



City of Longview

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

Agenda

City Council

*Mayor Spencer Boudreau
Mayor Pro Tem Kalei LaFave
Council Member Ruth Kendall
Council Member Angie Wean
Council Member MaryAlice Wallis
Council Member Keith Young
Council Member Erik Halvorson*

Thursday, January 9, 2025

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 by contacting the Clerk's Office to register prior to the hearing date. 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):

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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
25-001212 PAUL BRICKNELL, RIVERTOWN CHURCH
3. ROLL CALL
4. WORKSHOP
25-001168 FEDERAL LEGISLATIVE AGENDA WITH JOEL RUBIN, CFM

5. APPROVAL OF MINUTES**25-001164 DECEMBER 12, 2024 REGULAR MEETING****6. CHANGES TO THE AGENDA****7. PRESENTATIONS & AWARDS****8. CONSTITUENTS' COMMENTS (Thirty Minutes)****9. PUBLIC HEARINGS****25-001169 ORDINANCE NO. 3550 - ALLOWING FOR WHEELED ATV'S ON CITY STREETS, ADDING SECTION 11.69 TO THE LMC****RECOMMENDED ACTION:****CONDUCT THE PUBLIC HEARING AND ADOPT ORDINANCE NO. 3550****10. BOARD & COMMISSION RECOMMENDATIONS****25-001227 CITY COUNCIL REVIEW AND APPROVAL OF MT. SOLO PLACE PHASE 6 FINAL PLAT****RECOMMENDED ACTION:****MOTION TO GRANT APPROVAL FOR MT. SOLO PLACE PHASE 6 FINAL PLAT****11. ORDINANCES & RESOLUTIONS****25-001216 RESOLUTION NO. 2533 – AGREEMENT WITH CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE AND ST. ROSE DE VITERBO CATHOLIC CHURCH (PARISH) FOR REAL PROPERTY EXCHANGE****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2533****25-001236 RESOLUTION NO. 2535 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTH PACIFIC PAPER COMPANY, LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2535****25-001211 RESOLUTION NO. 2536 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PNW METAL RECYCLING, INC/NWM PROPERTIES LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2536****25-001209 RESOLUTION NO. 2537 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WEYERHAEUSER AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2537**

25-001210 RESOLUTION NO. 2538 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NIPPON DYNAWAVE AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2538

25-001223 RESOLUTION 2539 - RAISES THE UTILITY RATE REDUCTION PROGRAM ANNUAL AGGREGATE REDUCTIONS TO APPROXIMATELY \$320,000.00

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2539

12. **MAYOR'S REPORT**

13. **COUNCILMEMBERS' REPORTS**

14. **CONSENT CALENDAR**

25-001171 APPROVAL OF CLAIMS

25-001204 2025 AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE 2025 AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE

25-001205 PROJECT COMPLETION – BEECH ST AND 30TH AVE BUFFERED BIKE LANES PROJECT

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE BEECH ST AND 30TH AVE BUFFERED BIKE LANES PROJECT

25-001214 PROJECT COMPLETION – COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH AVE

25-001215 PROJECT COMPLETION – DOWNTOWN RECTANGULAR RAPID FLASHING BEACONS

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE DOWNTOWN RECTANGULAR RAPID FLASHING BEACONS

25-001213 RESOLUTION 2534 -AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY REGARDING EVENT CENTER PROPERTY EXCHANGE

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION 2534

25-001226 RESOLUTION 2540 -AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BALDWIN LEGAL SERVICES PLLC TO

PROVIDE LEGAL SERVICES IN AID OF PROSECUTION AND RELATED ACTIVITIES**RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION 2540**

- 25-001228 SET PUBLIC HEARING – 2025-2030 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)**

RECOMMENDED ACTION:**MOTION TO SET THE CITY COUNCIL MEETING ON FEBRUARY 13, 2025, AS THE DATE AND TIME FOR A PUBLIC HEARING ON THE 2025-2030 SIX-YEAR TIP/POP AMENDMENT**

- 25-001232 COUNCIL SUPPORT FOR FEDERAL AID PROJECT - SYSTEMIC PEDESTRIAN CROSSING IMPROVEMENTS PROJECT**

RECOMMENDED ACTION:**AUTHORIZE MAYOR BOUDREAU TO SIGN PAGE 3 OF THE PROSPECTUS FORM TO WSDOT FOR PRELIMINARY ENGINEERING PHASE OF THIS PROJECT**

- 25-003 RESOLUTION 2541 - AUTHORIZING THE IMPLEMENTATION OF A CONVENIENCE FEE FOR PAYMENTS MADE TO THE CITY USING DEBIT AND CREDIT CARDS**

RECOMMENDED ACTION:**MOTION TO APPROVE RESOLUTION NO. 2541**

- 25-0012 LONGVIEW POLICE SUPPORT GUILD COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2027**

RECOMMENDED ACTION:**MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2025-2027**

- 25-0013 RESOLUTION NO. 2542 - AUTHORIZATION TO EXECUTE A STATEMENT OF WORK WITH CHR CREATIVE FOR PURE STORAGE HARDWARE PROCUREMENT AND PROFESSIONAL SERVICES**

RECOMMENDED ACTION:**MOTION TO ADOPT RESOLUTION NO. 2542**

- 25-0016 AMENDMENT NO. 1 TO CITY OF LONGVIEW AGREEMENT FOR LEGAL SERVICES**

RECOMMENDED ACTION:**MOTION TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR LEGAL SERVICES FOR CITY ATTORNEY/LEGAL SERVICES BETWEEN THE CITY OF LONGVIEW AND THE LAW FIRM INSLEE BEST DOEZIE & RYDER, PS**

15. CITY MANAGER'S REPORT

- 25-001172 CITIZEN SUMMIT OPTIONS**

RECOMMENDED ACTION:**COUNCIL CONCURRENCE ON THE PROPOSED THEME, STRUCTURE, AND POTENTIAL DATES FOR THE 2025 LONGVIEW CITIZEN'S SUMMIT**

25-001203 REVENUE COMMITTEE RECOMMENDATION FOR 2025

RECOMMENDED ACTION:
PROVIDE STAFF DIRECTION ON THE PROPOSED INITIATIVES

16. MISCELLANEOUS**17. EXECUTIVE SESSION**

25-001208 COLLECTIVE BARGAINING PER RCW 42.30.140(4)(a)

25-001173 QUALIFICATIONS OF AN APPLICANT FOR PUBLIC EMPLOYMENT RCW 42.30.110(1)(g)

**25-001231 LEGAL RISK OF A PROPOSED ACTION OR CURRENT PRACTICE PER RCW
42.30.110(1)(iii)**

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, JANUARY 23, 2025 – 6:00 P.M.

THURSDAY, FEBRUARY 13, 2025 – 6:00 P.M.

PUBLIC RECEPTION:

THURSDAY, JANUARY 16, 2025 – 6:00 P.M., LONGVIEW PUBLIC LIBRARY – CITY MANAGER CANDIDATES

NEXT SPECIAL COUNCIL MEETING:

FRIDAY, JANUARY 17, 2025 – 1:00 P.M. – CITY MANAGER CANDIDATES INTERVIEWS

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, JANUARY 30, 2025 – 6:00 P.M. – FLUORIDE

A wide-angle photograph of the U.S. Capitol building in Washington, D.C., taken at dusk. The building's white neoclassical architecture is illuminated from within, with its large dome and numerous windows glowing with warm light. The building is reflected in the dark water of the reflecting pool in the foreground. Lush green trees frame the building on both sides, and a statue on a pedestal is visible in the center foreground. The sky is a deep blue with some light clouds.

Federal Affairs Update

City of Longview



Introduction

- Recent Successes
- Election Outcomes
- 2025 Preview
- 2025 Draft Federal Agenda



Recent Successes

Recent Earmarks 2022-2024

- Dedicated Fill Line to Reservoir (Sen. Cantwell/Rep. Gluesenkamp Perez)
- Columbia Heights (Rep. Herrera Beutler)
- De-Escalation Training Simulator (Rep. Herrera Beutler)

Total Secured Since 2022

Amount

\$1,105,800

\$5,500,000

\$210,000

\$6,815,000 = 38:1 ROI

Federal Grants Secured Since 2018

- Beech Street Extension
- Downtown Transit Center
- Bus Replacement and Expansion
- Fire Station and Equipment
- Domestic Violence Prevention
- Hire Three Firefighters
- Downtown Streetscape Project

\$1,900,000

\$2,800,000

\$3,885,500

\$150,000

\$500,000

\$580,000

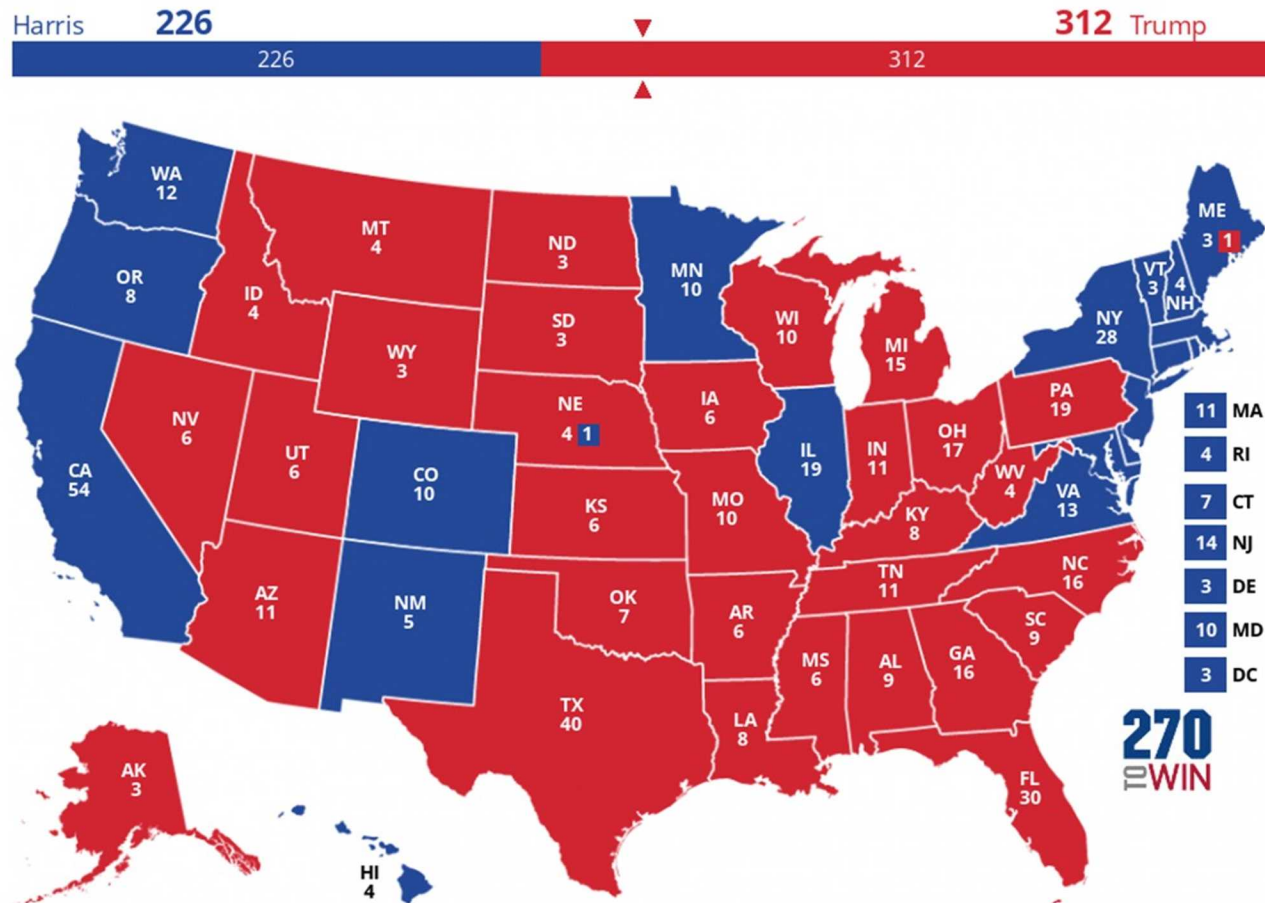
\$750,000

Policy Successes

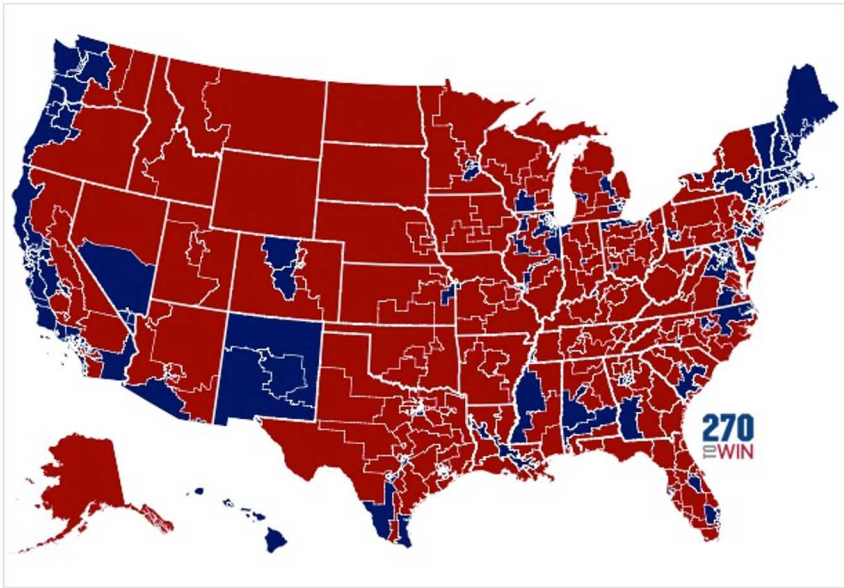
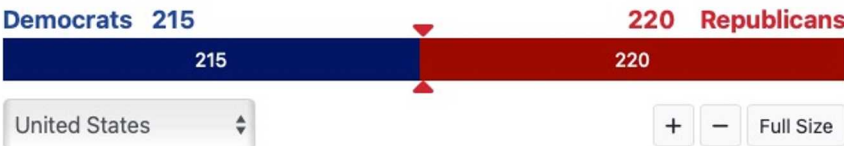
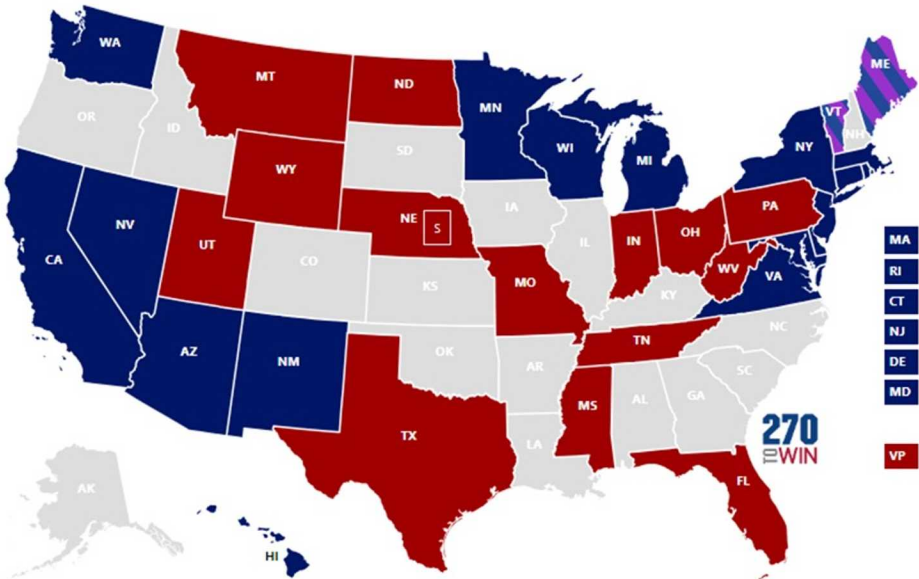
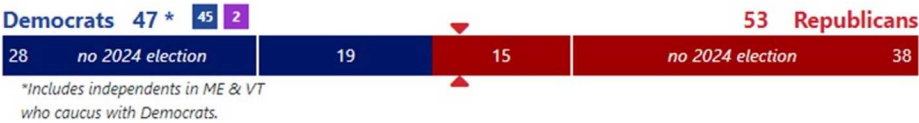
COVID Relief - \$11 million to Longview; \$5.8 million to RiverCities Transit

Opportunity Zones -- Lake Sacajawea Flushing -- Protect CDBG and HOME -- Alternative Fuels Tax Credit

Election Outcome - President



Election Outcome – Senate and House





2025 Preview

- FY25 Budget
- Debt Limit
- Tight margins in House and Senate
- Tax Reform/Cuts (Filibuster Proof)
- Trump 2.0



DRAFT: 2025 Federal Agenda

For Discussion:

Draft: City's Federal Funding Priorities

- Columbia Heights-Phase II \$2M
- Hope Village \$1.5M
- Police Technology (radios) \$TBD
- Dedicated Fill Line – Phase II \$4M

Other Funding/Policy?



Questions?



City of Longview

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Minutes

City Council

*Mayor Spencer Boudreau
Mayor Pro Tem Kalei LaFave
Council Member Ruth Kendall
Council Member Angie Wean
Council Member MaryAlice Wallis
Council Member Keith Young
Council Member Erik Halvorson*

Thursday, December 12,
2024

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. CALL TO ORDER

Mayor Boudreau called the meeting to order at 6:01 p.m.

2. INVOCATION*/FLAG SALUTE

24-00878 CHRISTIAN SCHMUTZ, NORTHLAKE CHURCH

After the invocation provided by Christian Schmutz of Northlake Church, the flag salute was recited.

3. ROLL CALL

Present: Mayor Boudreau, Mayor Pro Tem LaFave, Councilmember Kendall, Councilmember Wean (on-line), Councilmember Wallis (on-line), Councilmember Young, Councilmember Halvorson

Staff Present: Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Parks & Recreation Director Jen Wills, Police Chief Robert Huhta, Human Resources Director Sabrina Fraidenburg, Fire Chief Brad Hannig, Public Information Officer Angela Abel, Finance Director Consultant Jeff Swanson

Councilmember Halvorson moved to go into **Executive Session pursuant to RCW 42.30.110(1)(i) Legal Risk of a proposed action.**

The City Council, Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, and Public Works Director/Assistant City Manager Chris Collins entered Executive Session at 6:07 p.m. for a period of 10 minutes, until 6:20 p.m. At 6:20 p.m. Executive Session continued for 10 minutes, until 6:30 p.m. At 6:30 p.m. all parties came out of Executive Session. No action was taken.

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

24-001018 DECEMBER 5, 2024 SPECIAL MEETING

A motion was made by Councilmember Kendall, seconded by Councilmember Halvorson, to approve the December 5, 2024 Special Meeting Minutes. The motion carried unanimously.

6. **CHANGES TO THE AGENDA**

Councilmember Kendall requested the 2025 State Legislative Agenda be moved forward from City Manager's Report to after Constituents' Comments. Council concurred.

7. **PRESENTATIONS & AWARDS**

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

Jason Still provided public comment

Derek Fine provided public comment

24-001091 2025 STATE LEGISLATIVE AGENDA

RECOMMENDED ACTION:

MOTION TO APPROVE THE 2025 STATE LEGISLATIVE AGENDA

Josh Weiss and Amina Abdalla, State Lobbyists for Gordon Thomas Honeywell Government Relations, spoke on the state capital budget, operating budget and transportation budget. Costs to maintain current services and program levels have increased significantly and revenues have declined. City of Longview legislative priorities - Fire Department security and response efficiency project, emergency generator for Fire Station 82, Longview Library elevator repairs, Hope Village operational funding, Columbia Heights Road reconstruction project, Oregon Way reconstruction, and Glenwood Drive/Virginia Way repaving.

A motion was made by Councilmember Halvorson, seconded by Councilmember LaFave to approve the 2025 Legislative Priorities - Capital, Operational and Transportation Needs but without the language, "The City of Longview Supports the efforts of the Association of Washington Cities". The motion carried unanimously.

9. **PUBLIC HEARINGS**

10. BOARD & COMMISSION RECOMMENDATIONS**11. ORDINANCES & RESOLUTIONS****24-001065 ORDINANCE NO. 3548 - AMENDING THE 2023-2024 BIENNIAL BUDGET.****RECOMMENDED ACTION:****MOTION TO APPROVE ORDINANCE NO. 3548**

Finance Director Consultant Jeff Swanson explained the amendment recognizes unanticipated revenues and expenses greater or less than the forecaster plan.

Public Works Director/Assistant City Manager Chris Collins presented the budget amendment.

A motion was made by Councilmember Halvorson, seconded by Councilmember Kendall, to adopt Ordinance No. 3548. The motion carried unanimously.

Councilmember Wean excused herself from the meeting at 7:17 p.m.

24-001099 RESOLUTION 2531 - 2025 ANIMAL CONTROL FEES**RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2531**

Police Chief Robert Huhta explained the proposed fees.

A motion was made by Councilmember Kendall, seconded by Councilmember Young, to adopt Resolution No. 2531.

Councilmember Halvorson would like to remove the pet licensing fee in 2026.

Shaun Higgins provided public comment.

The motion carried unanimously.

24-001146 RESOLUTION NO. 2532 - AUTHORIZING THE CITY MANAGER TO BORROW FUNDS FROM THE GENERAL FUND FOR THE PURPOSE OF FINANCING ARTERIAL STREET, TRANSPORTATION BENEFIT DISTRICT, AND CRIMINAL JUSTICE ASSISTANCE PROJECTS AND OPERATIONS UNTIL GRANT FUNDS ARE RECEIVED.**RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2532**

Public Works Director/Assistant City Manager Chris Collins provided a report.

A motion was made by Councilmember Kendall, seconded by Councilmember Halvorson, to adopt Resolution No. 2532. The motion carried unanimously.

24-001147 RESOLUTION NO. 2529 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESTROCK COMPANY AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES**RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2529**

Fire Chief Brad Hannig explained the agreement. There is an increase in revenues and no changes to the services.

A motion was made by Councilmember Halvorson, seconded by Councilmember Kendall, to adopt Resolution No. 2529. The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Boudreau provided a report.

13. COUNCILMEMBERS' REPORTS

*Councilmember Young provided a report.
Councilmember LaFave provided a report.
Councilmember Kendall provided a report.
Councilmember Halvorson provided a report.
Councilmember Wallis provided a report.*

24-001132 APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS**RECOMMENDED ACTION:****APPROVE RECOMMENDED APPOINTMENTS**

*Interim City Manager Jim Duscha recommended appointments to the Appeal Board of Adjustment, Golf Advisory Committee, Accessibility Advisory Committee and Library Board.
Council concurred.*

*A committee of three councilmembers recommended appointments to the Complete Streets Advisory Committee, Downtown Advisory Committee, Historic Preservation Commission, Lodging Tax Advisory Committee, Parks and Recreation Board, Planning Commission and Sister City Commission. Sister City Commission still has two openings. Complete Streets Advisory Committee bylaws are being updated to increase voting members to 11.
Council concurred*

Interim City Manager Jim Duscha made appointments to Stormwater Advisory Committee and Visual Arts Commission which do not require council concurrence.

Mayor Boudreau made appointments to the Civil Service Commission and Housing Opportunities of SW Washington which do not require council concurrence.

24-001113 SET PUBLIC HEARING FOR ZONING AMENDMENT AT 2262 46TH AVE**RECOMMENDED ACTION:****MOTION TO SET A PUBLIC HEARING JANUARY 23RD, 2025**

*Councilmember Halvorson requested to pull the Zoning Amendment at 2262 46th Avenue from the Consent Calendar for separate consideration.
Council concurred.*

A motion was made by Councilmember Halvorson, seconded by Councilmember Young, to set a public hearing January 23, 2025 for the Zoning Amendment at 2262 46th Avenue.

The motion carried by the following vote:

*Ayes: Councilmember Halvorson, Councilmember Young, Councilmember LaFave,
Councilmember Kendall, Mayor Boudreau*

Nays: Councilmember Wallis

14. CONSENT CALENDAR

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

24-00877 APPROVAL OF CLAIMS**24-001093 RESOLUTION NO. 2525 – INTERLOCAL AGREEMENT WITH THE PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY FOR PROCUREMENT AND INSTALLATION OF WOODEN POLES FOR ROY MORSE PARK LIGHTING UPGRADES**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2525

24-001092 PROCUREMENT AND INSTALLATION OF LIGHTING SYSTEM WITH MUSCO FOR ROY MORSE PARK LIGHTING UPGRADES

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE AND INSTALLATION AGREEMENT WITH MUSCO FOR ROY MORSE PARK LIGHT SYSTEM

24-001096 LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2027

RECOMMENDED ACTION:
MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2025-2027

24-001114 SET PUBLIC HEARING FOR INTERIM ZONING REGULATION EXTENSION- HIGHLANDS AREA

RECOMMENDED ACTION:
MOTION TO SET A PUBLIC HEARING JANUARY 23, 2025

24-001115 PROJECT COMPLETION – 46TH AVENUE, OCEAN BEACH HIGHWAY (SR 4) TO OLYMPIA WAY

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE 46TH AVENUE, OCEAN BEACH HIGHWAY (SR 4) TO OLYMPIA WAY

24-001116 PROJECT COMPLETION – 2650 MAPLEWOOD SLIDE REPAIR

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE 2650 MAPLEWOOD SLIDE REPAIR

15. CITY MANAGER'S REPORT

24-001098 DOWNTOWN PARKING MORATORIUM EXTENSION

RECOMMENDED ACTION:
EXTEND CURRENT MORATORIUM UNTIL JULY 1, 2025

Police Chief Robert Huhta explained the need for an extension.

A motion was made by Councilmember Kendall, seconded by Councilmember Young, to extend the current moratorium until July 1, 2025. The motion carried unanimously.

24-001130 CITY MANAGER INTERVIEW DISCUSSION AND GUIDANCE

Human Resources Director Sabrina Fraidenburg stated the application period for City Manager is now closed and 20 applications were received. January 16-17 are scheduled to interview finalists, reception and candidate forums/presentations. Requested council direction on process.

Council concurred: They want to review all 20 applications. January 16, casual reception, open to the public at 6 p.m. at the Longview Public Library. (If windows are not installed at the Library, the reception will take place in the City Hall atrium. January 17 Special Council Meeting at 1 p.m. in the Council Chambers for public interviews, followed by an Executive Session. The Council may make a decision in open session after the executive session.

16. MISCELLANEOUS

17. EXECUTIVE SESSION

24-001094 COLLECTIVE BARGAINING PER RCW 42.30.140(4)(a)

The City Council (all as present at roll call), Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, Human Resources Director Sabrina Fraidenburg, Public Works Director/Assistant City Manager Chris Collins, and Police Chief Robert Huhta entered Executive Session at 7:55 p.m. pursuant to RCW 42.30.140(4)(a) Collective Bargaining for a period of 20 minutes, until 8:15 p.m.

At 8:12 p.m. Mayor Boudreau announced they were starting the second Executive Session for a period of 10 minutes, until 8:25 p.m.

24-001095 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

The City Council (all as present at roll call), Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, Human Resources Director Sabrina Fraidenburg, Public Works Director/Assistant City Manager Chris Collins and Police Chief Robert Huhta entered Executive Session at 8:12 p.m. pursuant to RCW 42.30.110(1)(i) Potential Litigation for a period of 10 minutes, until 8:25 p.m. At 8:27 p.m. all parties came out of Executive Session. No action was taken.

18. ADJOURNMENT

The meeting was adjourned at 8:28 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, JANUARY 9, 2025 – 6:00 P.M.

THURSDAY, JANUARY 23, 2025 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, JANUARY 30, 2025 – 6:00 P.M. – FLUORIDE IN CITY WATER



City of Longview

Agenda Summary

ORDINANCE NO. 3550 - ALLOWING FOR WHEELED ATV'S ON CITY STREETS, ADDING SECTION 11.69 TO THE LMC

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND ADOPT ORDINANCE NO. 3550

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address Quality of Place Issues. Improve Public Safety & Emergency Response.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

City Council adopted Resolution No. 2521 on November 7, 2024, directing the City to permit the use of wheeled all-terrain vehicles (WATVs) on designated city streets under certain conditions. Ordinance No. 3550 adds section 11.69 to the Longview Municipal Code allowing for the safe operation of wheeled ATVs on city streets.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. ORD. 3550 WATV (10957004.1)

CITY OF LONGVIEW ORDINANCE NO. 3550

AN ORDINANCE OF THE CITY OF LONGVIEW, ADOPTING CHAPTER 11.69 TO THE LONGVIEW MUNICIPAL CODE TO ALLOW THE USE OF WHEELED ALL-TERRAIN VEHICLES ON CITY STREETS; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Longview, Washington, adopted Resolution No. 2521 on November 7, 2024, directing the City to permit the use of wheeled all-terrain vehicles (WATVs) on designated city streets under certain conditions; and

WHEREAS, a public hearing was held to receive public comments for consideration on this matter January 9th, 2025, Longview City Council meeting; and

WHEREAS, the City Council finds it in the public interest to amend the Longview Municipal Code to implement this direction by establishing requirements for the safe operation of wheeled all-terrain vehicles within city limits;

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

Section 1. Adoption. Chapter 11.69 of the Longview Municipal Code is hereby adopted to read as follows:

CHAPTER 11.69 – WHEELED ALL-TERRAIN VEHICLES (WATVs)

11.69.010 Title

This chapter shall be known and may be cited as the “wheeled all-terrain vehicles (WATVs).

11.69.020 Purpose and applicability

The purpose of this chapter is to enact provisions in accordance with Chapter 46.09 RCW regarding the use of wheeled all-terrain vehicles (WATVs). This chapter shall apply to operation of all WATVs on those City streets within the City of Longview, Washington, as designated in LMC 11.69.050.

11.69.030 Definitions

A. The definitions in Chapters 46.04 and 46.09 RCW are adopted and incorporated by reference, with the following exceptions:

1. "Wheeled all-terrain vehicle" or "WATV" includes ATV, UTV and ORV as defined below.
2. "All-terrain vehicle" or "ATV" means any motorized nonhighway vehicle with handlebars that is 51 inches or less in width, has a seat height of at least 20 inches, weighs less than 1,500 pounds, and has four tires having a diameter of 30 inches or less.
3. "Utility all-terrain vehicle" or "UTV" means a utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of 20 psi or less, has a maximum width less than 74 inches, has a maximum weight less than 2,000 pounds, has a wheelbase of 110 inches or less, and satisfies at least one of the following: (a) has a minimum width of 50 inches; (b) has a minimum weight of at least 900 pounds; or (c) has a wheelbase of over 61 inches. Unless specifically cited, for the purpose of this chapter the term "wheeled all-terrain vehicle" includes those vehicles meeting the definition of "utility all-terrain vehicle."
4. "Off-road vehicle" or "ORV" means a non-street-registered vehicle when used for recreational purposes on nonhighway roads, trails, or a variety of other natural terrain. "Off-road vehicle" or "ORV" includes, but is not limited to, all-terrain vehicles, motorcycles, four-wheel drive vehicles, and dune buggies.
5. "City Streets" means all public streets within Longview's city limits, excluding state highways and other streets specifically restricted by the city.
6. "DOT approved tires" means tires that meet Federal Motor Vehicle Safety Standards and are marked with the DOT symbol as defined in 49 C.F.R. § 574.5(e)(1).

11.69.035 Operation on City streets.

A. All WATVs operating on City streets must:

1. Comply with all Washington State registration requirements in accordance with RCW 46.09.410 and 46.09.420 and WATV use permits in accordance with RCW 46.09.430; with the following additions:
 - a. Decals required by RCW 46.09.410(7) shall be affixed to the ORV where it is clearly visible.

2. Meet all equipment requirements, be certified by a Washington State licensed wheeled all-terrain vehicle dealer or motor vehicle repair shop, and declaration requirements in accordance with RCW [46.09.457](#).

B. All persons operating WATVs on City Streets must meet all registration and licensing requirements as set forth in Chapter [46.09](#) RCW, with the following addition:

1. Registration must be provided to a duly licensed law enforcement officer upon request.

C. All persons operating WATVs on City streets must obey all traffic laws including but not limited to rules of the road, traffic law or code, parking regulations, and road closures or restrictions, unless otherwise expressly exempted by Chapter [46.09](#) RCW. WATV operators must obey posted speed limits while traveling on City Streets outlined in LMC 11.69.050.

D. Headlights meeting the requirements of RCW [46.37.030](#) and [46.37.040](#) and tail lamp meeting the requirements of RCW [46.37.525](#) must be used at all times the vehicle is in motion.

E. Documentation of safety inspection required by RCW [46.09.457](#)(1)(b)(i) must be carried in the vehicle and provided to a duly licensed law enforcement officer upon request.

F. All occupants of a WATV shall wear a DOT approved helmet unless it has an Original Equipment Manufacturing (OEM) Roll Over Protection System (ROPS).

G. The operator and all passengers in a utility all-terrain vehicle shall wear safety belts. Safety belts are required even if not provided by the manufacturer.

H. All WATV traveling on City streets must be equipped with DOT approved tires.

11.69.045 Operations by persons not possessing a valid license.

Any person not possessing a valid license to operate a motor vehicle under Chapter [46.20](#) RCW may not operate any WATV on City Streets.

11.69.050 Streets designated for WATV use.

A. City streets with a posted speed limit of 35 miles per hour (mph) or less are designated for WATV use.

B. Segments of state highway listed in Chapter [47.17](#) RCW with a posted speed limit of 35 miles per hour or less.

11.69.055 Prohibited activities

A. No operator may use any WATV to pull a sled, toboggan, inner tube, wagon, trailer, or any other similar device.

B. No person shall operate or park any WATV on any sidewalk, walkway, pedestrian trail or bridge where the operation of motorized vehicles is prohibited.

C. Use of any road or street with a posted speed limit above 35 miles per hour, except to cross such roads at intersections.

11.69.060 Exemptions.

This chapter shall not apply to an appropriate local, state, and/or federal agency that engages in emergency management, as defined by state law, or to those individuals associated with such agencies and engaged in search and rescue operations, as defined by state law, or law enforcement agencies when operation of any such vehicle is in accordance with the scope of the official duties of the agency.

11.69.065 Violations and penalties.

A. It is a violation of this chapter for any person or WATV to operate on City Streets inconsistent with this chapter. Any person violating this chapter shall be guilty of a traffic infraction provided, conduct that constitutes a criminal traffic offense may be charged as such and subject to the maximum penalties allowed for such offenses.

B. In addition to the penalties provided in this chapter the owner and/or operator of any nonhighway vehicle shall be liable for any damage to property including, but not limited to, damage to trees, shrubs, or growing crops as the result of operating a WATV. The owner of such property may recover from the person responsible three times the amount of the damage per RCW 46.09.490(2).

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid for any reason, 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 Council of 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 or invalid.

Section 3. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 4. Publication and Effective Date. This Ordinance shall be published in the official newspaper of the city and a summary of this Ordinance in the form of the Ordinance title may be published in lieu of publishing the Ordinance in its entirety. This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

Passed by the City Council this ____ day of January 2025.

Approved by the Mayor the ____ day of January 2025.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Published: _____



City of Longview

Agenda Summary

CITY COUNCIL REVIEW AND APPROVAL OF MT. SOLO PLACE PHASE 6 FINAL PLAT

RECOMMENDED ACTION:

MOTION TO GRANT APPROVAL FOR MT. SOLO PLACE PHASE 6 FINAL PLAT

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Mt. Solo Place Phase 6 is the final phase of the Mt. Solo Place Phases IV-V subdivision, which was originally granted Preliminary Approval in September of 2021. The developer has successfully designed and constructed the necessary improvements as required in the Preliminary Approval dated September 23, 2021, and later modified in August of 2023. The required infrastructure and improvements have been completed, and necessary performance and warranty bonds are in place.

The Longview City Engineer has indicated that necessary construction has been completed, and necessary performance and warranty bonds are in place.

At their January 8th, 2025, meeting, the Planning Commission reviewed the application for the final plat of Mt. Solo Phase 6.

After City Engineer and Planning Commission review has been completed, final approval is subject to City Council review. Upon approval by the City Council, the Final Plat will be coordinated for City Engineer and Mayors signature on the final plat and then provided back to the applicant for recording.

STAFF CONTACT:

Nick Little, CED Director

Nick.little@ci.longview.wa.us

Attachments:

1. Memo to Longview City Council - Mt. Solo ph6 final plat (EXH A)
2. Mt Solo Phasing Map (EXH B)
3. Final Plat ph6 (EXH C)
4. Preliminary Approval and Modification (EXH D)
5. Project Pictures (EXH E)



Memorandum

TO: Longview City Council

FROM: Nick Little, CED Director

MEETING DATE: January 9th, 2025

SUBJECT: Case No. LUA2024-0038 - Final Plat for Mt. Solo Place Phase 6

The developer of Mt. Solo Place subdivision has applied for Final Plat approval for Phase 6. Mt Solo Place Phases IV-V was originally granted preliminary approval in September of 2021, and modifications to the phasing plan were approved in August of 2023. The previous phases have been constructed and approved, with the most recent (Phase 5) gaining final approval in early 2024.

The proposed subdivision completes the extension of Henderson Way and Sadie Lane, and creates a total of 27 building lots, one public stormwater tract, and a private tract containing a stormwater easement. Necessary infrastructure and improvements have been installed or will be bonded for later construction and/or warranty. CC&Rs, homeowner's association rules and bylaws, and a valid subdivision certificate has also been submitted and will record concurrently with the final plat documents.

The final plat has been reviewed by the Community Development Director and the City Engineer and has been found to substantially conform to the Mt. Solo Place Preliminary Approval and the final plat standards contained in LMC 19.80.160.

Planning Commission review has been set for January 8th, 2025. Confirmation of Planning Commission approval will be provided in advance of the January 9th City Council meeting.

Staff Recommendation:

Staff recommends the City Council approve the Final Plat of Phase 6 of the Mt. Solo Place subdivision.

Attachments:

Exhibit A – Memo to City Council

Exhibit B – Mt. Solo Place Phasing Map

Exhibit C – Mt. Solo Place Phase 6 Final Plat

Exhibit D – 2021 Preliminary Plat Approval and 2023 Preliminary Approval Modification

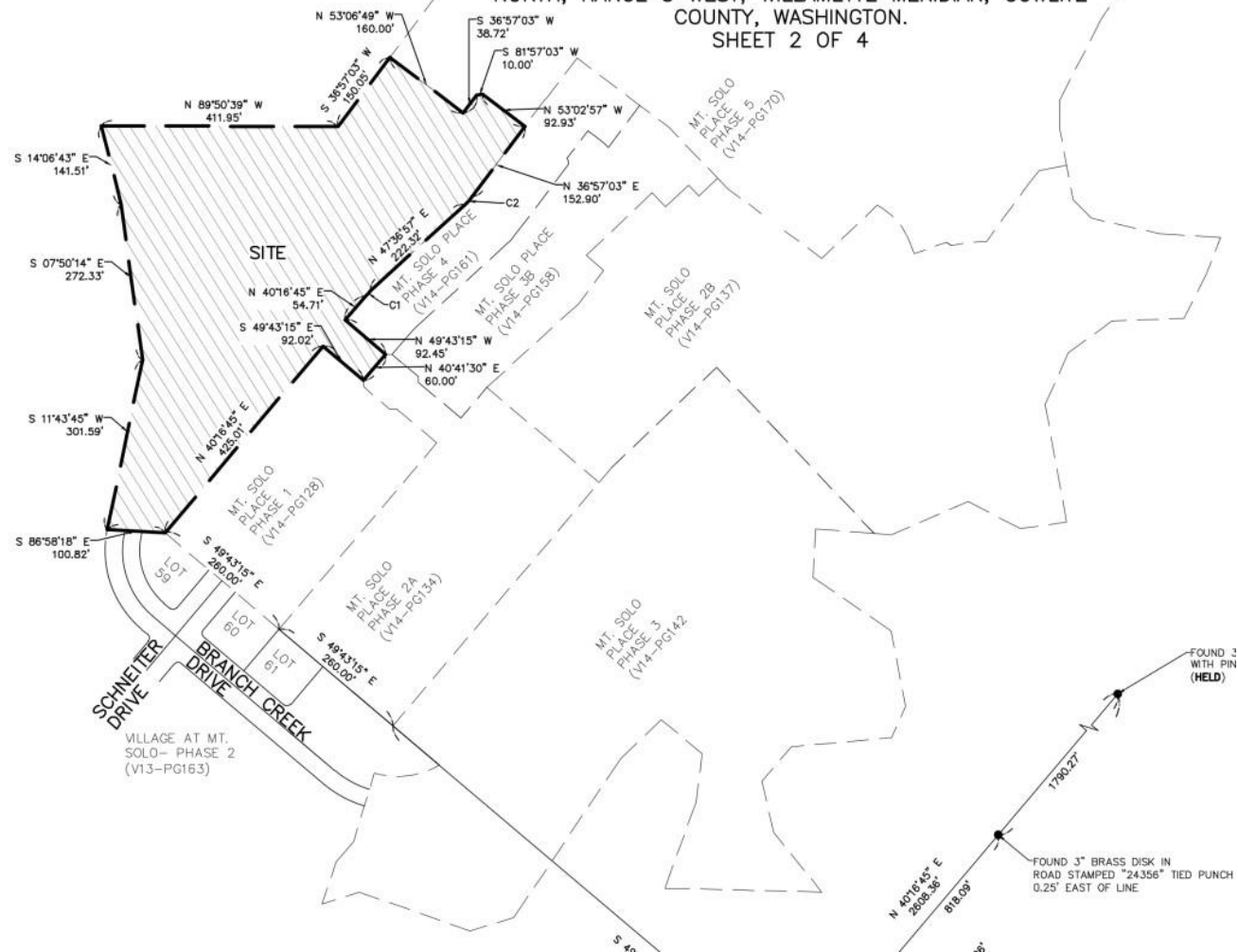
Exhibit E – Project Photos

MT SOLO PHASING PLAN

MT. SOLO PLACE PHASE 6

A SUBDIVISION IN A PORTION OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON.

SHEET 2 OF 4



PARCEL NUMBER: 107460100

PERIMETER DESCRIPTION:

A PARCEL OF LAND IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8 OF 'MT. SOLO PLACE PHASE 1' PLAT ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS AT PAGE 128, RECORDS OF COWLITZ COUNTY, WASHINGTON;

THENCE ALONG THE NORTH LINE OF SAID LOT 8 SOUTH 49°43'15" EAST, FOR A DISTANCE OF 92.02 FEET;

THENCE NORTH 40°41'30" EAST, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF LOT 168 OF 'MT. SOLO PLACE PHASE 4' PLAT ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS AT PAGE 161, RECORDS OF COWLITZ COUNTY, WASHINGTON;

THENCE ALONG THE SOUTH LINE OF SAID LOT 168 NORTH 49°43'15" WEST, FOR A DISTANCE OF 92.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 168;

THENCE ALONG THE WEST LINE OF SAID 'MT. SOLO PLACE PHASE 4' NORTH 40°16'45" EAST, FOR A DISTANCE OF 54.71 FEET;

THENCE CONTINUING ALONG SAID WEST LINE ALONG THE ARC OF A TANGENT 100.03 FOOT RADIUS CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 12.96 FEET, THROUGH A CENTRAL ANGLE OF 7°25'22", THE LONG CHORD OF WHICH BEARS NORTH 43°59'28" EAST, FOR A CHORD DISTANCE OF 12.95 FEET;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 47°36'57" EAST, FOR A DISTANCE OF 222.32 FEET;

THENCE CONTINUING ALONG SAID WEST LINE ALONG THE ARC OF A TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 18.61 FEET, THROUGH A CENTRAL ANGLE OF 10°39'54", THE LONG CHORD OF WHICH BEARS NORTH 42°17'00" EAST, FOR A CHORD DISTANCE OF 18.59 FEET;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 36°57'03" EAST, FOR A DISTANCE OF 152.90 FEET TO A POINT ON THE SOUTH LINE OF 'MT. SOLO PLACE PHASE 5' PLAT ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS AT PAGE 170, RECORDS OF COWLITZ COUNTY, WASHINGTON;

THENCE ALONG THE SOUTH LINE OF SAID 'MT. SOLO PLACE PHASE 5' NORTH 53°02'57" WEST, FOR A DISTANCE OF 92.93 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 81°57'03" WEST, FOR A DISTANCE OF 10.00 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 36°57'03" WEST, FOR A DISTANCE OF 38.72 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 53°06'49" WEST, FOR A DISTANCE OF 160.00 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE LEAVING SAID SOUTH LINE SOUTH 36°57'03" WEST, FOR A DISTANCE OF 150.05 FEET;

THENCE NORTH 89°50'39" WEST, FOR A DISTANCE OF 411.95 FEET;

THENCE SOUTH 14°06'43" EAST, FOR A DISTANCE OF 141.51 FEET;

THENCE SOUTH 07°50'14" EAST, FOR A DISTANCE OF 272.33 FEET;

THENCE SOUTH 11°43'45" WEST, FOR A DISTANCE OF 301.59 FEET TO THE NORTHWEST CORNER OF 'VILLAGE AT MT. SOLO PHASE 2' PLAT ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 163, RECORDS OF COWLITZ COUNTY, WASHINGTON;

THENCE ALONG THE NORTH LINE OF SAID 'VILLAGE AT MT. SOLO PHASE 2' SOUTH 86°58'18" EAST, FOR A DISTANCE OF 100.82 FEET TO THE SOUTHWEST CORNER OF SAID 'MT. SOLO PLACE PHASE 1';

THENCE ALONG THE WEST LINE OF SAID 'MT. SOLO PLACE PHASE 1' NORTH 40°16'45" EAST, FOR A DISTANCE OF 425.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.71 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

ACKNOWLEDGMENTS:

STATE OF WASHINGTON.
COUNTY OF COWLITZ.

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO BE KNOWN TO BE THE INDIVIDUAL(S) WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN CERTIFICATE FIRST ABOVE WRITTEN _____ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT _____

SIGNED _____

(v) APPROVED THIS _____ DAY OF _____, 20 ____.

CITY ENGINEER

(vi) APPROVED THIS _____ DAY OF _____, 20 ____.

CHAIRMAN, ATTEST, SECRETARY
LONGVIEW PLANNING COMMISSION

(vii) APPROVED THIS _____ DAY OF _____, 20 ____.

MAYOR, CITY OF LONGVIEW ATTEST, CITY CLERK

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-14-17.

MT. SOLO PLACE PHASE 6

A SUBDIVISION IN A PORTION OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON.

SHEET 1 OF 4

LEGEND:

- INDICATED MONUMENT FOUND AS NOTED

SURVEY REFERENCE:

- 1) VILLAGE AT MT. SOLO PHASE 2 VOL. 13, PAGE 164
- 2) VILLAGE AT MT. SOLO PHASE 1 VOL. 13, PAGE 100
- 3) MT. SOLO PLACE PHASE 1 VOL. 14, PAGE 128
- 4) MT. SOLO PLACE PHASE 2A VOL. 14, PAGE 134
- 5) MT. SOLO PLACE PHASE 2B VOL. 14, PAGE 137
- 6) MT. SOLO PLACE PHASE 3 VOL. 14, PAGE 142
- 7) MT. SOLO PLACE PHASE 3B VOL. 14, 158
- 8) MT. SOLO PLACE PHASE 4 VOL. 14, PAGE 161
- 9) MT. SOLO PLACE PHASE 5 VOL. 14, PAGE 170

DEED REFERENCE:

- 1) GRANTOR: CLACKAMAS THREE LLC
GRANTEE: SOLO, LLC
AUDITORS FILE NUMBER: 3532911

SURVEYOR'S CERTIFICATE:

I, DAVID ALLAN DENNY, A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "MT. SOLO PLACE PH. 6" CORRECTLY REPRESENTS A SURVEY AND SUBDIVISION OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AND THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT; THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN HEREON CORRECTLY AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

DAVID ALLAN DENNY, PROFESSIONAL LAND SURVEYOR, PLS NO. 35477

LICENSED LAND SURVEYOR

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____.

RESIDING AT _____

FILED FOR RECORD AT THE REQUEST OF THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ O'CLOCK __M., AND RECORDED IN VOLUME _____ OF PLATS, ON PAGE _____, RECORDS OF COWLITZ COUNTY, WASHINGTON.

NOTICE:

NO OCCUPANCY PERMIT WILL BE GRANTED FOR ANY HOME UNTIL PUBLIC SANITARY SEWER SERVICE IS FUNCTIONAL.

NOTES:

1) ALL LOTS SHALL BE GRADED TO SLOPE TOWARDS THE STREETS AND REAR LOT EASEMENT SUCH THAT THERE SHALL BE NO STANDING WATER OR DRAINAGE ACROSS ADJOINING PROPERTIES. ALL STORMWATER AREA DRAINS SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS.

2) A PRIVATE EASEMENT IS HEREBY RESERVED UNDER AND UPON THE REAR TEN (10) FEET OF ALL LOTS IN THE INTEREST OF THE MT. SOLO PLACE HOMEOWNERS ASSOCIATION FOR ACCESS AND MAINTENANCE OF PRIVATE REAR LOT STORMWATER CONVEYANCES. NO STRUCTURES OR OTHER IMPROVEMENTS MAY BE CONSTRUCTED IN THE PRIVATE STORMWATER EASEMENT UNLESS APPROVED BY THE MT. SOLO PLACE HOMEOWNERS ASSOCIATION IN ADVANCE, AND SHALL NOT DAMAGE, DISRUPT OR IMPEDE THE PRIVATE STORMWATER LINE OR CONVEYANCE OF STORMWATER THROUGH THE EASEMENT TO A DISCHARGE POINT.

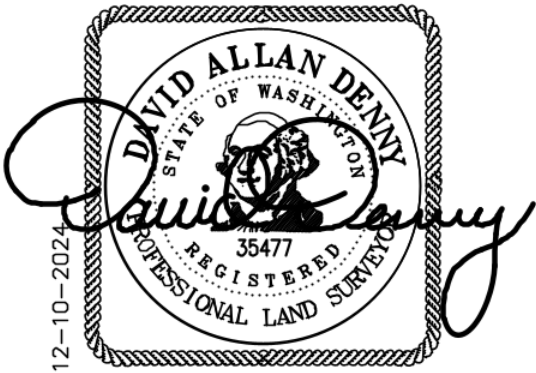
3) SIDEWALK CONSTRUCTION AND PLANTING STRIP TREES AND LANDSCAPING APPROVAL FROM THE CITY ARE REQUIRED BEFORE OCCUPANCY PERMIT.

4) AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET OF ALL BOUNDARY LINES OF THE LOTS AND TRACTS ADJACENT TO PUBLIC AND/OR PRIVATE ROADS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY COWLITZ COUNTY PUBLIC UTILITY DISTRICT CONSTRUCTION STANDARDS.

