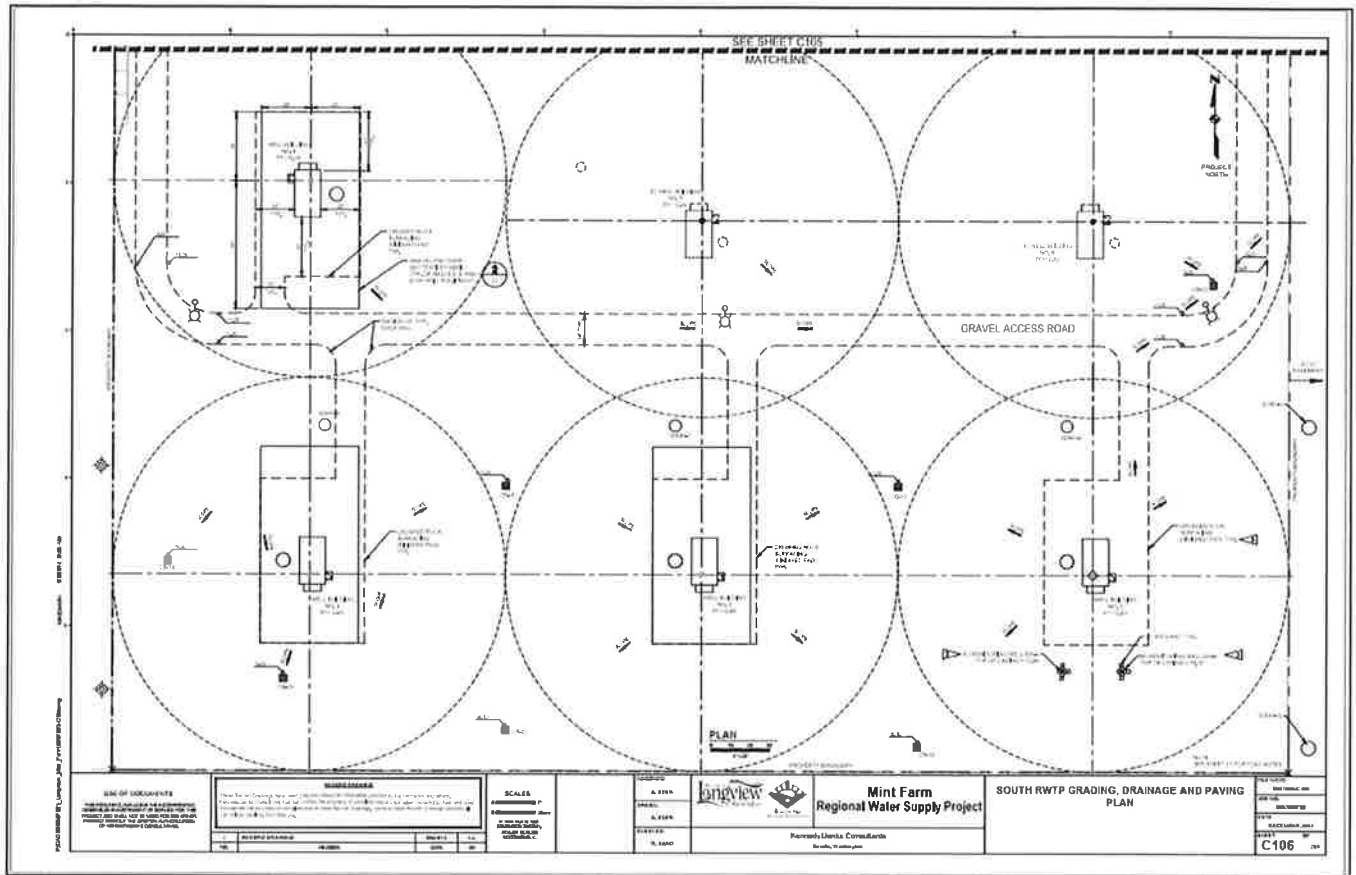


EXHIBIT C - 1

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

Year	<u>VOLUME DELIVERED (ccf)</u>			<u>CONSUMPTION PERCENTAGES</u>			
	Total	BHWSO	City	<u>ANNUAL</u>		<u>ACCUMULATED</u>	
				BHWSO	City	BHWSO	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			
BHWS	ID	City	ID	Total	ID	BHWS	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