5) NO BUILDING PERMIT WILL BE ISSUED IN ANY PHASE UNTIL THE PHASE HAS REACHED SUBSTANTIAL COMPLETION PER CITY OF LONGVIEW PUBLIC WORKS VIA PIP PERMIT. SOME IMPROVEMENTS SUCH AS SIDE YARD SIDEWALK, STREET TREES, PLANTER STRIPS AND SEWER CLEANOUT COLLARS (TO BE CONSTRUCTED BY HOME BUILDER) MAY BE EXEMPT FROM SUBSTANTIAL COMPLETION SO LONG AS PERFORMANCE BOND FOR REMAINING WORK IS PROVIDED TO THE CITY.

6) THE FOLLOWING PUBLIC ROADS ARE DEDICATED TO THE CITY OF LONGVIEW WITH THIS PLAT HENDERSON WAY AND SADIE LANE.

7) PRIVATE TRACT SHALL BE MAINTAINED BY THE MT. SOLO PLACE HOMEOWNERS ASSOCIATION.



I HEREBY CERTIFY THAT THE TAXES OF THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR OF 20____.

COWLITZ COUNTY TREASURER

AUDITOR'S CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF THIS _____ DAY OF _____, 20____ AT _____ MINUTES PAST _____ O'CLOCK __M., AND RECORDED IN VOLUME _____, OF PLATS, ON PAGE _____, RECORDS OF COWLITZ COUNTY, WASHINGTON.

COWLITZ COUNTY AUDITOR

DEPUTY AUDITOR

PROTECTIVE COVENANTS:
DECLARANT DECLARATION:

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED "MT. SOLO PLACE HOMEOWNERS ASSOCIATION", A HOMEOWNERS ASSOCIATION, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR MT. SOLO PLACE, RECORDED UNDER COWLITZ COUNTY RECORDING NO. _____, DECLARANT DECLARATION: PHASE 1 (AF#3667549) CC&R (AF#3667547) AND BYLAWS (AF#3667548)

BY: _____
PRINTED _____ SIGNED _____ TITLE _____ DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED _____ OWNER(S) IN FEE SIMPLE _____ OF THE LAND HEREBY SUBDMDED, HEREBY DECLARE THIS SUBDIVISION AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND EASEMENTS OR WHATEVER PUBLIC PROPERTY; THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND(S) AND SEAL(S) THIS _____ DAY OF _____, 20 ____.

SIGNED AND SEALED _____

STATE OF WASHINGTON

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE _____ OF _____.

THE ENTITY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID ENTITY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT

_____ IS/ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE SAID ENTITY.

WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS _____ DAY OF _____ 2024.

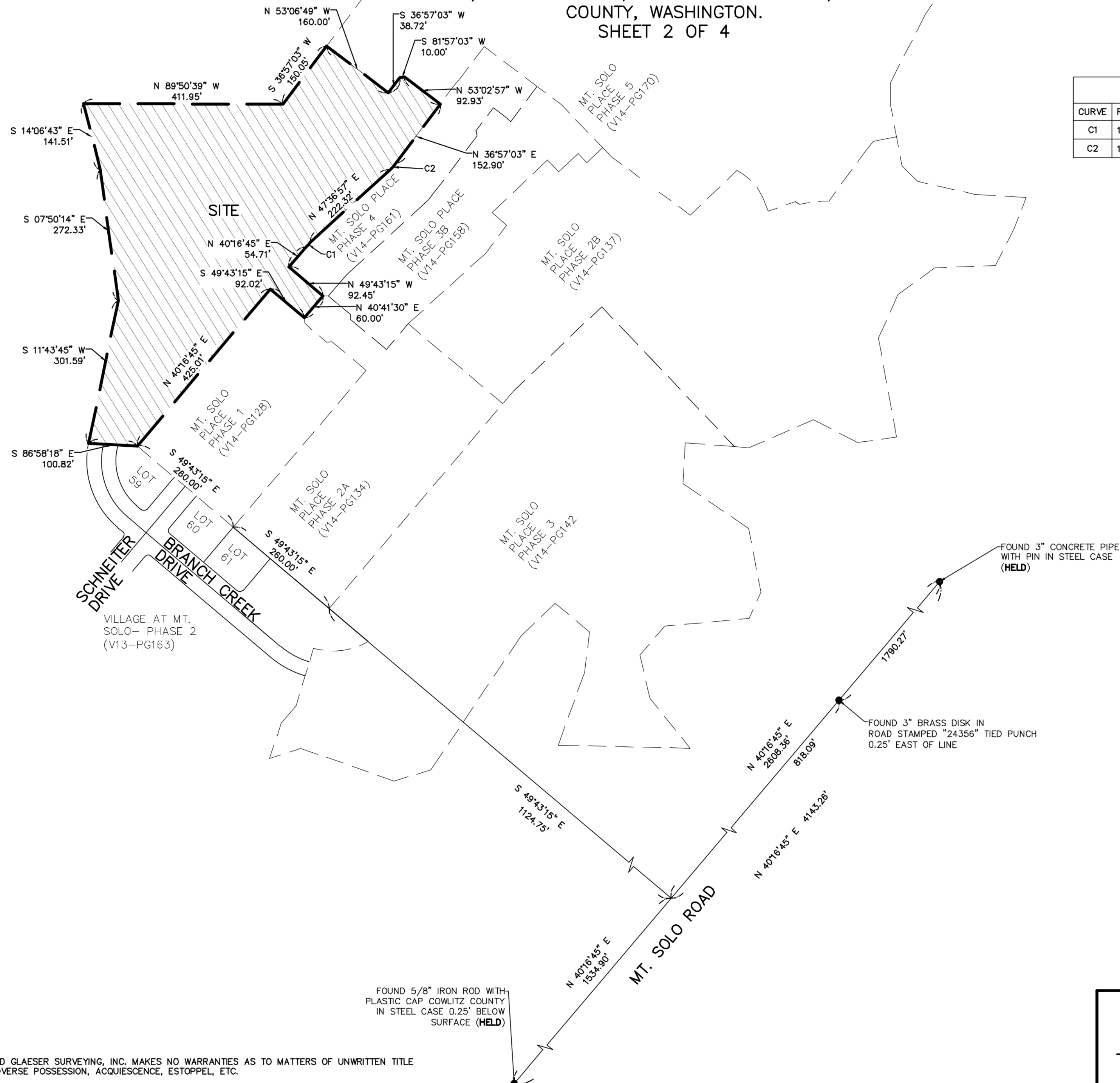
SIGNED _____

MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

SCALE: 1"=150'
JOB NO: 23-127
DWG NO: PLAT-6
DATE: 12-10-2024
CALC BY: DAD
DRAWN BY: DED
CHECKED BY: DAD
SHEET 1 OF 4

MT. SOLO PLACE PHASE 6

A SUBDIVISION IN A PORTION OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON.
SHEET 2 OF 4



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	100.03'	7°25'22"	12.96'	N 43°59'28" E	12.95'
C2	100.00'	10°39'54"	18.61'	N 42°17'00" E	18.59'

LEGEND:

● INDICATED MONUMENT FOUND AS NOTED

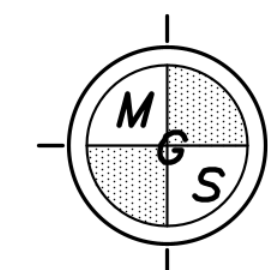
SURVEY REFERENCE:

- 1) VILLAGE AT MT. SOLO PHASE 2 VOL. 13, PAGE 164
- 2) VILLAGE AT MT. SOLO PHASE 1 VOL. 13, PAGE 100
- 3) MT. SOLO PLACE PHASE 1 VOL. 14, PAGE 128
- 4) MT. SOLO PLACE PHASE 2A VOL. 14, PAGE 134
- 5) MT. SOLO PLACE PHASE 2B VOL. 14, PAGE 137
- 6) MT. SOLO PLACE PHASE 3 VOL. 14, PAGE 142
- 7) MT. SOLO PLACE PHASE 3B VOL. 14, 158
- 8) MT. SOLO PLACE PHASE 4 VOL. 14, PAGE 161
- 9) MT. SOLO PLACE PHASE 5 VOL. 14, PAGE 170



150 75 0 150 225 300
SCALE 1 INCH = 150 FEET

12-10-2024
BASIS OF BEARING: N 40°16'45" E ALONG THE CENTERLINE OF MT. SOLO ROAD BETWEEN FOUND MONUMENTS PER SURVEY REFERENCE 1.



MINISTER—GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

SCALE: 1"=150'
JOB NO: 23-127
DWG NO: PLAT-6
DATE: 12-10-2024
CALC BY: DAD
DRAWN BY: DED
CHECKED BY: DAD
SHEET 2 OF 4

PARCEL NUMBER: 107460100

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-14-17.

MT. SOLO PLACE PHASE 6

A SUBDIVISION IN A PORTION OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON.
SHEET 3 OF 4

- LEGEND:
- INDICATES FOUND 1/2" REBAR ROD WITH YELLOW PLASTIC CAP INSCRIBED "D. DENNY 35477"
 - ⊙ INDICATES 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "D. DENNY 35477", SET
 - + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB, FOR THE PURPOSE OF WITNESS CORNER

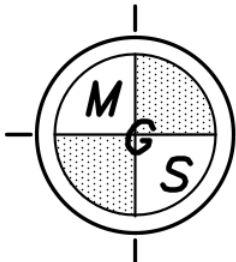
CURB MONUMENT TABLE		
LOT LINE	DISTANCE	
STORM TRACT/146	13.92'	
146/147	13.92'	
147/148	13.92'	
148/145	11.93'	
144/145	5.33'	
143/144	4.91'	
142/143	5.53'	
141/142	6.44'	
140/141	5.00'	
139/140	4.94'	
138/139	6.77'	
137/138	13.57'	
136/137	14.03'	
135/136	14.03'	
134/135	14.07'	
133/134	13.92'	
160/161	13.58'	
159/160	13.58'	
158/159	13.58'	
157/158	13.58'	
156/157	13.58'	
155/156	13.58'	
153/154	13.58'	
152/153	13.58'	
151/152	13.58'	
150/151	13.58'	
149/150	13.63'	
PVT TRACT/149	15.48'	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	150.00'	28°33'01"	74.74'	S 26°00'14" W	73.97'
C2	150.00'	7°20'12"	19.21'	S 43°56'51" W	19.19'
C3	150.00'	10°39'54"	27.92'	N 42°17'00" E	27.88'
C4	50.00'	278°55'00"	243.40'	S 40°16'32" W	65.00'
C5	180.00'	28°33'01"	89.69'	S 26°00'14" W	88.77'
C6	120.00'	28°33'01"	59.80'	S 26°00'14" W	59.18'
C7	120.00'	7°20'12"	15.37'	S 43°56'51" W	15.36'
C8	180.00'	10°39'54"	33.51'	N 42°17'00" E	33.46'
C9	120.00'	10°39'54"	22.34'	N 42°17'00" E	22.30'
C10	180.00'	7°20'12"	23.05'	S 43°56'51" W	23.03'
C11	10.00'	23°36'47"	4.12'	S 12°04'21" E	4.09'
C12	10.00'	23°37'12"	4.12'	N 87°22'22" W	4.09'
C13	120.00'	23°07'38"	48.44'	S 23°17'33" W	48.11'
C14	120.00'	5°25'23"	11.36'	S 37°34'04" W	11.35'
C15	180.00'	4°05'39"	12.86'	S 45°34'07" W	12.86'
C16	180.00'	3°14'33"	10.19'	S 41°54'01" W	10.19'
C17	50.00'	5°22'40"	4.69'	N 02°57'17" W	4.69'
C18	50.00'	26°52'55"	23.46'	N 19°05'05" W	23.24'
C19	50.00'	42°19'20"	36.93'	N 53°41'13" W	36.10'
C20	50.00'	40°21'53"	35.22'	S 84°58'11" W	34.50'
C21	50.00'	23°04'26"	20.14'	S 53°15'01" W	20.00'
C22	50.00'	23°45'36"	20.73'	S 29°50'00" W	20.59'
C23	50.00'	62°52'05"	54.86'	S 13°28'51" E	52.15'
C24	50.00'	54°16'05"	47.36'	S 72°02'56" E	45.61'
C25	100.00'	10°39'54"	18.61'	N 42°17'00" E	18.59'
C26	100.03'	7°25'22"	12.96'	S 43°59'28" W	12.95'

PARCEL NUMBER: 107460100

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-14-17.



MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

SCALE: 1"=40'
JOB NO: 23-127
DWG NO: PLAT-6
DATE: 12-10-2024
CALC BY: DAD
DRAWN BY: DED
CHECKED BY: DAD
SHEET 3 OF 4

MT. SOLO PLACE PHASE 6

A SUBDIVISION IN A PORTION OF THE
NW 1/4 AND NE 1/4 OF THE NW
1/4 OF SECTION 23, TOWNSHIP 8
NORTH, RANGE 3 WEST, WILLAMETTE
MERIDIAN, COWLITZ COUNTY,
WASHINGTON.
SHEET 4 OF 4

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING
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C7	120.00'	7°20'12"	15.37'	S 43°56'51" W
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C26	100.03'	7°25'22"	12.96'	S 43°59'28" W

LEGEND:

- INDICATES FOUND 1/2" REBAR ROD WITH YELLOW PLASTIC CAP INSCRIBED "D. DENNY 35477"
- ⊙ INDICATES 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "D. DENNY 35477", SET
- + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB, FOR THE PURPOSE OF WITNESS CORNER



SCALE 1 INCH = 40 FEET

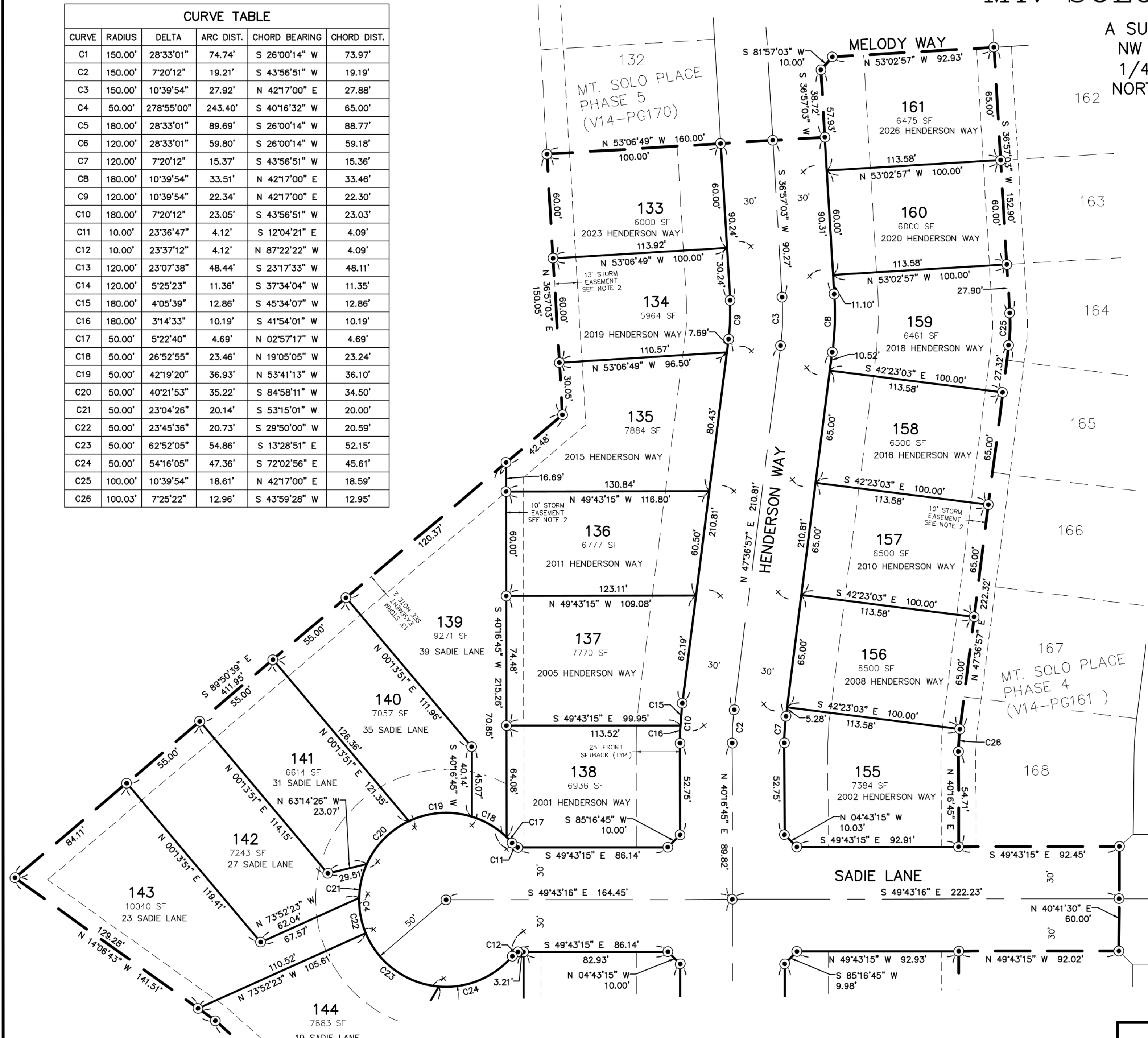
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SCALE: 1"=40'
JOB NO: 23-127
DWG NO: PLAT-
DATE: 12-10-202
CALC BY: DAD
DRAWN BY: DED
CHECKED BY: DAI
SHEET 4 OF 4

PARCEL NUMBER: 107460100

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BASIS OF BEARING: N 40°16'45" E ALONG THE CENTERLINE OF MT. SOLO ROAD BETWEEN FOUND MONUMENTS PER SURVEY REFERENCE 1.



September 13, 2021

P.O. Box 128
Longview, WA 98632-7080
www.mylongview.com

Nikki Duke
Hinton Development Corp.,
14010-A NE 3rd Court Suite 106
Vancouver, WA 98685

SGA Engineering
2005 Broadway Street
Vancouver, WA 98663

Re: Notice of Decision for Mt. Solo Place Subdivision Preliminary Plat, Phases IV-V,
Case No. PC 2021-6

Dear Ms. Duke,

At their September 9, 2021 regular meeting, the Longview City Council considered and unanimously accepted the following Longview Planning Commission recommendations:

On August 4, 2021, the Longview Planning Commission held a public hearing on the Preliminary Subdivision Plat for Mt. Solo Place Phases 4-5, a 76 lot single family subdivision. Following the public hearing, the Planning Commission voted unanimously to recommend approval of the preliminary plat subject to conditions that were recommended in the staff report. The conditions and the findings of fact on which the Planning Commission's decision was based are given below.

Recommended Conditions of Approval

1. All required streets, sidewalks, street lighting, sanitary sewer, water and storm drainage systems shall be constructed to City of Longview standards. A lighting analysis shall be submitted and approved for the street illumination system prior to construction of any streets. Plans for construction for the above improvements shall be reviewed and approved by the City Engineer prior to construction. Concerns regarding specific construction details will be addressed during the plan review for each subdivision phase. The details included in the proposal are considered conceptual in nature. A lighting analysis will be required. Plans shall follow the City's standard details.
2. The applicant shall provide additional information from a geotechnical engineer regarding soil preparation and consolidation and installation of streets and utilities prior to obtaining construction permits.

3. The street subgrade preparation, base and surfacing shall be designed by a qualified Geotechnical Engineer and shall not be less than the City of Longview standards.
4. The developer shall plant trees within the street right of way in accordance with Park and Recreation Department specifications and the standards of LMC 19.80.720.
5. The applicant shall propose additional street tree species to improve diversity and resistance to disease and provide planting locations as approved by the city Parks Manager
6. All lots shall be graded to slope towards the streets or sloughs in such a manner that there shall be no standing water or drainage across adjoining properties. Rear lot line drainage systems are strongly discouraged.
7. Community mailboxes (or mail service as approved by the USPS) shall be provided by the developer prior to final plat approval or secured with a bond.
8. The developer shall be required to obtain all necessary permits from the U.S. Corps of Engineers, Department of Ecology, Consolidated Diking Improvement District No. 1 and the Washington State Department of Transportation prior to commencing work within those agencies area of jurisdiction.
9. The 'tank traps' in the applicants property bordering CDID#1 property between Schneider Drive and Ditch 10 must be filled.
10. The phases shall be developed in the sequence presented on the preliminary plat; unless approved per LMC §19.80.190: Modifications to approved preliminary plats.
11. The maximum unimpeded length on a residential street shall be 800-feet. For street segments over 800-feet if required by the City Engineer, an engineer shall submit an analysis of potential traffic calming features. The streets to be considered shall include: Henderson Way. Suggested traffic calming features can be found on FHWA webpage under the FHWA Traffic Calming ePrimer – Module 3 Table 3.1 Likelihood of Acceptability of Traffic Calming Measures. Traffic calming features shall be constructed prior to final plat approval for the subdivision.
12. Unless otherwise approved by the Director of Public Works, access to corner lots that front on two streets shall be from the lower street functional classification.
13. The Developer must provide a subdivision improvement bond for completion of sidewalks planting strips and street trees if those items are not constructed prior to final plat approval.
14. The developer shall provide utility easements in accordance with Cowlitz PUD requirements. The easement areas are for the installation, operation, and maintenance of underground utilities. The plat covenants shall show that all utility

agencies, their successors and assigns, shall have a continuing right of ingress and egress over, across, along and upon the easement area involved at any and all times.

FINDINGS

1. The Comprehensive Plan identifies the land use designation of the entire parcel as Low Density Residential. The plan further defines the density range for low-density residential development as “up to six dwelling units per acre.” The preliminary subdivision plat proposed will have a density of 3.73 dwelling units per acre therefore, this proposal meets this Plan requirement.
2. The site is currently zoned R-1 Residential District. This district permits the proposed development project, a single family residential subdivision.
3. Development of the property in a manner depicted on the initial preliminary subdivision plans will not be detrimental to the public health, safety, or welfare or injurious to other property in the vicinity provided the conditions of approval are met.
4. Appropriate provisions are made for but not limited to public health, safety and general welfare, open spaces, parks and playgrounds, school grounds, drainage ways and facilities, streets, alleys, sidewalks and other public ways; water supplies and sanitary and solid waste disposal.
5. The variance requested from zoning standards for lot frontage width on a cul-de-sac for seven lots satisfy the criteria for a modification from adopted standards and is granted.

Thus, the preliminary plat for Mt. Solo Place Phases 4-5 has been approved by the City subject to the conditions given above. The approval was effective on September 9, 2021. Attached is an application for Final Plat approval. Please don't hesitate to contact City staff regarding Final Plan submittal requirements and City of Longview standards.

If you have any questions or concerns regarding this matter please contact me at (360) 442-5092.

Sincerely,



Adam Trimble
Planning Manager

AT

cc: Ken Hash, Interim Community Development Director/Public Works Director/City Engineer.
Jim McNamara, City Attorney
File copy: PC 2021-6



Community Development Department
P.O. Box 128
Longview, WA 98632-7080
www.mylongview.com

8/16/2023

**Request for Modification to an Approved Plat
PC 2021-6 Mt Solo Place Phases 4-5 (into phases 4, 5 and 6)**

The City of Longview has received a request for a revision to an approved preliminary plat PC 2021-6 Mt Solo Place Phases 4-5. The applicant's representative has submitted a narrative in support of Hinton's request for a modification to the Phases 4 and 5, to become Phases 4, 5 and 6 (Exhibit A).

Per LMC 19.80.190 (1) Modifications that result in an increase in density or a change in design that has the potential to substantially impact abutting properties or result in a substantial departure from the approved preliminary plat, as determined by the community development director, shall be referred to the planning commission for recommendation, with final decision issued by the city council and shall require public notice and hearing in accordance with the preliminary plat process outlined in this chapter. At the community development director's discretion, modification requests that are considered minor in scope will be processed administratively by the city, upon review by city staff;

(2) Any decision granting or denying a modification request shall be in writing and supported by findings of fact and conclusions which address the criteria for modification as follows:

(a) There will be no significant adverse impact to neighboring property or the general public as a result of the modification;

There will be no significant adverse impact to neighboring property or the general public as a result of the modification; No significant adverse impacts to neighboring property as the proposed changes do not add more lots or change the subdivision design. The requested revision only creates a new phase by pulling seven lots from phase 5 and two lots from phase 4.

(b) The modification is not contrary to the purpose section of this title or to any policy or provision of the zoning code or applicable sewer, water, storm drainage or transportation plans;

No impacts to the zoning code or sewer, water, stormwater or transportations plans.

(c) The modification protects the public interest and will result in a preferred design as determined by the community development director; and:

The requested rephrasing is viewed to be in the best interest of the public as it allows for a home builder to build homes on both side of the street at the same time, and will generate seven more homes to be built and occupied in 2023.

(3) Conditions may be required to protect the public interest, achieve compliance with the comprehensive plan, and to mitigate any adverse impacts resulting from approval of the modification.

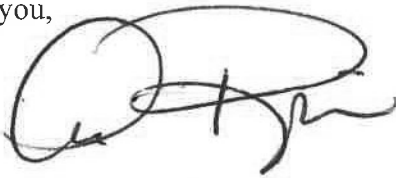
The City of Longview would request one condition to be added to the revised preliminary plat for phase 4, 5, 6 to read: "No building permit will be issued in any phase until the phase has reached substantial completion per City of Longview Public Works via PIP permit. Some improvements such as side yard sidewalks, street trees, planter strips and sewer cleanout collars (to be constructed by home builder) may be exempt from substantial completion so long as a performance bond for remaining work is provided to the City".

Conclusion:

With this letter the Community Development Department of the City of Longview views the requested modification as minor per LMC 19.80.190(2) and administratively approves of the Preliminary Plat Modification to Mt Solo Place Phase 4 and 5 to become Phases 4, 5 and 6 per Exhibit A. This Administrative approval can be revoked upon Public Works determination that Construction Plans/Review are insufficient.

If you have any questions, please contact McAllister Kosar, Planner at 360-442-5083 or Mcallister.kosar@ci.longview.wa.us.

Thank you,



Ann Rivers, Community Development Director, Assistant City Manager
City of Longview

Date: 8/16/23

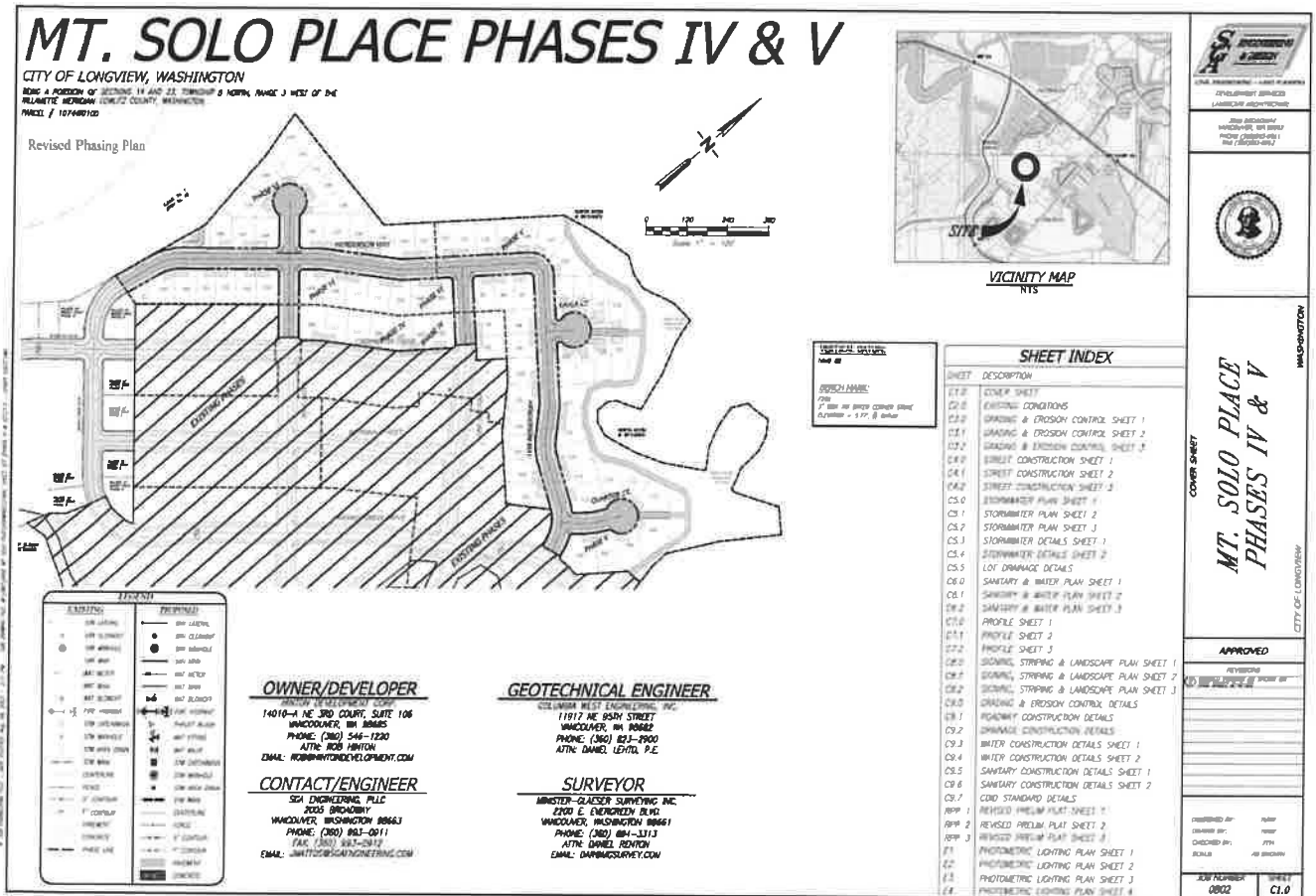


EXHIBIT E: PROJECT PICTURES



Figure 1: Looking North Along Henderson Way



Figure 2: Looking West at Sadie Lane Cul-de-sac



Figure 3: Looking West at Sadie Lane Entrance to Phase 6



Figure 4: Looking North along Henderson Way at North end of Project



City of Longview

Agenda Summary

RESOLUTION NO. 2533 – AGREEMENT WITH CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE AND ST. ROSE DE VITERBO CATHOLIC CHURCH (PARISH) FOR REAL PROPERTY EXCHANGE

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2533

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.
Preserve and enhance neighborhoods.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City of Longview initiated boundary line adjustment survey (BLA) for Cloney park parcel #10409 located at 2920 Douglas St and Park and Recreation office parcel # 10411 located at 706 30th Ave to adjust the parcel lines. During the survey it was determined that an encroachment exist between the adjacent parcels of the parish and city as follows:

1. Parish encroachment on City parcel #10409 with edge of parking lot and sign.
2. City encroachment on Parish parcel #10407 and #10410 with bike ramp.

To resolve the encroachment, an agreement is proposed between the City and Parish to exchange equal square foot (SF) portion of the property where encroachment exists. As part of the agreement, the City will relocate a fence and grant storm water easement for an existing storm line to the Parish. The land to be exchanged, when combined with the storm easement and fence relocation, are reasonably equivalent in the assessor's value and provide increased flexibility and expanded use of the properties.

Solving the property encroachment is also a condition of getting the Cloney All Inclusive Park project grant.

Resolution No. 2533 authorizes the City Manager to enter into an agreement with Parish which would allow for a real property exchange. Each entity shall be responsible for the document recording cost incurred in this exchange.

STAFF CONTACT:

Ivona Kininmonth, Engineer

Attachments:

1. RES 2533
2. Agreement with Parish for real property exchange
3. EX A - COL BLA 2024-6
4. EX B - ADJ LOT 2 EXHIBITS
5. EX C - ADJ LOT 3 EXHIBITS
6. EX D - ADJ LOT 4 EXHIBITS
7. EX E STORM DRAIN EASEMENT 3
8. EX F - AREA FROM LOT 2 TO CHURCH
9. EX G - AREA FROM LOT 3 TO CITY OF LONGVIEW
10. MAP FOR TRANSFER

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARISH FOR A REAL PROPERTY EXCHANGE

WHEREAS, it is to the mutual benefit of the City Longview (City) and the Corporation of the Catholic Archbishop of Seattle and St. Rose de Viterbo Catholic Church (Parish) to enter into an agreement by which the parties will exchange certain real property and easements to facilitate better use of the property.

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 for real property exchange with Parish, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 9th day of January, 2025.

Mayor

ATTEST:

City Clerk

**REAL PROPERTY TRANSFER AGREEMENT
BETWEEN
THE CITY OF LONGVIEW AND CORPORATION OF THE CATHOLIC
ARCHBISHOP OF SEATTLE**

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 (the “Effective Date”) by and between the CITY OF LONGVIEW, a Washington municipal corporation (hereinafter “City”) and the CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE, a Washington State corporation sole and ST. ROSE de VITERBO CATHOLIC CHURCH, one of its parishes (hereinafter collectively referred to as “Parish”), jointly hereinafter referred to as the “Parties.”

SECTION 1: RECITALS

WHEREAS, the Parish owns real property located within the City of Longview referred to as Cowlitz County Tax Parcel #10407 (legally described as Original Lot 4 – parcel 1 on Exhibit A hereto at page 2), and Cowlitz County Tax Parcel #10410 legally described as Original Lot 3 – parcel 2 on Exhibit A hereto at page 2), and both are depicted on the attached Exhibit A at pages 6 and 7, respectively; and

WHEREAS, the City owns real property located within the City of Longview referred to as Cowlitz County Tax Parcel #10409 (legally described as Original Lot 2 on Exhibit A at page 2 and depicted on the attached Exhibit A at pages 5 – 7), which is adjacent to Parcel #10407 and Parcel #10410, the two parcels owned by the Parish; and

WHEREAS, the City completed surveys for City Parcel #10409 and Parish Parcels #10407 and #10410, and identified encroachments on City Parcel #10409 and on Parish Parcels #10407 and #10410, as depicted on the attached Exhibit A at page 7; and

WHEREAS, the City has determined that a portion of City Parcel #10409 is surplus to its needs, due to the encroachment depicted on Exhibit A at page 7, and the surplus portion of City Parcel #10409 is legally described and depicted on the attached Exhibit B hereto. The City intends to transfer that portion of City Parcel #10409 to the Parish to cure the encroachment, subject to the terms and conditions as further described in this Agreement; and

WHEREAS, to remedy existing encroachments, the Parish intends to transfer a portion of Parish Parcel #10407, with the portion to be transferred legally described and depicted on Exhibit D hereto, and to transfer a portion of Parish Parcel #10410, with the portion to be transferred legally described and depicted on Exhibit C hereto, subject to the terms and conditions as further described in this Agreement; and

WHEREAS, as further consideration for the transfers set forth herein, the City will provide to the Parish a stormwater easement for private stormwater conveyance structures over, under and across City Parcel #10409, with the easement area legally described and depicted on Exhibit “A” at page 7. The City intends to relocate and abandon an existing City owned culvert pipe located on City Parcel #10409, which will displace an existing connection between the public stormwater

system and the Parish's Properties, and to remedy the displacement, the City will relocate the existing Parish stormwater line and connection to the City's stormwater system to a location within the easement area on City Parcel #10409 established by this transfer; and

WHEREAS, as further consideration for the transfers set forth herein, the City agrees to relocate an existing City fence currently located on Parish Parcel #10140 to the new property line established by this transfer no later than 5 years from the effective date of this Agreement; and

WHEREAS, based on the assessed value of the portions to be transferred per the Cowlitz County assessor, the City and Parish find that the portions of parcels of land to be exchanged to remedy the encroachments, when combined with the benefit of the grant of a stormwater easement and fence relocation, are equivalent in value and desire to exchange the parcels without the exchange of additional funding, provided the costs to effectuate the transfer are allocated as set forth herein; and

WHEREAS, the parties agree to effectuate the transfer of such properties and authorize the associated stormwater easements by separate instruments as described herein, and reflected in a boundary line adjustment, processed through the City of Longview, as described herein;

NOW THEREFORE, in consideration of the facts and recitals set forth above, which are adopted herein and made a part of this Agreement, and which the parties mutually agree good and adequate consideration for the obligations of the parties set forth herein, the parties agree as follows:

SECTION 2: ATTACHMENTS

The recitals set forth above and the following exhibits attached hereto are incorporated herein by this reference as a component of this Agreement:

- Exhibit A: Boundary Line Adjustment Survey, City of Longview No. BLA 2024-6
- Exhibit B: Parcel No. 10409 (City Parcel) – Exhibit A, Legal description of Adjusted Lot #2, Adjusted Parcel No. 10409; Exhibit B, Survey of Adjusted Lot #2, Adjusted Parcel 10409
- Exhibit C: Parcel No. 10410 (Parish Parcel) – Exhibit A, Legal description of Adjusted Lot #3, Adjusted Parcel No. 10410; Exhibit B, Survey of Adjusted Lot #3, Adjusted Parcel 10410
- Exhibit D: Parcel No. 10407 (Parish Parcel) – Exhibit A, Legal description of Adjusted Lot #4, Adjusted Parcel No. 10407; Exhibit B, Survey of Adjusted Lot #4, Adjusted Parcel 10407
- Exhibit E: Stormwater Easement #3 Parcel No. 10409 (City Parcel), legal description and depiction
- Exhibit F: Deed for Property Transfer of surplus portion of City Parcel #10409 to Parish.

Exhibit G: Deed for Property Transfer of portion of Parish Parcel #10407 and portion of Parish Parcel #10410 to City.

SECTION 3: CONVEYANCES AND BOUNDARY LINE ADJUSTMENT

The Parties agree that:

- A. City of Longview will oversee and effectuate the Closing of the transactions described herein. The provisions of this Agreement are intended by the Parties to constitute their joint closing instructions. The parties agree to share equally in all cost associated with the recording of the deeds for property transfer Exhibit E, F and G. Recording of the BLA Exhibit A shall be paid by the City.
- B. “Closing” shall be deemed to have occurred when the BLA, the Deeds, and the Stormwater Easement have been recorded in the real property records of Cowlitz County, Washington, and copies of each have been provided to the Parish.
- C. Conditions of Closing. In addition to any conditions provided in other provisions of this Agreement, the Closing under this Agreement are subject to the fulfillment prior to Closing of each of the following conditions:
 1. Approval of Deeds. The City shall prepare the deeds, provided the documents shall be submitted to the Parish for review and approval the draft documents. Upon approval thereof by the City Council and execution by the City Manager and the authorizing agent for the Parish, the parties shall convey title to the portions of property conveyed pursuant to this Agreement by Quit Claim Deeds, executed to transfer ownership of the property set forth herein attached hereto as Exhibits F and G.
 2. Approval of Boundary Line Adjustment. The City shall prepare, finalize and submit the application for Boundary Line Adjustment, shall be submitted to the Parish for review and approval. The City of Longview Department of Planning and Public Works shall have given final approval of the BLA attached hereto as Exhibit A.
 3. Grant of Stormwater Easement. The City shall prepare the easement as a component of the deeds or a separate instrument, provided the documents shall be submitted to the Parish for review and approval. Upon approval thereof by the City Manager, the City shall execute the Stormwater Easement as part of the Quit Claim Deed attached hereto as Exhibit E.

SECTION 4: EXCHANGE VALUE

1. Compensation for Transfer. Based on the Cowlitz County assessor’s valuation of the relevant properties, the Parish and City agree that the “as is” fair market value of the portion of Parcels #10407 and #10410 is reasonably equivalent in value to the combined value of

that portion of Parcel #10409 to be transferred to Parish, the value of the stormwater easement, and the value of the work and materials to remove and replace the encroaching fence. Accordingly, the parties agree that no additional monetary compensation for this exchange is warranted.

2. Administrative Costs. The City shall pay for all administrative costs associated with the preparation of documents by the City identified herein and all administrative costs.

The Parish is solely responsible for its own administrative costs associated with review of the documents identified herein, including all legal costs and fees associated with this work.

SECTION 5: PROPERTY CONVEYED “AS IS” AND RELEASE OF CLAIMS

- A. Disclaimer. Both parties offer to convey the portions of their respective parcels transferred pursuant to this Agreement in their “AS IS” conditions, with all faults and defects, known and unknown. The parties acknowledge and agree that (a) the Agreement provides the parties with the opportunity to thoroughly study and inspect the transferred properties, and (b) if this transaction is consummated, the parties will be accepting the properties pursuant to that party’s independent examination, study, inspection and knowledge of the properties. Except to the extent expressly set forth herein, the parties make no representations or warranties whatsoever as to the condition of the properties, whether express or implied, by operation of law or otherwise, including but not limited to any warranties or representations as to the merchantability, condition, fitness or habitability of the properties, or as to their use for a particular purpose, or their compliance with governmental requirements or environmental laws, or as to the physical or environmental condition of the properties, including but not limited to the condition of the soil, subsoil, groundwater or surface water, and including the structural condition of improvements in, on or to the properties, or as to the presence, use, discharge, spill, storage, generation, migration, handling, recycling, processing, treatment, disposal, release or threat of release of any hazardous substances or other regulated materials at the Property, or as to any zoning laws, codes, permits, or other laws.
- B. Release of Claims. Except as expressly provided for herein, the parties release each other from any and all claims (whether known or unknown, and whether contingent or liquidated) arising from or related to any conditions (including environmental conditions) affecting the properties. The release set forth in this section specifically includes any claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk existing on or before the Buyer’s waiver of the Due Diligence Contingency. “**Environmental Laws**” includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and

Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

SECTION 6: TERM

This Agreement shall be effective upon its mutual execution by the City and the Parish, provided it may be executed in counterparts, and shall terminate and be of no further force and effect upon the latest of (a) the date of Closing; (b) the completion of relocation of the fence; or (c) the date of parties' mutual execution of an agreement terminating this Agreement; provided that Section 9, Indemnification, and Section 10, Insurance shall survive the termination or expiration of this Agreement.

SECTION 7: DEVELOPMENT RIGHTS NOT IMPAIRED

The parties agree that the BLA and Stormwater Easement as set forth in this Agreement shall not impair the right of the Parish to further develop the Parish Parcels. The Parish retains the full right to develop, improve, or modify their property in accordance with applicable laws, regulations, and zoning ordinances at the time of the permit application, without any restrictions or limitations imposed by this Agreement.

SECTION 8: INDEPENDENT STATUS OF PARTIES

The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

SECTION 9: COMPLIANCE WITH LAWS

The parties shall observe all applicable federal, state and local laws, ordinances and regulations in conjunction with meeting their respective obligations under the terms of this Agreement.

SECTION 10: INDEMNIFICATION

The Parish hereby agrees to and shall indemnify, defend and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all demands, claims, suits, risks, liabilities and obligations and any and all costs or expenses including, but not limited to, all losses, damages, judgments and attorney's fees arising from injury to or death of any person and/or property damage of any kind in connection with Parish's performance of its obligations hereunder by Parish, its agents, employees, or contractors, except only those losses or damages resulting solely from the negligence or willful misconduct of City.

The City hereby agrees to and shall indemnify, defend and hold the Parish, its officers, officials, employees, agents and volunteers harmless from and against any and all demands, claims, suits,

risks, liabilities and obligations and any and all costs or expenses including, but not limited to, all losses, damages, judgments and attorney's fees arising from injury to or death of any person and/or property damage of any kind in connection with City's performance of its obligations hereunder by City, its agents, employees, or contractors, except only those losses or damages resulting solely from the negligence or willful misconduct of the Parish.

SECTION 11: INSURANCE

Each Party shall maintain its own insurance and/or self-insurance for its liabilities for damages or injuries to persons or property arising out of its activities associated with this Agreement as the Party deems reasonably appropriate and prudent. The maintenance of, or lack thereof insurance or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party.

SECTION 12: ADMINISTRATORS AND NOTICES

Each Party shall designate an individual ("Administrator"), which may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

City's Initial Administrator

Ivona Kininmonth
Engineer

St. Rose de Viterbo Church Initial Administrator

Sarah Hoskins
Pastoral Assistant for Administration

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator designated hereunder; provided, that if the notice is given by email, the email shall be accompanied by telephonic notice and an original counterpart of the notice shall concurrently be sent by mail to the applicable Administrator.

Notice delivered in person shall be deemed given when accepted by the recipient. Notice provided by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid and addressed to the Administrator at the address provided herein. Notice delivered by email shall be deemed given as of the date and time sent; provided that (1) the sender does not receive a failure delivery notice; (2) the foregoing requirements in connection with email notice are satisfied; and (3) any notice by email sent on a day other than a business day shall be deemed effective on the first business day after being sent.

SECTION 13: GOVERNING LAW AND VENUE STIPULATION

The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement. Any action in law, suit in equity or judicial proceeding regarding this Agreement shall be instituted only in courts of competent jurisdiction within Cowlitz County, Washington.

SECTION 14: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced in writing and executed with the same formalities as this present Agreement.

SECTION 15: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties have read and understand all of this Agreement, and now state that no representation, promise or agreement not expressed in the Agreement has been made to induce any of them to execute it.

SECTION 16: NO THIRD-PARTY BENEFICIARIES

This Agreement and each provision of this Agreement are for the sole benefit of the City and the Parish. No other person or entity shall be deemed to have any rights in, under or to this Agreement.

SECTION 17: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

SECTION 18: COUNTERPARTS

This Agreement and any amendments hereto may be executed in one or more identical counterparts and shall be binding on each Party so signing and so delivering a counterpart of this Agreement or amendment hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective on the above indicated date:

Dated: _____

Dated: _____

THE CITY OF LONGVIEW

CORPORATION OF THE CATHOLIC
ARCHBISHOP OF SEATTLE and ST.
ROSE de VITERBO CATHOLIC CHURCH

By: _____

Jim Duscha
Interim City Manager

By: _____

Jeannie Crone
CCAS Chief Financial Officer

Approved as to form:

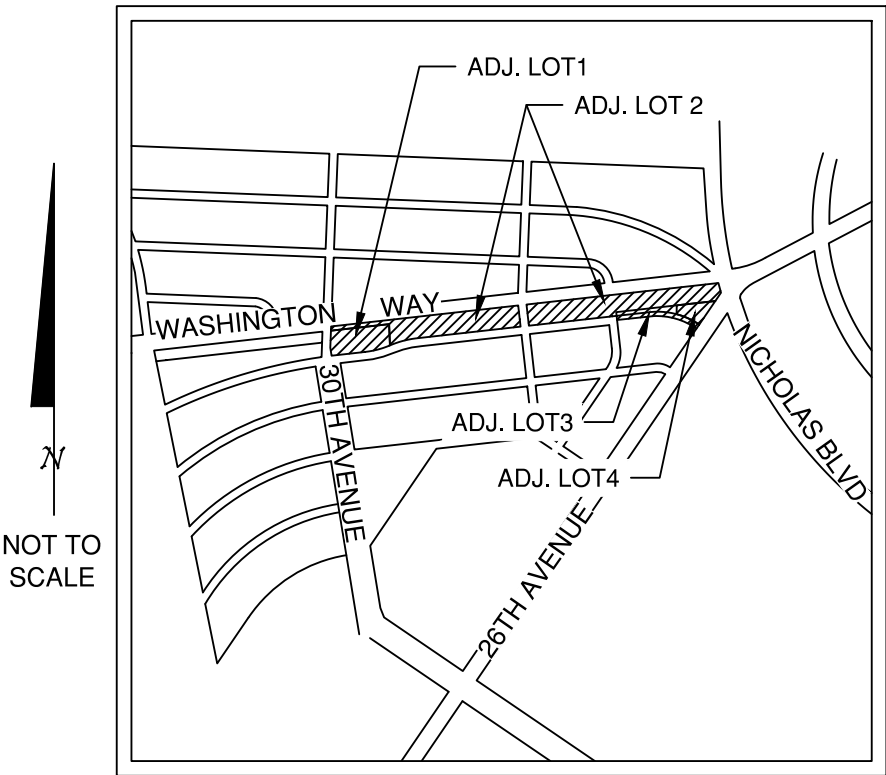
Approved as to form:

Charlotte A. Archer
Longview City Attorney

William J. Crowley
Attorney for Parish

BOUNDARY LINE ADJUSTMENT SURVEY:
Of Cowlitz County Parcel No. 10407,10409, 10410, & 10411,
in a portion of the William Carroll DLC No. 38 & Jessie Fowler DLC No. 44,
located in Northeast Quarter of the Southeast Quarter, Northwest Quarter of the Southeast Quarter,
and the Northeast Quarter of the Southwest of Section 32,
Township 8 North, Range 2 West, Willamette Meridian, City of Longview, Cowlitz County, Washington.

EXHIBIT A



VICINITY MAP

OWNER(S) DECLARATION OF BOUNDARY LINE ADJUSTMENT

OWNER: CITY OF LONGVIEW
ADDRESS: P.O. BOX 128, LONGVIEW, WA 98632

THE UNDERSIGNED OWNER(S) OF RECORD HAVE MADE APPLICATION FOR AND REQUEST APPROVAL OF A CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT, PER CITY OF LONGVIEW CODE SECTION 19.68.070

THE ATTACHED BOUNDARY LINE ADJUSTMENT MAPS, LEGAL DESCRIPTIONS OF THE ADJUSTED LOTS #1 AND #2, RIGHT OF WAY DEDICATIONS #1 THROUGH #4 TO THE PUBLIC, STORM DRAIN EASEMENT DEDICATIONS #1 AND #2 TO THE PUBLIC, AND PETITION FOR VACATION OF PUBLIC RIGHT OF WAY #1 AND # 2 ARE MADE PART OF THIS DECLARATION.

THIS BOUNDARY LINE ADJUSTMENT SHALL NOT CREATE ANY ADDITIONAL BUILDING LOT, TRACT PARCEL, BUILDING SITE, OR DIVISION OF LAND WHICH CONTAINS INSUFFICIENT AREA AND DIMENSION TO MEET MINIMUM REQUIREMENTS FOR A BUILDING SITE. THE PORTIONS BEING TRANSFERRED SHALL BE COMBINED WITH THE GRANTEES PARCEL.

OWNER SIGNATURE DATED _____

OWNER SIGNATURE DATED _____

OWNER(S) DECLARATION OF BOUNDARY LINE ADJUSTMENT

OWNER: CORP CATHOLIC ARCHBISHOP SEATTLE
ADDRESS: 710 9TH AVE, SEATTLE, WA 98104

THE UNDERSIGNED OWNER(S) OF RECORD HAVE MADE APPLICATION FOR AND REQUEST APPROVAL OF A CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT, PER CITY OF LONGVIEW CODE SECTION 19.68.070

THE ATTACHED BOUNDARY LINE ADJUSTMENT MAPS, LEGAL DESCRIPTIONS OF THE ADJUSTED LOTS #2 AND STORM DRAIN EASEMENT #3 TO CORP CATHOLIC ARCHBISHOP CHURCH SEATTLE..

THIS BOUNDARY LINE ADJUSTMENT SHALL NOT CREATE ANY ADDITIONAL BUILDING LOT, TRACT PARCEL, BUILDING SITE, OR DIVISION OF LAND WHICH CONTAINS INSUFFICIENT AREA AND DIMENSION TO MEET MINIMUM REQUIREMENTS FOR A BUILDING SITE. THE PORTIONS BEING TRANSFERRED SHALL BE COMBINED WITH THE GRANTEES PARCEL.

OWNER SIGNATURE DATED _____

OWNER SIGNATURE DATED _____

SITE ZONING

R-1 RESIDENTIAL DISTRICT

NOTICE: THE CITY OF LONGVIEW BY APPROVING THIS BOUNDARY LINE ADJUSTMENT SURVEY ASSUMES NO LIABILITY FOR PLAT OR DEED RESTRICTIONS WHICH MAY EXIST AS TO THE PROPERTY DESCRIBED HEREIN. THE PURCHASER OF EACH LOT AS ADJUSTED IS SOLELY RESPONSIBLE FOR THEIR OWN INVESTIGATION OF, AND COMPLIANCE WITH SUCH RESTRICTIONS AS TO EACH LOT.

BOUNDARY LINE ADJUSTMENT SURVEY MAP DISCLAIMER:

THIS SURVEY HAS NO AFFECT ON THE BOUNDARIES OF ANY PARCEL; THE ACTUAL BOUNDARY LINE ADJUSTMENT MAY ONLY BE ACCOMPLISHED THROUGH THE PROPER EXECUTION OF THE APPROPRIATE LEGAL DOCUMENTS. PARCELS AS SHOWN ARE NOT CREATED BY THIS SURVEY BY AGGREGATION, SEGREGATION, OR LINE ADJUSTMENT UNLESS LOCAL ORDINANCES ARE FOLLOWED THROUGH THE PLANNING DEPARTMENT. DEEDS ARE FILED WITH THE COUNTY AUDITOR, AND COUNTY TREASURER AND OR ASSESSOR REQUIREMENTS ARE COMPLETED.

GIBBS AND OLSON, INC., IS NOT RESPONSIBLE FOR NOTIFICATION OF ANY OTHER PARTIES WITH VESTED INTEREST, (MORTGAGE HOLDERS, LIEN HOLDERS, ETC...), WHO MAY HAVE ADDITIONAL REQUIREMENTS OR RESTRICTIVE AUTHORITY FOR COMPLETION.

GIBBS & OLSON, INC., MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS ACQUIESCENCE, ESTOPPEL, ADVERSE POSSESSION, ETC.

SURVEYOR'S CERTIFICATE

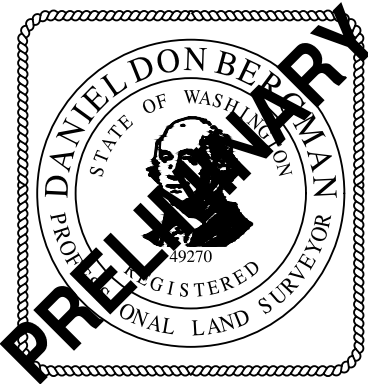
THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF CITY OF LONGVIEW , IN JUNE, 2023.

DANIEL D. BERGMAN, PLS

AUDITOR'S CERTIFICATE

FILED FOR THE RECORD THIS _____ DAY OF _____, 20____,
AT _____ M, IN BOOK _____ OF SURVEYS , ON PAGE _____
AT THE REQUEST OF GIBBS & OLSON, INC.

COUNTY AUDITOR DEPUTY AUDITOR



AUDITOR'S INDEX:
NE1/4 SE1/4, NW1/4 SE1/4,
AND, NE1/4 SW1/4
S32, T8N, R2W, W.M. FIELD BOOK 1829A &1829
GIBBS & OLSON FILE NO. 0461.3762



GIBBS & OLSON
PO BOX 400, LONGVIEW, WA 98632
360.425.0991 Tel
www.gibbs-olson.com

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BOUNDARY LINE ADJUSTMENT SURVEY:
Of Cowlitz County Parcel No. 10407,10409, 10410, & 10411,
in a portion of the William Carroll DLC No. 38 & Jessie Fowler DLC No. 44,
located in Northeast Quarter of the Southeast Quarter, Northwest Quarter of the Southeast Quarter,
and the Northeast Quarter of the Southwest of Section 32,
Township 8 North, Range 2 West, Willamette Meridian, City of Longview, Cowlitz County, Washington.

ORIGINAL LOT 1 DESCRIPTION

A PORTION OF THE WILLIAM CARROLL & JESSIE FOWLER DONATION LAND CLAIMS, LOCATED IN SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, FURTHER DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 414519, RECORDED ON MARCH 19, 1954, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE WASHINGTON WAY VACATED UNDER CITY OF LONGVIEW ORDINANCE No.3522 THAT WOULD ATTACH UNDER OPERATION OF LAW.

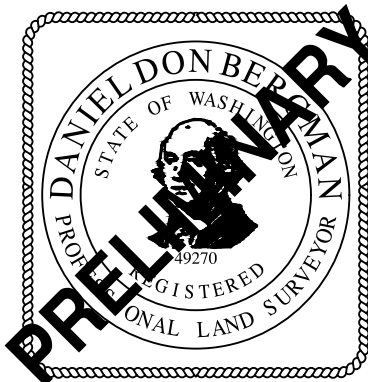
ADJUSTED LOT #1 DESCRIPTION

ADJUSTED LOT #1 OF THAT CERTAIN CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER BLA-2024-6, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS,

COMMENCING AT THE NORTHWEST CORNER OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" LOCATED IN THE SOUTHEAST QUADRANT OF THE INTERSECTION OF WASHINGTON WAY AND THIRTIETH AVENUE ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON; THENCE NORTH 83°36'14" EAST, COINCIDENT WITH THE SOUTHERLY MARGIN OF WASHINGTON WAY, A DISTANCE OF 38.33 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270" AND THE POINT OF BEGINNING; THENCE NORTH 42°57'46" EAST, LEAVING SAID SOUTHERLY MARGIN, ON A COURSE COINCIDENT WITH THAT CERTAIN PORTION OF WASHINGTON WAY PLATTED RIGHT OF WAY VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 3522, RECORDED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 3751037, A DISTANCE OF 31.03 FEET TO A POINT THAT IS 5.5 FEET SOUTHERLY OF AND PERPENDICULAR TO THE FACE OF CURB ON THE SOUTHERLY MARGIN OF THE EXISTING WASHINGTON WAY ROADWAY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 83°20'53" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 115.69 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 82°10'46" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 331.39 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270" AND THE ADJUSTED COMMON LINE CORNER OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY; THENCE SOUTH 06°06'12" EAST, COINCIDENT WITH THE ADJUSTED COMMON LINE OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 28.97 FEET TO AN INTERSECTION WITH THE PLATTED RIGHT OF WAY MARGIN OF WASHINGTON WAY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE CONTINUING SOUTH 06°06'12" EAST, COINCIDENT WITH THE ADJUSTED COMMON LINE OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 103.03 FEET TO THE NORTHERLY MARGIN OF DOUGLAS STREET AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE WESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, COINCIDENT WITH SAID NORTHERLY MARGIN, AND FROM A POINT WITH A RADIAL BEARING IN OF SOUTH 06°23'46" EAST , HAVING A RADIUS OF 584.38 FEET, THROUGH A CENTRAL ANGLE OF 16°37'03", AN ARC LENGTH OF 169.49 FEET TO A POINT OF REVERSE CURVE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, COINCIDENT WITH SAID NORTHERLY MARGIN, FROM A POINT WITH A RADIAL BEARING IN OF NORTH 23°00'49" WEST, HAVING A RADIUS OF 534.38 FEET, THROUGH A CENTRAL ANGLE OF 16°37'03", AN ARC LENGTH OF 154.99 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN, A DISTANCE OF 156.29 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 09°33'30" WEST, LEAVING SAID NORTHERLY MARGIN, A DISTANCE OF 137.94 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 42°57'46" EAST, A DISTANCE OF 18.45 FEET TO POINT OF BEGINNING

CONTAINING 75,123 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY



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ORIGINAL LOT 2 DESCRIPTION

A PORTION OF THE WILLIAM CARROLL & JESSIE FOWLER DONATION LAND CLAIMS, LOCATED IN SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, FURTHER DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 492676, RECORDED ON JULY 14, 1958, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE WASHINGTON WAY AND 27TH AVENUE VACATED UNDER CITY OF LONGVIEW ORDINANCE No.3522 THAT WOULD ATTACH UNDER OPERATION OF LAW.

TOGETHER WITH THAT PORTION OF THE WASHINGTON WAY AND 28TH AVENUE VACATED UNDER CITY OF LONGVIEW ORDINANCE No.3542 THAT WOULD ATTACH UNDER OPERATION OF LAW.

ADJUSTED LOT #2 DESCRIPTION

ADJUSTED LOT #2 OF THAT CERTAIN CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER BLA-2024-6, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" LOCATED IN THE SOUTHEAST QUADRANT OF THE INTERSECTION OF WASHINGTON WAY AND THIRTIETH AVENUE ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON; THENCE NORTH 83°36'14" EAST, COINCIDENT WITH THE SOUTHERLY MARGIN OF WASHINGTON WAY, A DISTANCE OF 38.33 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 42°57'46" EAST, LEAVING SAID SOUTHERLY MARGIN, ON A COURSE COINCIDENT WITH THAT CERTAIN PORTION OF WASHINGTON WAY PLATTED RIGHT OF WAY, VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 3522, RECORDED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 3751037, A DISTANCE OF 31.03 FEET TO A POINT THAT IS 5.5 FEET SOUTHERLY OF AND PERPENDICULAR TO THE FACE OF CURB ON THE SOUTHERLY MARGIN OF THE EXISTING WASHINGTON WAY ROADWAY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 83°20'53" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 115.69 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 82°10'46" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 331.39 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", THE NORTHERN ADJUSTED COMMON CORNER OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°10'46" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 56.46 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 83°36'19" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 547.95 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN CITY OF LONGVIEW ORDINANCE NUMBER 3542, VACATING PORTIONS OF THE WASHINGTON WAY AND 28TH AVENUE RIGHT OF WAY, RECORDED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 3757449, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 83°30'17" EAST, COINCIDENT WITH THE NORTHERN MARGIN OF SAID VACATION ORDINANCE NUMBER 3542, A DISTANCE OF 84.43 FEET TO THE NORTHWEST CORNER OF THE EASTERLY PORTION OF SAID VACATION ORDINANCE NUMBER 3522, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 83°35'52" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 485.82 FEET TO AN INTERSECTION WITH THE CENTERLINE OF THE PLATTED RIGHT OF WAY OF 27TH AVENUE; THENCE NORTH 83°40'18" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 605.98 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 06°23'46" EAST, A DISTANCE OF 29.84 FEET TO THE NORTHWEST CORNER OF RIGHT OF WAY DEDICATION #2 ON SAID BOUNDARY LINE ADJUSTMENT SURVEY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE CONTINUING SOUTH 06°23'46" EAST, COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID RIGHT OF WAY DEDICATION #2 ON SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 82.93 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°36'14" WEST, A DISTANCE OF 36.89 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 05°51'56" EAST, A DISTANCE OF 4.73 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 84°09'59" WEST, A DISTANCE OF 195.71 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 80°44'30" WEST, A DISTANCE OF 41.11 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 77°10'51" WEST, A DISTANCE OF 52.98 FEET TO A POINT ON THE NORTHERLY MARGIN OF THE AGREED COMMON LINE DESCRIBED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 598105 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 06°24'28" EAST, A DISTANCE OF 9.32 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°37'14" WEST, A DISTANCE OF 56.45 FEET TO THE NORTHERLY MARGIN OF DOUGLAS STREET, VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 1219 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE CONTINUING SOUTH 83°37'14" WEST, A DISTANCE OF 198.18 FEET TO THE EASTERLY MARGIN OF 27TH AVENUE, VACATED PER SAID CITY OF LONGVIEW ORDINANCE NUMBER 3522, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°37'14" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SAID 27TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°35'49" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 25.00 FEET TO AN INTERSECTION OF SAID NORTHERLY MARGIN OF DOUGLAS STREET AND THE WESTERLY MARGIN OF SAID VACATED 27TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE CONTINUING SOUTH 83°35'49" WEST, COINCIDENT WITH THE SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 478.08 FEET TO THE EASTERLY MARGIN OF 28TH AVENUE, VACATED PER SAID CITY OF LONGVIEW ORDINANCE NUMBER 3542, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°35'29" WEST, COINCIDENT WITH THE COMMON SOUTHERLY MARGIN OF VACATION ORDINANCE NUMBER 3542 AND NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 24.99 FEET; THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH THE COMMON SOUTHERLY MARGIN OF VACATION ORDINANCE NUMBER 3542 AND NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 25.00 FEET TO AN INTERSECTION OF SAID NORTHERLY MARGIN OF DOUGLAS STREET AND THE WESTERLY MARGIN OF SAID VACATED 28TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 622.29 FEET TO THE SOUTHERN COMMON CORNER OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 06°06'12" WEST, COINCIDENT WITH THE ADJUSTED COMMON LINE OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 103.03 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED PORTION OF THE WASHINGTON WAY RIGHT OF WAY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE CONTINUING NORTH 06°06'12" WEST, COINCIDENT WITH THE SAID ADJUSTED COMMON LINE OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 28.97 FEET POINT OF BEGINNING

CONTAINING 232,264 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

CITY OF LONGVIEW NO. BLA 2024-6

ORIGINAL LOT 3 DESCRIPTION - PARCEL 2

A PORTION OF THE WILLIAM CARROLL & JESSIE FOWLER DONATION LAND CLAIMS, LOCATED IN SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, FURTHER DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105, RECORDED ON DECEMBER 22, 1964, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE DOUGLAS STREET VACATED UNDER CITY OF LONGVIEW ORDINANCE No.1219 THAT WOULD ATTACH UNDER OPERATION OF LAW.

ADJUSTED LOT #3 DESCRIPTION

ADJUSTED LOT #3 OF THAT CERTAIN CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER BLA-2024-6, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN ON THE PLAT OF ST. HELENS No. 3, UNDER VOLUME 6 OF PLATS, PAGE 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON; THENCE SOUTH 34°16'59" WEST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 25.00 FEET TO THE CENTER OF DOUGLAS STREET, VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 1219, A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING IN OF SOUTH 34°16'59" WEST, HAVING A RADIUS OF 414.27 FEET, THROUGH A CENTRAL ANGLE OF 19° 33'54", AN ARC DISTANCE OF 141.46 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270" TO THE POINT OF BEGINNING; THENCE CONTINUING SAID CURVE TO THE LEFT, WITH A RADIAL BEARING IN OF SOUTH 14°43'99" WEST, HAVING A RADIUS OF 414.27 FEET, THROUGH A CENTRAL ANGLE OF 21° 06'51", AN ARC DISTANCE OF 152.67 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°37'14" WEST, COINCIDENT WITH SAID CENTER OF SAID DOUGLAS STREET, A DISTANCE OF 198.17 FEET TO THE EASTERLY MARGIN OF 27TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 06°23'45" WEST, COINCIDENT WITH SAID EASTERLY MARGIN, A DISTANCE OF 25.00 FEET TO THE NORTH MARGIN OF DOUGLAS STREET AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 06°24'28" WEST, A DISTANCE OF 9.32 FEET TO THE NORTH LINE OF PARCEL 2, AS DESCRIBED IN ASSESSOR'S FILE NUMBER 598105 QUIT CLAIM DEED, RECORDED DECEMBER 22, 1964, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 84°09' 59" EAST, COINCIDENT WITH SAID NORTH LINE OF PARCEL 2, A DISTANCE OF 111.81 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 08°28'57" WEST, LEAVING SAID NORTH LINE, COINCIDENT WITH THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 39.01' FEET TO THE NORTHERLY MARGIN OF SAID VACATED DOUGLAS STREET AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 14°43'06" WEST, A DISTANCE OF 25.00 FEET, TO THE CENTERLINE OF DOUGLAS STREET, A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND THE POINT OF BEGINNING;

CONTAINING 11,505 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

ORIGINAL LOT 4 DESCRIPTION - PARCEL 1

A PORTION OF THE WILLIAM CARROLL & JESSIE FOWLER DONATION LAND CLAIMS, LOCATED IN SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, FURTHER DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105, RECORDED ON DECEMBER 22, 1964, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE DOUGLAS STREET VACATED UNDER CITY OF LONGVIEW ORDINANCE No.1219 THAT WOULD ATTACH UNDER OPERATION OF LAW.

ADJUSTED LOT #4 DESCRIPTION

ADJUSTED LOT #4 OF THAT CERTAIN CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER BLA-2024-6, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN ON THE PLAT OF ST. HELENS No. 3, UNDER VOLUME 6 OF PLATS, PAGE 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON; THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 148.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN ASSESSOR'S FILE NUMBER 598105 QUIT CLAIM DEED, RECORDED DECEMBER 22, 1964, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 06°23'46" WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 13.99 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°36'14" WEST, A DISTANCE OF 36.89 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 05°51'56" EAST A DISTANCE OF 4.73 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 84°09'59" WEST COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 195.71 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 80°44'30" WEST, A DISTANCE OF 41.11 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 77°10'51" WEST, A DISTANCE OF 52.98 FEET TO A POINT ON THE NORTHERLY LINE OF THE AGREED COMMON LINE DESCRIBED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 598105 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 84°09'59" EAST, COINCIDENT WITH SAID NORTHERLY LINE, A DISTANCE OF 111.81 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 08°28'57" WEST, LEAVING SAID NORTH LINE, COINCIDENT WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 39.01' FEET TO THE NORTHERLY MARGIN OF DOUGLAS STREET, VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 1219 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 14°43'06" WEST, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF DOUGLAS STREET, A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING IN OF SOUTH 14°43'06" WEST, HAVING A RADIUS OF 414.27 FEET, THROUGH A CENTRAL ANGLE OF 19° 33'54", AN ARC DISTANCE OF 141.46 FEET TO THE WESTERLY MARGIN OF SAID 26TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 20,684 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

BOUNDARY LINE ADJUSTMENT SURVEY:
Of Cowlitz County Parcel No. 10407,10409, 10410, & 10411,
in a portion of the William Carroll DLC No. 38 & Jessie Fowler DLC No. 44,
located in Northeast Quarter of the Southeast Quarter, Northwest Quarter of the Southeast Quarter,
and the Northeast Quarter of the Southwest of Section 32,
Township 8 North, Range 2 West, Willamette Meridian, City of Longview, Cowlitz County, Washington.

CITY OF LONGVIEW NO. BLA 2024-6

RIGHT OF WAY DEDICATION #1 DESCRIPTION

THAT CERTAIN RIGHT OF WAY DEDICATION DESCRIBED AND DEPICTED AS **RIGHT OF WAY DEDICATION #1** ON THE CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" LOCATED IN THE SOUTHEAST QUADRANT OF THE INTERSECTION OF WASHINGTON WAY AND THIRTIETH AVENUE ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;
THENCE NORTH 83°36'14" EAST, COINCIDENT WITH THE SOUTHERLY MARGIN OF WASHINGTON WAY, A DISTANCE OF 38.33 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 42°57'46" WEST, LEAVING SAID SOUTHERLY MARGIN, A DISTANCE OF 18.45 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 09°33'30" EAST A DISTANCE OF 137.95 FEET TO THE NORTHERLY MARGIN OF DOUGLAS STREET OF SAID PLAT AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN OF DOUGLAS STREET A DISTANCE OF 44.92 FEET TO THE EASTERLY MARGIN OF SAID THIRTIETH AVENUE;
THENCE NORTH 09°16'01" WEST, COINCIDENT WITH SAID EASTERLY MARGIN OF THIRTIETH AVENUE, A DISTANCE OF 48.49 FEET;
THENCE NORTH 02°14'59" EAST, COINCIDENT WITH SAID EASTERLY MARGIN OF THIRTIETH AVENUE, A DISTANCE OF 102.49 FEET TO THE **POINT OF BEGINNING**

CONTAINING 5,719 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

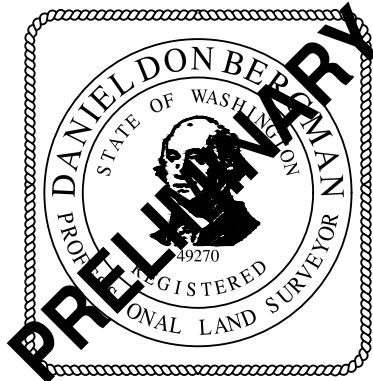
RIGHT OF WAY DEDICATION #2 DESCRIPTION

THAT CERTAIN RIGHT OF WAY DEDICATION DESCRIBED AND DEPICTED AS **RIGHT OF WAY DEDICATION #2** ON THE CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270" AT THE NORTHEAST CORNER OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" LOCATED IN THE SOUTHWEST QUADRANT OF THE INTERSECTION OF MISSOURI BOULEVARD (NICHOLS BOULEVARD) AND WASHINGTON WAY ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;
THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH THE SOUTHERLY MARGIN OF WASHINGTON WAY, A DISTANCE OF 49.97 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 06°23'46" EAST, LEAVING SAID SOUTHERLY MARGIN, A DISTANCE OF 96.93 FEET TO THE NORTHWESTERLY MARGIN OF 26TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID NORTHWESTERLY MARGIN OF 26TH AVENUE A DISTANCE OF 84.54 FEET TO THE WESTERLY MARGIN OF SAID MISSOURI BOULEVARD, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND A NON-TANGENT CURVE CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, FROM A POINT WITH A RADIAL BEARING IN OF NORTH 74°19'23" EAST, HAVING A RADIUS OF 2522.23 FEET, THROUGH A CENTRAL ANGLE OF 00°45'16", AN ARC LENGTH OF 33.21 FEET TO A POINT WITH A RADIAL BEARING IN OF NORTH 75°04'39" EAST AND THE **POINT OF BEGINNING**

CONTAINING 3,490 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY



STORM DRAIN EASEMENT DEDICATION #1 DESCRIPTION

THAT CERTAIN RIGHT OF WAY DEDICATION DESCRIBED AND DEPICTED AS **STORM DRAIN EASEMENT DEDICATION #1** ON THE CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" LOCATED IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF DOUGLAS STREET AND THIRTIETH AVENUE ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;
THENCE NORTH 83°36'14" EAST, COINCIDENT WITH THE NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 44.92 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE CONTINUING NORTH 83°36'14" EAST, COINCIDENT WITH THE NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 156.29 FEET TO A TANGENT CURVE TO THE LEFT AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE ALONG SAID CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 534.38 FEET, THROUGH A CENTRAL ANGLE OF 12°04'15", AN ARC LENGTH OF 112.58 FEET TO A POINT WITH A RADIAL BEARING IN OF NORTH 18°27'58" WEST THAT IS 5.0 FEET WESTERLY OF AND PERPENDICULAR TO AN EXISTING CENTERLINE OF A STORM DRAIN PIPELINE AND THE **POINT OF BEGINNING**;
THENCE NORTH 12°01'48" WEST, ON A COURSE 5.0 FEET WESTERLY OF AND PARALLEL WITH SAID STORM DRAIN CENTERLINE, A DISTANCE OF 83.35 FEET TO THE SOUTHERLY LINE OF THE CONSOLIDATED DIKING IMPROVEMENT DISTRICT NUMBER 1 (CDID #1) DITCH NUMBER 1 EASEMENT DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 3063247;
THENCE NORTH 83°36'14" EAST, COINCIDENT WITH THE SOUTHERLY LINE OF SAID DITCH NUMBER 1 EASEMENT, A DISTANCE OF 10.05 FEET TO A POINT 5.0 FEET EASTERLY OF AND PERPENDICULAR TO SAID EXISTING CENTERLINE OF A STORM DRAIN PIPELINE;
THENCE SOUTH 12°01'48" EAST, ON A COURSE 5.0 FEET EASTERLY OF AND PARALLEL WITH SAID STORM DRAIN CENTERLINE, A DISTANCE OF 81.14 FEET TO THE NORTHERLY MARGIN OF SAID DOUGLAS STREET AND A POINT ON A NON-TANGENT CURVE WITH A RADIAL BEARING IN OF NORTH 19°32'47" WEST;
THENCE ALONG SAID CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 534.38 FEET, THROUGH A CENTRAL ANGLE OF 01°04'51", AN ARC LENGTH OF 10.08 FEET TO THE **POINT OF BEGINNING**

CONTAINING 823 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

STORM DRAIN EASEMENT DEDICATION #2 DESCRIPTION

THAT CERTAIN RIGHT OF WAY DEDICATION DESCRIBED AND DEPICTED AS **STORM DRAIN EASEMENT DEDICATION #2** ON THE CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270" AT THE SOUTHEAST CORNER OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" LOCATED IN THE NORTHWEST QUADRANT OF THE INTERSECTION OF DOUGLAS STREET AND 28TH AVENUE ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;
THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH THE NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 342.60 FEET TO A POINT THAT IS 5.0 FEET EASTERLY OF AND PERPENDICULAR TO AN EXISTING CENTERLINE OF A STORM DRAIN PIPELINE AND THE **POINT OF BEGINNING**;

THENCE NORTH 06°28'51" WEST, ON A COURSE 5.0 FEET EASTERLY OF AND PARALLEL WITH SAID STORM DRAIN CENTERLINE, A DISTANCE OF 48.03 FEET TO THE SOUTHERLY LINE OF THE CONSOLIDATED DIKING IMPROVEMENT DISTRICT NUMBER 1 (CDID #1) DITCH NUMBER 1 EASEMENT DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 3063247;
THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH THE SOUTHERLY LINE OF SAID DITCH NUMBER 1 EASEMENT, A DISTANCE OF 10.00 FEET TO A POINT 5.0 FEET WESTERLY OF AND PERPENDICULAR TO SAID EXISTING CENTERLINE OF A STORM DRAIN PIPELINE;
THENCE SOUTH 06°28'51" EAST, ON A COURSE 5.0 FEET WESTERLY OF AND PARALLEL WITH SAID STORM DRAIN CENTERLINE, A DISTANCE OF 48.03 FEET TO THE NORTHERLY MARGIN OF SAID DOUGLAS STREET;
THENCE SOUTH 83°36'14" EAST, COINCIDENT WITH THE NORTHERLY MARGIN OF SAID DOUGLAS STREET, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**

CONTAINING 480 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

STORM DRAIN EASEMENT #3 DESCRIPTION

THAT CERTAIN STORM DRAIN EASEMENT DESCRIBED AND DEPICTED AS **STORM DRAIN EASEMENT #3** ON THE CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN BY THE PLAT OF ST. HELENS No. 3, UNDER VOLUME 6 OF PLATS, PAGE 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;
THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 148.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN ASSESSOR'S FILE NUMBER 598105 QUIT CLAIM DEED, RECORDED DECEMBER 22, 1964, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE NORTH 06°23'46" WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 13.99 FEET, TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 83°36'14" WEST, A DISTANCE OF 36.89 FEET, TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 05°51'56" EAST A DISTANCE OF 4.73 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 84°09'59" WEST, A DISTANCE OF 177.06 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 84°09'59" WEST, A DISTANCE OF 18.65 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE NORTH 53°34' 48" EAST, A DISTANCE OF 59.38 FEET;
THENCE NORTH 73°35'22" EAST A DISTANCE OF 205.65 FEET TO AN EXISTING STORM DRAIN MANHOLE INSIDE RIGHT OF WAY DEDICATION No. 2, AS SHOWN ON SAID BOUNDARY LINE ADJUSTMENT SURVEY;
THENCE SOUTH 16°24'38" EAST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 73°35'22" WEST, A DISTANCE OF 205.65 FEET;
THENCE SOUTH 53°26'33" WEST A DISTANCE OF 39.90 FEET TO THE **POINT OF BEGINNING**

CONTAINING 2,526 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY



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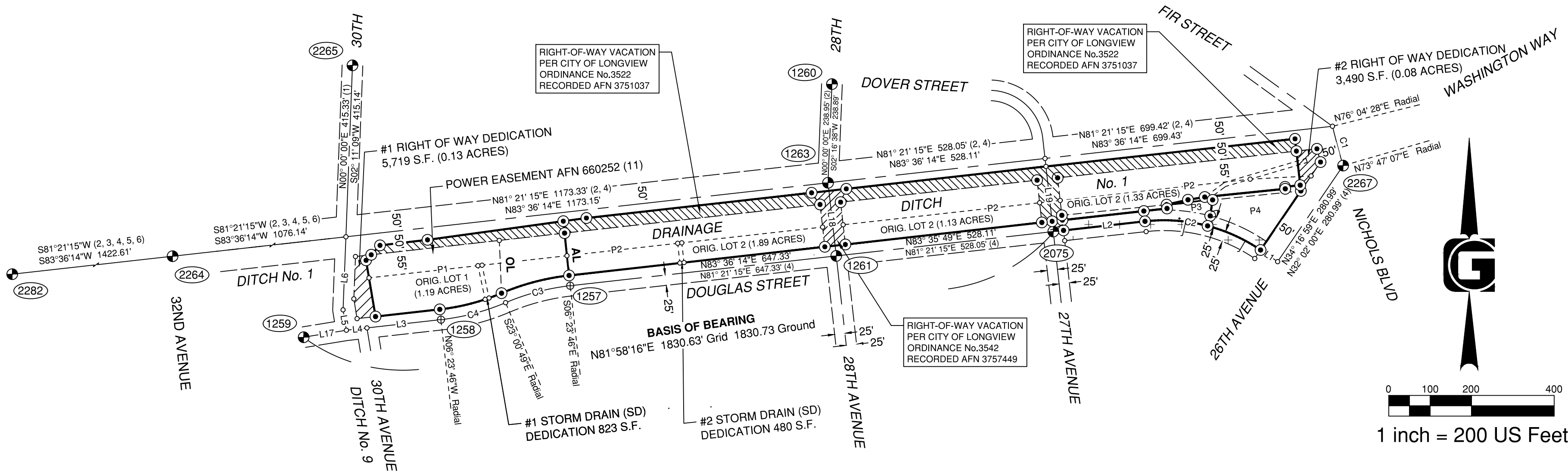
BOUNDARY LINE ADJUSTMENT SURVEY:
Of Cowlitz County Parcel No. 10407, 10409, 10410, & 10411,
in a portion of the William Carroll DLC No. 38 & Jessie Fowler DLC No. 44,
located in Northeast Quarter of the Southeast Quarter, Northwest Quarter of the Southeast Quarter,
and the Northeast Quarter of the Southwest of Section 32,
Township 8 North, Range 2 West, Willamette Meridian, City of Longview, Cowlitz County, Washington.

CITY OF LONGVIEW NO. BLA 2024-6

CENTER LINE LINE/CURVE TABLE							
				RECORD			
CURVE	DELTA	RADIUS	LENGTH	DELTA	RADIUS	LENGTH	REF#
C1	02°17'20"	2472.23'	98.77'	02°16'34"	2472.23'	98.21'	4
C2	40°40'45"	414.27'	294.13'	40°40'45"	414.27'	294.13'	4
C3	16°37'03"	162.25'	559.41'	16°37'03"	162.25'	559.41'	4
C4	16°37'03"	162.25'	559.41'	16°37'03"	162.25'	559.41'	4
LINE	BEARING	DISTANCE		BEARING	DISTANCE		REF#
L1	S55°43'01"E	50.00'		S57°58'00"E	50.00'		4
L2	N83°37'14"E	223.16'		N81°21'15"E	223.22'		4
L3	N83°36'14"E	179.94'		N81°21'15"E	179.94'		4
L4	N83°36'14"E	50.06'		N81°21'15"E	50.06'		4
L5	N09°16'01"W	50.00'		N11°31'00"W	50.00'		4,5
L6	N02°14'59"W	176.83'		N00°00'00"W	176.28'		4,5
L17	S80°43'59"W	104.32'		S78°29'W	104.324'		5
L18	N06°24'56"W	178.03'		N08°38'45"W	177.485'		4
L19	N06°24'52"W	177.97'		N08°38'45"W	177.485'		4

PARCEL DATA			
PARCEL	OWNER	PARCEL No.	ZONING
P1	CITY OF LONGVIEW	10411	R1
P2	CITY OF LONGVIEW	10409	R1
P3	CORP CATHOLIC ARCHBISHOP SEATTLE	10410	R1
P4	CORP CATHOLIC ARCHBISHOP SEATTLE	10407	R1

ORIGINAL AND ADJUSTED AREA						
ORIGINAL			ADJUSTED			
LOT	S.F.	ACRES	LOT	S.F.	ACRES	
CITY OF LONGVIEW 1	51,988	1.19	1	75,123	1.72	
CITY OF LONGVIEW 2	189,512	4.35	2	224,996	5.16	
CORP CATHOLIC ARCHBISHOP SEATTLE 3	14,188	0.33	3	11,505	0.26	
CORP CATHOLIC ARCHBISHOP SEATTLE 4	17,947	0.41	4	20,684	0.47	
ROW DEDICATION #1				5,719	0.13	
ROW DEDICATION #2				3,490	0.08	
SD ESMT DEDICATION #1				823	0.02	
SD ESMT DEDICATION #2				480	0.01	



CORNER INFORMATION:

- 1257 FOUND RAIL ROAD SPIKE ON CENTERLINE OF DOUGLAS STREET; TIED 10/11/2023.
- 1258 FOUND RAIL ROAD SPIKE ON CENTERLINE OF DOUGLAS STREET S82°24'45"E 0.18' FROM CALCULATED POSITION; TIED 10/11/2023
- 1259 FOUND BRASS DISK IN MONUMENT CASE ON CENTERLINE OF DOUGLAS STREET S62°40'20"W 0.42' FROM CALCULATED POSITION; TIED 10/11/2023.
- 1260 FOUND BRASS DISC IN MONUMENT CASE AT THE INTERSECTION OF 28TH AVENUE & DOVER STREET; 0.45 DOWN. HELD. TIED 10/11/2023.
- 1261 FOUND BRASS DISC IN MONUMENT CASE AT THE INTERSECTION OF 28TH AVENUE & DOUGLAS STREET; DOWN 0.4'; HELD. TIED 10/11/2023.
- 2263 FOUND 2" BRASS DISC WITH PUNCH IN CONCRETE IN MONUMENT CASE; WASHINGTON WAY & 28TH AVENUE; DOWN 0.6'; HELD. TIED 10/12/2023.
- 2264 FOUND EMPTY MONUMENT CASE; WASHINGTON WAY & 32ND AVENUE. TIED 10/20/2023.
- 2265 FOUND 2" BRASS DISC SET IN CONCRETE WITH PUNCH IN MONUMENT CASE; DOVER STREET & 30TH AVENUE; 0.45' DOWN. HELD. TIED 10/20/2023.
- 2267 FOUND 5/8" REBAR WITH PUNCH IN MONUMENT CASE; NICHOLS BLVD & 26TH AVENUE; DOWN 0.7'; N11°23'43"E 0.26' OF CALCULATED POSITION. TIED 10/20/2023.
- 2075 FOUND 4" FLASHER WITH DIVOT ON TOP OF 2" IRON PIPE IN MONUMENT CASE; 1.5' BEHIND CURB; 0.5' BELOW GRADE; INTERSECTION OF DOUGLAS STREET & 27TH AVENUE. HELD. TIED 10-17-2023.
- 2282 FOUND 4" FLASHER WITH DIVOT ON TOP OF 2" IRON PIPE IN MONUMENT CASE; MONUMENT DISTURBED, TIPPED 45° TO THE EAST; HELD FOR ALIGNMENT OF WASHINGTON WAY. TIED 10/24/2023.

SURVEY REFERENCES:

- 1. AFN 31612; VOLUME 97; PAGE 491; SUPERIOR COURT JUDGMENT No. 5362; RECORDED NOVEMBER 17, 1923.
- 2. OLYMPIC ADDITION TO LONGVIEW No. 1; VOLUME 5, PAGES 45-49, RECORDED JUNE 6, 1924.
- 3. PLAT OF LONGVIEW No. 8; VOLUME 6; PAGE 6-10; RECORDED FEBRUARY 10, 1925.
- 4. ST. HELENS ADDITION TO LONGVIEW No. 3; VOLUME 6; PAGE 20-25, RECORDED MAY 8, 1925.
- 5. HIGHLANDS ADDITION TO LONGVIEW No. 3; VOLUME 6; PAGE 31-35, RECORDED MAY 14, 1925.
- 6. ASSESSOR'S PLAT No. 7, VOLUME 8, PAGE 29, RECORDED MAY 25, 1949.
- 7. AFN 414519; VOLUME 547, PAGE 752; PARCEL 10411; WARRANTY DEED; RECORDED MARCH 19, 1954.
- 8. AFN 492676; VOLUME 620, PAGE 667; WARRANTY DEED; RECORDED SEPTEMBER 8, 1958.
- 9. CITY OF LONGVIEW ORDINANCE 1219; VACATED OF PORTIONS DOUGLAS STREET; APPROVED DECEMBER 10, 1964.
- 10. AFN 598105; QUIT CLAIM DEED; RECORDED DECEMBER 22, 1964.
- 11. AFN 660252; VOLUME 739, PAGE 560; POWER EASEMENT; RECORDED OCTOBER 4, 1967.
- 12. AFN 3063247; DISCLAIMER OF INTEREST IN REAL PROPERTY; RECORDED JULY 22, 1999.
- 13. AFN 3751037, CITY OF LONGVIEW ORDINANCE 3522 - VACATION OF PORTIONS OF WASHINGTON WAY AND 27TH AVE; RECORDED MAY 1, 2024
- 14. AFN 3757449, CITY OF LONGVIEW ORDINANCE 3542 - VACATION OF PORTIONS OF WASHINGTON WAY AND 28TH AVE; RECORDED SEPTEMBER 5, 2024

DRAWING DATUMS AND BASIS OF BEARING:

N81°58'16"E BETWEEN MONUMENTS NO. 1259 AND NO. 2075, WASHINGTON PLANE COORDINATE SYSTEM (WPCS), SOUTH ZONE 4602, NAD 83/2011 (EPOCH: 2010), NAVD88, GEIOD: G2018U1, U.S. FEET, DERIVED FROM WASHINGTON STATE REFERENCE NETWORK (WSRN) STATION: SSWAVRS_MSM

MONUMENT NO. 1259
N: 301002.23'
E: 1016161.20'
ELEV: 8.29'
LAT: N046° 07' 55.3135"
LON: W122° 57' 45.7245"
CONV. -001° 47' 20.0249"
SCALE: 0.99994567
COMBINED SCALE: 0.99994527

MONUMENT NO. 2075
N: 301257.92'
E: 1017973.88'
ELEV: 15.04'
LAT: N046° 07' 58.3944"
LON: W122° 57' 20.1103"

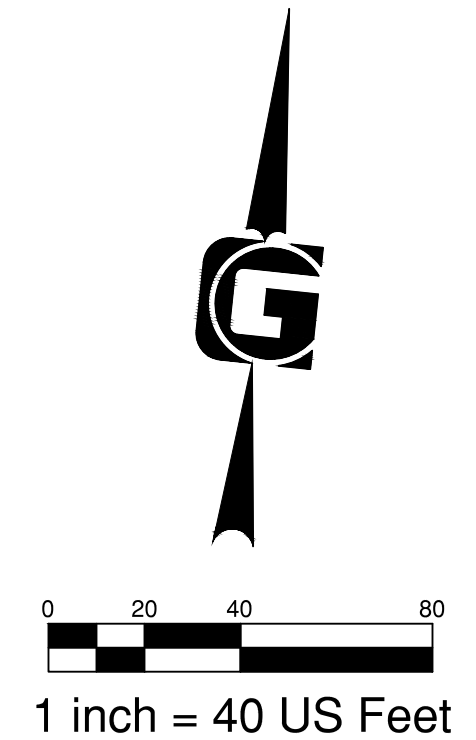
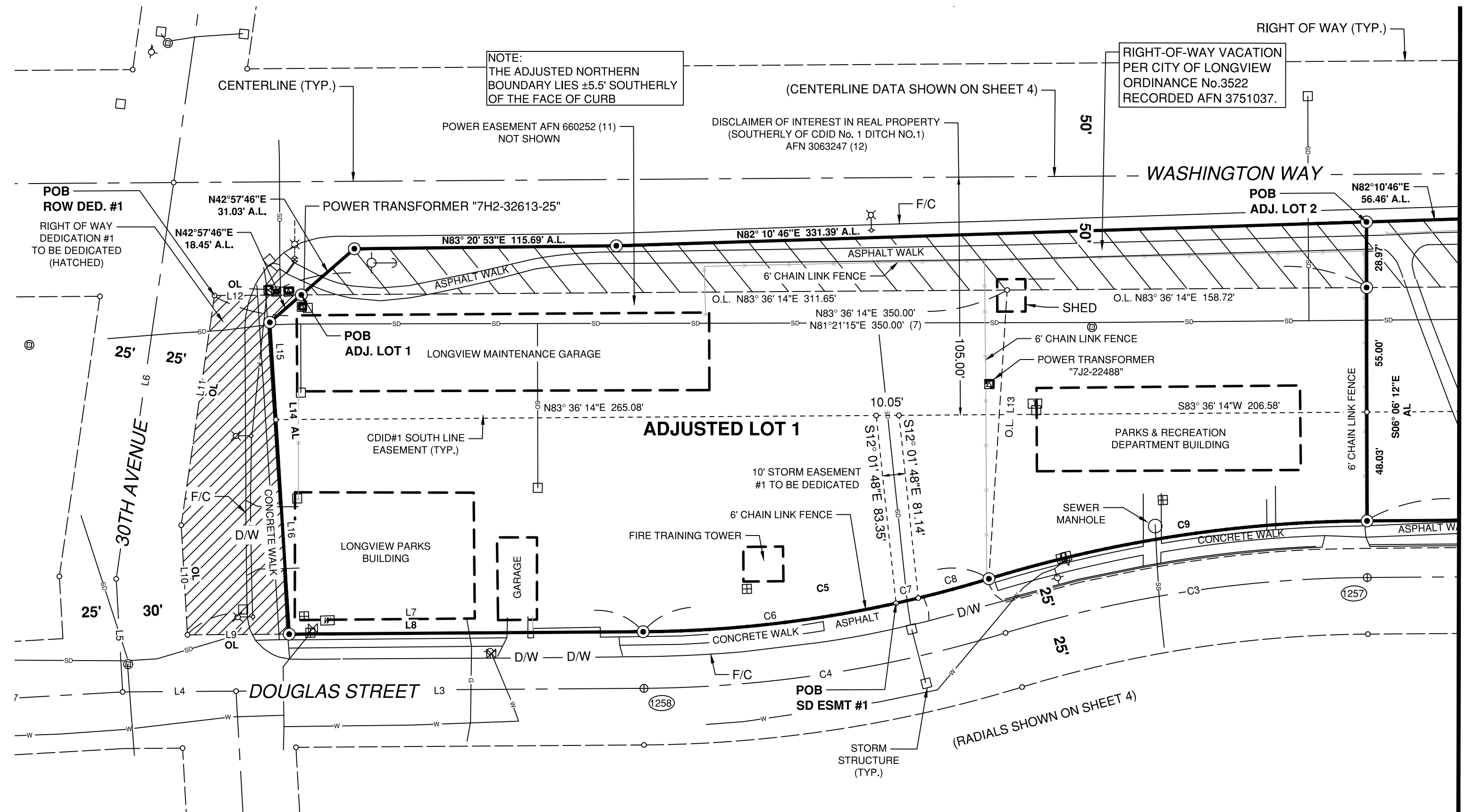
UNLESS OTHERWISE NOTED, DRAWINGS AND DISTANCES ARE IN GROUND. TO CALCULATE GRID, MULTIPLY GROUND BY THE COMBINED SCALE FACTOR: 0.99994527.