<u>Funding Adjustment to Beginning Net Capitalized Plant</u>	ID
Beginning net capitalized plant	G
BHWS 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
BHWS participation increase (decrease)	9
Funding Adjustment to Current Capital Financed	9*11 12

Capital Participation Funding Adjustment Due City (BHWS) 10+12

LEGEND KEY

- A BHWS cumulative consumption at the beginning of the reporting period.
- B City cumulative consumption at the beginning of the reporting period.
- C BHWS consumption during the reporting period.
- D City consumption during the reporting period.
- E BHWS 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) .

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



City of Longview

Agenda Summary

RESOLUTION NO. 2463 – INTERLOCAL AGREEMENT WITH COWLITZ PUD FOR MINT VALLEY GOLF COURSE DRIVING RANGE POLE REPLACEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2463 AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ PUD FOR MINT VALLEY GOLF COURSE DRIVING RANGE POLE REPLACEMENT.

COUNCIL INITIATIVE ADDRESSED:

Enhance Public Safety & Address Quality of Place Issues

CITY ATTORNEY REVIEW: Yes

SUMMARY STATEMENT:

The Mint Valley Golf Course Driving Range does not have netting along the north end of the range. It is common to have golf balls hit into the street and into the work area of the golf course employees. This causes a safety hazard for pedestrians, motorists, and employees. The engineering division was tasked to install poles and netting in 2023 as a capital improvement project to eliminate this safety hazard. This agreement allows the City of Longview to hire Public Utility District No. 1 (PUD) to replace and install the needed poles to attach the netting to. The remaining work to install the netting will be done by city staff. PUD and Longview are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements. PUD and Longview desire to coordinate the installation of the poles in the interest of public safety.

Resolution No. 2463 authorizes the City Manager to enter into an interlocal agreement with PUD which would allow PUD staff to purchase and install new wooden poles at Mint Valley Golf Course Driving Range. Longview would compensate PUD for performing these services.

Staff Contact:

Ken Hash, Public Works Director

Chris Collins, Assistant Public Works Director

Attachments:

1. Resolution 2463 - Interlocal Agreement with PUD
2. Interlocal - Driving Range Poles - Partially Executed
3. Pole Replacement

RESOLUTION NO. 2463

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY FOR REPAIR OF MINT VALLEY GOLF COURSE DRIVING RANGE POLE REPLACEMENT

WHEREAS, Public Utility District No. 1 of Cowlitz County (PUD) and Longview are public agencies as defined by Ch. 39.34 of the Revised Code of Washington (“RCW”), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide service and facilities in the manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, PUD owns and operates an electric system in Cowlitz County, Washington, and provides electric service to all consumers within the county; and

WHEREAS, PUD employs qualified personnel and owns appropriate equipment for performing installation and replacement of power poles; and

WHEREAS, Longview owns the Mint Valley Golf Course, located within the PUD’s service territory, and requires the replacement of six power poles and the installation of six new poles on its driving range; and

WHEREAS, PUD and Longview desire to coordinate the installation of additional power poles and the replacement of the existing power poles.

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

1. Section 1. The City Manager is authorized to execute the agreement with Public Utility District No. 1 of Cowlitz County to coordinate the installation of wooden poles at Mint Valley Golf Course, which agreement is provided as ATTACHMENT A, and forming a part of this Resolution.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a meeting of said City Council held on the 12th day of October 2023.

M A Y O R

ATTEST:

City Clerk

INTERLOCAL AGREEMENT REGARDING MINT VALLEY GOLF COURSE DRIVING RANGE POLE UPGRADES

This Interlocal Agreement (the Agreement) is entered into between the **Public Utility District No. 1 of Cowlitz County, Washington**, a Washington municipal corporation ("PUD") and the **City of Longview**, a Washington municipal corporation ("Longview") pursuant to *The Interlocal Cooperation Act* of the Revised Code of Washington Chapter 39.34.

SECTION 1. RECITALS

- 1.1 PUD owns and operates and electric system in Cowlitz County, Washington, and provides electric service to all consumers within the county.
- 1.2 PUD employs qualified personnel and owns appropriate equipment for performing installation and replacement of power poles.
- 1.3 Longview owns the Mint Valley Golf Course, located within the PUD's service territory, and requires the replacement of six power poles and the installation of six new poles on its driving range.
- 1.4 PUD and Longview are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.
- 1.5 PUD and Longview desire to coordinate the installation of additional power poles and the replacement of the existing power poles as detailed herein.

Now therefore, in consideration of the terms and conditions contained herein, the parties now agree as follows:

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 PUD provided Longview with a Proposal including unit prices for the anticipated work, see Attachment A.

- 2.2 The Parties agree to the estimated cost and the scope of the work to be performed by PUD as shown in Attachments A and B.
- 2.3 Longview will notify PUD when installation and replacement work is ready to proceed.
- 2.4 PUD will complete the necessary work and invoice Longview for the reasonable cost of construction including labor, materials, equipment, and appropriate overhead, pursuant to Attachment A.
- 2.5 Longview will pay invoice within 30 days of receipt provided the charges are reasonable and within the agreed scope of work.

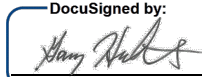
SECTION 3. GENERAL PROVISIONS

- 3.1 Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the infrastructure of the other party. The services provided under this Agreement are those of an independent contractor. Employees of Longview are, and will remain, employees of Longview. Employees of the PUD are, and will remain employees of the PUD.
- 3.2 Each Party shall hold harmless, indemnify, and defend the other Party, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, to the extent caused by or arising out of its own negligence in the performance of its obligations under this Agreement. Each Party's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of the other Party, its officers, officials, employees, or agents. In the event of the concurrent negligence of the parties, each Party's obligations hereunder shall apply only to the percentage of fault attributable to that Party, its officers, officials, employees, or agents. The provisions of this Section 3.2 shall survive the expiration or termination of this Agreement and completion of the request for services. **It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under the Title 51 RCW, concerning industrial insurance, solely for the purposes of indemnification. This waiver has been mutually negotiated by the Parties.**
- 3.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.

- 3.5 This Agreement shall take effect upon approval by the City Council of Longview and the Commissioners of the PUD, or as delegated. This Agreement shall continue until cancelled by either Party in writing upon not less than ninety (90) days advance notice.
- 3.6 In the event of a dispute arises under this Agreement, it will be resolved in the following manner: Longview and the PUD will each appoint a person of their choice to meet within a reasonable time and attempt a resolution of the dispute in good faith. If the dispute is not thereafter resolved, the Parties will attempt to agree to the terms of a binding arbitration and appointment of an arbitrator. If the Parties are unable to agree to the terms of a binding arbitration, the matter will be submitted to the Washington Arbitration and Mediation Service (WAMS) in Seattle, with WAMS to appoint an arbitrator. Each Party will bear its own costs and attorney fees, and one half of the arbitration fee. The decision of the arbitrator will be final.
- 3.7 A copy of this Interlocal Agreement shall be filed with the Cowlitz County Auditor's Office.

**PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON**

DocuSigned by:



FE941B6F0BF4D5
Gary Hunt, General Manager

Date: 9/27/2023 | 8:23 AM PDT

THE CITY OF LONGVIEW

Kristina Swanson, City Manager

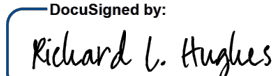
Date: _____

Authorized by Resolution No.: _____

Adopted on: _____

Approval as to form:

DocuSigned by:



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Richard L Hughes, General Counsel

Approval as to form:

Dana Gigler, City Attorney

Attachment A

Mint Valley Golf Course Driving Range Pole Upgrades

PUD Fee Schedule:

Description	Quantity	Unit Price	Total
65' C2 Poles	12	\$3,934.00	\$39,340.00
Line Crew Labor	10	\$214.83	\$2,148.30
Equipment including F550 flat bed, Digger Derrick, Bucket truck	10	\$98.30	\$983.00
Estimated Total: \$42,471.30			

Attachment B

Mint Valley Golf Course Driving Range Pole Upgrades

Scope of Work:

1. PUD to remove and replace six poles as identified by Longview with 65 ft Wood Class II Poles.
2. PUD to Install six new 65 ft wood II Poles.
3. Longview is to remove the existing driving range net attached to the poles to be replaced prior to PUD starting the work.
4. Longview is to reinstall the existing driving range net after the new poles are installed.
5. PUD will order and supply poles and backfill material.
6. PUD will supply labor and equipment to complete the pole installation.
7. Longview will complete any surface or landscape restoration.
8. Longview will complete any tree trimming or tree removal necessary prior to the pole installation.
9. Existing poles may be left on site.
10. Longview will assist PUD for the duration of the work with two Longview employees and a Longview Vac Truck.