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CITY OF LONGVIEW NO. BLA 2024-6



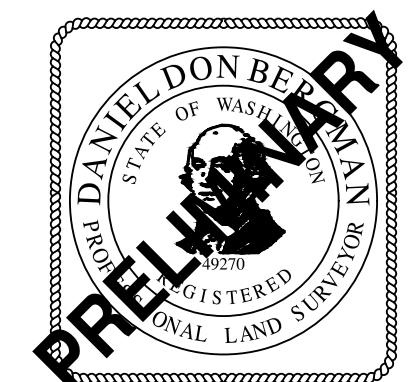
SYMBOLS & LINES

- Power Pole
- ↓ Guy Anchor
- ⊠ Power Transformer
- ⊡ Power Vault
- Telephone Riser
- ⊞ Telephone Vault
- ⊕ Storm Drain Manhole
- ⊖ Storm Drain Catch Basin
- ⊙ Sanitary Sewer Manhole
- ⊞ Water Meter
- ⊞ Water Valve
- ⊞ Fire Hydrant (3-Port)
- ⊞ Luminaries
- ⊞ Mailbox
- ⊞ Sign
- OP- Overhead Power
- P- Power, Field Locate marks
- T- Telephone, Field Locate Marks
- TV- Cable, Field Locate Marks
- G- Gas, Field Locate Marks
- SD- Storm Drain, Field Locate Marks
- SS- Sanitary Sewer, Field Locate Marks
- W- Water, Field Locate Marks

LEGEND

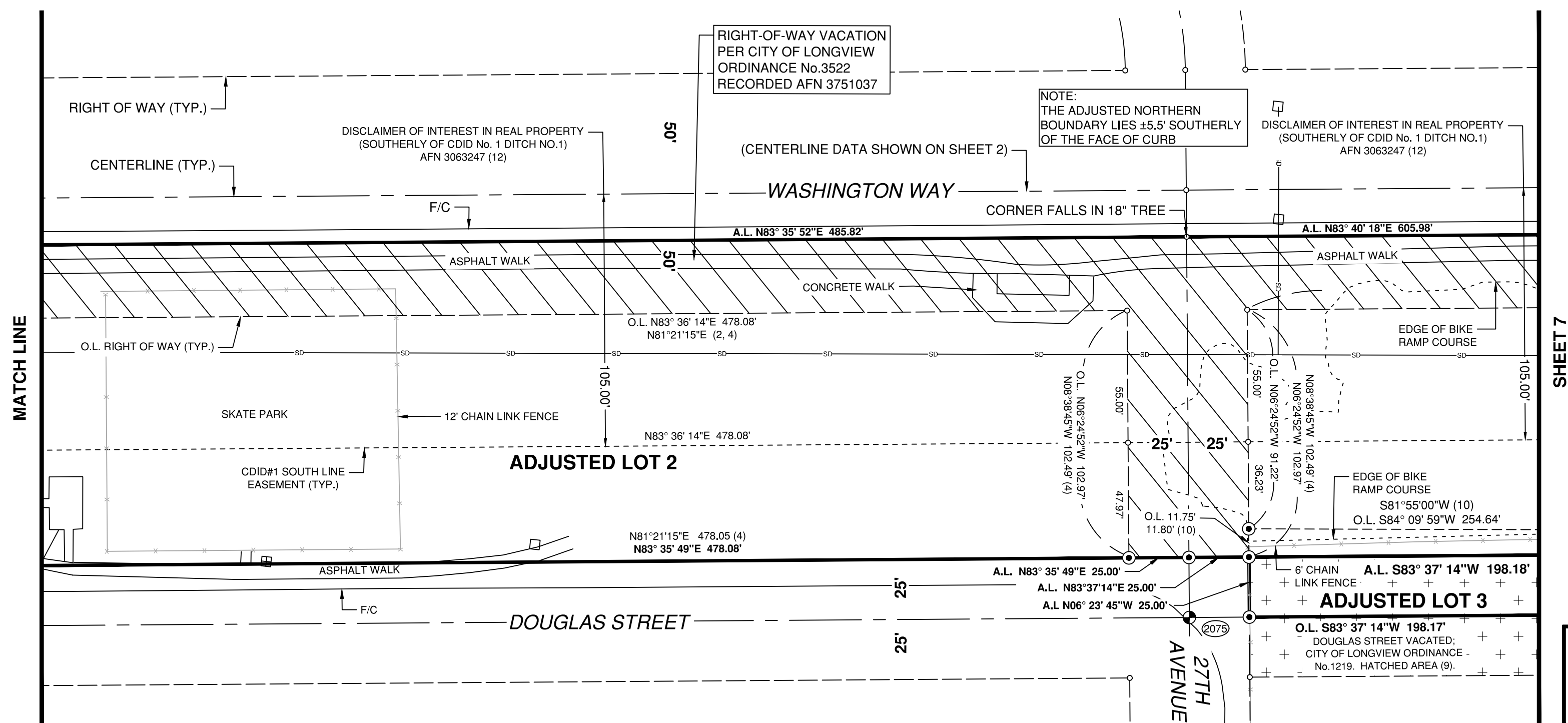
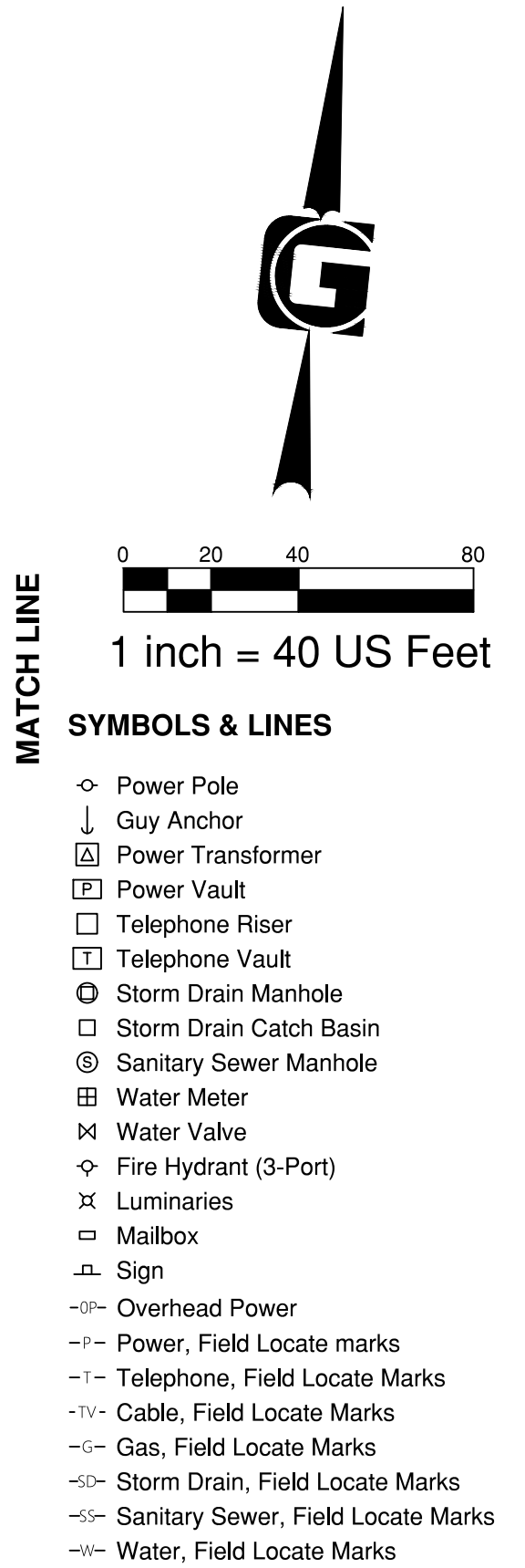
- ⊙ Set 5/8" rebar with orange plastic cap or mag nail with washer stamped (Gibbs & Olson WA 49270)
- Found rebar & cap, (As noted)
- ⊕ Found Rail Road Spike, (As noted)
- ⊙ Found Survey Monument (As noted)
- Calculation position, not found or set
- { } Deed, bearing/distance
- (n) Survey Reference, bearing/distance
- ROS Record of Survey
- AFN Auditor's File No.
- ESMT Easement
- (nn) Corner number
- Existing fence
- AL Adjusted Lot Line
- OL Original Lot Line
- D/W Driveway Access
- F/C Face of Curb
- ▨ Dedicated or Vacated Areas

LINE/CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C5	16°37'03"	534.38'	154.99'
	(16°37'03"	534.41'	155.01' S.R.#4, 7)
C6	12°04'15"	534.38'	112.58'
C7	01°04'51"	534.38'	10.08'
C8	03°28'03"	534.38'	32.34'
C9	16°37'03"	584.38'	169.49'
	(16°37'03"	584.41'	169.50' S.R.#4,7)
LINE	BEARING	DISTANCE	
L7	S83° 36' 14"W	201.21'	
	(S81°21'15"E	201.22' S.R.#4,8)	
L8	S83° 36' 14"W	156.29'	
L9	S83° 36' 14"W	44.92'	
L10	N09° 16' 01"W	48.49'	
	(N11°31'00"E	48.49' S.R. #4,7,8)	
L11	N02° 14' 59"E	102.49'	
	(N00° 00' 00"E	101.95' S.R. #4,7)	
L12	N83° 36' 14"E	38.33'	
L13	N02° 23' 14"W	127.75'	
	(N04° 39' 59"W	127.21' S.R. #7)	
L14	N09° 33' 30"W	137.94'	
L15	N09° 33' 30"W	43.05'	
L16	N09° 33' 30"W	94.90'	



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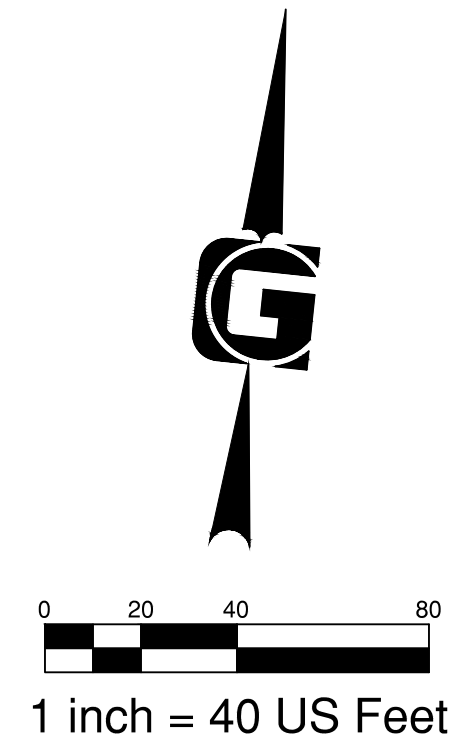
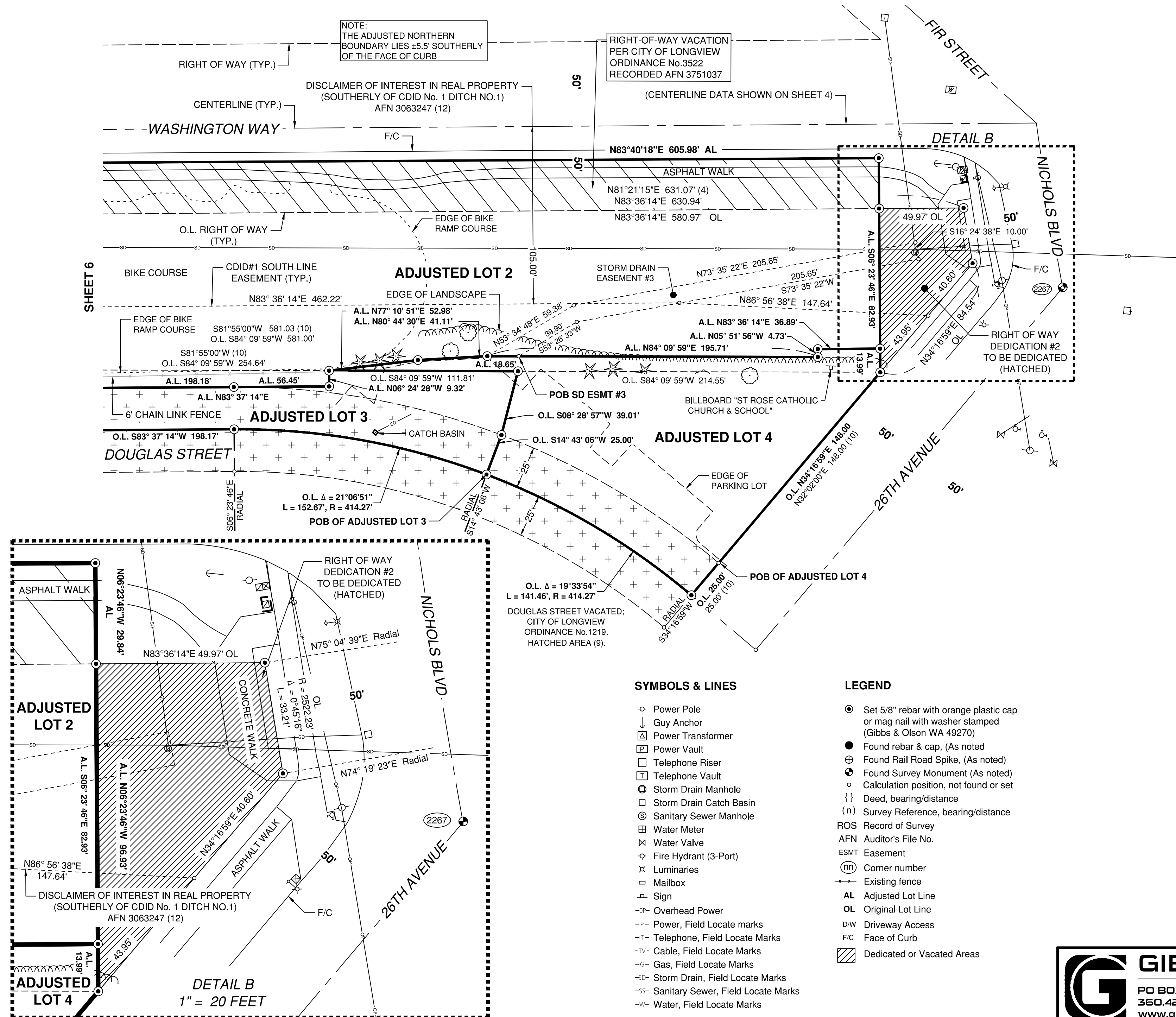
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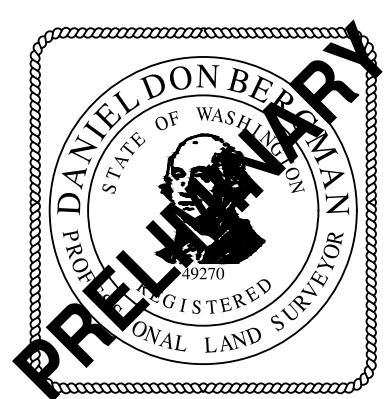


SYMBOLS & LINES

- Power Pole
- Guy Anchor
- Power Transformer
- Power Vault
- Telephone Riser
- Telephone Vault
- Storm Drain Manhole
- Storm Drain Catch Basin
- Sanitary Sewer Manhole
- Water Meter
- Water Valve
- Fire Hydrant (3-Port)
- Luminaries
- Mailbox
- Sign
- Overhead Power
- Power, Field Locate marks
- Telephone, Field Locate Marks
- Cable, Field Locate Marks
- Gas, Field Locate Marks
- Storm Drain, Field Locate Marks
- Sanitary Sewer, Field Locate Marks
- Water, Field Locate Marks

LEGEND

- Set 5/8" rebar with orange plastic cap or mag nail with washer stamped (Gibbs & Olson WA 49270)
- Found rebar & cap, (As noted)
- Found Rail Road Spike, (As noted)
- Found Survey Monument (As noted)
- Calculation position, not found or set
- Deed, bearing/distance
- (n) Survey Reference, bearing/distance
- ROS Record of Survey
- AFN Auditor's File No.
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- Corner number
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- OL Original Lot Line
- D/W Driveway Access
- F/C Face of Curb
- Dedicated or Vacated Areas



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EXHIBIT A
LEGAL DESCRIPTION
ADJUSTED LOT #2 DESCRIPTION
ADJUSTED PARCEL NUMBER 10409
CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON

ADJUSTED LOT #2 OF THAT CERTAIN CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" LOCATED IN THE SOUTHEAST QUADRANT OF THE INTERSECTION OF WASHINGTON WAY AND THIRTIETH AVENUE ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON; THENCE NORTH 83°36'14" EAST, COINCIDENT WITH THE SOUTHERLY MARGIN OF WASHINGTON WAY, A DISTANCE OF 38.33 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 42°57'46" EAST, LEAVING SAID SOUTHERLY MARGIN, ON A COURSE COINCIDENT WITH THAT CERTAIN PORTION OF WASHINGTON WAY PLATTED RIGHT OF WAY, **VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 3522**, RECORDED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 3751037, A DISTANCE OF 31.03 FEET TO A POINT THAT IS 5.5 FEET SOUTHERLY OF AND PERPENDICULAR TO THE FACE OF CURB ON THE SOUTHERLY MARGIN OF THE EXISTING WASHINGTON WAY ROADWAY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 83°20'53" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 115.69 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 82°10'46" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 331.39 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", THE NORTHERN ADJUSTED COMMON CORNER OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, AND THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 82°10'46" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 56.46 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 83°36'19" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 547.95 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN **CITY OF LONGVIEW ORDINANCE NUMBER 3542, VACATING PORTIONS OF THE WASHINGTON WAY AND 28TH AVENUE RIGHT OF WAY**, RECORDED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 3757449, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 83°30'17" EAST, COINCIDENT WITH THE NORTHERN MARGIN OF SAID **VACATION ORDINANCE NUMBER 3542**, A DISTANCE OF 84.43 FEET TO THE NORTHWEST CORNER OF THE EASTERLY PORTION OF SAID **VACATION ORDINANCE NUMBER 3522**, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE NORTH 83°35'52" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 485.82 FEET TO AN INTERSECTION WITH THE CENTERLINE OF THE PLATTED RIGHT OF WAY OF 27TH AVENUE;
 THENCE NORTH 83°40'18" EAST, ON A COURSE 5.5 FEET SOUTHERLY OF AND PARALLEL WITH SAID FACE OF CURB, A DISTANCE OF 605.98 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 06°23'46" EAST, A DISTANCE OF 29.84 FEET TO THE NORTHWEST CORNER OF **RIGHT OF WAY DEDICATION #2** ON SAID BOUNDARY LINE ADJUSTMENT SURVEY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE CONTINUING SOUTH 06°23'46" EAST, COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID **RIGHT OF WAY DEDICATION #2** ON SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 82.93 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 83°36'14" WEST, A DISTANCE OF 36.89 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 05°51'56" EAST, A DISTANCE OF 4.73 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 84°09'59" WEST, A DISTANCE OF 195.71 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 80°44'30" WEST, A DISTANCE OF 41.11 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 77°10'51" WEST, A DISTANCE OF 52.98 FEET TO A POINT ON THE NORTHERLY MARGIN OF THE AGREED COMMON LINE DESCRIBED UNDER COWLITZ COUNTY AUDITORS FILE NUMBER (AFN) 598105 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 06°24'28" EAST, A DISTANCE OF 9.32 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 83°37'14" WEST, A DISTANCE OF 56.45 FEET TO THE NORTHERLY MARGIN OF DOUGLAS STREET, VACATED PER **CITY OF LONGVIEW ORDINANCE NUMBER 1219** AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE CONTINUING SOUTH 83°37'14" WEST, A DISTANCE OF 198.18 FEET TO THE EASTERLY MARGIN OF 27TH AVENUE, VACATED PER SAID **CITY OF LONGVIEW ORDINANCE NUMBER 3522**, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 83°37'14" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SAID 27TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 83°35'49" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 25.00 FEET TO AN INTERSECTION OF SAID NORTHERLY MARGIN OF

DOUGLAS STREET AND THE WESTERLY MARGIN OF SAID VACATED 27TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE CONTINUING SOUTH 83°35'49" WEST, COINCIDENT WITH THE SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 478.08 FEET TO THE EASTERLY MARGIN OF 28TH AVENUE, VACATED PER SAID **CITY OF LONGVIEW ORDINANCE NUMBER 3542**, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 83°35'49" WEST, COINCIDENT WITH THE COMMON SOUTHERLY MARGIN OF **VACATION ORDINANCE NUMBER 3542** AND NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 24.99 FEET;
 THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH THE COMMON SOUTHERLY MARGIN OF **VACATION ORDINANCE NUMBER 3542** AND NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 25.00 FEET TO AN INTERSECTION OF SAID NORTHERLY MARGIN OF DOUGLAS STREET AND THE WESTERLY MARGIN OF SAID VACATED 28TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE SOUTH 83°36'14" WEST, COINCIDENT WITH SAID NORTHERLY MARGIN OF DOUGLAS STREET, A DISTANCE OF 622.29 FEET TO THE SOUTHERN COMMON CORNER OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE NORTH 06°06'12" WEST, COINCIDENT WITH THE ADJUSTED COMMON LINE OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 103.03 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED PORTION OF THE WASHINGTON WAY RIGHT OF WAY AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
 THENCE CONTINUING NORTH 06°06'12" WEST, COINCIDENT WITH THE SAID ADJUSTED COMMON LINE OF ADJUSTED LOTS 1 AND 2 OF SAID BOUNDARY LINE ADJUSTMENT SURVEY, A DISTANCE OF 28.97 FEET **POINT OF BEGINNING**

CONTAINING 232,264 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY



**ADJUSTED LOT 2; CITY OF LONGVIEW,
COWLITZ COUNTY, WASHINGTON**

RIGHT-OF-WAY VACATION
PER CITY OF LONGVIEW
ORDINANCE No.3522
RECORDED AFN 3751037

— RIGHT-OF-WAY VACATION
PER CITY OF LONGVIEW
ORDINANCE No.3522
RECORDED AFN 3751037

RIGHT OF WAY —
DEDICATION # 2
TO BE DEDICATED
(HATCHED)

ADJUSTED LOT 2; PARCEL 10409

-DOUGLAS - -STREET

RIGHT-OF-WAY VACATION
PER CITY OF LONGVIEW
ORDINANCE No.3542
RECORDED AFN 3757449

LEGEND

- ⊙ Monument in Case
 - ⊕ Centerline Monument
 - ⦿ 5/8" Rebar with orange plastic survey cap
(Gibbs & Olson WA 49270)
 - Calculated point, not set
- A.L. Adjusted line



GIBBS & OLSON

PO BOX 400, LONGVIEW, WA 98632
360.425.0991 Tel
www.gibbs-olson.com

LINE	BEARING	DIST	
L21	N82°10'46"E	56.46'	A.L.
L22	N83°36'19"E	547.95'	A.L.
L23	N83°30'17"E	84.43'	A.L.
L24	N83°35'52"E	485.82'	A.L.
L25	S06°23'46"E	29.84'	A.L.
L26	S06°23'46"E	82.93'	A.L.
L27	S83°36'14"W	36.89'	A.L.
L28	S05°51'56"E	4.73'	A.L.
L29	S80°44'30"W	41.11'	A.L.
L30	S77°10'51"W	52.98'	A.L.
L31	S06°24'28"E	9.32'	A.L.
L32	S83°37'14"W	56.45'	A.L.
L33	S83°37'14"W	198.18'	A.L.
L34	N06°23'45"E	11.75'	
L35	S83°37'14"W	25.00'	A.L.
L36	S83°35'49"W	25.00'	A.L.
L37	S83°35'49"W	478.08'	A.L.
L38	S83°35'49"W	24.99'	A.L.
L39	S83°36'14"W	25.00'	A.L.
L40	S83°36'14"W	622.29'	A.L.
L41	N06°06'12"W	103.03'	A.L.
L42	N06°06'12"W	28.97'	A.L.

Digitally signed by Daniel D Bergman
DN: cn=Daniel D Bergman,
#A01410C03000817659737D4D3000F22
C=Washington, C=US
Date: 2024.11.13 13:38:38 -0800



EXHIBIT A
LEGAL DESCRIPTION
ADJUSTED LOT #3 DESCRIPTION
ADJUSTED PARCEL NUMBER 10410
CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON

ADJUSTED LOT #3 OF THAT CERTAIN CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN ON THE PLAT OF ST. HELENS No. 3, UNDER VOLUME 6 OF PLATS, PAGE 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;

THENCE SOUTH 34°16'59" WEST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 25.00 FEET TO THE CENTER OF DOUGLAS STREET, VACATED PER **CITY OF LONGVIEW**

ORDINANCE NUMBER 1219, A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING IN OF SOUTH 34°16'59" WEST, HAVING A RADIUS OF 414.27 FEET, THROUGH A CENTRAL ANGLE OF 19° 33'54", AN ARC DISTANCE OF 141.46 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270" TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CURVE TO THE LEFT, FROM A POINT WITH A RADIAL BEARING IN OF SOUTH 14°43'06" WEST, HAVING A RADIUS OF 414.27 FEET, THROUGH A CENTRAL ANGLE OF 21° 06'51", AN ARC DISTANCE OF 152.67 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 83°37'14" WEST, COINCIDENT WITH SAID CENTER OF SAID VACATED DOUGLAS STREET, A DISTANCE OF 198.17 FEET TO THE EASTERLY MARGIN OF 27TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 06°23'45" WEST, COINCIDENT WITH SAID EASTERLY MARGIN, A DISTANCE OF 25.00 FEET TO THE NORTH MARGIN OF SAID VACATED DOUGLAS STREET AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 83°37'14" EAST, COINCIDENT WITH SAID NORTHERLY MARGIN OF SAID VACATED DOUGLAS STREET, A DISTANCE OF 198.18 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

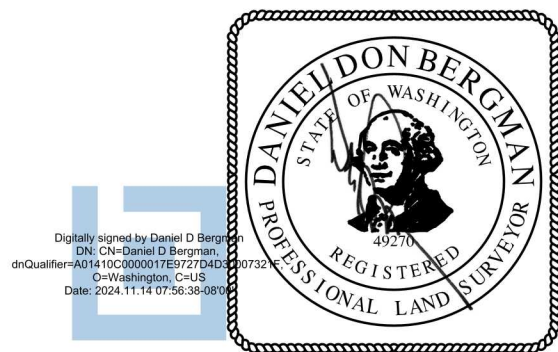
THENCE LEAVING SAID NORTHERLY MARGIN, NORTH 83°37'14" EAST, A DISTANCE OF 56.45 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 06°24'28" WEST, A DISTANCE OF 9.32 FEET TO A POINT ON THE NORTH LINE OF PARCEL 2, AS DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 84°09' 59" EAST, COINCIDENT WITH SAID NORTH LINE OF PARCEL 2, A DISTANCE OF 111.81 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 08°28'57" WEST, LEAVING SAID NORTH LINE, COINCIDENT WITH THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 39.01' FEET TO THE NORTHERLY MARGIN OF SAID VACATED DOUGLAS STREET AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 14°43'06" WEST, A DISTANCE OF 25.00 FEET, TO THE CENTERLINE OF SAID VACATED DOUGLAS STREET, A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND THE **POINT OF BEGINNING**;

CONTAINING 11,505 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

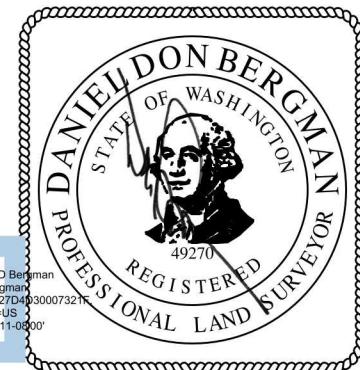


**ADJUSTED LOT 3; CITY OF LONGVIEW,
COWLITZ COUNTY, WASHINGTON**



- ⊙ Monument in Case
- ⊕ Centerline Monument
- ⦿ 5/8" Rebar with orange plastic survey cap (Gibbs & Olson WA 49270)
 - Calculated point, not set
- A.L. Adjusted line
- O.L. Original line

LINE	BEARING	DIST	
L31	N06°24'28"W	9.32'	A.L.
L32	N83°37'14"W	56.45'	A.L.
L33	N83°37'14"E	198.18'	A.L.
L34	N06°23'45"E	11.75'	
L50	N06° 23' 45"W	25.00'	O.L.
L51	S83° 37' 14"W	198.17'	O.L.
L52	S14°43'06"W	25.00'	O.L.
L53	S08°28'57"W	39.01'	O.L.
L54	N84°09'59"E	111.81'	O.L.
L55	S34°16'59"W	25.00'	O.L.



Digitally signed by Daniel D Bergman
DN: CN=Daniel D Bergman
dnQualifier=A01410C0000017E9727D4030007321
O=Washington, C=US
Date: 2024.11.14 07:56:11-0800'



GIBBS & OLSON

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360.425.0991 Tel
www.gibbs-olson.com

EXHIBIT A
LEGAL DESCRIPTION
ADJUSTED LOT #4 DESCRIPTION
ADJUSTED PARCEL NUMBER 10407
CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON

ADJUSTED LOT #4 OF THAT CERTAIN CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN ON THE PLAT OF ST. HELENS No. 3, UNDER VOLUME 6 OF PLATS, PAGE 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;
THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 148.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE NORTH 06°23'46" WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 13.99 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 83°36'14" WEST, A DISTANCE OF 36.89 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 05°51'56" EAST A DISTANCE OF 4.73 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 84°09'59" WEST COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 195.71 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 80°44'30" WEST, A DISTANCE OF 41.11 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 77°10'51" WEST, A DISTANCE OF 52.98 FEET TO A POINT ON THE NORTHERLY LINE OF THE AGREED COMMON LINE DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE NORTH 84°09'59" EAST, COINCIDENT WITH SAID NORTHERLY LINE, A DISTANCE OF 111.81 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 08°28'57" WEST, LEAVING SAID NORTH LINE, COINCIDENT WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 39.01' FEET TO THE NORTHERLY MARGIN OF DOUGLAS STREET, VACATED PER **CITY OF LONGVIEW ORDINANCE NUMBER 1219** AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";
THENCE SOUTH 14°43'06" WEST, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF SAID VACATED DOUGLAS STREET, A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING IN OF SOUTH 14°43'06" WEST, HAVING A RADIUS OF 414.27 FEET, THROUGH A CENTRAL ANGLE OF 19° 33'54", AN ARC DISTANCE OF 141.46 FEET TO THE WESTERLY MARGIN OF SAID 26TH AVENUE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**;

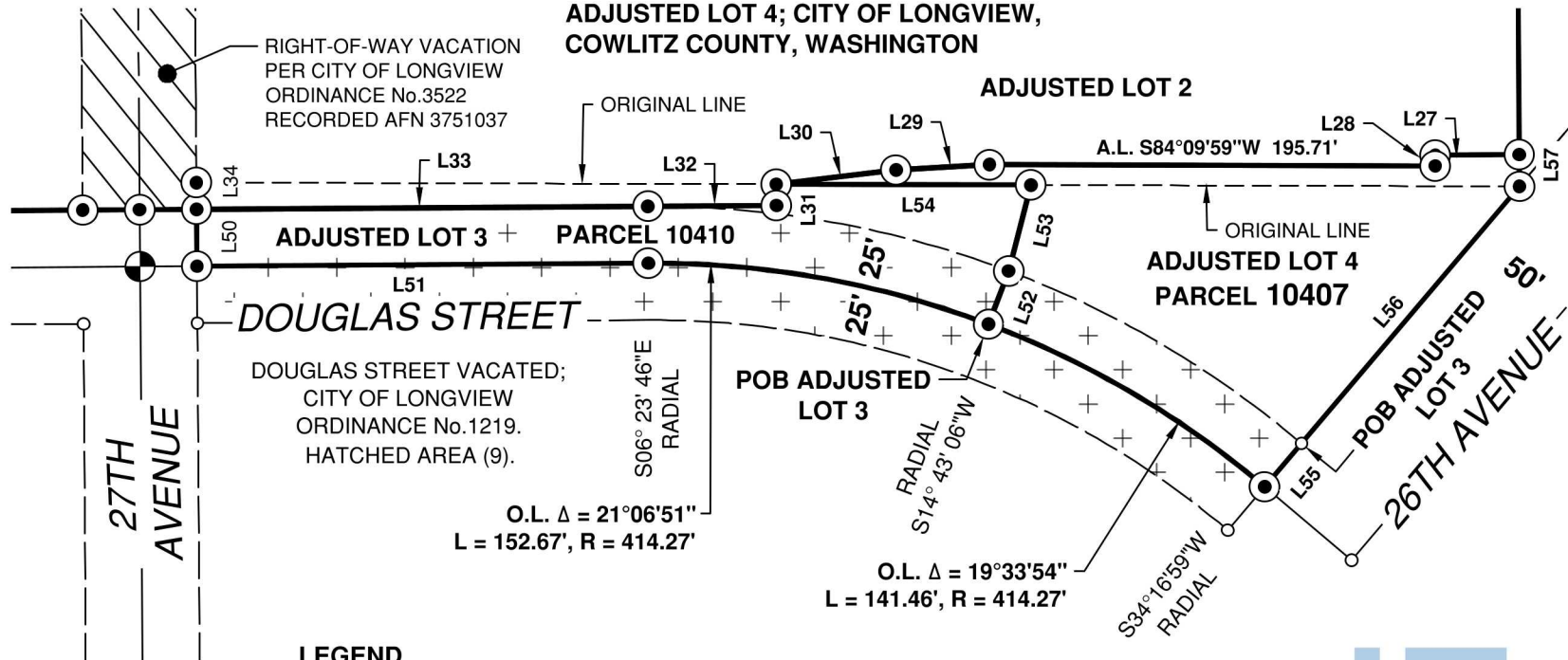
CONTAINING 20,684 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY



EXHIBIT B

ADJUSTED LOT 4; CITY OF LONGVIEW,
COWLITZ COUNTY, WASHINGTON

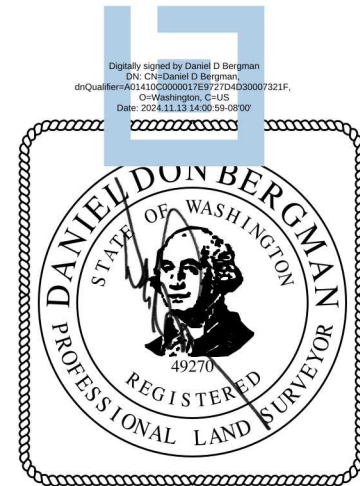


LEGEND

- ⊕ Monument in Case
- ⊕ Centerline Monument
- ⊙ 5/8" Rebar with orange plastic survey cap
(Gibbs & Olson WA 49270)
- Calculated point, not set
- A.L. Adjusted line
- O.L. Original line



LINE	BEARING	DIST	
L27	S83°36'14"W	36.89'	A.L.
L28	S05°51'56"E	4.73'	A.L.
L29	S80°44'30"W	41.11'	A.L.
L30	S77°10'51"W	52.98'	A.L.
L31	S06°24'28"E	9.32'	A.L.
L32	S83°37'14"W	56.45'	A.L.
L33	S83°37'14"W	198.18'	A.L.
L34	N06°23'45"E	11.75'	
L50	S06°23'45"E	25.00'	O.L.
L51	N83°37'14"E	198.17'	O.L.
L52	N14°43'06"E	25.00'	O.L.
L53	N08°28'57"E	39.01'	O.L.
L54	S84°09'59"W	111.81'	O.L.
L55	N34°16'59"E	25.00'	O.L.
L56	N34°16'59"E	148.00'	O.L.
L57	N06°23'46"E	13.99'	A.L.



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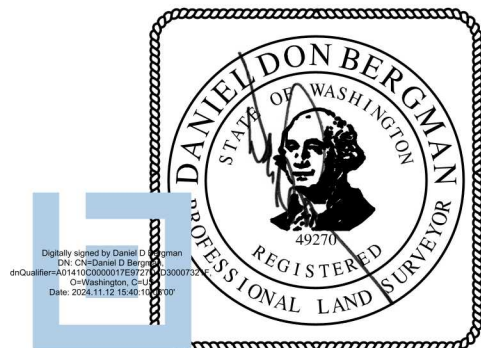
EXHIBIT A
LEGAL DESCRIPTION
STORM DRAIN EASEMENT #3 DESCRIPTION
PARCEL NUMBER 10409
CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON

THAT CERTAIN STORM DRAIN EASEMENT DESCRIBED AND DEPICTED AS **STORM DRAIN EASEMENT #3** ON THE CITY OF LONGVIEW BOUNDARY LINE ADJUSTMENT SURVEY NUMBER **BLA-2024-6**, RECORDS OF COWLITZ COUNTY WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN BY THE PLAT OF ST. HELENS No. 3, UNDER VOLUME 6 OF PLATS, PAGE 20 TO 25, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON; THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 148.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 06°23'46" WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 13.99 FEET, TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 83°36'14" WEST, A DISTANCE OF 36.89 FEET, TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 05°51'56" EAST A DISTANCE OF 4.73 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE SOUTH 84°09'59" WEST, A DISTANCE OF 177.06 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 84°09'59" WEST, A DISTANCE OF 18.65 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270"; THENCE NORTH 53°34' 48" EAST, A DISTANCE OF 59.38 FEET; THENCE NORTH 73°35'22" EAST A DISTANCE OF 205.65 FEET TO AN EXISTING STORM DRAIN MANHOLE INSIDE RIGHT OF WAY DEDICATION No. 2, AS SHOWN ON SAID BOUNDARY LINE ADJUSTMENT SURVEY; THENCE SOUTH 16°24'38" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 73°35'22" WEST, A DISTANCE OF 205.65 FEET; THENCE SOUTH 53°26'33" WEST A DISTANCE OF 39.90 FEET TO **THE POINT OF BEGINNING**

CONTAINING 2,526 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY



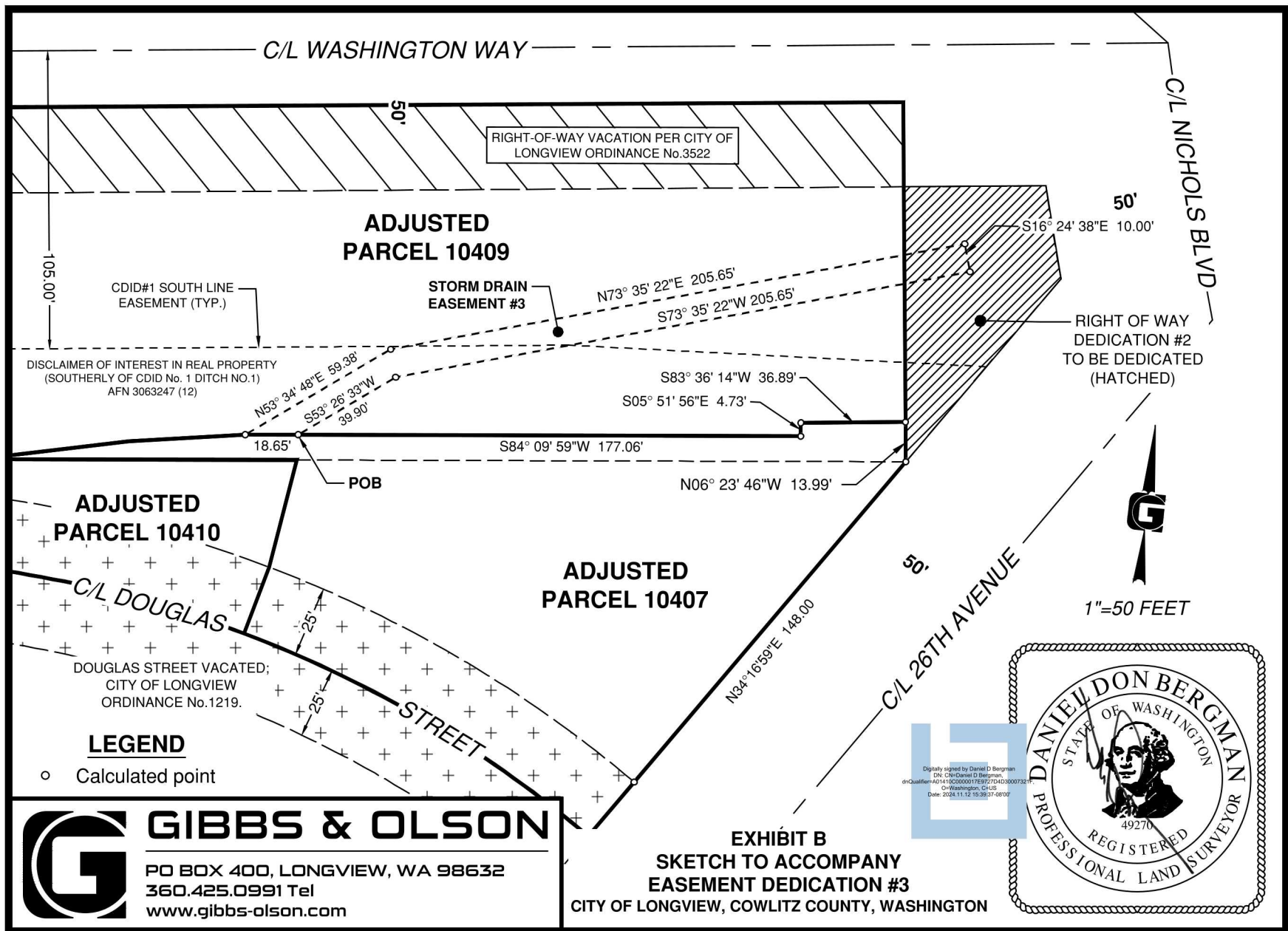


EXHIBIT A
LEGAL DESCRIPTION
PORTION OF PARCEL NUMBER 10409
ADJUSTED TO PARCEL NUMBER 10407
CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, CONVEYED TO THE CITY OF LONGVIEW IN THAT CERTAIN WARRANTY DEED, UNDER VOLUME 620, PAGE 667, BEING COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 492676, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;

COMMENCING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN ON SAID PLAT OF ST. HELENS ADDITION TO LONGVIEW, No. 3;

THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 148.00 FEET TO THE INTERSECTION WITH THE AGREED COMMON LINE DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105 A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270", AND THE **POINT OF BEGINNING**;

THENCE NORTH 06°23'46" WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 13.99 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 83°36'14" WEST, A DISTANCE OF 36.89 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 05°51'56" EAST A DISTANCE OF 4.73 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 84°09'59" WEST, A DISTANCE OF 195.71 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 80°44'30" WEST, A DISTANCE OF 41.11 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 77°10'51" WEST, A DISTANCE OF 52.98 FEET TO SAID AGREED COMMON LINE AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 84°09'59" EAST, COINCIDENT WITH SAID AGREED COMMON LINE, A DISTANCE OF 326.37 FEET TO **THE POINT OF BEGINNING**;

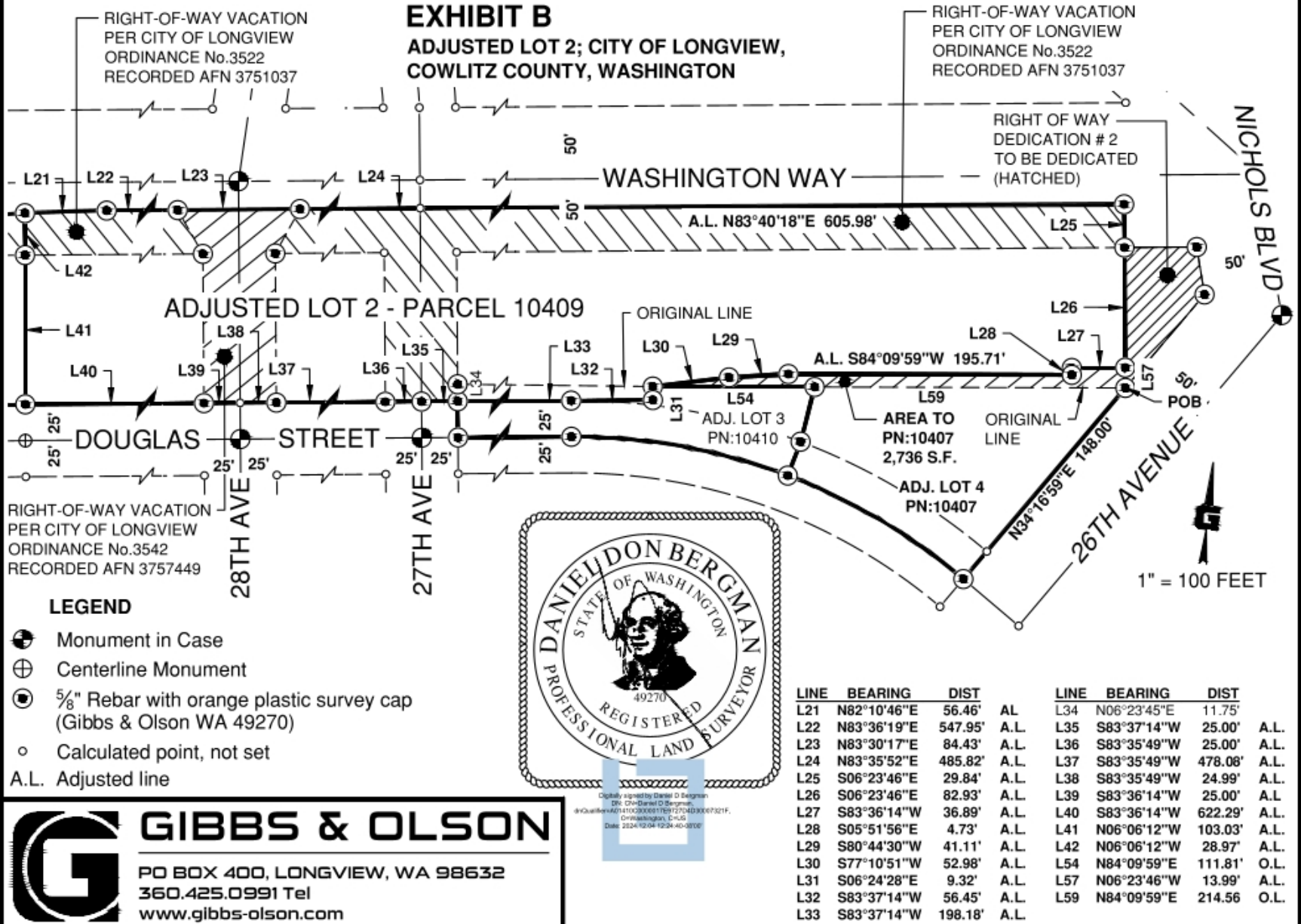
CONTAINING 2, 736 SQUARE FEET, MORE OR LESS

SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

Digitally signed by Daniel D Bergman
 DN: CN=Daniel D Bergman,
 dnQualifier=A01410C0000017E972704D30007321F,
 O=Washington, C=US
 Date: 2024.12.04 12:25:06 -0800



EXHIBIT B **ADJUSTED LOT 2; CITY OF LONGVIEW,** **COWLITZ COUNTY, WASHINGTON**



GIBBS & OLSON
 PO BOX 400, LONGVIEW, WA 98632
 360.425.0991 Tel
 www.gibbs-olson.com

EXHIBIT A
LEGAL DESCRIPTION
PORTION OF PARCEL NUMBER 10410
ADJUSTED TO PARCEL NUMBER 10409
CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN LOT DEPICTED AS "DRAINAGE DITCH NO. 1" ON THE PLAT OF ST HELENS ADDITION TO LONGVIEW, NO. 3, RECORDED MAY 8, 1925, UNDER VOLUME 6 OF PLATS, PAGES 20 TO 25, CONVEYED TO THE CORPORATION OF THE CATHOLIC BISHOP OF SEATTLE, UNDER VOLUME 490, PAGE 302, COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 354658, ALSO LYING SOUTHERLY OF THE AGREED COMMON LINE DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105, RECORDS OF THE COWLITZ COUNTY AUDITOR, COWLITZ COUNTY, WASHINGTON;

COMMENCING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 26TH AVENUE WITH THE NORTHERLY MARGIN OF DOUGLAS STREET AS SHOWN ON SAID PLAT OF ST. HELENS ADDITION TO LONGVIEW, No. 3;

THENCE NORTH 34°16'59" EAST, COINCIDENT WITH SAID WESTERLY MARGIN, A DISTANCE OF 148.00 FEET TO THE INTERSECTION WITH THE AGREED COMMON LINE DESCRIBED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 598105 AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 84°09'59" WEST, COINCIDENT WITH SAID AGREED COMMON LINE, A DISTANCE OF 326.37 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270" AND **THE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 84°09'59" WEST, COINCIDENT WITH SAID AGREED COMMON LINE, A DISTANCE OF 254.64 FEET TO THE EASTERLY MARGIN OF 27TH AVENUE, VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 3522 AND RECORDED UNDER COWLITZ COUNTY AUDITOR'S FILE NUMBER (AFN) 3751037, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE SOUTH 06°25'00" EAST, COINCIDENT WITH SAID EASTERLY MARGIN, A DISTANCE OF 11.75 FEET TO THE NORTHERLY MARGIN OF DOUGLAS STREET, VACATED PER CITY OF LONGVIEW ORDINANCE NUMBER 1219, AND A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 83°37'14" EAST, COINCIDENT WITH SAID NORTHERLY MARGIN OF SAID VACATED DOUGLAS STREET, A DISTANCE OF 198.18 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 83°37'14" EAST, LEAVING SAID NORTHERLY MARGIN, A DISTANCE OF 56.45 FEET TO A 5/8" REBAR AND ORANGE PLASTIC CAP STAMPED, "GIBBS & OLSON WA 49270";

THENCE NORTH 06°24'28" WEST, A DISTANCE OF 9.32 FEET TO **THE POINT OF BEGINNING**

CONTAINING 2,683 SQUARE FEET, MORE OR LESS

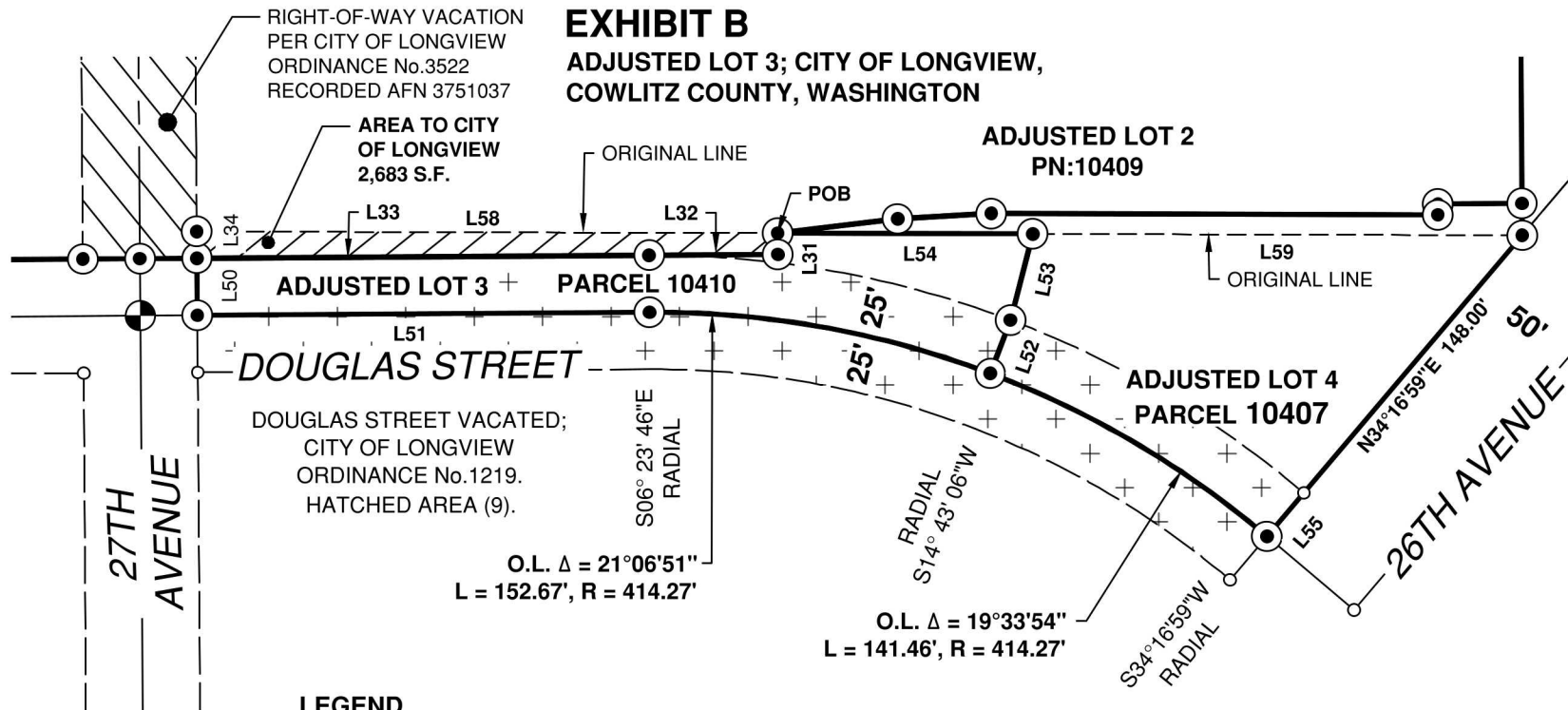
SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD INCLUDING THOSE SHOWN ON THE FACE OF ANY RECORDED PLAT OR SURVEY

Digitally signed by Daniel D Bergman
 DN: CN=Daniel D Bergman,
 dnQualifier=A01410C0000017E9727D4D30007824F
 O=Washington, C=US
 Date: 2024.12.04 12:24:09-08'00'



EXHIBIT B

ADJUSTED LOT 3; CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON



LEGEND

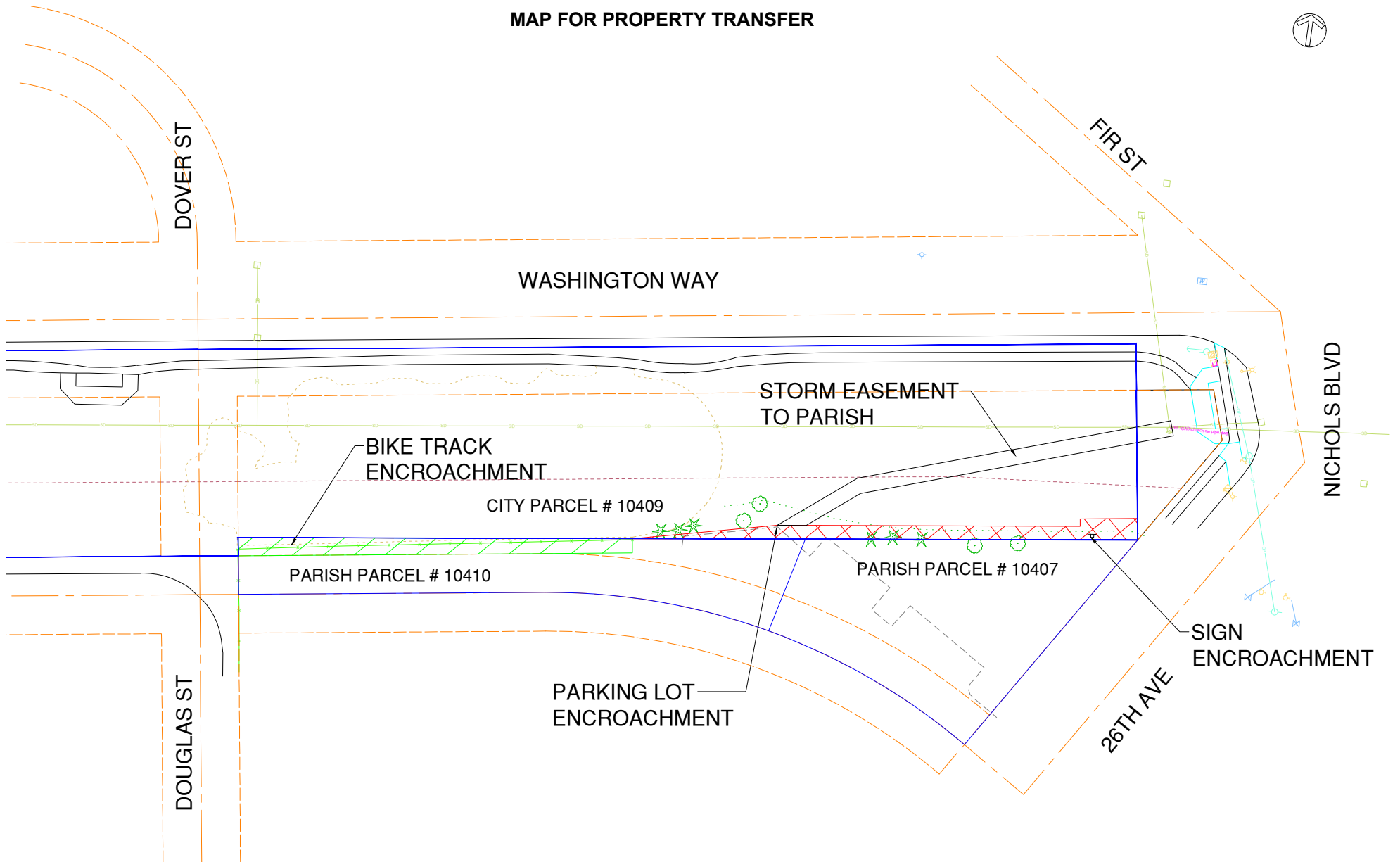
- ⊕ Monument in Case
- ⊕ Centerline Monument
- ⊙ 5/8" Rebar with orange plastic survey cap
(Gibbs & Olson WA 49270)
- Calculated point, not set
- A.L. Adjusted line
- O.L. Original line



LINE	BEARING	DIST	
L31	N06°24'28"W	9.32'	A.L.
L32	N83°37'14"E	56.45'	A.L.
L33	N83°37'14"E	198.18'	A.L.
L34	S06°25'00"E	11.75'	O.L.
L50	N06° 23' 45"W	25.00'	O.L.
L51	S83° 37' 14"W	198.17'	O.L.
L52	S14°43'06"W	25.00'	O.L.
L53	S08°28'57"W	39.01'	O.L.
L54	N84°09'59"E	111.81'	O.L.
L55	S34°16'59"W	25.00'	O.L.
L58	S84°09'59"W	254.64'	O.L.
L59	N84°09'59"E	214.56'	O.L.