End of Scope



Mint Valley Golf Course

Driving Range Pole Replacement



- Driving range is 250 yards long.
- 307 yards from the front tee box to the closest home.
- The back fence is only 10 ft tall.



- ◆ New 65' Poles
- ▲ Replace Existing Poles with 65' Poles

ILA with PUD

- The Interlocal Agreement allows Longview to hire Cowlitz PUD to replace/ install new poles.
- City staff will assist PUD, trim trees and install the new netting.
- This allows Longview to stay within the allocated CIP budget of \$100K.





Staff Recommendation:

Motion to adopt Resolution NO. 2463

Department Requests for 2024 State Legislative Agenda

CAPITAL

- Lake Sacajawea Irrigation Pump Replacement – \$330,000
- Mint Valley Golf Course Maintenance Equipment Replacement – \$363,000
- Roy Morse Softball Light Pole Replacement - \$375,000 (City has \$275,000 set aside in CIP)
- Parks Vehicle Replacements – \$125,000
- Direct Fill Line Phase 1 - Reservoir to Patriot Rail Corridor. Install a 36" direct water fill line for pressure and quality control - \$14M (City has \$7M set aside - \$2M from ARPA and \$5M from rates)
- Direct Fill Line Phase 2 - Patriot Rail Corridor to Ocean Beach Highway. Complete Installation of a 36" direct water fill line for pressure and quality control - \$35M
- Police Vehicle Evidence Storage/Training facility (Pole Building) - \$1.3M

OPERATING

- Indigent Defense – \$2M per biennia
- HOPE Village Operating cost for one year (2024) - \$1.5M
- Public Disclosure Request Compliance assistance (hardware, software, etc.) - \$25,000
- Drone with night vision capability and crime scene mapping software - \$35,000

TRANSPORTATION

- Mt. Solo Road (from Willow Grove Road to Reg Smith Drive) - Grind and inlay with HMA, upgrade ADA as needed, water, sewer, and storm drainage improvements - \$2M
- Alabama Street (from Beech Street to Oregon Way) - Grind and inlay with HMA, upgrade ADA as needed, water, sewer, and storm drainage improvements - \$2.4M
- 32nd Avenue (from Washington Way to Beech Street) - Grind and inlay with HMA, upgrade ADA as needed, water, sewer, and storm drainage improvements - \$1M
- 14th Avenue (from Alabama Street to Baltimore Street) - Reconstruct 14th Avenue from Alabama Street to Baltimore Street including a full roadway section with HMA, add ADA ramps, water, sewer, and storm drainage improvements - \$3M
- 7th Avenue @ Douglas Street Roundabout - Construct a full access roundabout at 7th Avenue and Douglas Street to include ADA upgrades - \$2M
- Washington Way @ Nichols Blvd and 26th Avenue Roundabout - Construct a full access roundabout at Washington Way and Nichols Blvd and 26th Avenue to include ADA upgrades - \$6M



City of Longview

Agenda Summary

RESOLUTION NO. 2464 – EMERGENCY DECLARATION OF WELL NUMBER 3 PUMP AND MOTOR REPAIR AT THE MINT FARM REGIONAL WATER TREATMENT PLANT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2464.

COUNCIL INITIATIVE ADDRESSED:

Enhance Public Safety & Provide Sustainable Water Quality

CITY ATTORNEY REVIEW: Yes

SUMMARY STATEMENT:

On October 5th, 2023, well pump #3 at the water treatment plant showed a ground fault at startup. An electrician was called to investigate the fault. They tested and verified that the motor was in a faulted condition and not operational. The water treatment plant's motor and pump assemblies are 10 years old and approaching service requirements for the number of hours on them. Servicing all four wells began earlier this year with Utilities Services Co, Inc., rebuilding well #1's motor and pump assembly. Unfortunately, the pump and motor for well # 3 failed before it could be serviced. Utilities Services Co. plan to remove, rebuild, and replace the motor and pump assembly on well #3.