MAP FOR PROPERTY TRANSFER



- ORIGINAL LOT LINE
- PROPERTY TRANSFERRED TO CITY 2,683 SF
- PROPERTY TRANSFERRED TO PARISH 2,736 SF



City of Longview

Agenda Summary

RESOLUTION NO. 2535 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTH PACIFIC PAPER COMPANY, LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2535

DATE: January 9, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

North Pacific Paper Company, LLC has requested a contracted arrangement for fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District. This is a 10-year agreement to support economic vitality of North Pacific Paper Company, LLC while enhancing community safety. The agreement payment is due annually in January.

FINANCIAL SUMMARY:

The payment to City of Longview for 2025 will be \$78,083.01

STAFF CONTACT:

Fire Chief, Brad Hannig

Attachments:

1. Norpac Resolution #2535
2. NORPAC - Agreement for Fire and Emergency Services -2024-2033 - 2 sigs - 12-31-24

RESOLUTION NO. 2535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTH PACIFIC PAPER COMPANY, LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

WHEREAS, The City of Longview recognizes the importance of ensuring fire and rescue protection for all properties within its jurisdiction and neighboring areas; and

WHEREAS, North Pacific Paper Company, LLC owns property outside of the City of Longview requiring reliable fire and rescue services to safeguard life, property, and operations; and

WHEREAS, The City of Longview and Cowlitz 2 Fire & Rescue District have established expertise and resources to provide high-quality fire and rescue services; and

WHEREAS, North Pacific Paper Company, LLC has requested a contracted arrangement to secure fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District; and

WHEREAS, It is in the best interest of the City of Longview to formalize a 10-year agreement to support the economic vitality of North Pacific Paper Company, LLC while enhancing community safety;

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

Section 1. The City Manager is hereby directed and authorized to the enter into this agreement with North Pacific Paper Company, LLC and Cowlitz 2 Fire & Rescue District to provide fire and rescue protection to the North Pacific Paper Company, LLC property.

Section 2. The agreement outlines the terms and conditions under which the City of Longview and Cowlitz 2 Fire & Rescue District will deliver services, including but not limited to, responsibilities, funding arrangements, service standards, and the 10-year term of the agreement.

Section 3. The City Manager is further authorized to take all necessary steps to implement this agreement, in coordination with the Cowlitz 2 Fire & Rescue District and North Pacific Paper Company, LLC.

Section 4. The agreement is provided as ATTACHMENT A, and forming a part of this Resolution.

Section 5. This resolution shall take effect January 1st, 2025.

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 9th day of January 2024.

M A Y O R

ATTEST:

City Clerk

AGREEMENT FOR FIRE AND EMERGENCY SERVICES

Parties	North Pacific Paper Company, LLC	Cowlitz 2 Fire & Rescue	City of Longview
Address	3001 Industrial Way/PO Box 2069 Longview, WA 98632	701 Vine St Kelso, WA 98626	PO Box 128 Longview, WA 98632
Where & how organized	Delaware Limited Liability Company	Washington Municipal Corporation	Washington Municipal Corporation
Contact Information	Name: Nick Karavolos Telephone: (360) 636-6363 Email: nick.karavolos@norpacpaper.com	Name: Scott Goldstein Telephone: (360) 578-5218 Email: scott.goldstein@c2fr.org	Name: Brad Hannig Telephone: (360) 442-5500 Email: brad.hannig@ci.longview.wa.us
Effective Date	01/01/2024	Contract No.: NP.C2FR.LFD20240101	
Expiration Date	12/31/2033		

This AGREEMENT FOR FIRE AND EMERGENCY SERVICES (the "Agreement"), effective the 1st day of January, 2024 (the "Effective Date"), is among the CITY OF LONGVIEW, a municipal corporation of the State of Washington (hereinafter called "City"), Cowlitz 2 Fire & Rescue, a municipal corporation of the State of Washington (hereinafter called the "District") and North Pacific Paper Company, LLC a Delaware limited liability company (hereinafter called "Subscriber") (each a "Party" and collectively the "Parties");

WHEREAS, the City and District maintain Fire Departments which are staffed and equipped, for service to persons and property within the City of Longview and within the jurisdictional boundaries of the District for the suppression of fires, rescue services, hazmat response, medical emergencies, and related emergencies services (collectively, "Emergency Services"); and

WHEREAS, Subscriber is located outside the limits of the City and District and desires to arrange for Emergency Services in the event of fires, hazardous materials response assistance, confined space rescue assistance, emergency medical treatment and transportation and other related emergencies or services; and

WHEREAS, the City and District are willing to provide such assistance to Subscriber, prioritizing the needs of the City, the District, and the Subscriber, on the terms set forth below; and

WHEREAS, the Parties are currently parties to the Agreement for Fire and Emergency Services (Weyerhaeuser NR Company), dated January 1, 2014, originally among the City, the District, and Weyerhaeuser NR Company, as amended by the: (a) Wrap Around Agreement among the Parties, dated as of the closing of the Asset Purchase Agreement, dated June 15, 2016, between Nippon Paper Industries Co., Ltd and Weyerhaeuser NR Company; and (b) Addendum to Agreement for Fire and Emergency Services executed by Subscriber February 19, 2024 (collectively, and as amended, the "2016 Agreement").

NOW, THEREFORE, the Parties hereby promise and agree as follows:

A. TERMINATION OF 2016 AGREEMENT; CITY and DISTRICT EMERGENCY SERVICES

As of the Effective Date, the 2016 Agreement is terminated and is replaced by this Agreement. Commencing on the Effective Date, the City and District shall provide for the protection of all Subscriber's property and personnel located at 3001 Industrial Way, Longview, Washington ("Subscriber's Premises"), with any and all Emergency Services that can be furnished by the City and/or District and/or as a result of Mutual Aid and/or Interlocal Agreements between the City and/or District and other governmental agencies maintaining and operating fire and other emergency services (collectively, "Third Party Agreements"). However, the City, District and governmental agencies that are

parties to a Third Party Agreement (collectively, the "Third Party Government Agencies") shall have first claim upon their equipment and personnel to meet the needs that occur within the City and District's respective jurisdictions.

B. REQUESTS FOR EMERGENCY RESPONSE AND ASSISTANCE

All requests for Emergency Services shall be directed to the Cowlitz County 9-1-1 Center.

C. PAYMENT FOR SERVICES

Subscriber shall pay the annual fee (the "Annual Fee") for Emergency Services rendered for a calendar year during January each year, provided that the Annual Fee for 2024 will be paid within thirty (30) days after this Agreement is fully executed. The Annual Fee shall be an annual sum provided in **Attachment A**. One half of each fee payment shall be paid directly to each of the City and the District. The Annual Fee shall cover all Emergency Services and other obligations of City and the District under this Agreement, except as set forth in Section D.

D. ADDITIONAL PAYMENT FOR SERVICES

If Emergency Services in excess of those available directly from the City and District are required to respond to Subscriber's request, the City or District officer in charge of the response shall (1) immediately notify Subscriber that the City and District are unable to respond and that requests will be made pursuant to Third Party Agreements; and (2) make a prompt call for assistance pursuant to Third Party Agreements to either respond to the emergency needs of Subscriber or to respond to other emergencies within the City and/or District while City and District resources are committed to Subscriber's request.

City and District Incident Commanders will promptly call for additional resources to provide requested Emergency Services based upon incident specific demands and needs. The request for additional resources can be influenced by weather/atmospheric factors, operational work period demands, incident complexity, and resource availability.

Additional assistance may come from internal City and District surge/recall capacity and/or Third Party Agreements.

If additional assistance pursuant to a Third Party Agreement is required to respond to Subscriber's request, the responding jurisdiction(s) shall be compensated as set forth in Section D.1.

1. Charges for Additional Assistance

Charges for additional assistance as described above shall be for each vehicle, apparatus or piece of equipment and personnel that the assisting agency commits to Subscriber's request for assistance and/or response to the City and District during which time City and District resources are committed to Subscriber's request for assistance, and shall be made in accordance with the current Washington Fire Chiefs (WFC) recommended "Washington-Oregon Interagency Rate Schedule". Charges will be calculated from the time that a vehicle, apparatus or equipment from another agency leaves its station and until it is returned to the station and is prepared to respond to other calls for emergency services, calculated to the nearest one-half (1/2) hour; provided however, that if such vehicle, apparatus or equipment cannot be reasonably prepared for a response to other calls due to damage to the vehicle, apparatus or equipment, the hourly charge shall not extend beyond one (1) hour following the time that such vehicle, apparatus or equipment would have returned to its station except for the such damage.

2. Charges for Supplies and Equipment Consumed or Destroyed

For supplies and equipment that are consumed or destroyed, Subscriber shall pay to the City and/or District or the applicable Third-Party Government Agency, the replacement or replenishment cost; provided, however, that Subscriber shall have no responsibility for supplies and equipment that are negligently consumed or destroyed by the City and District or other Third Party Government Agency.

For vehicles and /or apparatus that are destroyed beyond reasonable repair, Subscriber shall pay to the City and District or the applicable Third Party Government Agency the current fair market value less any insurance proceeds received by the City or District or such Third Party Government Agency; provided,

however, that Subscriber shall have no responsibility for vehicles and/or apparatus that are negligently consumed or destroyed by the City or District or the Third Party Government Agency.

For all vehicles, equipment and apparatus that are damaged but are reasonably repairable, Subscriber shall pay to the City or District or the applicable Third Party Government Agency the actual cost of repair, less any insurance proceeds received by the City or District or the Third Party Government Agency; provided, however, that Subscriber shall have no responsibility for vehicles, equipment and apparatus that are negligently damaged by the City or District or the Third Party Government Agencies; and provided further that Subscriber shall have no responsibility to pay for repairs or return the vehicles, equipment or apparatus that are damaged to "like new" condition or in excess of their fair market value.

E. TRAINING AND FAMILIARIZATION

Subscriber shall provide opportunities for City and the District to conduct emergency response training to personnel of the City and District relating to techniques and hazards appropriate to Subscriber's Premises. Training may consist of regular site visits for hazard identification, hazard location, water supply, and on-site capabilities by City and District personnel; and training exercises, to be determined mutually by Subscriber and the City and District. All costs and expenses incurred by the City and/or the District related to training including, without limitation, compensation for employees and provision of supplies consumed during training, are part of the Annual Fee and shall be borne by the City and District. The City and District shall ensure that all City and District personnel that respond to or train at the Subscriber site have attended any requisite safety training that may be required by Subscriber.

F. TERM OF AGREEMENT

This Agreement shall be for an initial term of ten (10) years, commencing effective January 1, 2024 through December 31, 2033, subject to termination by any Party at its sole discretion without penalty upon one hundred eighty (180) days' written notice to the other Parties. In the event of such termination, any unearned Annual Fee shall be prorated and returned to Subscriber.

Unless earlier terminated, this Agreement shall automatically renew for successive one-year terms on each January 1st, beginning January 1, 2034, until (a) a Party terminates this Agreement in accordance with this Section F or Section G, or (b) all Parties execute a new agreement that replaces this Agreement. For each additional year beyond 2033, the annual fee increases 3% above the prior year fee.

G. FUTURE CHANGES AND CONDITIONS

If the following conditions arise: 1) major changes in the Emergency Services are requested by Subscriber or there are new circumstances, requirements, or regulations affecting the City or District's ability to respond, including but not limited to, new hazardous materials standards, new regulatory requirements, new partners, implementation of state funded hazardous materials response regions, and 2) the changes, circumstances, requirements or regulations would result in a significant change in cost of service that is not provided for in the cost adjustments described elsewhere in this Agreement, then any Party may terminate this Agreement with ninety (90) days prior written notice to the other Parties.

H. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the City and District shall be independent contractors of Subscriber and that Subscriber shall be neither liable nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment to any employee of the City or District. Industrial or any other insurance that is purchased for the benefit of Subscriber, regardless of whether such may provide a secondary or incidental benefit to the City or District, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the City and/or District may or will be performing services during the term of this Agreement for third parties.

I. LIABILITY

The City and District make no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency dispatch. The duty of the City and District to provide Emergency Services under the provisions of this Agreement is the same as its duty owed to the public generally and by entering into this Agreement, the City and District do not incur a special duty to Subscriber, its employees, agents or visitors.

J. NOTICES

All notices required or permitted under this Agreement shall be delivered and copied to all Parties as follows:

1. If to North Pacific Paper Company to:
Attn: Vice President, Supply Chain & Distribution
3001 Industrial Way
Longview, WA 98632
2. If to the City:
City Manager
City of Longview
City Hall
P. O. Box 128
Longview, WA 98632
3. If to the District:
Fire Chief
Cowlitz 2 Fire & Rescue
701 Vine Street
Kelso, WA 98626

K. Communication Regarding Confined Space Entry Hazards

Subscriber shall: (1) provide a copy of its Confined Space Entry Master List (or its equivalent), as the same is updated from time to time, to the City and District; and (2) notify the City or District officer of the number of entrants within a permit-required confined space and any change(s) in the physical conditions within a permit-required confined space at the time emergency assistance and response services are requested.

L. GENERAL PARAGRAPHS

1. Indemnification and Hold Harmless

Subscriber shall protect, defend, indemnify, and save harmless the City and District, its officers, employees, and agents from any and all costs (including reasonable attorneys' fees), claims, judgments, losses and damages arising out of or in any way resulting from the negligent acts or omission of Subscriber. Subscriber agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose Subscriber, by mutual negotiation, hereby waives, as respects the City and District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

2. Insurance; Risk of Loss

The Parties shall (a) maintain insurance that is set forth in Attachment B, and workers' compensation coverage as required by law and (b) provide the other Parties with certificates of insurance and other supporting materials as a Party requests to evidence a Party's continuing compliance with this Section L(2). The Parties shall require subcontractors to provide coverage which complies with the requirements stated herein.

3. Assignment.

Subscriber may assign any of the benefits or liabilities of this Agreement to any of its affiliates or other wholly or partially-owned subsidiaries of Subscriber without City or District's consent. Subscriber may, without seeking consent, assign this Agreement to an entity acquiring substantially all the assets of Subscriber, Subscriber's business unit, or a Subscriber affiliate. Neither City and/or District can assign the responsibilities of this Agreement without the prior written consent of Subscriber. This Agreement will be binding upon, enforceable by, and inure to the benefit of, the Parties and their permitted successors and assigns. This Agreement is intended for the sole benefit of the Parties (including those other agencies specifically identified herein) and no third party shall benefit thereby.

4. Discrimination and Compliance with Laws.

a. The Parties agree not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

b. The Parties shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code and District policy.

c. Violation of this section L(4) shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of this Agreement by Subscriber or City.

5. Governing Law

This Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Parties irrevocably consent to the exclusive personal jurisdiction and venue of the state court located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with this Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

6. Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City, District, and Subscriber agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

7. Nonwaiver

Any failure by a Party to enforce strict performance of any provision of this Agreement will not constitute a waiver of such Party's right to subsequently enforce such provision or any other provision of this Agreement.

8. Legal Fees

In the event a Party defaults on the performance of any terms of this Agreement or a Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

10. Captions

The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

11. Extent of Agreement/Modification

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by all the Parties.

[Signatures on Following Page]

Agreed to by:

Party	City of Longview "City"	North Pacific Paper Company, LLC "Subscriber"
Signature		
Print		Nick Karavolos
Title	City Manager	Vice President, Supply Chain & Distribution
Party	City of Longview "City"	
Signature		
Print	Tiffany Ostreim	
Title	City Clerk	
Party	City of Longview "City"	
Signature		
Print	Charlotte Archer	
Title	City Attorney	
Party	Cowlitz 2 Fire & Rescue "District"	
Signature		
Print	Scott Goldstein	
Title	Fire Chief	

**Attachment A
Fee Schedule**

Annual Fee Schedule:

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Base Fee	\$ 147,200.01	\$ 151,617.01	\$ 156,166.01	\$ 160,851.01	\$ 165,677.01	\$ 170,648.01	\$ 175,768.01	\$ 181,042.01	\$ 186,474.01	\$ 192,069.01
Escalator	\$ 4,417.00	\$ 4,549.00	\$ 4,685.00	\$ 4,826.00	\$ 4,971.00	\$ 5,120.00	\$ 5,274.00	\$ 5,432.00	\$ 5,595.00	\$ 5,763.00
Total	\$ 151,617.01	\$ 156,166.01	\$ 160,851.01	\$ 165,677.01	\$ 170,648.01	\$ 175,768.01	\$ 181,042.01	\$ 186,474.01	\$ 192,069.01	\$ 197,832.01
Fee to City of Longview	\$ 75,808.51	\$ 78,083.01	\$ 80,425.51	\$ 82,838.51	\$ 85,324.01	\$87,884.01	\$ 90,521.01	\$ 93,237.01	\$ 96,034.51	\$ 98,916.01
Fee to Cowlitz 2	\$ 75,808.51	\$ 78,083.01	\$ 80,425.51	\$ 82,838.51	\$ 85,324.01	\$87,884.01	\$ 90,521.01	\$ 93,237.01	\$ 96,034.51	\$ 98,916.01

Escalator is 3% from past year fee.

As per Addendum to the Agreement for Fire and Emergencies Services signed by all parties in November 2023 and February 2024.

The difference between the fee outlined in the extension and the 2024 fee outlined above will be paid to the District and the City by the Subscriber

Attachment B
Insurance Requirements

Subscriber's Insurance Requirements

The Subscriber shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. The cost of such insurance shall be paid by the Subscriber. Insurance shall meet or exceed the following unless otherwise approved by the City or District.

1) Minimum Insurance

- a) Commercial General Liability coverage with limits not less than \$ 1,000,000 per occurrence / \$ 2,000,000 annual aggregate;
- b) Stop/Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease;
- c) Business Automobile Liability coverage with limits not less than \$ 1,000,000 per accident for any auto; and
- d) Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

2) Self-Insured Retentions

- a) Self-insured retentions must be declared to and approved by the City and District.

3) Other Provisions

Commercial General Liability policies shall be endorsed to:

- a) Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City and District; and
- b) Each Insurance policy shall provide that coverage shall not be cancelled except after thirty (30) days' written notice has been given to the City and District.

4) Acceptability of Insurers

Insurance shall be placed with insurers with a rating reasonably acceptable to the City and District.

5) Verification of Coverage

Subscriber shall furnish the City and District with certificates of insurance required by this clause. The certificates are to be received by the City and District before work commences. The City and District reserve the right to require completed, certified copies of all insurance policies at any time.



City of Longview

Agenda Summary

RESOLUTION NO. 2536 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PNW METAL RECYCLING, INC/NWM PROPERTIES LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2536

DATE: January 9, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

PNW Metal Recycling, INC/NWM Properties LLC has requested a contracted arrangement for fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District. This is a 10-year agreement to support economic vitality of PNW Metal Recycling, INC/NWM Properties LLC while enhancing community safety. The agreement payment is due annually in January.

FINANCIAL SUMMARY:

The payment to City of Longview for 2025 will be \$16,500.00

RECOMMENDED ACTION:

Motion to adopt Resolution #2536

STAFF CONTACT:

Fire Chief, Brad Hannig

Attachments:

1. PNW Resolution #2536
2. PNW Contract-signed 2025

RESOLUTION NO. 2536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PNW METAL RECYCLING, INC/NWM PROPERTIES LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

WHEREAS, The City of Longview recognizes the importance of ensuring fire and rescue protection for all properties within its jurisdiction and neighboring areas; and

WHEREAS, PNW Metal Recycling, INC/NWM Properties owns property outside of the City of Longview requiring reliable fire and rescue services to safeguard life, property, and operations; and

WHEREAS, The City of Longview and Cowlitz 2 Fire & Rescue District have established expertise and resources to provide high-quality fire and rescue services; and

WHEREAS, PNW Metal Recycling, INC/NWM Properties has requested a contracted arrangement to secure fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District; and

WHEREAS, It is in the best interest of the City of Longview to formalize a 10-year agreement to support the economic vitality of PNW Metal Recycling, INC/NWM Properties while enhancing community safety;

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

Section 1. The City Manager is hereby directed and authorized to the enter into this agreement with PNW Metal Recycling, INC/NWM Properties and Cowlitz 2 Fire & Rescue District to provide fire and rescue protection to the PNW Metal Recycling, INC/NWM Properties property.

Section 2. The agreement outlines the terms and conditions under which the City of Longview and Cowlitz 2 Fire & Rescue District will deliver services, including but not limited to, responsibilities, funding arrangements, service standards, and the 10-year term of the agreement.

Section 3. The City Manager is further authorized to take all necessary steps to implement this agreement, in coordination with the Cowlitz 2 Fire & Rescue District and PNW Metal Recycling, INC/NWM Properties.

Section 4. The agreement is provided as ATTACHMENT A, and forming a part of this Resolution.

Section 5. This resolution shall take effect January 1st 2025.

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 9th day of January 2024.

M A Y O R

ATTEST:

City Clerk

MASTER FIRE AND EMERGENCY SERVICES AGREEMENT

Parties	PNW Metal Recycling, Inc	NWM Properties LLC
Address	10105 SE Mather Road Clackamas, OR 97015	10105 SE Mather Road Clackamas, OR 97015
Where & how organized	Oregon Corporation	Washington Limited Liability Company
Contact Information	Name: Hank Doane Telephone: 503-655-5433 Email: hank@pnwmetal.com	Name: Fouad Daoud Telephone: 360-353-3939 Email: fouad@rivergatescrap.com

Parties	Cowlitz 2 Fire & Rescue	City of Longview
Address	701 Vine St Kelso, WA 98626	PO Box 128 Longview, WA 98632
Where & how organized	Washington Municipal Corporation	Washington Municipal Corporation
Contact Information	Name: Scott Goldstein Telephone: (360) 578-5218 Email: scott.goldstein@c2fr.org	Name: Brad Hannig Telephone: (360) 442-5500 Email: brad.hannig@ci.longview.wa.us
Effective Date	01/01/2024	Contract No.:
Expiration Date	12/31/2033	

THIS AGREEMENT FOR FIRE and EMERGENCY SERVICES (the "Agreement"), made and entered into this 1st day of January, 2024, between the CITY OF LONGVIEW, a municipal corporation of the State of Washington (hereinafter called "City"), Cowlitz 2 Fire & Rescue, a municipal corporation of the State of Washington (hereinafter called the "District") and PNW Metal Recycling, Inc., an Oregon corporation authorized to do business in Washington (hereinafter called Landlord) and NWM Properties LLC, a Washington limited liability company (hereinafter called Subscriber). For this agreement and payment of services, the billing will be sent to NWM Properties LLC.

WHEREAS, the City and District maintain Fire Departments which are staffed and equipped, for service to persons and property within the City of Longview and within the jurisdictional boundaries of the District for the suppression of fires, rescue services, hazmat response, medical emergencies, and related emergencies; and

WHEREAS, Subscriber and Landlord property is located outside the limits of the City and District and desires to arrange for firefighting and suppression assistance in the event of fires, hazardous materials response assistance, confined space rescue assistance, emergency medical treatment and transportation and other related emergencies or services; and

WHEREAS, the City and District are willing to provide such assistance to the Subscriber and Landlord, prioritizing the needs of the City, the District, and the subscriber/landlord.

NOW, THEREFORE, the parties hereto hereby promise and agree as follows:

A. CITY and DISTRICT EMERGENCY SERVICES

Commencing on the date noted above, the City and District hereby agree to provide for the protection of property, improvements, equipment and personnel of Subscriber and Landlord located at the street address of 100 Paper Way, Longview Washington, with any and all fire and emergency services assistance that can be reasonably furnished by the City and District and/or as a result of Mutual Aid and/or Inter-local Agreements between the City and District and other governmental agencies maintaining and operating fire and other emergency services. It is clearly understood and agreed, however, that the City and District and/or such other governmental agencies shall have first

claim upon their equipment and personnel, to meet the needs that occur within the City and District's respective jurisdictions, and that the needs of Subscriber/Landlord, the City, and the District will be prioritized.

B. REQUESTS FOR EMERGENCY RESPONSE AND ASSISTANCE

In accordance with the terms and conditions of this Agreement, the City and District hereby agree to provide emergency assistance and response service for the protection of the Subscriber's and Landlord's property, improvements, equipment and personnel located at the street address of 100 Paper Way, Longview Washington. All requests for emergency assistance and response services shall be directed to the Cowlitz County 9-1-1 Center.

C. PAYMENT FOR SERVICES

The total annual fee for services ("Annual Fee") shall be paid during January of each year in accordance with the Fee Schedule attached hereto as Exhibit A. The service fee shall be an annual sum as provided in Exhibit A. One-half of the total fee shall be paid directly to the City and one-half of the total fee shall be paid directly to the District.

The 2024 and 2025 fee are based upon current site conditions. All parties agree to meet within 90 days of the new shredder starting operations to review the final facility and to amend the fee schedule if needed by mutual consent of all three (3) parties

D. ADDITIONAL PAYMENT FOR SERVICES

If emergency assistance and response services in excess of those available from the City and District are required to respond to the Subscriber/Landlord's request, the City or district officer in charge of the response shall (1) timely notify the Subscriber/Landlord that his/her agency is unable to respond and that a request will be made pursuant to the Mutual Aid and/or interlocal agreements between the City and District or other governmental emergency response agencies; and (2) make a timely call for assistance pursuant to those mutual aid and/or interlocal agreements, when available, to either respond to the emergency needs of Subscriber/Landlord or to respond to other emergencies within the City and District while City and District resources are committed to Subscriber's/Landlord's request.

City and District Incident Commanders will call for additional resources based upon incident-specific demands and needs. The request for additional resources can be influenced by weather/atmospheric factors, operational work period demands, incident complexity, and resource availability.

Additional assistance, when available, may come from internal City and District surge/recall capacity, Mutual Aid, and/or interlocal agreements.

If additional assistance pursuant to a mutual aid and/or interlocal agreement is required to respond to the Subscriber's/Landlord's request, the responding jurisdiction(s) shall be compensated as follows:

1. Charges for Additional Assistance

Charges for additional assistance as described above shall be for each vehicle, apparatus or piece of equipment and personnel that the assisting agency commits to the Subscriber's/Landlord's request for assistance and/or response to the City and District during which time City and District resources are committed to the Subscriber's/Landlord's request for assistance, and shall be made in accordance with the current Washington Fire Chiefs (WFC) Washington State Wage & Equipment Rate Guide. Charges will be calculated from the time that a vehicle, apparatus or equipment from another agency leaves its station and until it is returned to the station and is prepared to respond to other calls for emergency services, calculated to the nearest one-half (1/2) hour; provided however, that if such equipment cannot be reasonably prepared for a response to other calls due to damage to the vehicle, apparatus or equipment, the hourly charge shall not extend beyond one (1) hour following the time that such vehicle, apparatus or equipment would have returned to its station except for the such damage.

2. Charges for Supplies and Equipment Consumed or Destroyed

For Supplies and equipment that are consumed or destroyed, the Subscriber shall pay to the City and/or District or other governmental agency, the replacement or replenishment cost; provided, however, that the Subscriber and Landlord shall have no responsibility for supplies and equipment that are negligently consumed or destroyed by the City and District or other governmental agency.

For vehicles and /or apparatus that are destroyed beyond reasonable repair, Subscriber shall pay to the City and District or other governmental agency the current fair market value less any insurance proceeds received by the City or District or such governmental agency; provided, however, that Subscriber/Landlord shall have no responsibility for vehicles and/or apparatus that are negligently consumed or destroyed by the City or District or other governmental agency.

For all vehicles, equipment and apparatus that are damaged and but are reasonably repairable, Subscriber shall pay to the City or District or other governmental agency the cost of repair, less any insurance proceeds received by the City or District or such governmental agency; provided, however, that Subscriber/Landlord shall have no responsibility for vehicles, equipment and apparatus that are negligently damaged by the City or District or other governmental agency; and provided further that Subscriber/Landlord shall have no responsibility to pay for repairs or return the vehicles, equipment or apparatus that are damaged to "like new" condition or in excess of their fair market value.

E. TRAINING AND FAMILIARIZATION

Subscriber/Landlord shall provide opportunities for emergency response training to personnel of the City and District relating to techniques and hazards appropriate to property at the site of Subscriber/Landlord. Training may consist of regular site visits for hazard identification, hazard location, water supply, and on-site capabilities by City and District personnel; and training exercises, to be determined mutually by the Subscriber/Landlord and the City and District. All costs and expenses incurred by the City and/or the District related to training including, without limitation, compensation for employees and provision of supplies consumed during training, are part of the annual fee for service set forth in Section C. Payment for Services. The City and District shall ensure that all City and District personnel that respond to or train at the Subscriber/Landlord site have attended any requisite safety training that may be required by the Subscriber/Landlord.

F. TERM OF AGREEMENT

This Agreement shall be for an initial term of ten (10) years, commencing January 1, 2024, through December 31, 2033, subject to termination by either party at its sole discretion without penalty upon one hundred eighty (180) days written notice to the other party given prior to the end of any calendar year during the Agreement's term. In the event of such termination, any unearned annual fee or charge required by Section C shall be prorated and returned to the Subscriber.

This Agreement shall automatically renew January 1, 2034, for one-year terms until terminated in accordance with the terms of this agreement or when all parties come to an agreement on a new agreement. For each additional year beyond 2033, the annual fee increases 3% above the prior year's fee.

G. FUTURE CHANGES AND CONDITIONS

If the following conditions arise: 1) major changes in services are requested by the Subscriber/Landlord or there are new circumstances, requirements, or regulations affecting the City or District's ability to respond, including but not limited to, new hazardous materials standards, new regulatory requirements, new partners, implementation of state-funded hazardous materials response regions, and 2) the changes, circumstances, requirements or regulations would result in a significant change in the cost of service that is not provided for in the cost adjustments described elsewhere in this agreement, then either party may provide written notice of termination effective sixty (60) days..

H. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the City and District shall be independent contractors and that the Subscriber/Landlord shall be neither liable nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment to any employee of the City or District. Industrial or any other insurance that is purchased for the benefit of Subscriber, regardless of whether such may provide a secondary or incidental benefit to the City or District, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the City and/or District may or will be performing services during the term of this Agreement for other parties.

I. LIABILITY

The City and District make no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency dispatch. The duty of the City and District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the City and District do not incur a special duty to Subscriber/Landlord, its employees, agents or visitors.

J. NOTICES

All notices required or permitted under this Agreement shall be delivered and copied to all parties as follows:

1. If to NWM Properties to
NWM Properties LLC
10105 SE Mather Road
Clackamas, OR 97015
2. If to PNW Metal Recycling, Inc:
PNW Metal Recycling, Inc
10105 SE Mather Road
Clackamas, OR 97015
3. If to the City:
City Manager
City of Longview
City Hall
P. O. Box 128
Longview, WA 98632
4. If to the District:
Fire Chief
Cowlitz 2 Fire & Rescue
701 Vine Street
Kelso, WA 98626

K. Communication Regarding Confined Space Entry Hazards

In addition to the training and familiarization training provided by Subscriber/Landlord to City and District emergency response personnel on a periodic basis, as specified in Section E of this Agreement, Subscriber/Landlord shall also (1) provide a copy of its Confined Space Entry Master List, as the same is updated from time to time, to the City and District; and (2) notify the City or District officer of the number of entrants within a permit-required confined space and any change(s) in the physical conditions within a permit-required confined space at the time emergency assistance and response services are requested.

L. GENERAL PARAGRAPHS

1. Indemnification and Hold Harmless

a. The Subscriber/Landlord shall protect, defend, indemnify, and save harmless the City and District, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Subscriber/Landlord. The Subscriber/Landlord agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose, the Subscriber/Landlord, by mutual negotiation, hereby waives, as respects the City and District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

2. Insurance; Risk of Loss

The Subscriber/Landlord, City and District shall maintain insurance that is sufficient to protect the other Party against all applicable risks pursuant to this Agreement as set forth in Attachment B. The Subscriber/Landlord, City and District will provide the other Party with certificates of insurance and other supporting materials as the Subscriber/Landlord, City and/or District reasonably may request to evidence a Party's continuing compliance with this section L (2).

3. Assignment.

Subscriber/Landlord may assign any of the benefits or liabilities of this Agreement to any of its affiliates or other wholly or partially-owned subsidiaries of Subscriber/Landlord without City or District's consent. Subscriber/Landlord may, without seeking consent, assign this Agreement to an entity acquiring substantially all the assets of Subscriber/Landlord, Subscriber's/Landlord's business unit, or a Subscriber affiliate. Neither City and/or District can assign the responsibilities of this Agreement without the prior written consent of Subscriber/Landlord. The Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns. This Agreement is intended for the sole benefit of the parties hereto (including those other agencies specifically identified herein) and no third party shall benefit thereby.

4. Discrimination and Compliance with Laws.

a. The Subscriber/Landlord, City and District agree not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

b. The Subscriber/Landlord, City and District shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code and District policy.

c. Violation of this section L (4) shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Subscriber or City.

5. Governing Law

The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Subscriber/Landlord, City and District irrevocably consent to the exclusive personal jurisdiction and venue of the state court located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

6. Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City, District, and Subscriber/Landlord agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

7. Nonwaiver

Any failure by either party to enforce strict performance of any provision of the Agreement will not constitute a waiver of such party's right to subsequently enforce such provision or any other provision of the Agreement.

8. Legal Fees

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. Counterparts

The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

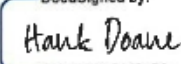
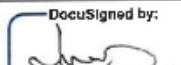
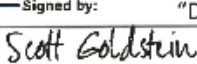
10. Captions

The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

11. Extent of Agreement/Modification

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to by:

Party	City of Longview "City"	PNW Metal Recycling, Inc "Landlord"
Signature		DocuSigned by:  FD15958A5412480...
Print	TBD	HANK DOANE
Title	City Manager	Member
Party	City of Longview "City"	NWM Properties LLC "Subscriber"
Signature		DocuSigned by:  7213EA649686416...
Print	Tiffany Ostreim	Fouad Daoud
Title	City Clerk	President
Party	City of Longview "City"	
Signature		
Print	Charlotte Archer	
Title	City Attorney	
Party	Cowlitz 2 Fire & Rescue "District"	
Signature	Signed by:  F49FD8997CE452...	
Print	Scott Goldstein	
Title	Fire Chief	

**Exhibit A
Fee Schedule**

Annual Fee Schedule:

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Base Fee	\$ 16,666.67	\$ 33,000.00	\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,637.300	\$ 56,277.00	\$ 57,966.00	\$ 59,705.00	\$ 61,497.00
Escalator			\$ 1,500.00	\$ 1,545.00	\$ 1,592.00	\$ 1,640.00	\$ 1,689.00	\$ 1,739.00	\$ 1,792.00	\$ 1,845.00
Total	\$ 16,666.67	\$ 33,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,637.300	\$ 56,277.00	\$ 57,966.00	\$ 59,705.00	\$ 61,497.00	\$ 63,142.00
Fee to City of Longview	\$ 8,333.33	\$ 16,500.00	\$ 25,750.00	\$ 26,522.50	\$ 27,318.50	\$ 28,138.50	\$ 28,983.00	\$ 29,852.50	\$ 30,748.50	\$ 31,671.00
Fee to Cowlitz 2	\$ 8,333.33	\$ 16,500.00	\$ 25,750.00	\$ 26,522.50	\$ 27,318.50	\$ 28,138.50	\$ 28,983.00	\$ 29,852.50	\$ 30,748.50	\$ 31,671.00

Attachment B
Insurance Requirements

The Subscriber/Landlord shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. The cost of such insurance shall be paid by the Subscriber/Landlord. Insurance shall meet or exceed the following unless otherwise approved by the City or District.

1) **Minimum Insurance**

- a) Commercial General Liability coverage with limits not less than \$ 1,000,000 per occurrence / \$ 2,000,000 annual aggregate,
- b) Stop/Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease,
- c) Business Automobile Liability coverage with limits not less than \$ 1,000,000 per accident for any auto,
- d) Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington

2) **Self-Insured Retentions**

- a) Self-insured retentions must be declared to and approved by the City and District.

3) **Other Provisions**

Commercial General Liability policies shall be endorsed to:

- a) Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City and District,
- b) Each Insurance policy shall provide that coverage shall not be canceled except after thirty (3) days written notice has been given to the City and District.

4) **Acceptability of Insurers**

Insurance shall be placed with insurers with a rating acceptable to the City and District

Verification of Coverage

Subscriber/Landlord shall furnish the City and District with certificates of insurance required by this clause. The certificates are to be received and approved by the City and District before work commences. The City and District reserve the right to require complete, certified copies of all insurance policies at any time.

5) **Subcontractors**

Subscriber/Landlord, City, and District shall require subcontractors to provide coverage which complies with the requirements stated herein.



City of Longview

Agenda Summary

RESOLUTION NO. 2537 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WEYERHAEUSER AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2537

DATE: January 9, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Weyerhaeuser NR Company has requested a contracted arrangement for fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District. This is a 10 year agreement to support economic vitality of Weyerhaeuser NR Company while enhancing community safety. The agreement payment is due annually in January.

FINANCIAL SUMMARY:

The payment to City of Longview for 2025 will be \$116,289.00

STAFF CONTACT:

Fire Chief Brad Hannig

Attachments:

1. Weyco Resolution #2537
2. Weyco contract-2025

RESOLUTION NO. 2537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WEYERHAEUSER AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

WHEREAS, The City of Longview recognizes the importance of ensuring fire and rescue protection for all properties within its jurisdiction and neighboring areas; and

WHEREAS, Weyerhaeuser owns property outside of the City of Longview requiring reliable fire and rescue services to safeguard life, property, and operations; and

WHEREAS, The City of Longview and Cowlitz 2 Fire & Rescue District have established expertise and resources to provide high-quality fire and rescue services; and

WHEREAS, Weyerhaeuser has requested a contracted arrangement to secure fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District; and

WHEREAS, It is in the best interest of the City of Longview to formalize a 10-year agreement to support the economic vitality of Weyerhaeuser while enhancing community safety;

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

Section 1. The City Manager is hereby directed and authorized to the enter into this agreement with Weyerhaeuser and Cowlitz 2 Fire & Rescue District to provide fire and rescue protection to the Weyerhaeuser property.

Section 2. The agreement outlines the terms and conditions under which the City of Longview and Cowlitz 2 Fire & Rescue District will deliver services, including but not limited to, responsibilities, funding arrangements, service standards, and the 10-year term of the agreement.

Section 3. The City Manager is further authorized to take all necessary steps to implement this agreement, in coordination with the Cowlitz 2 Fire & Rescue District and Weyerhaeuser.

Section 4. The agreement is provided as ATTACHMENT A, and forming a part of this Resolution.

Section 5. This resolution shall take effect January 1st 2025.

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 9th day of January 2024.

M A Y O R

ATTEST:

City Clerk

MASTER FIRE AND EMERGENCY SERVICES

Parties	Weyerhaeuser NR Company	Cowlitz 2 Fire & Rescue	City of Longview
Address	2901 Industrial Way 1701 Industrial Way 3539 Industrial Way	701 Vine St Kelso, WA 98626	PO Box 128 Longview, WA 98632
Where & how organized	Washington Corporation	Washington Municipal Corporation	Washington Municipal Corporation
Contact Information	Name: Brian Hamilton Telephone: 360-414-3416 Email: brian.hamilton@wy.com	Name: Scott Goldstein Telephone: (360) 578-5218 Email: scott.goldstein@c2fr.org	Name: Brad Hannig Telephone: (360) 442-5500 Email: brad.hannig@ci.longview.wa.us
Effective Date	01/01/2024		
Expiration Date	12/31/2026		

THIS AGREEMENT FOR FIRE and EMERGENCY SERVICES (the "Agreement"), made and entered into this 1st day of January, 2024, between the CITY OF LONGVIEW, a municipal corporation of the State of Washington (hereinafter called "City"), Cowlitz 2 Fire & Rescue, a municipal corporation of the State of Washington (hereinafter called the "District") and WEYERHAEUSER NR COMPANY, a Washington corporation (hereinafter called "Subscriber");

WHEREAS, the City and District maintain Fire Departments which are staffed and equipped, for service to persons and property within the City of Longview and within the jurisdictional boundaries of the District for the suppression of fires, rescue services, hazmat response, medical emergencies, and related emergencies; and

WHEREAS, Subscriber is located outside the limits of the City and District and desires to arrange for fire fighting and suppression assistance in the event of fires, hazardous materials response assistance, confined space rescue assistance, emergency medical treatment and transportation and other related emergencies or services; and

WHEREAS, the City and District are willing to provide such assistance to Subscriber, prioritizing the needs of the City, the District, and the subscriber; and

NOW, THEREFORE, the parties hereto hereby promise and agree as follows:

A. CITY and DISTRICT EMERGENCY SERVICES

Commencing on the date noted above, the City and District hereby agree to provide for the protection of property and personnel of Subscriber located at the street address 3401 Industrial Way, Longview, Washington, with any and all fire and emergency services assistance that can be reasonably furnished by the City and District and/or as a result of Mutual Aid and/or Inter-local Agreements between the City and District and other governmental agencies maintaining and operating fire and other emergency services. It is clearly understood and agreed, however, that the City and District and/or such other governmental agencies shall have first claim upon their equipment and personnel, to meet the needs that occur within the City and District's respective jurisdictions, and that the needs of Subscriber, the City, and the District will be prioritized.

B. REQUESTS FOR EMERGENCY RESPONSE AND ASSISTANCE

In accordance with the terms and conditions of this Agreement, the City and District hereby agree to provide emergency assistance and response service for the protection of Subscriber property and personnel located at the

street address of 1701 Industrial Way, 2901 Industrial Way, and 3539 Industrial Way Longview, Washington. All requests for emergency assistance and response services shall be directed to the Cowlitz County 9-1-1 Center.

C. PAYMENT FOR SERVICES

The total annual fee for services ("Annual Fee") shall be paid during January of each year in accordance with the Fee Schedule attached hereto as Exhibit A. The first Annual Fee shall be paid within thirty (30) days of the full execution of this Agreement for services in 2024; provided that all amounts paid by Subscriber pursuant to the Prior Agreement Addendum shall be credited toward such Annual Fee. The service fee shall be an annual sum as provided in Attachment A. One half of the total fee shall be paid directly to the City and one half of the total fee shall be paid directly to the District.

D. ADDITIONAL PAYMENT FOR SERVICES

If emergency assistance and response services in excess of those available from the City and District are required to respond to Subscriber's request, the City or district officer in charge of the response shall (1) timely notify Subscriber that his/her agency is unable to respond and that a request will be made pursuant to the Mutual Aid and/or interlocal agreements between the City and District or other governmental emergency response agencies; and (2) make a timely call for assistance pursuant to those mutual aid and/or interlocal agreements to either respond to the emergency needs of Subscriber or to respond to other emergencies within the City and District while City and District resources are committed to Subscriber's request.

City and District Incident Commanders will call for additional resources based upon incident specific demands and needs. The request for additional resources can be influenced by weather/atmospheric factors, operational work period demands, incident complexity, and resource availability.

Additional assistance may come from internal City and District surge/recall capacity, Mutual Aid, and/or interlocal agreements.

If additional assistance pursuant to a mutual aid and/or interlocal agreement is required to respond to Subscriber's request, the responding jurisdiction(s) shall be compensated as follows:

1. Charges for Additional Assistance

Charges for additional assistance as described above shall be for each vehicle, apparatus or piece of equipment and personnel that the assisting agency commits to the Subscriber's request for assistance and/or response to the City and District during which time City and District resources are committed to the Subscriber's request for assistance, and shall be made in accordance with the current Washington Fire Chiefs (WFC) recommended "Washington-Oregon Interagency Rate Schedule" Charges will be calculated from the time that a vehicle, apparatus or equipment from another agency leaves its station and until it is returned to the station and is prepared to respond to other calls for emergency services, calculated to the nearest one-half (1/2) hour; provided however, that if such equipment cannot be reasonably prepared for a response to other calls due to damage to the vehicle, apparatus or equipment, the hourly charge shall not extend beyond one (1) hour following the time that such vehicle, apparatus or equipment would have returned to its station except for the such damage.

2. Charges for Supplies and Equipment Consumed or Destroyed

For Supplies and equipment that are consumed or destroyed, Subscriber shall pay to the City and/or District or other governmental agency, the replacement or replenishment cost; provided, however, that the Subscriber shall have no responsibility for supplies and equipment that are negligently consumed or destroyed by the City and District or other governmental agency.

For vehicles and/or apparatus that are destroyed beyond reasonable repair, Subscriber shall pay to the City and District or other governmental agency the current fair market value less any insurance proceeds

received by the City or District or such governmental agency; provided, however, that Subscriber shall have no responsibility for vehicles and/or apparatus that are negligently consumed or destroyed by the City or District or other governmental agency.

For all vehicles, equipment and apparatus that are damaged and but are reasonably repairable, Subscriber shall pay to the City or District or other governmental agency the cost of repair, less any insurance proceeds received by the City or District or such governmental agency; provided, however, that Subscriber shall have no responsibility for vehicles, equipment and apparatus that are negligently damaged by the City or District or other governmental agency; and provided further that Subscriber shall have no responsibility to pay for repairs or return the vehicles, equipment or apparatus that are damaged to "like new" condition or in excess of their fair market value.

E. TRAINING AND FAMILIARIZATION

Subscriber shall provide opportunities for emergency response training to personnel of the City and District relating to techniques and hazards appropriate to property at the site of Subscriber. Training may consist of regular site visits for hazard identification, hazard location, water supply, and on-site capabilities by City and District personnel; and training exercises, to be determined mutually by Subscriber and the City and District. All costs and expenses incurred by the City and/or the District related to training including, without limitation, compensation for employees and provision of supplies consumed during training, are part of the annual fee for service set forth in Section C. Payment for Services. The City and District shall ensure that all City and District personnel that respond to or train at the Subscriber site have attended any requisite safety training that may be required by the Subscriber.

F. TERM OF AGREEMENT

This Agreement shall be for an initial term of three (3) years, commencing January 1, 2024 (the "Commencement Date") through December 31, 2026, subject to termination by any party at its sole discretion without penalty upon one hundred eighty (180) days' written notice to the other party given prior to the end of any anniversary of the Effective Date. In the event of such termination, any unearned annual fee or charge required by Section C shall be prorated and returned to Subscriber.

This Agreement shall automatically renew January 1, 2027 for one-year terms until all parties hereto come to agreement on a new agreement. For each year beyond 2026, the annual fee increases 3% above the prior year fee.

G. FUTURE CHANGES AND CONDITIONS

If the following conditions arise: 1) major changes in services are requested by Subscriber or there are new circumstances, requirements, or regulations affecting the City or District's ability to respond, including but not limited to, new hazardous materials standards, new regulatory requirements, new partners, implementation of state funded hazardous materials response regions, and 2) the changes, circumstances, requirements or regulations would result in a significant change in cost of service that is not provided for in the cost adjustments described elsewhere in this agreement, then either party may provide written notice of termination effective sixty (60) days from the date of written notice.

H. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the City and District shall be independent contractors and that Subscriber shall be neither liable nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment to any employee of the City or District. Industrial or any other insurance that is purchased for the benefit of Subscriber, regardless of whether such may provide a secondary or incidental benefit to the City or District, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the City and/or District may or will be performing services during the term of this Agreement for other parties.

I. LIABILITY

The City and District make no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency dispatch. The duty of the City and District to provide emergency services under the provisions of this Agreement to Subscriber is intended to be comparable to the duty owed to the public generally and by entering into this Agreement, the City and District do not incur a special duty to Subscriber, its employees, agents or visitors.

J. NOTICES

All notices required or permitted under this Agreement shall be delivered and copied to all parties as follows:

1. If to WEYERHAEUSER Company to:
Brian Hamilton – Manager
 1701 Industrial Way
 2901 Industrial Way
 3539 Industrial Way
 Longview, WA 98632
2. If to the City:
 City Manager
 City of Longview
 City Hall
 P. O. Box 128
 Longview, WA 98632
3. If to the District:
 Fire Chief
 Cowlitz 2 Fire & Rescue
 701 Vine Street
 Kelso, WA 98626

K. Communication Regarding Confined Space Entry Hazards

In addition to the training and familiarization training provided by Subscriber to City and District emergency response personnel on a periodic basis, as specified in Section E of this Agreement, Subscriber shall also (1) provide a copy of its Confined Space Entry Master List, as the same is updated from time to time, to the City and District; and (2) notify the City or District officer of the number of entrants within a permit-required confined space and any change(s) in the physical conditions within a permit-required confined space at the time emergency assistance and response services are requested.

L. GENERAL PARAGRAPHS

1. Indemnification and Hold Harmless

- a. The Subscriber shall protect, defend, indemnify, and save harmless the City and District, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Subscriber. The Subscriber agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose the Subscriber, by mutual negotiation, hereby waives, as respects the City and District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW

2. Insurance; Risk of Loss

The Subscriber, City and District shall maintain insurance that is sufficient to protect the other Party against all applicable risks pursuant to this Agreement as set forth in Attachment B. The Subscriber, City and District will provide the other Party with certificates of insurance and other supporting materials as the Subscriber, City and/or District reasonably may request to evidence a Party's continuing compliance with this section L(2).

3. Assignment.

For purposes of all Sections hereof, "Weyerhaeuser or Subscriber means Weyerhaeuser Company, Weyerhaeuser NR Company, or an affiliate of Weyerhaeuser Company as may be designated in writing by Subscriber from time to time. Subscriber may assign any of the benefits or liabilities of this Agreement to any of its affiliates or other wholly or partially-owned subsidiaries of Subscriber without City or District's consent. Subscriber may, without seeking consent, assign this Agreement to an entity acquiring substantially all the assets of Subscriber, Subscriber's business unit, or a Subscriber affiliate. Neither City and/or District can assign the responsibilities of this Agreement without the prior written consent of Subscriber. The Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns. This Agreement is intended for the sole benefit of the parties hereto (including those other agencies specifically identified herein) and no third party shall benefit thereby.

4. Discrimination and Compliance with Laws.

a. The Subscriber, City and District agree not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

b. The Subscriber, City and District shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code and District policy.

c. Violation of this section L (4) shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Subscriber or City.

5. Governing Law

The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Subscriber, City and District irrevocably consent to the exclusive personal jurisdiction and venue of the state court located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

6. Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City, District, and the Subscriber agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

7. Nonwaiver

Any failure by either party to enforce strict performance of any provision of the Agreement will not constitute a waiver of such party's right to subsequently enforce such provision or any other provision of the Agreement.

8. Legal Fees

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. Counterparts

The Agreement may be signed in counterparts (including without limitation, electronically), each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

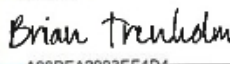
10. Captions

The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

11. Extent of Agreement/Modification

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided that the Prior Agreement and the term thereof is hereby retroactively terminated as of the Commencement Date. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to by:

Party	City of Longview "City"	WEYERHAEUSER Co. "Subscriber"
Signature		Signed by:  A08DEA2093EF4D4...
Print		Brian Trenholm
Title	City Manager	Director, Sales and Marketing
Party	City of Longview "City"	
Signature		
Print	Tiffany Ostreim	
Title	City Clerk	
Party	City of Longview "City"	
Signature		
Print	Charlotte Archer	
Title	City Attorney	
Party	Cowlitz 2 Fire & Rescue "District"	
Signature		
Print	Scott Goldstein	
Title	Fire Chief	

**Exhibit A
Fee Schedule**

Annual Fee Schedule:

	2024	2025	2026
Base Fee	\$ 219,225.80	\$ 225,803.00	\$ 232,578.00
Escalator	\$ 6,577.00	\$ 6,775.00	\$ 6,978.00
Total	\$ 225,803.00	\$ 232,578.00	\$ 239,556.00
Fee to City of Longview	\$ 112,901.50	\$ 116,289.00	\$ 119,778.00
Fee to Cowlitz 2	\$ 112,901.50	\$ 116,289.00	\$ 119,778.00

Escalator is 3% from past year fee.

As per Addendum to the Agreement for Fire and Emergencies Services signed by all parties in November/December 2023. The difference between the fee outlined in the extension and the 2024 fee outlined above will be paid to the District and the City by the Subscriber.

Attachment B

Insurance Requirements

The Subscriber shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. The cost of such insurance shall be paid by the Subscriber. Insurance shall meet or exceed the following unless otherwise approved by the City or District.

1) Minimum Insurance

- a) Commercial General Liability coverage with limits not less than \$ 1,000,000 per occurrence / \$ 2,000,000 annual aggregate,
- b) Stop/Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease,
- c) Business Automobile Liability coverage with limits not less than \$ 1,000,000 per accident for any auto,
- d) Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington

2) Self-Insured Retentions

- a) Self-insured retentions must be declared to and approved by the City and District.

3) Other Provisions

Commercial General Liability policies shall be endorsed to:

- a) Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City and District,
- b) Each Insurance policy shall provide that coverage shall not be cancelled except after thirty (3) days' written notice has been given to the City and District.

4) Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City and District

Verification of Coverage

Subscriber shall furnish the City and District with certificates of insurance required by this clause. The certificates are to be received and approved by the City and District before work commences. The City and District reserve the right to require completed, certified copies of all Insurance policies at any time.

5) Subcontractors

Subscriber, City, and District shall require subcontractors to provide coverage which complies with the requirements stated herein.



City of Longview

Agenda Summary

RESOLUTION NO. 2538 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NIPPON DYNOWAVE AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2538

DATE: January 9, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Nippon Dynowave has requested a contracted arrangement for fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District. This is a 10 year agreement to support economic vitality of Nippon Dynowave while enhancing community safety. The agreement payment is due annually in January.

FINANCIAL SUMMARY:

The payment to City of Longview for 2025 will be \$143,590.18

STAFF CONTACT:

Fire Chief, Brad Hannig

Attachments:

1. Nippon Resolution
2. Nippon contract-signed 2025

RESOLUTION NO. 2538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NIPPON DYNAWAVE AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

WHEREAS, The City of Longview recognizes the importance of ensuring fire and rescue protection for all properties within its jurisdiction and neighboring areas; and

WHEREAS, Nippon Dynawave owns property outside of the City of Longview requiring reliable fire and rescue services to safeguard life, property, and operations; and

WHEREAS, The City of Longview and Cowlitz 2 Fire & Rescue District have established expertise and resources to provide high-quality fire and rescue services; and

WHEREAS, Nippon Dynawave has requested a contracted arrangement to secure fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District; and

WHEREAS, It is in the best interest of the City of Longview to formalize a 10-year agreement to support the economic vitality of Nippon Dynawave while enhancing community safety;

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

Section 1. The City Manager is hereby directed and authorized to enter into this agreement with Nippon Dynawave and Cowlitz 2 Fire & Rescue District to provide fire and rescue protection to the Nippon Dynawave property.

Section 2. The agreement outlines the terms and conditions under which the City of Longview and Cowlitz 2 Fire & Rescue District will deliver services, including but not limited to, responsibilities, funding arrangements, service standards, and the 10-year term of the agreement.

Section 3. The City Manager is further authorized to take all necessary steps to implement this agreement, in coordination with the Cowlitz 2 Fire & Rescue District and Nippon Dynawave.

Section 4. The agreement is provided as ATTACHMENT A, and forming a part of this Resolution.

Section 5. This resolution shall take effect January 1st, 2025.

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 9th day of January 2024.

M A Y O R

ATTEST:

City Clerk

MASTER FIRE AND EMERGENCY SERVICES

Parties	Nippon Dynawave Packaging	Cowlitz 2 Fire & Rescue	City of Longview
Address	3401 Industrial Way Longview, WA 98632	701 Vine St Kelso, WA 98626	PO Box 128 Longview, WA 98632
Where & how organized	Delaware Corporation	Washington Municipal Corporation	Washington Municipal Corporation
Contact Information	Name: Brian Wood Telephone: Email: Brian.wood@NipponDnyawave.com	Name: Scott Goldstein Telephone: (360) 578-5218 Email: scott.goldstein@c2fr.org	Name: Brad Hannig Telephone: (360) 442-5500 Email: brad.hannig@ci.longview.wa.us
Effective Date	01/01/2024		
Expiration Date	12/31/2033		

THIS AGREEMENT FOR FIRE and EMERGENCY SERVICES (the "Agreement"), made and entered into this 1st day of January, 2024, between the CITY OF LONGVIEW, a municipal corporation of the State of Washington (hereinafter called "City"), Cowlitz 2 Fire & Rescue, a municipal corporation of the State of Washington (hereinafter called the "District") and Nippon Dnyawave Packaging, a Delaware corporation (hereinafter called "Subscriber");

WHEREAS, the City and District maintain Fire Departments which are staffed and equipped, for service to persons and property within the City of Longview and within the jurisdictional boundaries of the District for the suppression of fires, rescue services, hazmat response, medical emergencies, and related emergencies; and

WHEREAS, Subscriber is located outside the limits of the City and District and desires to arrange for fire fighting and suppression assistance in the event of fires, hazardous materials response assistance, confined space rescue assistance, emergency medical treatment and transportation and other related emergencies or services; and

WHEREAS, the City and District are willing to provide such assistance to the Subscriber, prioritizing the needs of the City, the District, and the Subscriber; and

NOW, THEREFORE, the parties hereto hereby promise and agree as follows:

A. CITY and DISTRICT EMERGENCY SERVICES

Commencing on the date noted above, the City and District hereby agree to provide for the protection of property and personnel of Subscriber located at the street address 3401 Industrial Way, Longview, Washington, with any and all fire and emergency services assistance that can be reasonably furnished by the City and District and/or as a result of Mutual Aid and/or Inter-local Agreements between the City and District and other governmental agencies maintaining and operating fire and other emergency services. It is clearly understood and agreed, however, that the City and District and/or such other governmental agencies shall have first claim upon their equipment and personnel, to meet the needs that occur within the City and District's respective jurisdictions, and that the needs of Subscriber, the City, and the District will be prioritized.

B. REQUESTS FOR EMERGENCY RESPONSE AND ASSISTANCE

In accordance with the terms and conditions of this Agreement, the City and District hereby agree to provide emergency assistance and response service for the protection of Subscriber property and personnel located at the

street address of 3401 Industrial Way, Longview, Washington. All requests for emergency assistance and response services shall be directed to the Cowlitz County 9-1-1 Center.

C. PAYMENT FOR SERVICES

The total annual fee for services ("Annual Fee") shall be paid during January of each year in accordance with the Fee Schedule attached hereto as Exhibit A. The first Annual Fee shall be paid within thirty (30) days of the full execution of this Agreement for services in 2024; provided that all amounts paid by Subscriber pursuant to the Prior Agreement Addendum shall be credited toward such Annual Fee. The service fee shall be an annual sum as provided in Attachment A. One-half of the total fee shall be paid directly to the City and one-half of the total fee shall be paid directly to the District.

D. ADDITIONAL PAYMENT FOR SERVICES

If emergency assistance and response services in excess of those available from the City and District are required to respond to Subscriber's request, the City or district officer in charge of the response shall (1) timely notify Subscriber that his/her agency is unable to respond and that a request will be made pursuant to the Mutual Aid and/or interlocal agreements between the City and District or other governmental emergency response agencies; and (2) make a timely call for assistance pursuant to those mutual aid and/or interlocal agreements to either respond to the emergency needs of Subscriber or to respond to other emergencies within the City and District while City and District resources are committed to Subscriber's request.

City and District Incident Commanders will call for additional resources based upon incident specific demands and needs. The request for additional resources can be influenced by weather/atmospheric factors, operational work period demands, incident complexity, and resource availability.

Additional assistance may come from internal City and District surge/recall capacity, Mutual Aid, and/or interlocal agreements.

If additional assistance pursuant to a mutual aid and/or interlocal agreement is required to respond to the Subscriber's request, the responding jurisdiction(s) shall be compensated as follows:

1. Charges for Additional Assistance

Charges for additional assistance as described above shall be for each vehicle, apparatus or piece of equipment and personnel that the assisting agency commits to the Subscriber's request for assistance and/or response to the City and District during which time City and District resources are committed to the Subscriber's request for assistance, and shall be made in accordance with the current Washington Fire Chiefs (WFC) recommended "Washington State Wage & Equipment Rate Guide" charges will be calculated from the time that a vehicle, apparatus or equipment from another agency leaves its station and until it is returned to the station and is prepared to respond to other calls for emergency services, calculated to the nearest one-half (1/2) hour; provided however, that if such equipment cannot be reasonably prepared for a response to other calls due to damage to the vehicle, apparatus or equipment, the hourly charge shall not extend beyond one (1) hour following the time that such vehicle, apparatus or equipment would have returned to its station except for the such damage.

2. Charges for Supplies and Equipment Consumed or Destroyed

For Supplies and equipment that are consumed or destroyed, the Subscriber shall pay to the City and/or District or other governmental agency, the replacement or replenishment cost; provided, however, that the Subscriber shall have no responsibility for supplies and equipment that are negligently consumed or destroyed by the City and District or other governmental agency.

For vehicles and /or apparatus that are destroyed beyond reasonable repair, Subscriber shall pay to the City and District or other governmental agency the current fair market value less any insurance proceeds received by the City or District or such governmental agency; provided, however, that Subscriber shall have no responsibility for vehicles and/or apparatus that are negligently consumed or destroyed by the City or District or other governmental agency.

For all vehicles, equipment and apparatus that are damaged and but are reasonably repairable, Subscriber shall pay to the City or District or other governmental agency the cost of repair, less any insurance proceeds received by the City or District or such governmental agency; provided, however, that Subscriber shall have no responsibility for vehicles, equipment and apparatus that are negligently damaged by the City or District or other governmental agency; and provided further that Subscriber shall have no responsibility to pay for repairs or return the vehicles, equipment or apparatus that are damaged to "like new" condition or in excess of their fair market value.

E. TRAINING AND FAMILIARIZATION

Subscriber shall provide opportunities for emergency response training to personnel of the City and District relating to techniques and hazards appropriate to property at the site of Subscriber. Training may consist of regular site visits for hazard identification, hazard location, water supply, and on-site capabilities by City and District personnel; and training exercises, to be determined mutually by the Subscriber and the City and District. All costs and expenses incurred by the City and/or the District related to training including, without limitation, compensation for employees and provision of supplies consumed during training, are part of the annual fee for service set forth in Section C. Payment for Services. The City and District shall ensure that all City and District personnel that respond to or train at the Subscriber site have attended any requisite safety training that may be required by the Subscriber.

F. TERM OF AGREEMENT

This Agreement shall be for an initial term of ten (10) years, commencing January 1, 2024 (the "Commencement Date") through December 31, 2033, subject to termination by any party at its sole discretion without penalty upon one hundred eighty (180) days written notice to the other party given prior to the end of any one-year term. In the event of such termination, any unearned annual fee or charge required by Section C shall be prorated and returned to the Subscriber.

This Agreement shall automatically renew on January 1, 2034 for one-year terms until all parties hereto come to an agreement on a new agreement. For each year beyond 2033, the annual fee increases 3% above the prior year's fee.

G. FUTURE CHANGES AND CONDITIONS

If the following conditions arise: 1) major changes in services are requested by Subscriber or there are new circumstances, requirements, or regulations affecting the City or District's ability to respond, including but not limited to, new hazardous materials standards, new regulatory requirements, new partners, implementation of state funded hazardous materials response regions, and 2) the changes, circumstances, requirements or regulations would result in a significant change in cost of service that is not provided for in the cost adjustments described elsewhere in this agreement, then either party may provide written notice of termination effective sixty (60) days from the date of written notice.

H. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the City and District shall be independent contractors and that Subscriber shall be neither liable nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment to any employee of the City or District. Industrial or any other insurance that is purchased for the benefit of Subscriber, regardless of whether such may provide a secondary or incidental benefit to the City or District, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the City and/or District may or will be performing services during the term of this Agreement for other parties.

I. LIABILITY

The City and District make no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency dispatch. The duty of the City and District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the City and District do not incur a special duty to Subscriber, its employees, agents or visitors.

J. NOTICES

All notices required or permitted under this Agreement shall be delivered and copied to all parties as follows:

1. If to Nippon Dynawave Packaging Company to:

Brian Wood
3401 Industrial Way
Longview, WA 98632

2. If to the City:

City Manager
City of Longview
City Hall
P. O. Box 128
Longview, WA 98632

3. If to the District:

Fire Chief
Cowlitz 2 Fire & Rescue
701 Vine Street
Kelso, WA 98626

K. Communication Regarding Confined Space Entry Hazards

In addition to the training and familiarization training provided by Subscriber to City and District emergency response personnel on a periodic basis, as specified in Section E of this Agreement, Subscriber shall also (1) provide a copy of its Confined Space Entry Master List, as the same is updated from time to time, to the City and District; and (2) notify the City or District officer of the number of entrants within a permit-required confined space and any change(s) in the physical conditions within a permit-required confined space at the time emergency assistance and response services are requested.

L. GENERAL PARAGRAPHS

1. Indemnification and Hold Harmless

a. The Subscriber shall protect, defend, indemnify, and save harmless the City and District, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Subscriber. The Subscriber agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose the Subscriber, by mutual negotiation, hereby waives, as respects the City and District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

2. Insurance; Risk of Loss

The Subscriber, City and District shall maintain insurance that is sufficient to protect the other Party against all applicable risks pursuant to this Agreement as set forth in Attachment C. The Subscriber, City and District will provide the other Party with certificates of insurance and other supporting materials as the Subscriber, City and/or District reasonably may request to evidence a Party's continuing compliance with this section K(2).

3. Assignment.

Subscriber may assign any of the benefits or liabilities of this Agreement to any of its affiliates or other wholly or partially-owned subsidiaries of Subscriber without City or District's consent. Subscriber may, without seeking consent, assign this Agreement to an entity acquiring substantially all the assets of Subscriber, Subscriber's business unit, or a Subscriber affiliate. Neither City and/or District can assign the responsibilities of this Agreement without the prior written consent of Subscriber. The Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns. This Agreement is intended for the sole benefit of the parties hereto (including those other agencies specifically identified herein) and no third party shall benefit thereby.

4. Discrimination and Compliance with Laws.

- a. The Subscriber, City and District agree not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- b. The Subscriber, City and District shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code and District policy.
- c. Violation of this section K (4) shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Subscriber or City.

5. Governing Law

The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Subscriber, City and District irrevocably consent to the exclusive personal jurisdiction and venue of the state court located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

6. Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City, District, and the Subscriber agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

7. Nonwaiver

Any failure by either party to enforce strict performance of any provision of the Agreement will not constitute a waiver of such party's right to subsequently enforce such provision or any other provision of the Agreement.

8. Legal Fees

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. Counterparts

The Agreement may be signed in counterparts (including without limitation, electronically), each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

10. Captions

The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

11. Extent of Agreement/Modification

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided that the prior agreement and the term thereof is hereby retroactively terminated as of the Commencement Date. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to by:

Party	City of Longview "City"	Nippon Dnyawave Packaging Co. "Subscriber"
Signature		DocuSigned by: <i>Brian Wood</i> 75C46FE764F2468...
Print		Brian Wood
Title	City Manager	Director of Support Services
Party	City of Longview "City"	
Signature		
Print	Tiffany Ostreim	
Title	City Clerk	
Party	City of Longview "City"	
Signature	<i>Charlotte Archer</i>	
Print	Charlotte Archer	
Title	City Attorney	
Party	Cowlitz 2 Fire & Rescue "District"	
Signature	Signed by: <i>Scott Goldstein</i> FASFDAS97CEP452...	
Print	Scott Goldstein	
Title	Fire Chief	

Exhibit A
Fee Schedule

Annual Fee Schedule:

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Base Fee	\$ 278,815.88	\$ 278,815.88	\$ 287,180.36	\$ 295,795.77	\$ 304,669.65	\$ 313,809.73	\$ 323,224.03	\$ 332,920.75	\$ 342,908.37	\$ 353,195.62
Escalator		\$ 8,364.48	\$ 8,615.42	\$ 8,873.87	\$ 9,140.09	\$ 9,414.29	\$ 9,696.72	\$ 9,987.62	\$ 10,287.25	\$ 10,595.87
Total	\$ 278,815.88	\$ 287,180.36	\$ 295,795.77	\$ 304,669.65	\$ 313,809.73	\$ 323,224.03	\$ 332,920.75	\$ 342,908.37	\$ 353,195.62	\$ 363,791.49
Fee to City of Longview	\$ 139,407.94	\$ 143,590.18	\$ 147,897.89	\$ 152,334.82	\$ 156,904.87	\$ 161,612.01	\$ 166,460.37	\$ 171,454.18	\$ 176,597.81	\$ 181,895.74
Fee to Cowlitz 2	\$ 139,407.94	\$ 143,590.18	\$ 147,897.89	\$ 152,334.82	\$ 156,904.87	\$ 161,612.01	\$ 166,460.37	\$ 171,454.18	\$ 176,597.81	\$ 181,895.74

Escalator is 3% of the past year's fee beginning in 2025.

As per the Addendum to the Agreement for Fire and Emergencies Services signed by all parties in October 2023. The difference between the fee outlined in the extension and the 2024 fee outlined above will be paid to the District and the City by the Subscriber.

Attachment B
Insurance Requirements

The Subscriber shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. The cost of such insurance shall be paid by the Subscriber. Insurance shall meet or exceed the following unless otherwise approved by the City or District.

1) Minimum Insurance

- a) Commercial General Liability coverage with limits not less than \$ 1,000,000 per occurrence / \$ 2,000,000 annual aggregate,
- b) Stop/Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease,
- c) Business Automobile Liability coverage with limits not less than \$ 1,000,000 per accident for any auto,
- d) Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington

2) Self-Insured Retentions

- a) Self-insured retentions must be declared to and approved by the City and District.

3) Other Provisions

Commercial General Liability policies shall be endorsed to:

- a) Include the City and District, its officials, employees, and volunteers as insureds,
- b) Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City and District,
- c) Each Insurance policy shall provide that coverage shall not be cancelled except after thirty (3) days' written notice has been given to the City and District.

4) Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City and District

Verification of Coverage

Subscriber shall furnish the City and District with certificates of insurance required by this clause. The certificates are to be received and approved by the City and District before work commences. The City and District reserve the right to require completed, certified copies of all insurance policies at any time.

5) Subcontractors

Subscriber, City, and District shall require subcontractors to provide coverage which complies with the requirements stated herein.



City of Longview

Agenda Summary

RESOLUTION 2539 - RAISES THE UTILITY RATE REDUCTION PROGRAM ANNUAL AGGREGATE REDUCTIONS TO APPROXIMATELY \$320,000.00

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2539

COUNCIL INITIATIVE ADDRESSED:

Continue effective financial management.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City Council has established a utility rate reduction program for low-income senior citizens and low-income disabled citizens of the City. In years past, several program participants have received modest annual increases in income that, in many instances, may have caused them to exceed the limit in effect, and therefore could have resulted in some of the participants losing the rate reduction benefit. These increases in income are largely the result of inflationary increases granted by the Social Security Administration.

Historically, low-income seniors and disabled citizens participating in the utility rate-relief program have utility services established in their name and reside in single-family households. In addition to increasing the income limits for low-income seniors and low-income disabled citizens, Resolution No. 2539 also provides utility rate relief for transitional housing providers.

FINANCIAL SUMMARY:

Resolution 2539 raises the maximum aggregated total relief provided to Longview citizen from \$220,000 to \$320,000.

STAFF CONTACT:

Chris Collins, Public Works Director/ Assistant City Manager

Attachments:

1. Resolution 2539-2025 Utility Rate Reduction Program
2. Utility Rate Reduction Program

RESOLUTION NO. 2539

A RESOLUTION PROVIDING FOR REDUCED RATES TO BE CHARGED TO LOW-INCOME SENIOR CITIZENS AND LOW-INCOME DISABLED CITIZENS FOR SANITARY SEWER SERVICE AND GARBAGE COLLECTION AND AN EXEMPTION FROM STORM WATER UTILITIES, INCLUDING LOW-INCOME AND DISABLED CITIZENS IN TRANSITIONAL HOUSING AND LIMITING THE ANNUAL AGGREGATE OF SUCH REDUCTIONS TO APPROXIMATELY \$320,000.00 PER CALENDAR YEAR AND REPEALING RESOLUTION NO. 2509.

WHEREAS, RCW 74.38.070 provides that cities may provide utility services at reduced rates for low income senior citizens or low income disabled citizens; and

WHEREAS, the City Council of the City of Longview recognizes the financial hardships placed upon low-income senior citizens and low-income disabled citizens as a result of the increasing costs of necessary utility services provided by the City to all of its citizens; and

WHEREAS, the City Council is also cognizant of the financial hardship placed on low-income and disabled transitional housing providers that provide living quarters free of rent;

WHEREAS, it is the desire of the City Council to provide for reduced rates to such low-income citizens for sewer, garbage collection and storm water utility services;

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

1. Definitions:

- (a) The term "low-income senior citizen" means a person who is sixty-two (62) years of age or older and whose total income, including that of his or her spouse or co-tenant(s), does not exceed the income limits as shown in the attached table. [The very low (50%) income limits for Cowlitz County established under the Housing and Urban Development Income Limits Documentation System.]
- (b) The term "low-income disabled citizen" means (i) a person qualifying for special parking privileges under RCW 46.19.010, (ii) a blind person as defined in RCW 74.18.020, or (iii) a disabled, handicapped or

incapacitated person as defined under any other state or federal program, and whose total income, including that of his or her spouse or co-tenant(s), does not exceed the income limits as shown in the attached table. [The very low (50%) income limits for Cowlitz County established under the Housing and Urban Development Income Limits Documentation System.]

- (c) The term "income", or "total income", means salary, wages, interest, dividends, and other earnings which are reportable for federal income tax purposes, and cash payments such as reimbursements received from pensions, annuities, social security, and public assistance programs. It includes any contributions received from any family member or other person who is domiciled in the same residence as the applicant for reduced utility rates hereunder and who is helping defray such applicant's living costs.

2. Reduced Rates For Low-Income Senior Citizens And Low-Income Disabled Citizens:

Any low-income senior citizen or low-income disabled citizen who receives sanitary sewer, garbage collection and/or storm water utility service from the City of Longview shall be entitled to receive such sanitary sewer service, garbage collection and/or storm water sewer service at the following reduced rates:

- (a) Sanitary Sewer Service:

A reduction, not to exceed fifty percent (50%) of the base residential rate may be allowed.

- (b) Garbage Collection Service:

A reduction, not to exceed fifty percent (50%) of the single-family dwelling residential rate for once per week garbage collection and recycling service may be allowed.

- (c) Storm Water Utility Service:

No charge shall be made to those persons whose applications are approved for reduced rates for sanitary sewer and/or garbage collection service.

- (d) Transitional Housing Provider – Sanitary Sewer Service:

In addition, to the reduced rates provided in Section 2 (a) through 2 (c) above, transitional housing providers shall receive a twenty-five percent (25%) reduction on sanitary sewer consumption charges.

3. Applications for Reduced Rates:

Applications for reduced utility rates hereunder shall be made upon forms to be provided by the Finance Department of the City and shall disclose all sources of income as required by such forms. Transitional housing providers are asked to provide income received from grants, contributions, etc. Such applications and the contents thereof shall remain confidential to the extent permitted by law. Any person who is aggrieved by the denial of reduced utility rates as herein provided may appeal such denial to the City Manager, whose decision with respect thereto shall be final.

4. Disqualification for Reductions:

An applicant who ceases to meet the qualifications of the Utility Rate Relief Program as provided in this Resolution shall advise the City of Longview Finance Department within thirty (30) days after having become so disqualified.

5. Annual Reports Required:

All applicants who have been granted reduced utility rates hereunder shall, as a condition of continued entitlement to reduced rates, resubmit every other year, beginning with the odd year, upon forms provided by the Finance Department on verification of their income. To qualify an applicant's income shall remain at or below the levels described in the attached table. Annual reports are not required for transitional housing providers so long as they continue to provide living quarters free of rent.

6. Annual Maximum Amount of Reductions:

No reduction in rates shall be permitted or granted if the effect thereof will be to reduce the aggregate gross income from sanitary sewer service, garbage collection and storm water utility service during any calendar year by more than approximately \$320,000.00

7. Effective Date:

This Resolution shall be in full force and effect from and after January 9th 2024.
BE IT FURTHER RESOLVED that Resolution No. 2509 passed by the
City Council on August 13,2024 is hereby repealed in its entirety on the
date that this Resolution becomes effective.

PASSED AND APPROVED by the City Council of Longview, Washington, and
signed by its Mayor this 9th day of January 2025.

M A Y O R

ATTEST:

City Clerk

FY 2025 Income Limits

Persons in Household	2025 Income Limit	2023 Income Limit
1	31,500	29,550
2	36,000	33,750
3	40,500	37,950
4	45,000	42,150
5+	48,600	45,550

Utility Rate Reduction Program



Overview

- Program limited to low-income seniors and low-income disabled citizens.
- Income limits are updated annually by resolution. Income limits are established by **HUD**, typically provided in April
- Reductions include:
 - **50% (\$19.60)** off Sewer charges
 - **50% (\$9.96)** off Garbage charges
 - **No charge (\$18.65)** for Stormwater
- Total reduction **\$48.21 per month**
- Transitional housing providers receive an additional **25% reduction**.
- Participants must reapply every two years.

Current Participants

- **Participants:** Approximately 400 participants currently
- **Current aggregated limit:** \$220,000
 - Currently we are over the limit by \$20,000
 - Limit has remained unchanged since 2020
- **Program cost per ratepayer:**
 - **Annually:** \$15.38
 - **Monthly:** \$1.28

Recommendation

- Approve **Resolution 2539** to increase the maximum aggregated limit to \$320,000. This would potentially allow for **550** rate payers to receive assistance.
- Updated program cost per ratepayer:
 - **Annually:** \$22.37
 - **Monthly:** \$1.86
- Rationale:
 - Reflects rising income limits and rates.
 - Addresses inflationary impacts.
 - Ensures the program continues to meet community needs.

Questions?

Thank you



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:

FIRST HALF DECEMBER 2024 ACCOUNTS PAYABLE: \$2,583,364.14

SECOND HALF DECEMBER 2024 ACCOUNTS PAYABLE: \$2,933,431.27

FIRST HALF DECEMBER 2024 PAYROLL:

\$4,023.86, checks

\$1,013,150.22, direct deposits

\$746,616.05, wire transfers

\$1,763,790.13 Total

SECOND HALF DECEMBER 2024 PAYROLL:

\$428,896.24, checks

\$914,646.22, direct deposits

\$847,850.06, wire transfers

\$2,191,392.52 Total

STAFF CONTACT:

Lindy Kennedy, Accountant

Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

2025 AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE 2025 AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE

Council Strategic Initiative Addressed:

Continue effective financial management

Summary Statement:

The City provides indigent services to individuals who have been certified for representation in criminal charges before the Longview Municipal Court. The city currently contracts with five attorneys of Longview Municipal Defense, PLLC to perform these services.

Under the terms of the 2025 contract, the City will pay \$68,833.37 per month. This represents a \$3,833.37 per month increase. The compensation amount represents the salary and benefits necessary to provide five attorneys and two administrative staff devoted to public defense for the City each of whom is fully qualified to each be assigned 400 criminal cases per year for a total of 2000 cases per year for the year 2005. The City may withhold from monthly payments \$375.00 per case that Attorney's are unable to accept.

Attachments:

1. 2025 public defense contract amendment signed

**CITY OF LONGVIEW
2025 AMENDMENT TO CONTRACT
FOR INDIGENT DEFENSE SERVICES**

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

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

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

WHEREAS, the City has seen a significant increase in its overall criminal case load and accordingly requires additional defense attorneys for indigent defendants facing possession or use charges; and

WHEREAS, the City wishes to continue its relationship with Attorneys; and

WHEREAS, the City anticipates needing defense services for approximately 2000 cases during 2025;

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

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

Effective January 1, 2025, the City shall pay to the Attorneys for services rendered under the Agreement Sixty-Eight Thousand Eight Hundred Thirty Three Dollars and Thirty Seven Cents (\$68,833.37) per month. The compensation amount represents the salary and benefits necessary to provide **five (5)** attorneys and **two (2)** **administrative staff** devoted to public defense for the City each of whom is fully qualified to each be assigned 400 criminal cases per year and, as supplemented in Section 2.3 of the Agreement, all infrastructure, support, and systems necessary to comply with the Standards. Attorneys agree to accept **2000** cases per year for the year 2025.

In the event that Attorneys are unable to take the full **2000** contracted cases due to loss of staff or other event such that City is required to find other sources of indigent defense representation, The City may withhold from monthly payments \$375.00 per case that Attorneys are unable to accept.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2025.

CITY OF LONGVIEW

By: _____
Jim Duscha, Interim City Manager

By: _____
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By:  _____
Charlotte Archer, Interim City Attorney

LONGVIEW MUNICIPAL DEFENSE, PLLC

ATTORNEY:  _____
Mayrie Grimm



City of Longview

Agenda Summary

PROJECT COMPLETION – BEECH ST AND 30TH AVE BUFFERED BIKE LANES PROJECT

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE BEECH ST AND 30TH AVE BUFFERED BIKE LANES PROJECT

COUNCIL INITIATIVE ADDRESSED:

Improve transportation systems.

Improve streets and roads.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Beech St and 30th Ave Buffered Bike Lanes project has been completed in accordance with the plans and specifications under Contract No. 24-C114-T entered into between the City of Longview and Tieton Construction, LLC. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Morgan Palmer, Project Engineer

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION – COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH AVE

COUNCIL INITIATIVE ADDRESSED:

Improve transportation systems

Improve streets and roads

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Complete Streets Program – Hudson St and 30th Ave has been completed in accordance with the plans and specifications under Contract No. 24-C116-R entered into between the City of Longview and Specialized Pavement Marking LLC. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Morgan Palmer, Project Engineer

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION – DOWNTOWN RECTANGULAR RAPID FLASHING BEACONS

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE DOWNTOWN RECTANGULAR RAPID FLASHING BEACONS

COUNCIL INITIATIVE ADDRESSED:

Improve transportation systems

Improve streets and roads

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Downtown Rectangular Rapid Flashing Beacons has been completed in accordance with the plans and specifications under Contract No. 23-C118-R entered into between the City of Longview and Midway Underground. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Levi Lindeman, Project Engineer

Attachments: None



City of Longview

Agenda Summary

RESOLUTION 2534 -AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY REGARDING EVENT CENTER PROPERTY EXCHANGE

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2534

COUNCIL INITIATIVE ADDRESSED:

Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

In 2019, the City of Longview (City) and Cowlitz County (County) entered into an Interlocal Agreement for the conveyance of certain real property (Parcel 1) located in the City of Longview. The agreement required that a Certificate of Occupancy for a hotel or motel be issued by February 14, 2026. If the Certificate of Occupancy is not issued by that date, the property would revert to County ownership.

The City and County now desire to extend the reversion date to **February 14, 2031**, to allow for additional time for the property development. The proposed **First Amendment to the Interlocal Agreement** formalizes this extension and ensures the continuation of the agreement's terms and conditions.

The proposed resolution authorizes the City Manager to execute the First Amendment to the Interlocal Agreement with Cowlitz County, extending the reversion date to February 14, 2031. This extension provides the City and potential developers additional time to complete the construction of a hotel or motel on the property.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. Res 2534 Interlocal Amendment
2. Amendment_Interlocal_Agreement_Event_Center_Property_Exchange_between_City_of_Longview_Cowlitz County

RESOLUTION NO. 2534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING THE EVENT CENTER PROPERTY EXCHANGE BETWEEN THE CITY OF LONGVIEW AND COWLITZ COUNTY.

WHEREAS, the City of Longview ("City") and Cowlitz County ("County") entered into an Interlocal Agreement in 2019 regarding the conveyance of certain real property described in Exhibit A of the Agreement; and

WHEREAS, the Interlocal Agreement requires a Certificate of Occupancy for a hotel or motel to be issued on the property by February 14, 2026, or the property would revert to the County; and

WHEREAS, the City and County now desire to extend the reversion date to February 14, 2031, by amending the Interlocal Agreement through a First Amendment; and

WHEREAS, it is in the best interest of the City and the public to approve and execute this First Amendment to extend the reversion date; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AS FOLLOWS:

Section 1. The City Council hereby approves the First Amendment to the Interlocal Agreement between the City of Longview and Cowlitz County, as presented.

Section 2. The City Council authorizes the City Manager, or their designee, to sign and execute the First Amendment to the Interlocal Agreement on behalf of the City of Longview.

Section 3. This Resolution shall take effect immediately upon its adoption.

Section 4. The 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 9th day of January 2025.

M A Y O R

ATTEST:

City Clerk

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT REGARDING
EVENT CENTER PROPERTY EXCHANGE BETWEEN
THE CITY OF LONGVIEW AND
COWLITZ COUNTY**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (First Amendment), was made and entered into this 26 day of November, 2024 (the “Effective Date”) by and between THE CITY OF LONGVIEW, a Washington municipal corporation (hereinafter “CITY”) and COWLITZ COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”), jointly hereinafter referred to as the “parties.”

WITNESSETH:

WHEREAS, the COUNTY was owner in fee simple of a certain parcel of real property situated within the City of Longview and legally described in Exhibit ‘A’ of a 2019 Interlocal Agreement between COUNTY and CITY, incorporated therein by reference as ‘Parcel 1’; and

WHEREAS, COUNTY conveyed Parcel 1 to CITY by Quit Claim Deed, and referenced in a portion of Section 3 of the Interlocal, and expressly stated within the Deed, as follows:

“...if a Certificate of Occupancy for complete of a hotel or motel ... has not been issued by February 14, 2026, that all rights herein shall revert to [COUNTY].”, and

WHEREAS, COUNTY and CITY now seek to amend and re-record the instrument of conveyance for Parcel 1 and to amend the right of reversion therein to February 14, 2031; and

WHEREAS, Section 9 of the Interlocal Agreement requires that any modification or amendment of the terms of the Agreement be “executed with the same formalities” as with the adoptions of the original Agreement; and

WHEREAS, COUNTY and CITY wish to extend the effective date of the right of reversion to February 14, 2031 by executing this First Amendment to the Interlocal Agreement, as well as recording or re-recording the implementing conveyance document(s) for Parcel 1, the same being in the best interests of the public;

NOW THEREFORE, in consideration of the facts and recitals set forth above, which are adopted herein and made a part of this First Amendment, and made pursuant to RCW 39.34 (Interlocal Cooperation Act), and which have been tendered with good and adequate consideration for the obligations set forth hereunder, the parties agree as follows:

1. Amendment. A portion of Section 3 of the Interlocal Agreement is hereby amended to read:

In addition, the following language be inserted into the deed by which the County transfers the property to the City:

If a Certificate of Occupancy for the construction of a hotel or motel on the Property has not been issued by the City of Longview by February 14, 2031, the Property shall revert to Grantee. This right of reversion shall run with the land and bind Grantees successors and assigns.

2. No Further Changes or Modifications. Except as otherwise specifically provided in this First Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.
3. Execution. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.
4. Filing. As provided by RCW 39.34.040, this First Amendment shall be filed prior to its entry in force with the Cowlitz County Auditor, or, alternatively, listed by subject on the respective website of COUNTY and CITY.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the above-indicated date:

CITY OF LONGVIEW, WASHINGTON

BOARD OF COMMISSIONERS
COWLITZ COUNTY, WASHINGTON

James Dusha, Interim City Manager

Signed by:
Richard Dahl
Richard Dahl, Chair

City Clerk

DocuSigned by:
Arne Mortensen
Arne Mortensen, Commissioner

Approved as to form:

DocuSigned by:
Dennis Weber
Dennis Weber, Commissioner

City Attorney

Signed by:
Kelly Grayson
Kelly Grayson, Clerk of Board



Approved as to form:

Civil Deputy Prosecuting Attorney



City of Longview

Agenda Summary

RESOLUTION 2540 -AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BALDWIN LEGAL SERVICES PLCC TO PROVIDE LEGAL SERVICES IN AID OF PROSECUTION AND RELATED ACTIVITIES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2540

COUNCIL INITIATIVE ADDRESSED:

Enhance public safety and emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City of Longview legal department is very small with a large workload. This agreement provides for prosecution aid during times when department staff are out on leave. Current staff capacity is not able to accommodate protected extended leave without this supplemental support.

STAFF CONTACT:

Nicole Knowles, Senior Asst. City Attorney

Attachments:

1. Res 2540_PSA Baldwin Legal Services (aid with prosecution)
2. RES 2540 Baldwin Legal Services PSA_2024

RESOLUTION NO. 2540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BALDWIN LEGAL SERVICES, PLLC TO PROVIDE LEGAL SERVICES IN AID OF PROSECUTION AND RELATED ACTIVITIES.

WHEREAS, The City of Longview has the responsibility to effectively enforce the laws of the City and prosecute criminal cases under the jurisdiction of its municipal courts; and

WHEREAS, the City of Longview has identified a need for professional legal services to aid with the prosecution of cases and related legal matters, which may include but are not limited to case preparation, trial support, legal research, and legal representation in certain municipal court matters; and

WHEREAS, The City of Longview has determined that contracting with a qualified professional services provider is the most effective and efficient way to fulfill this need, and the City has negotiated a proposed Professional Services Agreement (the "Agreement") with Baldwin Legal Services, PLLC, a qualified firm with expertise in legal services related to prosecution; and

WHEREAS, the City Council finds that entering into the Agreement with Baldwin Legal Services, PLLC is in the best interests of the City and its residents;

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

Section 1. The City Manager is hereby directed and authorized to enter into this agreement with Baldwin Legal Services, PLLC, to provide legal services in aid of prosecution and related activities.

Section 2. The agreement outlines the terms and conditions under which the City of Longview and Baldwin Legal Services will deliver services, including but not limited to, case preparation, trial support, legal research, and legal representation in certain municipal court matters.

Section 3. The City Manager is further authorized to execute the Agreement and any necessary amendments or documents to carry out the intent of this resolution, in coordination with the Baldwin Legal Services, PLLC.

Section 4. The agreement is provided as ATTACHMENT A and forming a part of this Resolution.

Section 5. This resolution shall take effect January 6th, 2025.

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 9th day of January 2025.

M A Y O R

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON ("CITY") AND **BALDWIN LEGAL SERVICES, PLLC.** ("CONTRACTOR")

1. SERVICES BY CONTRACTOR

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. **Modification.** The City periodically may make changes to the services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor's compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The City shall pay the Contractor for such services: (Check One)
- () Hourly: _____ per hour, plus actual expenses, but not more than a total of _____.
- () Fixed Sum: A total amount of: _____.
- (X) Other: \$10,000 per month for coverage of one half of the prosecution of the City indigent case load; \$1,000 per day for trials, for all services performed, and expenses incurred under this agreement. For the partial month of January 2025 the contract shall be paid a pro-rated amount based on coverage for the total number of business days in the month. Any future months that are pro-rated will also be based on total number of business days in the month. For example, February will be a twenty (20) day month and March will be a twenty-one (21) day month.
- B. Absences: The parties to the contract shall make best efforts to cover dockets of the others as needed. The City acknowledges that Baldwin Legal Services will not cover dockets on pre-arranged time off as agreed upon by the parties.
- C. Conflicts: Both parties acknowledge legal conflicts will occur from time to time. Conflicted cases will be moved freely between the City and the Contractor as needed.
- D. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the City, along with monthly invoices in a format acceptable

to the City for work performed to the date of the invoice. The invoice will describe (a) the services performed; and (b) the number and date of trial days performing the services.

- E. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- F. The Contractor shall keep cost records and accounts pertaining to the Agreement available for inspection by the City's representatives for three (3) years after final payment. Copies shall be made available on request.
- G. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.
- H. Contractor shall present no charges for time or expenses for travel to Longview City Hall or any other location where a hearing may be held.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- A. **Term.** This Agreement shall remain in effect until either party terminates the Agreement as provided herein.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon fourteen days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.

- C. **Noninterference with business.** During the course of the Contractor's performance of the services for the City and for a period of twelve (12) months after the completion of such services, the Contractor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent contractor to sever that person's relationship with the City.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or his/her designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the

provision of this article, all such fees, expenses, and costs shall be recoverable from the City.

- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks, as set forth in Attachment B. The Contractor will cause the indemnified parties, as described in Section 7 above, to be named as additional insureds on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Contractor will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence Contractor's continuing compliance with this Section 8. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Contractor's possession or control that is caused by the Contractor. In the event of any such loss or damage, the Contractor will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

9. INDEPENDENT CONTRACTOR

- A. **Nature of Relationship.** The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the City) in the performance of the services for the City. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership, or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the City. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner. Since the Contractor will not be an employee of the City, the Contractor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents, or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and or his/her/its agents, servants, or employees are not

eligible to recover worker's compensation benefits from or through the City in the event of injury.

- B. Contractor Responsible for Business License, Taxes and Records.** The contractor shall obtain a Longview Business License prior to commencing any work under this Agreement. The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under the Agreement. No part of the Contractor's payment will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The City will regularly report amounts paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

10. SUBLETTING OR ASSIGNING AGREEMENT

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

11. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.

12. GENERAL PROVISIONS

- A. Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- E. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows:

CITY: Nicole Knowles, Senior Assistant City Attorney
City of Longview
1525 Broadway
Longview, WA 98632

CONTRACTOR: Baldwin Legal Services, PLLC
1338 Commerce Ave. STE 101
Longview, WA 98632

- F. **Legal Fees.** In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs, and expenses. The venue for any dispute related to this Agreement shall be Cowlitz County, Washington.
- G. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- H. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

INWITNESS WHEREOF, the parties have executed this Agreement as of January _____, 2025.

CONTRACTOR

CITY OF LONGVIEW

By: _____

By: _____

Baldwin Firm
Attorney-at-Law

Jim Duscha
City Manager

Tax ID#: _____

Approved as to form:

By: _____
Charlotte Archer
City Attorney

ATTACHMENT A SERVICES & COMPENSATION

1. The Services

1.1 General Description

Contractor will be providing prosecution services on behalf of the City of Longview in Cowlitz County District Court. Contractor is providing services during the absence of the regularly employed Assistant City Attorney

In particular ,services shall include the following:

Contractor shall be responsible for conducting criminal litigation for misdemeanor and gross misdemeanor offenses in the City of Longview. Specific duties could include: court appearances; docket coverage as needed; trial work; conducting legal research; advising internal City departments on a variety of legal issues; and reviewing outstanding warrants to determine appropriate action.

Contractor will be responsible for handling approximately a third of the caseload as far as reviewing cases, making offers, and negotiating resolutions with defense. Docket coverage will be split with City employees.

As of January 6, 2025 docket coverage is needed specifically as follows:

- Wednesday 1:00 pm In-Custody/Mandatory Dockets
- Thursday 9:00 am Readiness dockets
- Thursday 10:00 am Pretrial dockets
- Friday 11:00 am Plea dockets
- Friday 1:00 pm In-Custody/Mandatory Dockets

The volume of case coverage the schedule of docket coverage is subject to change as schedule needs of City employees arises. Changes in docket coverage schedule shall be by agreement of the parties.

1.2 Schedule

Contractor will begin providing services on January 6, 2025 and will complete services upon return of the Assistant City Attorney that is on medical leave or until either party terminates the Agreement as provided herein.

1.3 Designated Personnel

Contractor's main point of contact at the City will be Nicole Knowles, Senior Assistant City Attorney, or such other personnel as City may designate from time to time.

2. Compensation

2.1 Amount and Basis

Contractor will submit an invoice to the City for services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the services performed; (b) the number of hours expended performing the services; and (c) any reimbursable expenses. Contractor will furnish such receipts, documents, and other supporting materials as City reasonably may request to verify the content of any invoice.

ATTACHMENT “B”

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence /\$2,000,000 annual aggregate,
2. Stop/Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions.

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees, and volunteers as insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days’ written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.



City of Longview

Agenda Summary

SET PUBLIC HEARING – 2025-2030 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

MOTION TO SET THE CITY COUNCIL MEETING ON FEBRUARY 13, 2025, AS THE DATE AND TIME FOR A PUBLIC HEARING ON THE 2025-2030 SIX-YEAR TIP/POP AMENDMENT

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems.

SUMMARY STATEMENT:

State law requires that each city update its Six-Year Transportation Improvement Program (TIP) annually and file a copy of the adopted program with the Secretary of Transportation.

Federal law also requires transit agencies receiving Federal Transit Administration (FTA) funding to prepare a Program of Projects (POP) identifying the projects to be funded with FTA funding, and to conduct a public hearing and outreach process prior to adopting the POP. The TIP includes FTA funded projects and meets the requirements of the POP.

After adoption, the TIP/POP can be subsequently amended to include new projects and funding sources.

Copies of the draft TIP/POP will be distributed to the city council at least one week prior to the public hearing.

STAFF CONTACT:

Chris Collins, Public Works Director

Attachments: None



City of Longview

Agenda Summary

COUNCIL SUPPORT FOR FEDERAL AID PROJECT - SYSTEMIC PEDESTRIAN CROSSING IMPROVEMENTS PROJECT

RECOMMENDED ACTION:

AUTHORIZE MAYOR BOUDREAU TO SIGN PAGE 3 OF THE PROSPECTUS FORM TO WSDOT FOR PRELIMINARY ENGINEERING PHASE OF THIS PROJECT

COUNCIL INITIATIVE ADDRESSED:

Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

In September 2022, the City was awarded Federal Funding for a project titled Systemic Pedestrian Crossing Improvements. This project aims at increasing pedestrian, cyclist, and driver safety along several key corridors identified in the 2022 City Safety Selections. The improvements include one or several of the following treatments: install RRFB's, Median Island, Radar Speed Signs, Lighting, crosswalks, traffic signal upgrades, ADA ramps, pavement markings and any other features to enhance safety and accessibility. The recommended locations for improvements include:

1. Rectangular Rapid Flashing Beacons:
 - a. 7th Ave and Broadway St
 - b. 7th Ave and Florida St
 - c. Kessler Blvd and Hemlock St
 - d. Nichols Blvd and Maple St

2. Curb Extensions:
 - a. Nichols Blvd and Florida St
 - b. Nichols Blvd and Kentucky St (RA Long Blvd)
 - c. Nichols Blvd and 17th Ave
 - d. Nichols Blvd and 23rd Ave

3. Traffic signal upgrades:
 - a. Nichols Blvd and Louisiana St/ Lilac St/ Magnolia St

In order to receive the Federal funding, staff works with WSDOT who authorizes spending of the federal funding for each phase of the project. At each phase, the City must submit a Project Prospectus form, which details the project scope and budget. Staff are wishing to submit the package for the first phase: preliminary engineering. The form requires Mayor review to ensure the project meets the agency's comprehensive plan for community development.

FINANCIAL SUMMARY:

The project is eligible for 100% Federal funding, for all phases authorized prior to April 30, 2026.

STAFF CONTACT:

Chris Collins, Public Works Director/ Assistant City Manager

Attachments:

1. Prospectus Systemic Pedestrian project



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	12/19/2024
Federal Aid Project Number	HSIP			DUNS Number	141152996
Local Agency Project Number	TBD	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001367

Agency City of Longview		CA Agency ☒ Yes ☐ No	Federal Program Title ☐ 20.205 ☐ Other		
Project Title Systemic Pedestrian Crossing Improvements		Start Latitude N46.144610 End Latitude N46.127918		Start Longitude W-122.952742 End Longitude W-122.944673	
Project Termini From-To Varies		Varies		Nearest City Name Longview	
				Project Zip Code (+4) 98632-3532	
Begin Mile Post Varies	End Mile Post Varies	Length of Project Varies		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID Varies	Begin Mile Point Varies	End Mile Point Varies	City Number 0695	County Number 91-6001367	County Name Cowlitz
WSDOT Region Southwest Region		Legislative District(s) 19		Congressional District(s) 3	
				Urban Area Number 9	

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 200,000	\$ 0	\$ 200,000	01	2025
R/W	\$ 0	\$ 0	\$ 0	N/A	
Const.	\$ 1,543,000	\$ 0	\$ 1,543,000	05	2025
Total	\$ 1,743,000	\$ 0	\$ 1,743,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies, 40' to 50'	Number of Lanes 2
-------------------------------------	----------------------

Existing Nichols Blvd, Kessler Blvd, and 7th Ave with deficiencies for bikes and pedestrians.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Install RRFB's, Median Island, Radar Speed Signs, Lighting, crosswalks, traffic signal upgrades, ADA ramps, pavement markings and any other features to enhance safety and accessibility.