Under RCW 39.04.280, the city manager may declare an emergency and direct staff to respond to the emergency situation and may award all contracts necessary to address the emergency. The City Council must adopt findings and ratify the declaration of an emergency no later than two weeks after award of an emergency contract. Resolution No. 2464 will adopt findings and ratify the emergency declaration.

Staff Contact:

Ken Hash, Public Works Director

Chris Collins, Assistant Public Works Director

Attachments:

1. Res 2464- Emergency Declaration MFRWTP Well Pump 3
2. Declaration of Emergency Memo 10.9.23_ks

RESOLUTION NO. 2464

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, RATIFYING THE CITY MANAGER'S DECLARATION OF AN EMERGENCY FOR REBUILDING AND REPLACEMENT OF THE MOTOR AND PUMP FOR WELL NUMBER 3 AT THE MINT FARM REGIONAL WATER TREATMENT PLANT

WHEREAS, on October 5th 2023 well pump number 3 at the Mint Farm Regional Water Treatment Plant failed to start.

WHEREAS, an electrician was called to investigate. The testing showed the motor to be in a faulted condition and not operational. The pump and motor need to be replaced or rebuild.

WHEREAS, under RCW 39.04.280, the City Manager may declare an emergency situation, waive competitive bidding requirements, and award all contracts necessary to address the emergency, and report such actions to the City Council no later than two weeks following award of such contracts; and

WHEREAS, the City Council must adopt findings and ratify the existence of the emergency.

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

1. The following Findings are adopted:
 - (a) Well number 3 motor and pump has failed.
 - (b) Well number 3 pump and motor need to be rebuilt or replaced.
 - (c) If one of the other wells fail while number 3 is down, it would be detrimental to the City's ability to provide adequate water to its customers.
 - (d) Due to the hazard and potential danger to public health and safety, well number 3's motor and pump must be replaced or rebuilt as soon as possible.

(e) The competitive bidding process would result in unacceptable delays in eliminating the hazards.

2. The City Council ratifies the City Manager's declaration of an emergency, authorizes the City Manager to execute all contracts necessary to address the emergency and repair well number 3, and authorizes the waiver of competitive bidding requirements to respond to such emergency, as allowed by RCW 39.04.280.

PASSED by the City Council of the City of Longview at a duly noted regular meeting and approved by the Mayor this 12th day of October, 2023.

M A Y O R

ATTEST:

City Clerk



Memorandum

TO: Longview City Council

FROM: Kris Swanson, City Manager 

DATE: October 9, 2023

SUBJECT: Declaration of Emergency to Waive Public Bidding Requirements for Motor and Pump Assembly Repair on Well #3 at the Mint Farm Regional Water Treatment Plant

On October 5th, 2023, well pump #3 at the water treatment plant showed a ground fault at startup. An electrician was called to investigate the fault. They tested and verified that the motor was in a faulted condition and not operational.

Brian Steveson, Utility Systems Manager, relayed that the water treatment plant's motor and pump assemblies are 10 years old and approaching service requirements for the number of hours on them. Servicing all four wells began earlier this year with Utilities Services Co, Inc., rebuilding well #1's motor and pump assembly. Unfortunately, the pump and motor for well # 3 failed before it could be serviced. Utilities Services Co. plan to remove, rebuild, and replace the motor and pump assembly on well #3.

In my judgement, immediate action is needed to protect the public safety and welfare. If we were to lose another well motor while #3 is out of service, it would be detrimental to the City's ability to keep up with water-use demand. Consequently, I am declaring an emergency in accordance with RCW 39.04.280 (1)(e) and the City of Longview Purchasing Manual to waive competitive bidding requirements and expedite repair of well #3's motor and pump assembly. In addition, I am requesting the City Council adopt findings of fact and ratify this emergency declaration at its next regularly scheduled City Council meeting.

cc: Ann Rivers, Assistant City Manager
Ken Hash, Public Works Director
Chris Collins, Assistant Public Works Director

KS/lcw