Local Agency Contact Person Morgan Palmer		Title Senior Engineer		Phone 360-442-5205	
Mailing Address PO Box 128		City Longview		State WA	Zip Code 98632
Project Prospectus	By _____ Approving Authority				
	Title City Engineer				Date 12/23/24

Agency City of Longview	Project Title Systemic Pedestrian Crossing Improvements	Date 12/19/2024
----------------------------	--	--------------------

Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|---|---|--------------------------------|
| ☐ New Construction | ☐ Path / Trail | ☐ 3-R |
| ☐ Reconstruction | ☒ Pedestrian / Facilities | ☐ 2-R |
| ☐ Railroad | ☐ Parking | ☐ Other |
| ☐ Bridge | | |

Roadway Width
Varies

Number of Lanes
2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial ☒ Minor Arterial ☐ Collector ☒ Major Collector ☐ Minor Collector ☒ Local Access	☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☒ Major Collector ☐ Minor Collector ☒ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Agency	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 90 %	Agency 10 %

Environmental Classification

- | | |
|--|--|
| ☐ Class I - Environmental Impact Statement (EIS) | ☒ Class II - Categorically Excluded (CE) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement | ☐ Projects Requiring Documentation (Documented CE) |
| ☐ Class III - Environmental Assessment (EA) | |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

None

Agency City of Longview	Project Title Systemic Pedestrian Crossing Improvements	Date 12/19/2024
----------------------------	--	--------------------

Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required
---	--	--

Utilities

☒ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☒ Yes ☐ No

Remarks

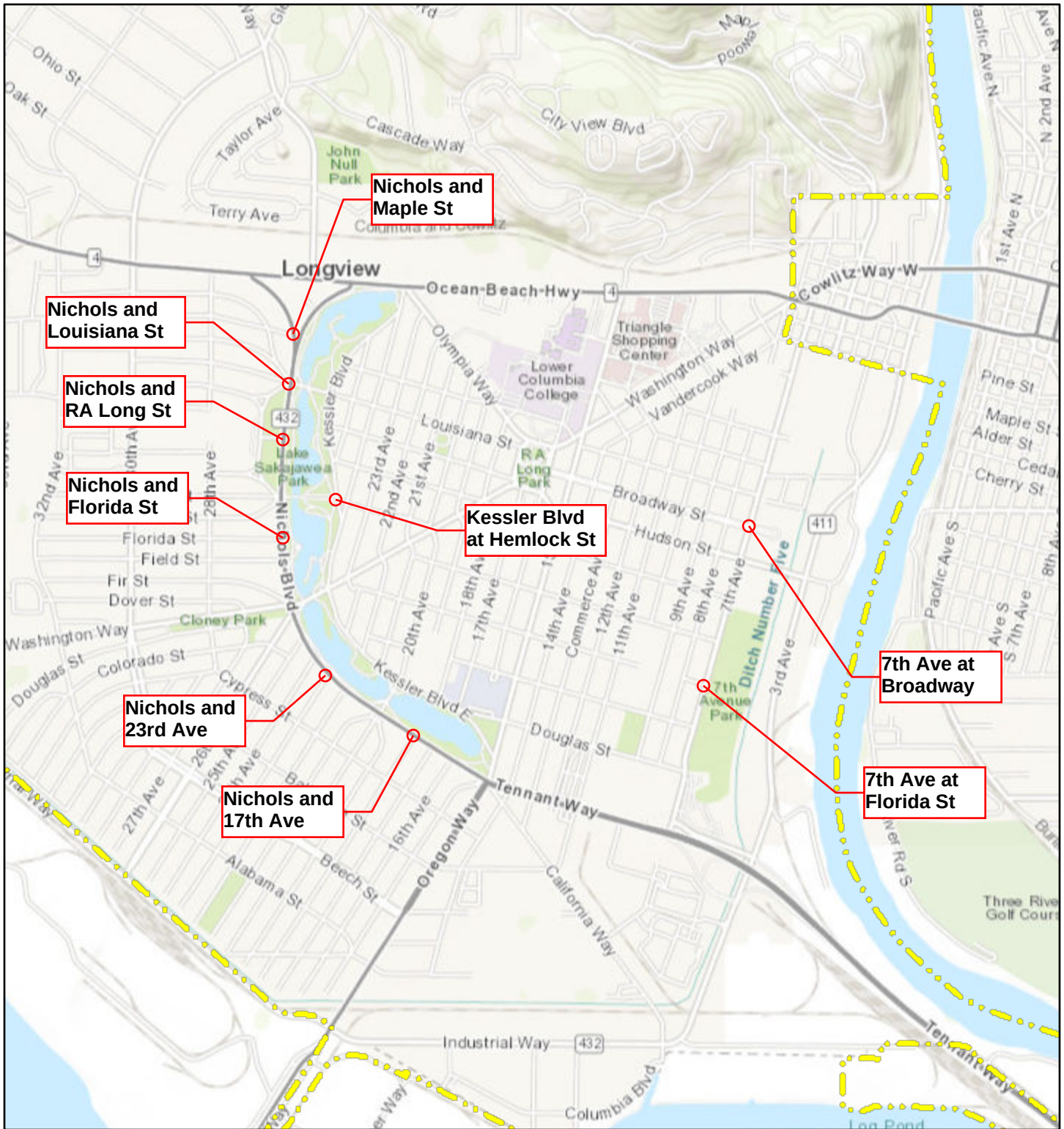
This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Longview

Date 12/19/2024

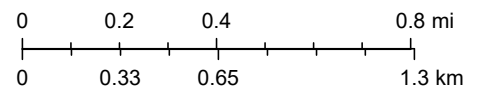
By _____
Mayor/Chairperson

Vicinity Map



12/19/2024, 3:39:00 PM

1:36,112



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of Longview, GIS Section



City of Longview

Agenda Summary

RESOLUTION 2541 - AUTHORIZING THE IMPLEMENTATION OF A CONVENIENCE FEE FOR PAYMENTS MADE TO THE CITY USING DEBIT AND CREDIT CARDS

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2541

COUNCIL INITIATIVE ADDRESSED:

Continue effective financial management.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City council has given direction to collect debit and credit card fee recovery of 3% starting in 2025. This resolution sets policy and implements this direction.

FINANCIAL SUMMARY:

2025 credit and debit card fees are ~\$820,000

STAFF CONTACT:

Chris Collins, Public Works Director/ Assistant City Manager

Attachments:

1. Res 2541 Card Fees

RESOLUTION NO. 2541

A RESOLUTION OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE IMPLEMENTATION OF A CONVENIENCE FEE FOR PAYMENTS MADE TO THE CITY USING DEBIT AND CREDIT CARDS.

WHEREAS, the City of Longview (“City”) is committed to providing its residents with efficient and convenient options for making payments to the City; and

WHEREAS, the City incurs additional costs associated with processing debit and credit card transactions; and

WHEREAS, it is in the City’s interest to recover a portion of these costs through the implementation of a convenience fee; and

WHEREAS, the proposed convenience fee will be set at 3% of the transaction amount for all payments made to the City using debit or credit cards; and

WHEREAS, the convenience fee will not exceed the actual cost incurred by the City for processing such transactions, in compliance with applicable laws and regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AS FOLLOWS:

Section 1. Authorization of Convenience Fee. The City Council hereby authorizes the implementation of a convenience fee of 3% for all payments made to the City using debit or credit cards.

Section 2. Scope of Application. The convenience fee shall apply to all transactions processed using debit or credit cards, including but not limited to payments for utility bills, permits, fines, and other municipal services.

Section 3. Transparency and Notice. The City shall provide clear and conspicuous notice to residents and other payers about the convenience fee before the completion of any debit or credit card transaction.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

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 9th day of January 2025.

ATTEST: _____
City Clerk

M A Y O R



City of Longview

Agenda Summary

LONGVIEW POLICE SUPPORT GUILD COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2027

RECOMMENDED ACTION:

MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2025-2027

DATE: January 9, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On December 16, 2024 the Longview Police Support Guild and the City reached Tentative Agreement on a 2025-2027 Collective Bargaining Agreement. Multiple articles in the contract were opened for review and some language changes to clarify/improve the contract were made.

Longview Police Support Guild notified the City of its 22 member ratification on December 26, 2024. The contract provides for a wage increase as follows:

Effective January 1, 2025: A general wage increase of 4.0% for Cost of Living Adjustment.

Effective January 1, 2026: A general wage increase of 3.0% for Cost of Living Adjustment.

Effective January 1, 2027: A general wage increase of 3.0% for Cost of Living Adjustment.

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

RECOMMENDED ACTION:

Approval of the Longview Police Support Guild Collective Bargaining Agreement for 2025-2027.

STAFF CONTACT:

Sabrina Fraidenburg, Human Resources Director

Attachments:

1. LPSG 2025-2027 CBA FINAL

Labor Agreement
by and between
City of Longview, Washington
and
Longview Police Support Guild (LPSG)
January 1, 2025 - December 31, 2027



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PREAMBLE

This Agreement is entered into by and between the City of Longview, Washington, a political subdivision of the State of Washington, hereinafter referred to as the “Employer” and Longview Police Support Guild, hereinafter referred to as the “Guild”. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences, which may arise and to establish rates of pay, hours of work and other conditions of employment. The parties recognize that the interests of the community and job security for employees depend upon the Employer’s success in establishing proper services to the community.

ARTICLE 1 - NON-DISCRIMINATION

The Employer and the Guild agree that they will not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual’s race, sex, creed, age, national origin, religious belief, marital status, mental or physical disability, or service in the Uniformed Services of the United States.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Guild as the exclusive bargaining representative for all full-time and regular part-time support staff in the City of Longview Police Department excluding supervisors, confidential employees, dispatchers, commissioned officers and all other employees.

2.2 Unless expressly noted in the contract, Articles addressing benefits and paid leave do not pertain to part-time employees until they have completed 18 months of continuous service.

2.3 **Use of Temporary Employees:**

The Employer may utilize temporary employees on a seasonal, cyclic, or short-term basis, or to assist during an unusually high workload. A temporary employee will not work more than 1,000 hours in a calendar year except upon mutual agreement between the City and the Guild. The City will provide the Guild, upon request, with a summary of temporary employment activity within the Department to include the number of temporary employees utilized, their assigned work areas, and cumulative hours worked.

Temporary employees are exempt from the provisions of this contract.

2.4 **Use of Alternative Workers and Non-Bargaining Unit Personnel:**

The City may, in its discretion, make use of various alternative workers i.e. volunteers, offenders, youth programs, senior citizens etc., provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions. Interns and those involved with a work-study program, defined as an individual enrolled in an

accredited college, university or vocational school as evidenced each semester/quarter of enrollment, are exempt from the provisions of this agreement.

Students employed during non-school times such as summer are governed by section 2.3 of this article. Further, interns shall be treated as external candidates when applying for City employment opportunities.

2.5 Use of Project Employees:

The City may employ individuals for long-term but limited duration projects; defined as an assignment that requires more than 1,000 hours of work, spanning up to eighteen consecutive months on a full time basis (avg. of more than 32 hours per week). Project employees shall be eligible for benefits as defined in this agreement except as otherwise mutually agreed by the parties or as provided via grant funding. The term of employment and applicable benefits shall be defined at the time of hire. Such positions shall be represented and will have rights equivalent to that of a probationary employee; they shall not be entitled to bump or displace bargaining unit employees when their project concludes, nor shall they be entitled to seniority rights. Project employees will be hired in accordance with applicable Civil Service Rules.

2.6 Limited Duration Employee:

Limited duration appointments may be made for special studies or projects of uncertain or limited duration, which are subject to the continuation of a grant, contract, award or special funding. Such appointments shall be for a stated period not exceeding two years but may expire earlier.

Limited duration means an employee who is regularly scheduled on a full time or part time basis, who receives benefits and Guild representation per this agreement but is excluded from layoff rights since his/her appointment from the outset is determined to be time, task and work unit limited. New employees appointed under this section will only accrue seniority as follows:

Prior to permanent appointment, all continuous, contiguous service, performing duties consistent with work done by members of a bargaining unit, in temporary status, limited duration or work out of class shall count.

A regular employee appointed to a limited duration appointment shall be reinstated to a position in his/her former classification for purposes of layoff or when the limited duration appointment ends. Regular status employees will continue to accrue seniority as if in their regular assignment. Limited duration appointments shall be made only with the agreement between the Guild and Human Resources.

ARTICLE 3 - GUILD MEMBERSHIP

- 3.1 Guild Activities. Employees shall have the right to form, join and participate in the activities of employee organizations for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of an employee organization. No employees shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his or her exercise of these rights.
- 3.2 Guild deductions: The Guild will notify the employer in writing of its fees, dues and assessments. Upon the written consent of an employee within the bargaining unit, which shall be evidenced by the furnishing of individual authorization cards for payroll deduction signed by each employee, the City shall deduct the amount indicated on the authorization card and shall continue to make the regular deduction until such time as the employee rescinds the request in writing. The City shall deliver this sum monthly to the Guild by the 10th of the following month. If an employee has no compensation earned for the month, or insufficient compensation to cover the dues, no deduction shall be made from the employee's pay for that month.
- 3.3 New Hires. The City agrees to provide the Guild with written notification within thirty (30) days of new hires and separations from the bargaining unit in a manner mutually acceptable to the parties. A meeting with the Guild representative shall be included as part of new employee orientation
- 3.4 The Guild agrees to refrain from making changes in the schedule of dues or fees other than in the month of January. In the event the Guild acts to increase the amount of the payroll deduction for Guild dues, initiation fees or special assessments, the Guild shall notify the City in writing of the amount and desired effective date. The City shall, in turn, request a signature acknowledgment of the notice of the increase from each employee whose position is covered. The Employer is authorized to charge the Guild a fee of \$100.00 in the event the Guild changes fees or assessments more than one time per calendar year. The Guild shall remit the appropriate amount to the Employer by the 15th day of the effective date of the change.
- 3.5 The Guild agrees to defend, indemnify, and hold the Employer harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this section.

ARTICLE 4 - GUILD REPRESENTATIVES AND ACTIVITIES

- 4.1 The Guild shall inform the employer in writing of the names of its officers and stewards who are authorized to represent the Guild. Such information shall be kept up-to-date.
- 4.2 **Access to Workplace:**
After informing and receiving permission from the Department Head, Guild representatives may, during non-work time, visit the work location of employees covered by this Agreement.

Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.

4.3 Bulletin Boards:

The Employer shall provide the Guild with a bulletin board at a reasonable location for its use in communicating to members.

4.4 Release Time:

Employee officers of the Guild or stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the employer for collective bargaining, or disciplinary hearings, and grievance proceedings up to the level of arbitration where such official acted as the employee representative or was otherwise directly involved in the situation, or other legitimate activities as are mutually agreed. Nothing in this Agreement shall be construed to require employees to receive compensation from the employer for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation. Guild officers, employees or business representatives shall not use work hours for solicitation of Guild membership, collection or checking of dues, Guild meetings or other activities relating to the internal business of the Guild.

4.5 Labor/Management Communications:

The parties agree to conduct periodic labor management meetings to discuss issues of mutual concern. Labor Management meetings shall not be in lieu of the Grievance Procedure described in this Agreement. Two Guild members shall be allowed to attend such meetings. Such Employees will be allowed to attend without loss of pay as provided in the aforementioned "release time" section.

4.6 Use of Facilities:

The Guild shall have the right to hold Guild meetings on the premises of the City's facilities at no cost to the Guild. This provision only applies as long as the City does not have a departmental use for the space. In the event that there is a competing City interest to use the space (i.e. SWAT meeting), the Guild will have the ability to re-schedule use of the space at a different time. Guild meetings will typically begin at 4:00 p.m. prior to the records dept. closing. One records person will be required to staff records until 5:00 p.m. Monday through Friday.

ARTICLE 5 - STRIKES AND LOCKOUTS

Guild agents, officers, representatives, and bargaining unit members shall not engage in, acquiesce in, observe or encourage any strike, slowdown, primary picketing, sick-out, sit-down, or other disruption or stoppage of work at any City facility or at any location where City services are performed. If any such activity takes place, the Guild will immediately notify all Guild agents, officers, representatives, and bargaining unit members engaging in such activity to cease and desist, and the Guild shall publicly declare by letter to the City Manager that such activity is in violation of this Agreement and is unauthorized. In the event the Guild fails to fully and faithfully discharge its duties under this

Article, the Employer shall be entitled to recover its losses incurred as a result of activity in violation of this Article. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge and the only matter related to such action, which may be subject to appeal is the question of whether or not the employee engaged in such activity. In kind, there will be no lockout of bargaining unit members by the City.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Subject to the specific provisions of this Agreement, Management retains all rights granted by federal, state or municipal statute to operate and manage the function of the City, to control, direct and schedule its operations and workforce and to make any and all decisions affecting such operation whether or not specifically mentioned herein and whether or not heretofore exercised. The parties recognize the rights of the Employer which include, but are not limited to:

- Select and hire all Employees, and to supervise their work as well as the management of the City's operations;
- Determine the number, locations and types of City operations and services, including the right to move, reduce or discontinue any City operations or services;
- Determine the method, manner and means and standards through which Employees perform their jobs;
- Determine the need for a reduction or an increase in the work force and the implementation of any decision with regards to thereto;
- Introduce new or different technology or automation into the workplace;
- Determine the number of Employees in the bargaining unit and the specific duties and job descriptions of such Employees;
- Establish, modify or change schedules and working hours;
- Organize and reorganize its operations in any manner it chooses;
- Determine the qualifications of Employees, promote, demote, transfer, layoff or recall Employees;
- Allocate and assign work to Employees;
- Determine the need for educational courses, training programs, or on-the-job training, and assign employees to such duties for periods to be determined by the Employer;
- Make and enforce workplace rules and policies, and change any policy, procedure or practices;
- Discipline or discharge Employees and maintain an efficient and orderly work environment; and
- Determine the scope and level of services provided by the City;
- Determine whether City activities or services are appropriately contracted or subcontracted to outside entities or to other City non-bargaining unit employees provided that the Guild is given at least 30 days advance notice of the City's preliminary intent on such matters. If the Guild gives notice within the 30 day period of a desire to bargain, the City agrees to bargain. If no agreement is reached by 60 days from the original notice, the

parties may agree to mediate. If mediation is unsuccessful within 90 days of the original notice, the City may proceed with its contract.

ARTICLE 7 - COMPENSATION/WAGES

7.1 Wages:

7.1.1 Effective January 1, 2025, all salaries shall be increased by four percent (4.0%).

7.1.2 Effective January 1, 2026, all salaries shall be increased by three percent (3%) to employees on the payroll on December 31, 2025

7.1.3 Effective January 1, 2027, all salaries shall be increased by three percent (3%) to employees on the payroll on December 31, 2026.

7.2 The salary step plan shall include a six-step salary structure with one year step increments starting with step “A” and ending with step “F”. Employees shall move from step to step on their regular salary anniversary date.

7.3 Work Out of Classification:

An employee shall be eligible for work out of classification (WOOC) premium of 5% for each hour worked at a higher level when qualified and assigned to perform a significant portion of a majority of the essential job duties as outlined in the job description of a position in a higher classification, subject to the following conditions:

- The individual is formally assigned to perform the work in writing by the employee’s supervisor.
- The assignment receives advance approval of the Police Chief.
- WOOC assignments may only be made to a vacant position (or one that is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment as directed and approved by the Chief or his/her designee.

7.5 Trainer Pay:

Employees assigned to be a training officer shall receive an additional five percent (5%) of base salary, for all hours spent performing training duties.

7.6 Temporary Assignments:

7.6.1 Employees temporarily assigned to work the Police Services Technical/Evidence and Public Disclosure Analyst positions duties shall receive an additional ten percent (10%) of their regular rate of pay for all hours the employee is directed by the Chief or his/her designee to work in that position.

7.6.2 In the absence of the Police Records Supervisor, a PIC (person in charge) will receive five percent (5%) above their regular rate of pay for all hours the Police Records Supervisor is absent after one working day.

ARTICLE 8 - MEDICAL AND INSURANCE BENEFITS

- 8.1 The City agrees to provide long term disability insurance with a 90-day waiting period and \$50,000 life insurance to all full-time employees at no cost. The City also provides Employee Assistance Program coverage at no cost. Employees will also have the option to purchase additional life insurance and to provide coverage for their eligible dependents. Employees and their eligible dependents shall be offered the opportunity to enroll in medical/vision, and dental, insurance coverage. The employer also agrees to notify the Guild of any new insurance or other benefits that become available to the City during the life of this Agreement.
- 8.2 The City, after consultation with the Benefits Committee and the Guild, has complete authority to choose and change the providers of the insurance benefits. The Guild reserves the right to bargain over the impacts of any substantial changes to plan design or benefits levels.
- 8.3 During the term of this Agreement, the City:
- 8.3.1 Effective January 1, 2019 and for the term of this agreement, for all eligible regular employees and eligible dependents, the Employer will pay ninety-five percent (95%) of the premium costs of either the AWC/Regence HSA Qualified High Deductible Health Plan or the Kaiser Permanente Washington HSA Qualified High Deductible Health Plan per Addendum B. Guild employees obtaining Healthcare coverage from the Employer shall select from one of these two plans; no other Healthcare plans will be offered.
- 8.3.2 Effective Jan. 1, 2019, and for the term of this agreement, the City will fund a Health Reimbursement Arrangement (HRA) equivalent to the deductible of the chosen health plan. This HRA fund will be drawn down by any deductible medical expense payments during the calendar year. One-thousand five hundred (\$1,500) for employee only or three thousand (\$3,000) for employee plus dependent(s) of HRA funds minus any claimed deductible expenses for that calendar year will be transferred to the employee's personal VEBA account on or before June 1 of the following year.
- 8.3.4 After the annual HDHP deductible is satisfied, the Employer will pay the employee's and/or their dependents co-insurance amounts of the allowed and covered medical expenses per the SPD, not to exceed the HDHP out-of-pocket maximum.
- 8.3.5 Covered medical expenses per the SPD that exceed the HDHP out-of-pocket maximum, will be paid at one hundred percent (100%) by the HDHP.
- 8.3.6 Claims, billings, refunds, account balances, and HRA transfers to VEBA accounts will be managed by a Third Party Administrator (TPA) selected by the City.
- 8.4 Employees covered by this agreement will be given the option to choose Willamette Dental or Delta Dental Plan F (formerly Washington Dental Service) or Kaiser Dental for dental coverage.

The City will pay eighty percent (80%) of the applicable tiered premium for Dental Insurance (Delta Dental Plan F or Willamette Dental or Kaiser Dental) in each year of the term of this Agreement.

The City will hold an open enrollment period annually to allow employees to make their dental election.

- 8.5 The City will pay one hundred percent (100%) of the premium for Vision Insurance (VSP or Kaiser Vision Rider) to be included under the health plans.
- 8.6 Employees that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$825/month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program. Provided that at no time the number of guild employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than twenty-five percent (25%) of the City's employees from opting out of medical coverage. Example: in 2014 Guild employees represent four percent (4%) of the total City FTE. Twenty-five percent (25%) of this number equals three (3) Guild employees may elect to participate in VEBA. The City will recalculate this number each year based on the employee census on September 30. The Guild president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no new Guild employees will be allowed to elect VEBA until the number of participating Guild employees is below the maximum pro-rated amount.
- 8.7 In the unlikely event that Guild employees exceed their allowed prorated representation in VEBA, the last employee(s) joining may be required to drop their VEBA election and join one of the City sponsored medical plans.
- 8.8 **Benefits Committee:**
The parties agree to participate in a citywide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five (5) non-represented employees (to include management).
- The purposes of the committee shall include:
- To seek ways to control health care expenses.
 - To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.
 - The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action.
- 8.9 **Continuation of Benefits:**
Pursuant to federal law (COBRA), City employees and/or dependents that lose group health care coverage are eligible to continue participation in the group health plan for the time

periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee.

The City will provide medical benefits to eligible part-time employees on a prorated basis according to the number of hours the employee is scheduled to work.

8.10 The City shall reimburse any Guild member for a fitness membership subject to the following provisions:

- The maximum monthly reimbursement shall not exceed twenty dollars (\$20) per month;
- Each participating member must attend the fitness program a minimum of eight (8) times in the preceding month to be eligible for reimbursement.

Reimbursement will be disbursed as an allowance once a receipt for services and verification of attendance is submitted for approval to the supervisor and entered on the time sheet.

8.11 Safety Release

An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour work period and who is scheduled to work a shift in the next twenty-four (24)-hour work period shall be provided at least nine (9) hours off before being required to return to active-duty status.

8.11.1

For the purposes of this section, "required by the City" means:

8.11.1.a

An employee is under subpoena;

8.11.1.b

An employee is involved in an investigation in which the employee is unable to leave work before concluding their investigative duties;

8.11.1.c

An emergency defined as; a sudden, generally unexpected occurrence or staffing shortage demanding immediate action, which must be declared by management

8.11.1.d

An employee is ordered by a supervisor to work;

8.11.1.e

An employee is required to participate in mandatory training;

8.11.1.f

An employee is scheduled to work their regularly scheduled shift in conjunction with 8.15.1.a through 8.15.1.e above.

8.11.2

An employee shall not work more than fifteen (15) hours in any twenty-four (24)-hour period except as set forth in subsections 8.15.1.a, b and/or c above.

8.11.3

Prior to working more than fifteen (15) hours in any twenty-four (24)-hour period, the employee shall make the on-duty Sergeant, Captain or Chief aware that the employee believes their current work assignment may result in the employee working more than fifteen (15) hours in a twenty-four (24)-hour period.

8.11.4

An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour period shall be required to take Safety Release time off and be provided at least nine (9) hours Safety Release time off being required and allowed by the City to return to active duty status. The employee required to take Safety Release time off during their next scheduled work shift will be compensated by the City at the employee's regular rate of pay for the hours necessary to get the employee nine (9) hours of Safety Release time.

8.11.5

If, after nine (9) hours of Safety Release time, there will be less than half (1/2) the employee's regular work shift remaining, the employee may have the option of electing to use any accrued leave for the remainder of the shift they were scheduled to work. An employee electing to exercise this option must notify the on-duty Sergeant at least two (2) hours prior to exercising this option.

ARTICLE 9 - HOURS OF WORK

9.1 Employee Work Schedules:

9.1.1. Employees Working 40 hours per week. Unless otherwise designated, the work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Saturday. Employees will be assigned to work one of the following schedules:

- a. Five (5) consecutive days of eight (8) hours followed by two (2) days off.
- b. Four (4) days of ten (10) hours. Such 4 – 10 schedules provide a minimum of two consecutive days off in each seven (7) day workweek.
- c. Eight (8) days of nine (9) hours and one (1) day of eight (8) hours, excluding lunch periods, during a two (2) week period.

9.1.2 Alternate Work Week Schedules. Alternate work week schedules are defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon, or beginning on 12:01 p.m. on Friday and ending on the

following Friday at 12:00 noon; or a work schedule may vary the number of hours worked on a daily basis, not necessarily each day, and is four (4) or five (5) consecutive days beginning at 12:01 a.m. Monday and ending on the following Sunday at midnight.

9.1.3. Other work schedules will be arranged by mutual agreement between the employee and the employer with notice to the Guild, and must meet the needs of the department. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

9.1.4. Hours of Operation. The Front Counter will be open to the public for walk-in Customers from 8:00 a.m. to 4:00 p.m. Monday through Thursday, excluding holidays. Longview Police Department will be responsible for performing Police Records tasks from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

9.1.5. The Administrative Assistant will not be used routinely for front desk coverage.

9.2 **Lunch Periods:**

Lunch periods are normally unpaid and excluded from scheduled work hours. If an employee wishes to waive their lunch meal period they must make the request in writing in accordance with State of Washington Department of Labor and Industries Employment Standards Administrative Policy (ES.C.6.1(8)). Employees may opt for a 30 minutes or 60 minute lunch so long as it meets the needs of the department with the approval of their supervisor. Employees participating in a lunch time Wellness Committee Program will be afforded an additional 10-20 minutes for travel time depending upon the location, unless staffing needs prohibit. If an employee wishes to waive their lunch meal period, they must make the request in writing, in accordance with State of Washington Department of Labor and Industries Standards Administrative Policy [ES.C.6.1(8)]. Employees may opt for a 30 minute or 60 minute lunch as long as it meets the needs of the department with the approval of the employee's supervisor.

9.3 **Work Schedule Changes:**

Except in cases of emergency or other unavoidable circumstances beyond the Employer's control, employees shall be notified of changes in their established work schedule at least seven (7) calendar days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) calendar days' notice shall result in the payment of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed. The (7) calendar day notification requirement can be waived by mutual agreement and does not apply to employee initiated schedule modifications.

9.4 **Overtime:**

9.4.1 Regular full-time employees shall be paid at the rate of time and one half for all hours worked beyond their established daily work shift and/or for hours worked beyond forty (40) hours in a workweek. For the purposes of this section, daily work shift means the established work hours to include temporary modifications as mutually agreed upon by the parties. I.E. if an employee regularly works 7 am to 4 pm and the parties mutually agree to temporarily

adjust hours worked from 8 am to 5 pm for two consecutive shifts, on the days the schedule has been modified the employee would be eligible for daily premium pay after working the full 8 hour shift, not at 4:00 pm. Priority shall be given to an employee who can fill a full shift rather than just a partial shift. Employees in the same classification shall receive priority to fill an overtime shift.

9.4.2 Regular, Part-time (type B) employees shall receive overtime premium pay only when their work time exceeds forty (40) hours in the workweek.

9.4.3 Except in the case of an emergency overtime must be authorized by the Department Head or an authorized designee prior to being worked.

9.4.4 Special Events. For those events requiring the skills and duties of CSO's and Parking Staff, as determined by the Chief or his/her designee, LPSG bargaining unit employees shall have the first opportunity for overtime, during special events, before Reserve Officers, cadets, work study/school interns or volunteers are utilized.

9.5 Comp Time:

At the option of the employee, compensatory time off may be accrued in lieu of overtime at the rate of one and one half (1½) hours off for each overtime hour worked. [Exception: No overtime hours worked on grant projects are eligible for compensatory time off and will be paid]. Employees may not carry a balance of more than eighty (80) hours of compensatory time. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination, or transfer to another department or different paying classification.

9.6 Pyramiding:

Compensation shall not be paid, nor compensatory time accrued, more than once for the same hours under any provision of this Article or other provision of this Agreement, i.e., whenever two or more overtime rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime rates.

9.7 Time Worked:

For purposes of computing overtime, all authorized holidays that fall on an employee's regularly scheduled workday(s), sick leave, and vacation leave shall be considered time worked.

9.8 Call Back:

Callback is defined as approved, but unscheduled, non-prearranged work, which is not contiguous to the regular work shift or occurs on a scheduled day off when an employee is called back to work with less than 24 twenty-four hours advance notice, for any reason. Callback provisions apply once an employee has secured from duty and left the workplace after completion of a regularly scheduled shift.

9.8.1 An employee called back to work after completion of the scheduled workday shall be paid a minimum three hours call-back at double their regular average hourly rate of pay, with additional hours worked compensated at the overtime rate of time-and-one

half. For example – if an employee is called back to work for only one (1) hour they would receive three (3) hours of pay at double their hourly rate of pay, and if they worked four (4) hours they would receive three hours at double their regular average hourly rate of pay, and one (1) hour at the rate of time and one half.

- 9.8.2 Employees called into work within one (1) hour of their established start time are not eligible for call back pay.
- 9.8.3 Multiple Callbacks, Same Period: If any employee is called back two (2) times or more in one day where the employee is released and then required to come back later within that same day, the above rates of callback pay shall apply to each time the employee is called back.
- 9.8.4 Holdover for Deficient Work: No callback or holdover pay shall be given for employees who are called back or held over to correct deficient work that cannot wait to be corrected when the employee returns for his/her next regularly scheduled shift. Further, callback shall not apply when it occurs on the employee's regularly scheduled work day and the employee agrees to adjust their hours of work and come in early so they can leave early.
- 9.8.5 Court and/or Subpoenaed Appearances
- A. An employee who appears in court arising out of his/her employment with the City and who has not taken advantage of the schedule exchange for court time or who responds to a subpoena on behalf of the City on off-duty time shall receive a minimum of 3 hours of overtime compensation paid at time and one-half plus any additional time spent in court beyond the first 3 hours paid at one and one half times.
- B. An employee who has pre-approved vacation or compensatory time scheduled and has submitted an "Unavailable for Court" slip, and is subsequently scheduled and required to appear for court during the scheduled /pre-approved leave time shall receive a minimum of 3 hours overtime compensation paid at 2 times plus any additional time spent in court beyond the first 3 hours, paid at one and one half times.
- 9.8.6 Regular overtime shall also apply to work related phone calls. For the purposes of this section, work related phone calls are defined as contact(s) made by LPD management, sergeant or OIC to address an emergency issue that cannot wait until the employee's next regularly scheduled shift and that consumes five (5) or more minutes of the employee's time. However, a phone call to ask an employee to report to work or to ask a quick question that takes only a few moments to conclude would not be treated as compensable work overtime. Overtime will be paid at time and one-half for each quarter of hour of phone problem-solving beyond the first five (5) minutes. Two (2) or more calls of less than five (5) minutes will be cumulative and one (1) overtime increment will be paid.

9.9 Meals and Breaks:

All employees may have a meal period as established in 9.2. Employees shall receive two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each half shift worked, scheduled rest periods are not required.

Employees required to work or monitor their radio to respond to calls during their meal period, in accordance with wage and hour laws, shall remain in a paid status.

ARTICLE 10 - CLOTHING AND EQUIPMENT

10.1 UNIFORMS. The employer will purchase and provide all new employees, the basic uniform as required by the City of Longview, which shall include, but not be limited to the lists below. This list may be modified with approval from the Chief.

10.1.1 CSO, and Parking Enforcement Officer:

CSO's and Parking Enforcement Officers will receive a one-time shoe allowance of \$75 upon initial hire.

- a. Three (3) pairs of pants, wool blend or polyester
- b. Three (3) long sleeve shirts
- c. Three (3) short sleeve shirts
- d. One (1) belt
- e. Two (2) name tags
- f. One (1) shirt badge
- g. One (1) hat (Baseball-type cap)
- h. One (1) jacket with patches
- i. One (1) portable radio, charger and holder, and / or cell phone
- j. One (1) chemical agent and holder
- k. One (1) set consisting of raincoat, rain suit, and gloves (Gortex)
- l. That equipment needed to provide for the safety of the CSO and the parking enforcement positions as agreed upon by the employees and employer.

10.1.2. Evidence Property Technician:

The following clothing will be issued to any new Evidence Property Technician upon initial hire into the position. The clothing allowance for newly hired Evidence Property Technicians will not be initiated until completion of the 12 month probationary period:

- a. Three (3) long sleeve polo shirts
- b. Three (3) short sleeve polo shirts
- c. Three (3) pants
- d. One (1) coat
- e. One (1) coverall

10.1.3 The following equipment will be initially issued or available to any newly hired Crisis Response Specialists.

- a. One (1) portable radio, charger and holder, and/or cell phone
- b. One (1) protective ballistic vest when applicable

10.1.4 The following equipment will be initially issued or available to any newly hired Community Outreach Coordinator.

- a. One (1) portable radio, charger and holder, and/or cell phone
- b. One (1) set consisting of a raincoat, rain suit, and gloves (Gortex)

10.2 Employees listed under Article 10.1 who are required to wear uniforms and the Crisis Response Specialist(s) and Community Outreach Coordinator shall receive a clothing/uniform/shoe allowance in the amount of \$620 (this amount includes withholding tax) for the purchase of new or replacement uniforms/clothing/shoes – paid directly to the employee in two equal sums, one-half to be paid on the June 15th pay period and the second half to be paid on the December 15th pay period of each year. Employees not listed in Article 10.1 who receive subpoenas as part of their duties shall receive a clothing stipend of \$200.00 every three (3) years. To receive the stipend, employees will submit a written request with a copy of a received subpoena to the Administrative Secretary for reimbursement. New employees completing their 12 month probationary period during a calendar year shall be entitled to receive a pro-rated monthly portion of the annual uniform/ clothing/shoe allowance for the number of months beyond their probationary period in that calendar year. All equipment, clothing and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing and other materials which have been issued to him/her.

10.3 The Department will replace or reimburse an employee for uniforms, clothing or equipment which is damaged or destroyed while the employee is performing duties assigned in the line of duty unless such damage is caused by the negligence of the employee. The Chief of Police or his designee shall determine if the equipment was, in fact, damaged in the line of duty. The employer may pro-rate the reimbursement of damaged items based on a “fair market value” standard if the item was not in new condition. The Department will clean, repair or replace any Department-issued clothing or equipment damaged in the line of duty or as normal wear and tear within the following guidelines:

- a. Any Department uniform clothing items in need of repair must have pre-authorization from the Chief or his designee in order to be repaired by the Department’s designated vendor. Hemming of pants will be considered repair, all other alterations will be at the employee’s expense. *(Button replacement is covered as a “repair”).*
- b. In addition to repair of uniform clothing items, the sewing on of authorized patches and insignias will also be done by the Department’s designated vendor at the city’s expense. Insignias are the property of the City of Longview and shall be returned to the City upon termination of employment.

- c. Cleaning of Department issued clothing through the Department's cleaning service shall be limited to not more than 144 clothing items a calendar year, with no carry-over from year to year. Employees identified in Article 10.2 who are not listed in Article 10.1 shall be limited to not more than 30 items per year with no carry-over from year to year.
- d. Nothing in the Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department, provided that standards are applied uniformly and that changes in standards shall remain negotiable.

10.4 **Other Clothing Allowances:**

The employer will provide appropriate personal protective equipment and clothing to employees required to perform safety sensitive job functions. Damage that occurs to employee clothing or property while performing critical job functions that are not required on a routine basis (i.e. crisis response activities), will be repaired or replaced as determined by the Chief of Police.

ARTICLE 11 – HOLIDAYS

11.1 **Observed Holidays:**

The following are official paid (8-hour) holidays for all 8-hour full time employees. The eight (8) holidays marked with an (*) will be paid at 10 hours for all employees who are participating in the City's 4-day work week and that are assigned to a 10-hour day.

New Year's Day – January 1*
Martin Luther King Jr. – Third Monday in January*
Presidents' Day – Third Monday in February*
Memorial Day – Last Monday in May*
Juneteenth – June 19*
Independence Day – July 4*
Labor Day – First Monday in September*
Veteran's Day – November 11*
Thanksgiving Day – Fourth Thursday in November*
The day immediately following Thanksgiving Day
Christmas Day – December 25*

- 11.2 Any of the above holidays that fall on a Sunday will be observed on the following Monday; any that fall on a Saturday will be observed on the preceding Friday.
- 11.3 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same pay period (1st -15th or 16th – end of the month) of the holiday. To be eligible for pay for a holiday, the employee must be in paid status on the scheduled workdays immediately before and after the holiday.

- 11.4 Holidays occurring during a period of paid leave shall be charged as holidays, not as paid leave.
- 11.5 **Holiday Work:**
Employees required to work on a holiday shall be compensated at time and one half in addition to holiday pay.
- 11.6 With mutual consent of the employee and employer, employees may work on an observed holiday at the straight time rate of pay and may take an alternative day off, within the same pay period or FLSA work period, in lieu of holiday pay.
- 11.7 **Floating Holidays:**
Floating holidays must be used by the end of the calendar year in which they are earned. Floating holidays are credited to employees on a pro-rated basis. An employee, on a 10-hour Monday – Thursday work schedule earns one (1) eight (8) hour floating holiday during the period September 1 through December 31 for the “Day after Thanksgiving.”
- Upon termination of City employment an employee shall be paid for all accrued and unused Floating Holidays.
- 11.8 Requests for use of floating holidays shall be in one-quarter hour increments with the exception that pro-rated holiday hours can be augmented by other forms of paid leave to equal a full work shift. Requests should comply with procedures outlined for use of vacation, except that the Department may authorize shorter advance request requirements or less formal request procedures.

ARTICLE 12 –VACATION

- 12.1 **Accrual Rates:**
Regular full-time employees shall accrue vacation according to the following schedule:

Years of Service	Hours Per Pay Period*	Hours per Year	Max Accum Hours
Start	4	96	NA
1	4.67	112	224
5	6.33	152	304
10	7.33	176	352
15	8	192	384
20+	9	216	432

* This accrual will not post until completion of 6 months of employment.

- 12.2 Eligible regular part-time employee's vacation accrual is pro-rated in accordance with their reduced work schedule.
- 12.3 Part-time clerical position(s) may be treated as hourly and leave accruals will be computed based on a formula based on the number of hours the employee works in each pay period. Employee(s) in position (s) designated as hourly clerical will be guaranteed 20 hours work per week.
- 12.4 Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.
- 12.5 No accumulation of vacation leave shall occur when an employee is on leave without pay. Vacation leave may be taken at the request of the employee upon approval of the Supervisor or Department Head.
- 12.6 **Maximum Accumulations:**
- 12.6.1 Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning 20 days/160 hours may not accumulate more than 40 days/320 hours. Employees may exceed the maximum allowed accumulation during a calendar year, provided that the accumulation is reduced to the maximum accumulation on December 31st of any year, and provided, the employee provides at least 2 weeks' notice of their intent to use this accrued leave.
- 12.6.2 Accumulated vacation leave below the maximum accrual rate on December 31st may be carried over to the next year. Accumulated vacation leave above the maximum accrual rate on December 31st shall be forfeited, except in circumstances in which the maximum accumulation was exceeded due to the employer's cancellation of the opportunity to take leave based on business reasons. In such situations, the Employer, the Employee and the Guild will meet and bargain the impacts of any cancelled leave that would put the employee's accrual above the maximum level.
- 12.6.3 Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation. The Employer may provide to the employees a mid-year review of leave balances and may require employees to establish a plan for use of annual leave for the remainder of the year.
- 12.7 **Termination Payoff:**
Upon termination of City employment with more than six (6) months of service an employee shall be paid for all accrued and unused vacation, provided that this payoff shall in no case exceed the maximum accrual based on the employee's years of service as delineated in Article 12.1. The termination payoff shall be based on the employee's base hourly rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

12.8 Vacation Sell-Back:

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

12.8.1 The opportunity to cash out vacation shall be offered twice per year in the months of June and December. Requests must be received by Human Resources by May 31st to be paid on the June 20 paycheck and November 30th to be paid on the December 20 paycheck, on forms designated by the Human Resources Department. Exceptions to this timeframe will be considered only in the event of an emergency and will be permitted only as approved by the City Manager, or designee.

12.8.2 To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday in the prior calendar year. The total of vacation sold may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the June and November sales period or may divide the amount into two portions without exceeding the sixty (60) hour maximum.

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

12.9 Vacation Scheduling.

12.9.1. Front Counter Work Group. No more than one (1) person in the front counter work group and alternates can be on vacation at a time due to front counter coverage needs. Initial vacation requests will be submitted to the supervisor by November 30 of each year and posted by December 15 of that year. The parking enforcement officer has no restrictions on submitting annual leave requests in November as long as he/she has adequate vacation leave balances to cover the requests.

12.9.2. Police Records Specialists Work Group. With staffing at five (5) employees, no more than one (1) person in the Police Records Specialists work group may be on vacation at a time due to workload needs. Initial vacation requests will be submitted to the supervisor by November 30 of each year and posted by December 15 of that year.

12.9.3. Submitting Vacation Requests. Employees will submit their vacation requests through the Department's online scheduling software. Requests will be treated separately for each work group identified above. Employees will receive a notification of approval or denial of their vacation request and the electronic scheduling software will also reflect the status of the request.

12.9.3.1. Full weeks (five (5) consecutive working days, including Holidays) take precedence over requests for less than five (5) consecutive working days. For example, if a request is submitted for a full week and another request is submitted for less than a full week which falls during the same time as the full week, the full week will be granted regardless of seniority.

12.9.3.2. Full weeks will be granted by seniority. For example, a request for one or more consecutive full weeks by a senior employee will be granted over a less senior employee's request for one or more consecutive full weeks even if the less senior employee's request is for a longer length of time.

12.9.3.3. Requests for less than five (5) consecutive working days will be granted by seniority.

12.9.3.4. Vacation requests submitted after November 30 will be approved on a first come, first served basis, regardless of number of days requested. Seniority will take precedence only if two (2) or more employees submit a request on the same date for the same day off. Management requests that all time off requests after November 30 be submitted five (5) working days prior; however, it is understood that this is not always possible.

12.9.4. Part-time employees will be given the first opportunity to work any additional hours to fill in for the Office Assistant or Police Records Specialist that is on vacation.

12.9.5. Staff may not submit vacation requests for the time that exceeds the leave accrual that they will have at the time they are requesting the time they are requesting off. In the event staffing numbers increase, the number of clerks off at a time will be re-evaluated.

12.9.6 Nothing in this language prohibits management from allowing more than one (1) person off at the same time.

ARTICLE 13- SICK LEAVE

13.1 Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of coworkers or the public, or as otherwise provided by law or this Article.

13.2 Accrual:

All full-time employees of the City shall be given ninety-six (96) hours of sick leave on their first day of employment. No additional sick leave shall accrue to that employee until after completion of twelve (12) months of continuous employment. Sick leave thereafter shall accrue at the rate of eight (8) hours each calendar month of continuous employment accruable to a maximum of 1200 hours. However, no accumulation of sick leave shall accrue to the benefit of any employee while he/she is in unpaid leave of absence.

13.2.1 Eligible regular part-time employee's sick leave accrual is pro-rated in accordance with their reduced work schedule.

13.3 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees, who fail to call in according to procedures or fail

to provide medical verification, if properly requested, may be charged unpaid time for the absence.

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

13.5 Sick Leave Payoff:

Individuals hired after January 1, 2003 are not eligible for sick leave payoff.

Employees who separate from City employment voluntarily, via a reduction in workforce, or by death are eligible to be paid for accrued but unused sick leave, to a maximum of 1200 hours, at their base hourly rate of pay at the time of termination according to the following formula:

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

*Upon death of an employee the beneficiary shall be paid at the 50% rate. If no survivor exists, no payment shall be made.

13.6 Workers' Compensation Coordination:

An employee may charge his/her sick leave account, to the extent they have sick leave accrued, for the difference between any time loss compensation received from Workers' Compensation and the employees' normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference for the same period of time between the employee's normal monthly salary and time loss compensation from Workers' Compensation.

13.7 Family Illness Usage:

Employees may use sick for the following reasons:

- The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- The employee's care for family member with illness, injury or health condition; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child; spouse or registered domestic partner; grandparent; grandchild; or sibling.

- An absence due to closure of the City's offices by order or public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- Absence covered by the Domestic Violence/Sexual Assault/Stalking leave as provided in the Human Resources Policy.

13.8 **Reporting and Approval Procedure:**

Where the need to use sick leave is foreseeable, employees should submit written notice of the need for leave to their supervisor at least 10 days in advance of the leave date(s); for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known. The City may require documentation regarding the use of leave, provided that (i) documentation may only be required when an employee uses more than three consecutive work days of sick leave; (ii) an employee will have up to 10 calendar days to provide the required documentation; (iii) if requested, documentation need not disclose the nature of the medical condition causing the need for leave; and (iv) if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of the concern and the City will evaluate its request in light of the circumstances.

13.9 **Discipline:**

Subject to the limitations of law, including but not limited to those of the Washington State Paid Sick Leave, FMLA, discipline may be imposed under the following conditions:

- a. **Abuse of sick leave.** Misuse of leave, violation of orders, directives, or use of sick leave and other forms of leave used in lieu of sick leave are cause for disciplinary action.
- b. **Use of accrued sick leave.**
 1. Use of accrued sick leave, without abuse of such leave, will not be cause for discipline.
 2. Notwithstanding the provisions of the FMLA, the employer shall not transfer an employee taking FMLA leave for planned medical treatment on an intermittent or reduced schedule basis to another position during the period of the FMLA leave without the consent of the Guild.
- c. **Excessive Absenteeism**

The parties recognize that attendance is an essential function of each position in the bargaining unit. Unscheduled absences create a burden on the employer and fellow employees; consequently sick leave should be used for bona fide illnesses. Cases of excessive absenteeism are subject to just cause review and require systematic examination of relevant factors, including but not limited to:

 1. Any legal requirements, including but not limited to those of FMLA, ADA, and the Washington Family Care Act;
 2. The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism;

3. Where there is a likelihood of improvement within a reasonable period of time based on credible medical evidence.
4. The particular attendance requirements of the employee's job;
5. The pattern of use, and whether the absences are for bona fide sick leave purposes.

d. **Sequencing of Leaves**

The use of vacation leave, saved holiday time, compensatory time, and leave without pay, for purposes other than qualifying use under the Washington Family Care Act, is subject to approval by management. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

1. Leave for illness or injury, that does not qualify for FMLA or Washington Family Care Act, will be taken in the following order:
 - a. Sick leave until it is exhausted,
 - b. Vacation leave, saved holiday time, or compensatory time (subject to the provisions in Article 9.2), sequenced at the employee's option, until they are exhausted;
 - c. Leave without pay.

ARTICLE 14 - OTHER LEAVES

14.1 Bereavement and Funeral Leave:

An equivalent of a work week without deduction from accumulated vacation or sick leave may be taken upon the death of a spouse, son, daughter or step. The total bereavement leave portion shall not exceed either five work days or the equivalent of a work week limitation.

14.1.1 Upon timely notification to the employee's supervisor, paid bereavement leave of up to three (3) work days, without deduction from accumulated vacation or sick leave may be taken in the event of the death of the employee's immediate family member. Bereavement leave may be used for qualifying members in case of imminent death, but the total bereavement leave portion shall not exceed either three work days. For the purposes of this article, the employee's immediate family members are: parents, brother, sister (or the step and in-law equivalents), grandparents, grandchildren, or other relatives, living in the employee's household, the employee's domestic partner and children, parents, brother, sister (or step and in-law equivalents) of the domestic partner (an Affidavit of Domestic Partnership must be on file in the HR Department) or any other relative standing in "loco parents". Upon the employee's return to work, the employee may be required to provide management with the following information about the deceased: Their full name, location of the death (city, state), location of the funeral or memorial (city, state) and the relationship to the employee.

14.1.2 Additional leave in excess of the days permitted or for other relatives may be granted with the approval of the supervisor and charged to an employee's vacation, floating holiday, sick leave, or comp-time account.

14.1.3 Time off with pay will be allowed, with the approval of the supervisor, for purposes of attending the funeral of a City employee.

14.2 Military Leave:

Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from employment, not to exceed twenty-one (21) work days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty or active duty in such manner and at such times as he or she may be ordered to active training duty or active duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the twenty-one work day period of military leave, the employee shall receive from the Employer his/her normal pay.

14.3 Jury Duty:

Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal allowance, shall be waived, remitted to the City, or, in the alternative, the City shall pay the difference between the employee's regular salary and the fees received. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the Employer. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

Service as a witness in matters arising from the course and scope of employment with the City of Longview shall be considered on-duty time. Service as a witness or party to non-job related matters shall be charged against the employee's vacation, floating holiday or may be taken as unpaid leave at the option of the employee and upon department supervisor approval.

14.4 Internal Employment Testing:

Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to participate in examinations or interviews required for other positions within the City. Testing undertaken on a day off shall not be considered working hours for overtime calculation purposes.

14.5 Family, Medical and Parental Leave:

Employees shall be granted Family Medical Leave and parental leave for qualifying events and/or conditions in accordance with State law and/or the federal Family and Medical Leave Act and City policy. Disability leave due to pregnancy or childbirth will be granted in addition to time off for family medical leave. Employees will be required to exhaust paid leave accruals before leave without pay will be authorized.

14.6 Workers' Compensation:

All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the Employer. Normal take home pay may be maintained by the use of sick leave as provided in this agreement.

14.7 Other Leaves of Absence:

Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years' service is required prior to requesting educational or personal leaves. Approval of leave requests is solely within the discretion of the City.

14.7.1 All requests for leaves of absence or extensions shall be submitted in writing to the department head or his/her designee and approved in advance by the City Manager or authorized designee, prior to the effective date. Employees on leave of absence of 90 days or more will be required to comply with Civil Service Rules and Regulations for medical examination and drug screen prior to returning to regular duty.

14.7.2 For unpaid leaves of fifteen (15) calendar days or more, the salary anniversary shall be adjusted by the full amount of the unpaid leave. Failure to return from leave shall be treated as job abandonment or may be the basis for termination.

14.7.3 For unpaid leaves of (30) calendar days or more, classification and bargaining unit seniority shall be adjusted by the full amount of the unpaid leave.

14.7.4 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the department head and Human Resources, the employee must exhaust accumulated vacation and floating holidays before going on unpaid status.

14.8 Mandatory Leave:

The Department Head, after consulting with the Human Resources Director or City Manager, may place an employee on an appropriate category of leave, to include unpaid time off, if it can be reasonably concluded that he/she is not fit for duty. Both parties agree that in no way is mandatory leave to be used as a form of employee discipline.

14.9 Leave Sharing:

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

14.10 Seniority:

Bargaining Unit Seniority shall be defined as continuous active service from the date of hire, in any full time position(s) within the bargaining unit, including time on Workers' Compensation leave and unpaid leaves of absence of less than thirty (30) days, since the last date of hire or appointment to a bargaining unit position or as otherwise provided by law.

Classification Seniority shall be defined as continuous active service from the date of hire in a specific full time classification, including time on Workers' Compensation leave and unpaid leaves of absence of less than thirty (30) days, since the last date of hire or appointment to the classification, or as otherwise provided by law.

Seniority rights shall not be exercised until completion of the required probationary period.

Part time employees shall have a separate seniority list. For all purposes addressed in this Agreement, part time employees shall not have seniority rights over full time employees. In the case of a full time employee who has been reduced in hours due to layoff reductions, that employee shall retain their full time seniority status. The parties shall create an addendum which lists employee seniority dates for full time and part time employees and lists bargaining unit seniority and Classification seniority dates, as of the date of ratification of this agreement.

14.11 Washington State Paid Family Leave.

In 2017, the state passed legislation establishing the “Paid Family and Medical Leave” (PFML) program. It is the intent of both parties to be in compliance with the Washington Paid Family and Medical Leave, which is a statewide insurance program that offers Washington workers the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events. This program is administered by the Employment Security Department and eligibility and benefits are defined by the applicable RCWs and WACs. When a qualifying event is covered by both Washington Paid Family and Medical Leave and FMLA (Washington State FMLA and/or Federal FMLA), the leave available in both programs is taken concurrently.

Beginning January 1, 2024, the total premium rate will be 0.74% of gross wages. Employers will pay 28.57% of the total premium and employees will pay 71.43%. The total premium and split contribution (employer/employee contribution) shall be adjusted annually thereafter by the Employment Security Department according to the rules set by the statute.

ARTICLE 15 - PROBATION AND PROMOTIONS

- 15.1 New employees shall complete a twelve-month probationary period. During the initial probationary period, a newly hired employee may be terminated at any time without cause. Newly hired probationary employees may be disciplined and the employee shall be provided an opportunity for response; however, they shall have no recourse for the disciplinary action through the appeal or grievance process.
- 15.2 Newly promoted employees shall complete a ninety-day probationary period. During the promotional probationary period, if the employee is not able to successfully learn and perform the job for which he/she was appointed to, the employee shall be permitted to bump back to their formerly held position. Such promotional disqualification shall not be subject to appeal or grievance process.
- 15.3 Employees may apply for open recruitments and will receive consideration if they meet all required civil service qualifications. When the Police Chief’s, or designee’s, selection decision is narrowed to two individuals and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted first to internal candidates, bargaining unit seniority considered.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

16.1 Disciplinary Actions.

Regular employees may be disciplined in the form of verbal warning, written warning, suspension, demotion or discharge for just cause. Verbal warnings may not be grieved. Grievances concerning written warnings may be grieved up to step 3 of the established grievance procedure, and are not subject to arbitration.

16.1.1 In the case of suspension, demotion or discharge, employees shall be provided notice of the reason(s) for such action and shall be entitled to respond to the reasons for recommended discipline before such action is taken. Employees are entitled to Guild representation during such meetings.

16.1.2 Employees shall be provided copies of all disciplinary notices and performance evaluations before such material is placed in the personnel file and shall have the right to attach a rebuttal statement. The employee is required to acknowledge receipt of the materials. Acknowledgement shall not be construed as agreement or concurrence with the discipline or evaluation. Self evaluations shall be strictly voluntary.

16.2 Disciplinary Investigation:

In disciplinary investigations, employees shall be notified of their rights customarily associated with the provisions of Weingarten. Guild representation will be provided at disciplinary investigation meetings or when issuing disciplinary action at the written warning level or above, unless such presence is freely waived by the employee.

16.3 Personnel Files:

Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Written warnings with no repeat infractions within two years of implementation shall not be considered as a step in progressive disciplinary actions taken after the two year time frame has elapsed. Access to personnel files is limited to the employee, his/her authorized representative, officials of the City with a business need for access or as provided by law. Employees may attach documents of explanation or rebuttal to disciplinary materials in the personnel file.

ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION

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

17.2 **Grievances.** A “grievance” means a claim or dispute with respect to the interpretation or application of the provisions of this Agreement. An employee or group of employees who feel they have a grievance shall notify the appropriate member of management as prescribed in this section.

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

17.3 Election of Remedies:

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

17.4 Step 1. If unable to resolve the grievance informally with the immediate supervisor, the grievant and the Guild, or the Guild, shall present the grievance in writing to his/her immediate supervisor. Copies of the grievance shall be filed with the department head and Human Resources. The apparent existence of a grievance should be presented as soon as possible, but not later than fourteen (14) calendar days following the date of the occurrence or circumstances giving rise to the grievance. The written notice shall include:

- a) The specific facts giving rise to the grievance, including the date the grievance arose;
- b) The section of the Agreement claimed to be violated;
- c) The remedy sought;
- d) The date and signature of the grievant, and/or Guild representative;

17.4.1 The employee/Guild Representative and manager will hold a conference not later than fourteen (14) calendar days following such notice to resolve the issue. The manager will provide a written statement of whether the grievance was resolved at Step One within fourteen (14) calendar days after the termination of such meeting.

17.5 Step 2. If the grievance is not resolved at Step 1, the Guild shall submit the written grievance to the department head within fourteen (14) calendar days, following the manager's response. Either party may request a meeting to explain the grievance at this step. The department head shall respond in writing to this grievance within fourteen (14) calendar days.

17.6 Step 3. If the grievance is not resolved at Step 2, the Guild may submit the written grievance to the Human Resources Director as the City Manager's designee for Labor Relations within fourteen (14) calendar days of receipt of the department head's response. The City Manager, The Director of Human Resources and Guild representative shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Director of Human Resources will provide a written decision on the matter to the Guild not later than fourteen (14) calendar days following the meeting.

17.7 Step 4. Not later than fourteen (14) calendar days following the conclusion of Step 3, either party may submit the grievance to arbitration by providing written notice to the other party. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator within fourteen (14) calendar days, the party initiating the

grievance will request from the Federal Mediation and Conciliation Service a list of seven arbitrators from the Oregon-Washington region. Any arbitrators considered must be members of the National Academy of Arbitrators (NAA). The cost of the list will be equally borne by both parties. The arbitrator will be chosen from the list by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The order of striking names will be determined by the flip of a coin.

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

17.9 **Arbitration.** The decision of the arbitrator shall be final and binding upon the parties.

17.9.1 The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved employee or Guild representative at Step Two of the grievance procedure.

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

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

17.10 **Informal Discussion Permitted:**

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

17.11 **Confidentiality:**

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

17.12 **City Initiated Grievance:**

The City is entitled to initiate a grievance against the Guild. Within fourteen (14) days of the date giving rise to the grievance, the City Management representative shall advise the Guild staff representative, in writing, of the grievance. The City and Guild representatives shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Guild shall respond in writing within seven

calendar days. Within fourteen days of receipt of the Guild's response, the City may submit the grievance to arbitration as provided in Step 4 above.

ARTICLE 18 – LAYOFF

- 18.1 The Employer may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. The processes followed to determine who will be laid off shall be in accordance with the civil service rules governing layoff and reduction in force.
- 18.1.1 Employees who bump downward or accept vacant positions in a lower classification shall be considered laid-off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.
- 18.1.2 The parties agree that alternative/temporary employees will not be hired by the City to perform work that has been typically assigned to bargaining unit members that are on lay-off.
- 18.2 **Seniority for Layoff:**
Classification Seniority shall prevail for purposes for layoff. Seniority for selection of employees subject to layoff shall be based first upon all continuous service in the person's classification at time of layoff and in the event of a tie, Bargaining Unit Seniority and then continuous City Service. See Article 2.6 for seniority provisions for limited duration personnel.
- 18.3 **Selection and Notice:**
The Department head shall identify positions to be eliminated. Employees shall be provided a minimum of two weeks' notice, or two (2) weeks' pay in lieu of notice or a combination thereof, based on a formula of one day's pay for each day of notice given below two weeks. The Guild shall be notified concurrent with notice to employees.
- 18.4 **Reassignment and Bumping:**
Employees facing layoff shall be offered reassignment and bumping rights within the bargaining unit as indicated below, so long as the employee meets the current qualifications for the position. In all cases the employee must meet the appointment/selection criteria established by the Civil Service Commission. In the event there is more than one person subject to reassignment/bumping and the knowledge, skills, and abilities of the candidates are substantially equal, reassignment/bumping shall be determined on the basis of bargaining unit seniority. In a bumping situation, the employee may bump only into the position occupied by the most junior employee, not any less senior employee. Individuals accepting limited duration positions, as a condition of employment, shall not have bumping rights over any employee holding a regularly budgeted position. The order of consideration shall be:
- a. Vacant positions in the classification from which the employee is being laid off;
 - b. Vacant positions in formerly held classifications;

- c. Occupied positions held by less senior employees that the employee has previously held.
- d. Vacant positions not previously held that the employee is otherwise qualified to perform provided they are equally or more qualified than external candidates on the same eligibility list.

18.5 Recall:

Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off and subject to Civil Service Rules. No new employees shall be hired in any classification until all employees on the layoff status in that classification have had an opportunity to return to work. Recall rights shall extend for a period of twelve (12) months.

18.6 Recall Procedure:

Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond within two weeks of the date of the notice. The Employer may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee who refuses recall will be removed from the recall list based upon rejection or failure to respond. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

18.7 Rights Upon Recall:

Employees who are recalled shall be reinstated with all rights formerly attained including accrued paid leave balances not paid out to the employee upon time of layoff (if applicable). The bargaining unit and classification seniority dates shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

18.8 Benefits Continuation:

The City shall continue the employer's contribution toward the cost of medical and dental insurance through the end of the calendar month of layoff.

ARTICLE 19 - TRAINING AND EDUCATION

19.1 Training:

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

19.1.1 Training Attendance. When an employee is assigned to training for a day, his/her normal shift shall be considered an eight (8) to ten (10) hour training period. If the employee is engaged in training activity for all but one hour of their regularly assigned

work shift he/she shall not be required to perform additional work for the City on that date, except in the case of an emergency.

19.2 Tuition Reimbursement:

Tuition reimbursement is intended to provide an incentive to employees to enhance their job-related knowledge, skills, and abilities through formal education. Classes for which reimbursement is received must be of benefit to the City and either must have a direct relationship to the employee's career with the City or be applicable to a specific, formal degree program from an accredited college or university. Tuition reimbursement shall apply only to classes or training taken on a voluntary basis.

19.2.1 Reimbursement shall be subject to available funding, prior department head approval, and in accordance with City policy. It is not the City's policy or intent to always reimburse the entire cost of an employee's tuition. The normal practice shall be that where an employee desires to pursue an accredited college course to improve his/her skills or to enhance their opportunities for future promotion, then he/she shall be entitled to reimbursement for tuition, books and fees, provided:

- The class and educational institution are pre-approved by both the Department Head and City Manager.
- Course is work-related or part of, a well-documented employee development and training plan (must be submitted to City Manager/Dept. Head when requesting tuition reimbursement).
- Funds are available within the budget for the department.
- The employee provides proof of successful completion attached to the reimbursement request.
- Under hardship cases the City Manager may advance tuition fees to employee.
- Tuition shall be reimbursed in full upon completion of the course, provided the employee earns a grade of C or better (or a passing mark from those institutions where traditional rating systems are not used).
- Tuition reimbursement will not exceed \$1200 in a given calendar year.

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

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

19.3 Compensation for Training/Education:

Computation of work time while attending a training function or in traveling to and from a training function shall be in accordance with the Fair Labor Standards Act.

19.4 Multi-lingual/Communication Skills:

A premium of one-hundred dollars (\$100) per month over base rate of pay will be paid to employees in positions which specifically require, and who have been directed to translate to and from English to another language (including the use of sign language) as a condition of employment. The proficiency level for interpretation and translation skills will be assigned by management and contained in the employee's individual position description. Management reserves the right to test employee's proficiency in translation skills prior to assigning a bi-lingual premium. If assigned a bi-lingual premium, it is anticipated that the employee will use the skill whenever practicable to perform translation services.

19.5 License and Certifications:

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

ARTICLE 20 – PAYROLL DATES

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

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

ARTICLE 20 - SCOPE AND DURATION

20.1 Entire Agreement:

This Agreement and its appendices constitute the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The City and the Guild hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the City may temporarily implement changes pending the outcome of any bargaining required by State law.

20.2 Savings Clause:

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific article, section, or portion thereof directly affected. The parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

20.3 Duration and Renewal:

The parties agree that all provisions of this Agreement shall be in full force and effect upon ratification through December 31, 2027.

For the Employer:

Jim Duscha, Interim City Manager
Dated: _____

Witness:

Robert Huhta, Police Chief
Dated: _____

Witness:

Sabrina Fraidenburg, Human Resources Director
Dated: _____

For the Guild:

Jeff Leak, President, LPSG
Dated: _____

Witness:

Taylor Yeager, Vice-President, LPSG
Dated: _____

Witness:

Sean Lemoine, Counsel to Guild
Dated: _____

Addendum A

2025 LONGVIEW POLICE SUPPORT GUILD									
4.00% effective 1/1/2025									
Effective January 1, 2025									
	GRADE	PER	STEPS						
			A	B	C	D	E	F	
Crisis Response Specialist I	A27	MO	\$6,761	\$7,117	\$7,492	\$7,867	\$8,260	\$8,673	
		PP	\$3,380.50	\$3,558.50	\$3,746.00	\$3,933.50	\$4,130.00	\$4,336.50	
		YR	\$81,132	\$85,404	\$89,904	\$94,404	\$99,120	\$104,076	
		HR	\$39.01	\$41.06	\$43.22	\$45.39	\$47.65	\$50.04	
Crisis Response Specialist II	A28	MO	\$6,437	\$6,776	\$7,133	\$7,490	\$7,865	\$8,258	
		PP	\$3,218.50	\$3,388.00	\$3,566.50	\$3,745.00	\$3,932.50	\$4,129.00	
		YR	\$77,244	\$81,312	\$85,596	\$89,880	\$94,380	\$99,096	
		HR	\$37.14	\$39.09	\$41.15	\$43.21	\$45.38	\$47.64	
Crime Analyst	A29	MO	\$6,058	\$6,377	\$6,713	\$7,049	\$7,401	\$7,771	
		PP	\$3,029.00	\$3,188.50	\$3,356.50	\$3,524.50	\$3,700.50	\$3,885.50	
		YR	\$72,696	\$76,524	\$80,556	\$84,588	\$88,812	\$93,252	
		HR	\$34.95	\$36.79	\$38.73	\$40.67	\$42.70	\$44.83	
Community Outreach Specialist Evidence Technician	A30	MO	\$5,230	\$5,505	\$5,795	\$6,085	\$6,389	\$6,708	
		PP	\$2,615.00	\$2,752.50	\$2,897.50	\$3,042.50	\$3,194.50	\$3,354.00	
		YR	\$62,760	\$66,060	\$69,540	\$73,020	\$76,668	\$80,496	
		HR	\$30.17	\$31.76	\$33.43	\$35.11	\$36.86	\$38.70	
Public Records Analyst	A31	MO	\$5,209	\$5,483	\$5,772	\$6,061	\$6,364	\$6,682	
		PP	\$2,604.50	\$2,741.50	\$2,886.00	\$3,030.50	\$3,182.00	\$3,341.00	
		YR	\$62,508	\$65,796	\$69,264	\$72,732	\$76,368	\$80,184	
		HR	\$30.05	\$31.63	\$33.30	\$34.97	\$36.72	\$38.55	
Administrative Assistant	A32	MO	\$4,654	\$4,899	\$5,157	\$5,415	\$5,686	\$5,970	
		PP	\$2,327.00	\$2,449.50	\$2,578.50	\$2,707.50	\$2,843.00	\$2,985.00	
		YR	\$55,848	\$58,788	\$61,884	\$64,980	\$68,232	\$71,640	
		HR	\$26.85	\$28.26	\$29.75	\$31.24	\$32.80	\$34.44	
Police Records Specialist Community Service Officer	A33	MO	\$4,370	\$4,600	\$4,842	\$5,084	\$5,338	\$5,605	
		PP	\$2,185.00	\$2,300.00	\$2,421.00	\$2,542.00	\$2,669.00	\$2,802.50	
		YR	\$52,440	\$55,200	\$58,104	\$61,008	\$64,056	\$67,260	
		HR	\$25.21	\$26.54	\$27.93	\$29.33	\$30.80	\$32.34	
Office Assistant Parking Enforcement Officer	A34	MO	\$4,103	\$4,319	\$4,546	\$4,773	\$5,012	\$5,263	
		PP	\$2,051.50	\$2,159.50	\$2,273.00	\$2,386.50	\$2,506.00	\$2,631.50	
		YR	\$49,236	\$51,828	\$54,552	\$57,276	\$60,144	\$63,156	
		HR	\$23.67	\$24.92	\$26.23	\$27.54	\$28.92	\$30.36	

Addendum B

2025 LPSG MEDICAL/DENTAL/VISION/VEBA

Kaiser High Deductible \$1,650/\$3,300 w/HRA/VEBA: 20% office coinsurance after deductible; \$15/\$30 RX after deductible; Annual Out-of-Pocket Maximum \$2,500/\$5,000 Kaiser Vision: \$150 allowance every 24 months	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2025 Premium Increase of 3.4%)	\$714.32	\$1,030.01	\$1,310.02	\$1,410.74	\$1,726.45	\$2,006.47
Employee Monthly Contribution: (5% of Premium)	\$35.72	\$51.50	\$65.50	\$70.54	\$86.32	\$100.32
Employee Annual Cost: (5% of Premium)	\$428.64	\$618.00	\$786.00	\$846.48	\$1,035.84	\$1,203.84
Employer Monthly Base Contribution (95% of Premium)	\$678.60	\$978.51	\$1,244.52	\$1,340.20	\$1,640.13	\$1,906.15
Employer Annual Base Cost: (95% of Premium)	\$8,143.20	\$11,742.12	\$14,934.24	\$16,082.40	\$19,681.56	\$22,873.80
Total Annual Premium Cost:	\$8,571.84	\$12,360.12	\$15,720.24	\$16,928.88	\$20,717.40	\$24,077.64
Employer Monthly Contribution to Wex HRA	\$137.50	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
Employer Annual Contrib. to HRA VEBA less submitted medical exp	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Regence High Deductible \$1,650/\$3,300 w/HRA/VEBA: 20% office coinsurance after deductible; 20% RX in network; Annual Out-of-Pocket maximum \$5,000/\$10,000	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2025 Premium Increase of 7.3%)	\$663.82	\$1,000.78	\$1,276.68	\$1,335.80	\$1,672.76	\$1,948.66
Employee Monthly Contribution: (5% of Premium)	\$33.19	\$50.04	\$63.83	\$66.79	\$83.64	\$97.43
Employee Annual Cost: (5% of Premium)	\$398.28	\$600.48	\$765.96	\$801.48	\$1,003.68	\$1,169.16
Employer Monthly Base Contribution (95% of Premium)	\$630.63	\$950.74	\$1,212.85	\$1,269.01	\$1,589.12	\$1,851.23
Employer Annual Base Cost: (95% of Premium)	\$7,567.56	\$11,408.88	\$14,554.20	\$15,228.12	\$19,069.44	\$22,214.76
Total Annual Premium Cost	\$7,965.84	\$12,009.36	\$15,320.16	\$16,029.60	\$20,073.12	\$23,383.92
Employer Monthly Contribution to Wex HRA	\$137.50	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
Employer Annual Contrib. to HRA VEBA less submitted medical exp	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Opt-Out/VEBA = \$825/month with acceptable assurance of coverage by an ACA group health plan						
DENTAL	Employee	1 Dependent	2 or more Dependents			
Delta Dental of Washington Plan F						
Total Monthly Premium: (2025 Premium Increase of 0%)	\$55.88	\$105.68	\$165.42			
Employee Monthly Contribution at 20%	\$11.18	\$21.14	\$33.08			
Employee Annual Contribution at 20%	\$134.16	\$253.68	\$396.96			
Employer Monthly Contribution at 80%	\$44.70	\$84.54	\$132.34			
Employer Annual Cost	\$536.40	\$1,014.48	\$1,588.08			
Total Annual Premium Cost	\$670.56	\$1,268.16	\$1,985.04			
Willamette Dental						
Total Monthly Premium: (2025 Premium Increase of 6.9%)	\$68.78	\$128.86	\$205.22			
Employee Monthly Contribution at 20%	\$13.76	\$25.77	\$41.04			
Employee Annual Contribution at 20%	\$165.12	\$309.24	\$492.48			
Employer Monthly Contribution at 80%	\$55.02	\$103.09	\$164.18			
Employer Annual Cost	\$660.24	\$1,237.08	\$1,970.16			
Total Annual Premium Cost	\$825.36	\$1,546.32	\$2,462.64			
Kaiser Dental						
Total Monthly Premium: (2025 Premium Decrease of 1.5%)	\$56.98	\$113.96	\$170.94			
Employee Monthly Contribution at 20%	\$11.40	\$22.79	\$34.19			
Employee Annual Contribution at 20%	\$136.80	\$273.48	\$410.28			
Employer Monthly Contribution at 80%	\$45.58	\$91.17	\$136.75			
Employer Annual Cost	\$546.96	\$1,094.04	\$1,641.00			
Total Annual Premium Cost	\$683.76	\$1,367.52	\$2,051.28			

Under the Affordable Care Act, Health Insurers and employers must provide a medical summary of benefits and coverage (SBC) to enrollees upon the group's renewal. The Kaiser and Regence SBCs are available on the City's Nutshell website under Departments/Human Resources/Benefit Documents/2025 Benefits Information and Enrollment Forms. SBC documents are available in paper form upon request to the Human Resources Department.

Memorandum of Understanding
Between
THE CITY OF LONGVIEW
And
LONGVIEW POLICE SUPPORT GUILD

The City of Longview (the “City”) and the Longview Police Support Guild (the “Guild”) enter into this Memorandum of Understanding (“MOU”) for purposes of increasing the opportunity to elect VEBA.

Article 8.6 stipulates a limit to the number of employees that can elect VEBA:

Provided that at no time the number of guild employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the City’s standing in the AWC Trust is not harmed. Underwriting rules prohibit more than twenty-five percent (25%) of the City’s employees from opting out of medical coverage. Example: in 2014 Guild employees represent four percent (4%) of the total City FTE. Twenty-five percent (25%) of this number equals three (3) Guild employees may elect to participate in VEBA.

The parties agree to increase the number of participants that can elect VEBA so as the total number does not need 25% for the Police Department. If the number were to exceed 25% in the Police Department the employees able to elect VEBA will be determined by bargaining group. If it was determined an employee was no longer eligible for VEBA they would need to waive coverage and would not be able to elect medical coverage until open enrollment or if they had a qualified life event.

For example:

If the Police Department extended their 25% allotment by 1 person and the LPSG had an allotment of 3 employees but 4 employees elected VEBA then the 4th employee would waive all coverage until open enrollment or they had a qualified life event at such time they would be eligible to elect medical coverage.

By entering into this MOU, neither party is waiving any bargaining rights, either now or in the future. The parties also hereby agree that this MOU should not be accorded any precedential value whatsoever in any future disputes that may arise between the parties except to enforce this MOU.

Dated this ____ day of _____ 2025

CITY OF LONGVIEW

By:

LONGVIEW POLICE SUPPORT GUILD

By:

Jim Duscha, Interim City Manager

Jeff Leak, Guild President

Robert Huhta, Police Chief

Taylor Yeager, Vice-President

Sabrina Fraidenburg, HR Director

Sean Lemoine, Counsel to Guild

Memorandum of Understanding
Between
THE CITY OF LONGVIEW
And
LONGVIEW POLICE SUPPORT GUILD

The City of Longview (the “City”) and the Longview Police Support Guild (the “Guild”) enter into this Memorandum of Understanding (“MOU”) for purposes of addressing the City’s assignment of animal control enforcement duties to bargaining unit employees.

BACKGROUND

- The Guild represents a bargaining unit of police support employees, including Community Service Officers (“CSOs”).
- The City and the Guild are parties to a collective bargaining agreement (“CBA”) expiring on December 31, 2024.
- Effective January 1, 2024, the City received notification the Humane Society will no longer provide animal control enforcement duties to the City.
- Effective January 1, 2024, the City of Longview CSOs assumed animal control duties.
- Effective January 2025 the Humane Society for Southwest Washington acquires Cowlitz County Humane Society.
- The City and the Guild agree to this MOU for purposes of resolving the impacts of the City’s assignment of animal control enforcement duties to CSOs.

AGREEMENT

- The performance of animal control duties by CSOs is intended as a trial basis, coinciding with expiration of the parties’ current CBA. However with Humane Society for Southwest Washington acquiring Cowlitz County Humane Society, there are ongoing discussions regarding Animal Control for all of Cowlitz County. The parties agree to extend this trial to December 31, 2025. Prior to December 31, 2025, the City may choose to eliminate, reassign, or contract out animal control duties with 30 days’ notice to the Guild. Any affected employees following such a decision are subject to layoff at the discretion of the City, as outlined in CBA Article 2.6. Alternatively, if the City intends to continue the assignment of animal control duties beyond December 31, 2025, the City will provide the Guild with 30 days’ notice for purposes of bargaining an extension to this MOU or incorporating relevant language into a successor CBA.
- To help augment the workforce, the City may hire additional CSOs as “Limited Duration Employees” under CBA Article 2.6. The hiring process for Limited Duration Employees may

begin prior to January 1, 2024. The hiring of Limited Duration Employees does not exclude current CSOs from performing animal control duties when assigned by the City.

- The parties recognize this MOU was negotiated in response to the unique circumstances raised by the Humane Society discontinuing services to the City and being acquired by Humane Society of Southwest Washington. The parties therefore agree this MOU does not constitute a past practice or establish the *status quo* with respect to the scope of bargaining unit work or any other bargaining topics.

Dated this ____ day of _____ 2025

CITY OF LONGVIEW

By:

Jim Duscha, Interim City Manager

Robert Huhta, Police Chief

Sabrina Fraidenburg, HR Director

LONGVIEW POLICE SUPPORT GUILD

By:

Jeff Leak, Guild President

Taylor Yeager, Vice-President

Sean Lemoine, Counsel to Guild



City of Longview

Agenda Summary

RESOLUTION NO. 2542 - AUTHORIZATION TO EXECUTE A STATEMENT OF WORK WITH CHR CREATIVE FOR PURE STORAGE HARDWARE PROCUREMENT AND PROFESSIONAL SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2542

DATE: January 9, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City of Longview recognizes the need to upgrade its data storage systems to improve performance, scalability, and reliability to meet operational needs. The City has identified Pure Storage as a robust and versatile data storage solution, offering superior performance, density, and capacity for use cases including backup, file storage, virtualization, and video editing, as outlined in the attached Statement of Work (SOW). CHR Creative, a trusted vendor, has proposed a comprehensive solution including the provision of Pure Storage hardware and professional services for configuration, installation, and data migration. The total project cost of \$141,950, including \$131,950 for hardware and \$10,000 for professional services, is within the approved budget and has been reviewed and deemed reasonable and necessary to meet the City's technology requirements. CHR Creative will provide project management, oversight, and documentation to ensure successful implementation of the system, and the City will collaborate by providing network configuration support and testing as required.

RECOMMENDED ACTION:

Motion to adopt Resolution No. 2542.

STAFF CONTACT:

Mike Sullivan, IT Director

Attachments:

1. Resolution 2542 - IT Department - Pure SAN Project
2. CHR Creative - COL - Pure Storage SOW

RESOLUTION 2542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE IT DEPARTMENT TO EXECUTE A STATEMENT OF WORK WITH CHR CREATIVE FOR THE PROCUREMENT OF PURE STORAGE HARDWARE AND PROFESSIONAL SERVICES FOR CONFIGURATION, INSTALLATION, AND DATA MIGRATION

WHEREAS, the City of Longview recognizes the need to upgrade its data storage systems to improve performance, scalability, and reliability to meet operational needs; and

WHEREAS, the City has identified Pure Storage as a robust and versatile data storage solution, offering superior performance, density, and capacity for use cases including backup, file storage, virtualization, and video editing, as outlined in the attached Statement of Work (SOW); and

WHEREAS, CHR Creative, a trusted vendor, has proposed a comprehensive solution including the provision of Pure Storage hardware and professional services for configuration, installation, and data migration; and

WHEREAS, the total project cost of \$141,950, including \$131,950 for hardware and \$10,000 for professional services, is within the approved budget and has been reviewed and deemed reasonable and necessary to meet the City's technology requirements; and

WHEREAS, CHR Creative will provide project management, oversight, and documentation to ensure successful implementation of the system, and the City will collaborate by providing network configuration support and testing as required; and

WHEREAS, the City Council finds that the execution of this agreement is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON:

1. The City Manager, or their designee, is hereby authorized to execute the Statement of Work with CHR Creative for the procurement of Pure Storage hardware and associated professional services, as described in the attached document, subject to any non-material modifications deemed necessary and appropriate by the City Attorney.
2. The Finance Department is authorized to process the payment of \$141,950, exclusive of taxes, upon execution of the agreement.
3. It is confirmed that the funding for this project is included in the approved budget for the fiscal year.

4. The City Clerk is directed to maintain a copy of this Resolution and the executed Statement of Work in the official City records.

5. This Resolution shall take effect immediately upon its adoption.

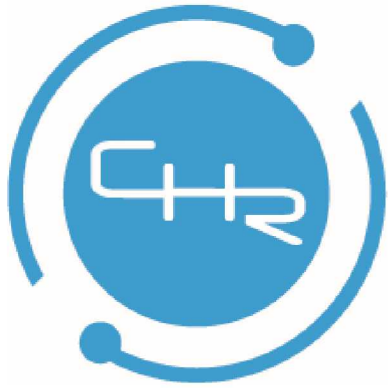
Passed and adopted this 9th day of January 2025.

Mayor

City Attorney

Attest:

City Clerk



CHR Creative

Information Technology:
Inspired.



City of Longview
Pure Storage

Prepared for:
Mike Sullivan
City of Longview

With:
Tanner Bell
Jason Murray
Bryan Christensen
CHR Creative

Date:
January 2, 2025

CHR Creative
12300 SW Mallard Way
Milwaukie, OR 97222

503.427.1807
503.427.1808 (helpdesk)

www.chrcreative.com

Introduction:

CHR is pleased to present City of Longview (COL) with the quote for the Pure Storage system, a robust and versatile solution tailored to meet the organization's data storage needs. These are designed to provide you with a ballpark figure for budgeting purposes. It reflects the current market prices and our commitment to offering competitive rates. The Pure Storage system is renowned for its performance, density, and capacity, making it an ideal choice for a wide range of use cases including backup, file storage, virtualization, and video editing.

Key Responsibilities:

CHR Staff:

- Provide project management, oversight, milestones, and design elements.
- Meet (via electronic meeting format) to review milestones as they occur.
- Update all documentation and diagrams to represent the updated systems.

City of Longview:

- Be available within reasonable expectations to follow-up questions and requests for information.
- Be available to test systems with CHR engineers as needed.
- Provide network configuration support to implement Pure Storage network connectivity.

Project Summary:

This project contains several stages to break the project down into manageable sections and elaboration deliverables. The stages are numbered in the order they will occur, with Stage 1 preceding Stage 2.

Stage 1: Design, Discovery, Planning.

Stage 1(A): Review current configurations for the storage network.

Stage 2: Conduct “burn-in” phase on Pure Storage upon receipt of equipment.

Stage 3: Deliver / Rack / Cable Pure Storage to COL infrastructure.

Stage 4: Configure Network and VMware cluster to access Pure Storage.

Stage 5: Perform test data migrations and verify access / redundancy.

Stage 6: Complete all data storage migrations from EMC SAN to Pure Storage SAN

Stage 7: Complete all design and “as-built” documentation.

Pure Storage Hardware:

Item	Qty
Pure Storage Flash Array (10 x 18.6TB) ~186TB	1
1 Month Evergreen Forever Subscription, NBD Delivery, 24/7 Support	36
Total	\$139,950
CHR Creative Preferred Client Discount	\$8,000
New Total	\$131,950

Professional Services:

Item	Qty
CHR Professional Services (Configuration, Installation & Data Migration)	1
Total	\$10,000

Payment Schedule:

The one-time, project implementation, is due upon execution of this agreement. Taxes are not included in the total.

Authority to Accept Agreement

It is acknowledged by the signatures below that the signers have the authority from their organizations to commit their organizations and sign this contract. Please sign and return a copy of this contract. We will then sign it and return a copy to you. Both our signatures on this contract represent the commitment of this service level agreement. CHR Creative Master Service Agreement Terms and Conditions apply. Applicable sales tax and shipping are estimated, and the final cost will be added at the time of invoice. Available stock from our vendors is subject to change. A copy of our Master Service Agreement may be found here: www.chrcreative.com/terms.

CHR Creative looks forward to being of service. We thank you for this opportunity and appreciate your business.

Accepted and Agreed by:

CHR Creative, LLC

Signature: _____

Title: _____

Name: _____

Date: _____

City of Longview

Signature: _____

Title: _____

Name: _____

Date: _____



City of Longview

Agenda Summary

AMENDMENT NO. 1 TO CITY OF LONGVIEW AGREEMENT FOR LEGAL SERVICES

RECOMMENDED ACTION:

MOTION TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR LEGAL SERVICES FOR CITY ATTORNEY/LEGAL SERVICES BETWEEN THE CITY OF LONGVIEW AND THE LAW FIRM INSLEE BEST DOEZIE & RYDER, PS

COUNCIL INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

An extension of the Agreement for Legal Services and fees as they currently exist until such a time when a city attorney is selected and hired.

FINANCIAL SUMMARY:

Rates are the same as 2024.

STAFF CONTACT:

Chris Collins, Public Works Director/ Assistant City Manager

Attachments:

1. City of Longview - Amendment to Legal Service Agreement(10971748.1)CC

**AMENDMENT NO. 1 to CITY OF LONGVIEW
AGREEMENT FOR LEGAL SERVICES**

This Amendment No. 1 (“Amendment”) to the “Agreement for Legal Services” for City Attorney/Legal Services is entered into between the City of Longview (“City”) and the law firm Inslee Best Doezie & Ryder, PS (“Firm”). The City and Firm are each a “Party” and collectively the “Parties” to this Amendment.

RECITALS:

WHEREAS, the City and Firm entered into an Agreement for Legal Services in May 31, 2023 (the “Underlying Agreement”), with a contract expiration date of December 31, 2024, provided the parties could extend the Underlying Agreement on a month-to-month basis; and

WHEREAS, the City desires to continue to utilize the services of the Firm for legal services; and

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. Section 1, Term, of the Underlying Agreement is hereby amended to read as follows:

This Agreement shall be in effect from January 1, 2025, through December 31, 2025. The term of this Agreement may be extended by mutual agreement of the Parties.

2. The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

4. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year set forth below (“Effective Date”).

Dated this _____ day of January, 2025.

CITY OF LONGVIEW

INSLEE BEST DOEZIE & RYDER, PS

Charlotte Archer, Shareholder

ATTEST



City of Longview

Agenda Summary

CITIZEN SUMMIT OPTIONS

RECOMMENDED ACTION:

COUNCIL CONCURRENCE ON THE PROPOSED THEME, STRUCTURE, AND POTENTIAL DATES FOR THE 2025 LONGVIEW CITIZEN'S SUMMIT

DATE: January 9, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues
Continue effective financial management
Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City of Longview is proposing to conduct a Citizen's Summit in 2025, focusing on a strengths-based approach to community engagement. This initiative responds to the Council's interest in gathering community feedback and aligning efforts towards a shared vision for Longview's future. The proposed summit aims to:

- Engage diverse community members in productive, strengths-based discussions.
- Generate actionable ideas for City Council evaluation.
- Foster trust, collaboration, and commitment among residents.
- Create a roadmap for Longview's future development.

The proposed format includes two accessible sessions, designed to maximize community participation. The agenda will feature:

- Small group discussions focused on current strengths and future vision
- Action mapping and reporting
- Next steps for implementation

We seek Council concurrence on the proposed theme, structure, and potential dates for the 2025 Longview Citizen's Summit.

STAFF CONTACT:

Angela Abel

Attachments:

1. Presentation-Citizen Summit Proposal



Citizen's Summit Proposal - 2025



Goals and Purpose

The primary objectives of the summit are:

1. To gather diverse community voices from all sectors.
2. To foster conversations centered on Longview's strengths and unique attributes.
3. To generate specific, practical ideas for the City Council to evaluate and act upon.

The summit aims to tap into Longview's potential by aligning community strengths with actionable goals and creating a roadmap for the city's future.

Summit Importance & History

Citizen's Summits are essential for shaping the future of communities. When combined with data from the community survey, the Council will gain valuable insights into the needs and preferences of residents, aiding in the development of a strategic plan. The most recent Longview Citizen Summit was held in 2020.



Focus on What's Strong (not What's Wrong)

Summit Overview

The 2025 Longview Citizen's Summit is designed with the theme "Focus on What's Strong (Not What's Wrong)." This approach aims to shift the community engagement paradigm from problem-solving to strength-based discussions.

This strengths-based approach, inspired by Strategic Doing principles, fosters optimism, creativity, and action. It moves beyond traditional problem-solving to focus on possibilities and practical steps forward.

Why this Approach Matters

- Traditional public engagement often highlights what's not working, but rarely does it leave space for the optimism and creativity needed to envision what could be. By focusing on Longview's strengths, we are fostering a mindset of possibility.
- This summit represents an opportunity to set a new tone for community engagement in Longview—one that's grounded in optimism, inclusivity and action.
- We are not trying to identify every possible solution, but about aligning our resources, energy and community will behind a shared vision. Through this process we build momentum, one small purposeful step at a time.

Logistic Proposal

- The summit will be held over two days:
 - Wednesday, March 19, 2025, 6:00 PM - 8:00 PM
 - Saturday, March 22, 2025, 10:00 AM - 12:00 PM
- Both sessions will take place at the Women's Club Building, chosen for its neutral and welcoming atmosphere.
- The discussions will be guided by Council Members and City Leadership, focusing on identifying Longview's strengths, envisioning its future, and developing actionable ideas.

Format and Agenda

1. Check-in and Welcome (30 minutes) – *pre-start time*
2. Opening Remarks and Framing (15 minutes)
3. Table Trust-Building/Icebreaker Exercise (15 minutes)
4. Small Group Discussions (30 minutes each)
 - Round 1: Current Strengths and Resources
 - Round 2: Vision for Longview's future.
5. Action Mapping and Reporting (20 minutes)
6. Closing and Next Steps (10 minutes)

Discussion Framework

Council Members and City Leadership will guide each table's discussion:

- **Current Strengths and Resources**

Key questions: What assets do we already have that make Longview strong? What partnerships or resources can we build on? What small steps could we take to amplify these strengths?

- **Vision for Longview's future.**

Key questions: Imagine Longview as a thriving, vibrant community-what does that look like? What specific projects/actions could bring that vision closer to reality? How can we measure progress on these ideas in the next 12 months?

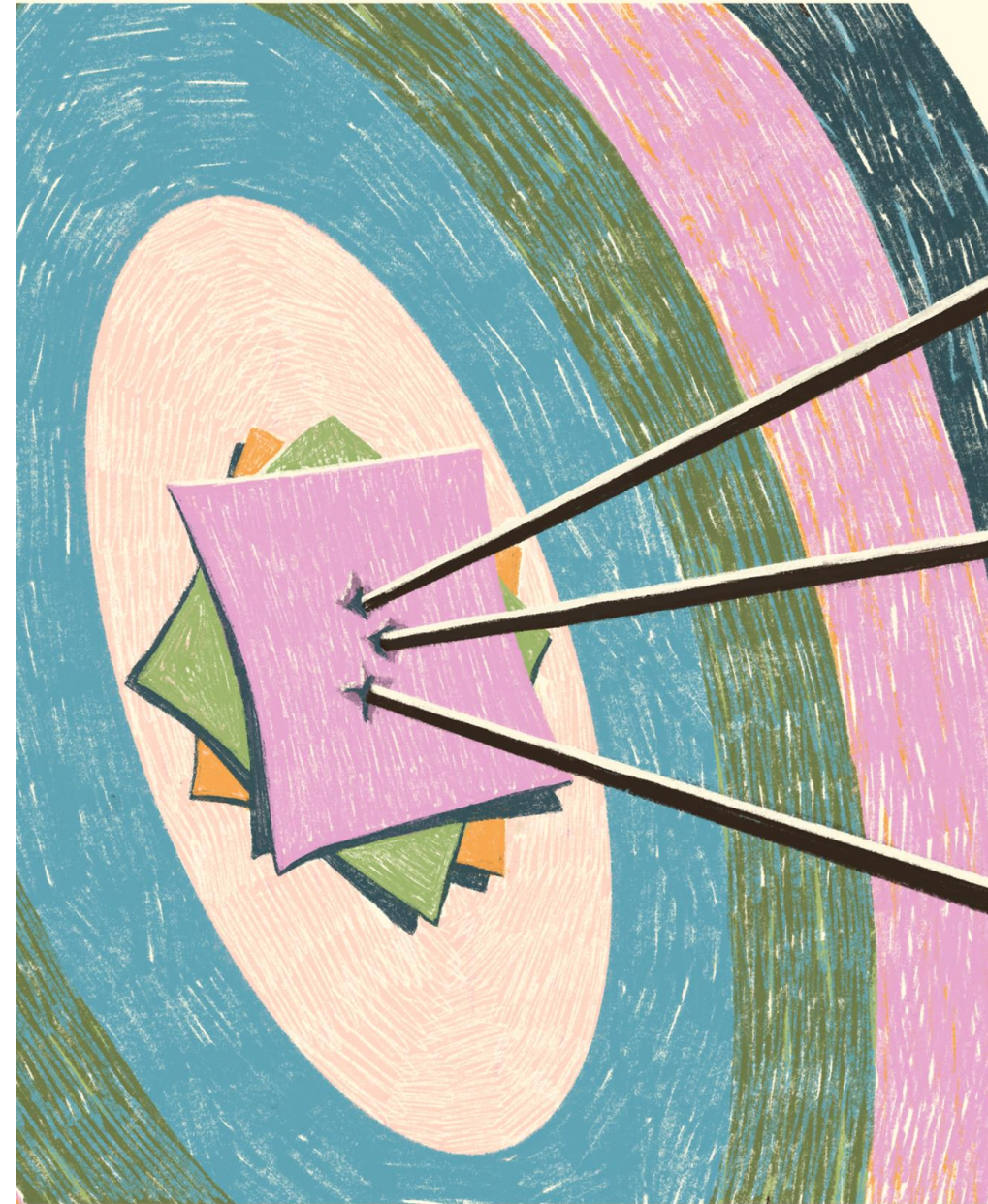
- **Action Mapping and Reporting**

Key questions: What could we do? What should we do? What will we do? When will we check back?

Expected Outcomes

By the end of the summit, we anticipate:

- A collection of diverse perspectives on Longview's strengths and potential
- A set of actionable ideas aligned with the community's vision
- Increased community engagement and collaboration
- A clear roadmap for evaluating and implementing the generated ideas



Next Steps



Next Steps

To move forward with the summit planning, we need the Council's concurrence on:

- The proposed dates and times:
 - Wednesday, March 19 from 6-8 p.m.
 - Saturday, March 22 from 10 a.m.-12 p.m.
- The venue selection: Women's Club
- The overall format and approach

Thank you.



City of Longview

Agenda Summary

REVENUE COMMITTEE RECOMMENDATION FOR 2025

RECOMMENDED ACTION:

PROVIDE STAFF DIRECTION ON THE PROPOSED INITIATIVES

COUNCIL INITIATIVE ADDRESSED:

All

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Provide feedback from the Revenue Committee meeting from December 9th, 2024, and present the committee's 2025 recommendation for proposed strategies to increase revenue and lessen funding constraints to the general fund.

STAFF CONTACT:

Chris Collins, Public Works Director / Asst. City Manager

Attachments:

1. Revenue Committee Report and 2025 Recommendation

Revenue Committee Report and 2025 Recommendation

Current Status

2025-26 General Fund Outlook (2% increase in revenues/3% increase in expenditures in out-years)

	2025	2026	2027	2028	2029
Estimated Beginning Balance	\$17,469,350	\$16,209,568	\$12,893,046	\$8,883,687	\$4,151,314
Revenue:			2% Increase	2% Increase	2% Increase
Baseline Budget	\$46,881,199	\$46,968,686	\$47,908,060	\$48,866,221	\$49,843,545
Estimated B&O Increase	1,440,500	1,440,500	1,440,500	1,440,500	1,440,500
Estimated 2025 Utility Tax Increase	1,500,700	1,500,700	1,500,700	1,500,700	1,500,700
Estimated 2026 Utility Tax Increase	0	1,180,600	1,180,600	1,180,600	1,180,600
Total Revenues:	\$49,822,399	\$51,090,486	\$52,029,860	\$52,988,021	\$53,965,345
Expenditures:			3% Increase	3% Increase	3% Increase
Baseline Budget	\$50,877,181	\$54,195,008	\$56,039,218	\$57,720,395	\$59,452,007
Add Finance Director	\$205,000	\$212,000			
Total Expenditures:	\$51,082,181	\$54,407,008	\$56,039,218	\$57,720,395	\$59,452,007
Estimated Ending Fund Balance	\$16,209,568	\$12,893,046	\$8,883,687	\$4,151,314	(\$1,335,348)
% of Ending Fund Balance	31.73%	23.70%	15.85%	7.19%	-2.25%
Estimated Drawdown on Fund Balance	\$1,259,782	\$3,316,522	\$4,009,359	\$4,732,374	\$5,486,661

December Meeting Goals



Identify the amount of additional revenue needed to maintain current levels of service and/ or restore reduced services for 2027 and beyond.



Identify revenue enhancement opportunities to pursue in 2025.



Make a recommendation to city council for the 2025 revenue enhancement initiatives that best fit within the time and budgetary constraints.



Make the recommendation in January of 2025 to allow for as much time as possible for Council and staff to properly plan for the initiatives.

Revenue Committee Recommendation for 2025

0.2% Transportation
Benefit sales tax. If
approved resend
\$20 car tab fee.

Metropolitan Parks
District. \$0.50 per
\$1000 AV.

Longview Fire
District
Comprehensive/
Feasibility Study.

Transportation Benefit District

Up to a 0.2% sales tax.

Revenues restricted to fund transportation improvement projects in accordance with chapter 36.73 RCW.

Limited to a 10-year period (may exceed 10 years if used to repay debt).

Can go back to the voters for one additional 10-year period.

TBD Financial Plan



The additional 0.2% sales tax could generate between \$1.2 and \$1.5 million annually.



Repealing \$20 of the \$40 car tabs would eliminate \$600,000 in revenue annually.



TBD would be able to subsidize the Street Maintenance division. Increasing general fund contribution by \$500,000 to a total of \$900,000 annually.



The TBD would have between \$900,000-\$1.2 million remaining to contribute to capital transportation projects or matching grant funds.

Metropolitan Parks District

2 available levies available. The first at \$0.50 per \$1000 AV and the second \$0.25 per \$1000 AV. They are considered separate levies.

Creation is authorized by chapter 35.61 RCW.

Can be used for management, control, improvement, maintenance, acquisition of park and recreation facilities and programs.

MPD Financial Plan



The \$0.50 per \$1000 AV new property tax would create approximately an additional \$2,600,000 annually.



The MPD could pay \$2 million for the Parks Maintenance Division.



The MPD would have around \$600,000 remaining to contribute to capital parks projects.

Possible 5-year outlook (TBD sales tax & MPD)

2025-26 General Fund Outlook (2% increase in revenues/3% increase in expenditures in out-years)

	2025	2026	2027	2028	2029
Estimated Beginning Balance	\$17,469,350	\$16,209,568	\$15,393,046	\$13,883,687	\$11,651,314
Revenue:			2% Increase	2% Increase	2% Increase
Baseline Budget	\$46,881,199	\$46,968,686	\$47,908,060	\$48,866,221	\$49,843,545
Estimated B&O Increase	1,440,500	1,440,500	1,440,500	1,440,500	1,440,500
Estimated 2025 Utility Tax Increase	1,500,700	1,500,700	1,500,700	1,500,700	1,500,700
Estimated 2026 Utility Tax Increase	0	1,180,600	1,180,600	1,180,600	1,180,600
Transfer-in from TBD	0	500,000	500,000	500,000	500,000
Transfer-in from MPD	0	2,000,000	2,000,000	2,000,000	2,000,000
Total Revenues:	\$49,822,399	\$53,590,486	\$54,529,860	\$55,488,021	\$56,465,345
Expenditures:			3% Increase	3% Increase	3% Increase
Baseline Budget	\$50,877,181	\$54,195,008	\$56,039,218	\$57,720,395	\$59,452,007
Add Finance Director	\$205,000	\$212,000			
Total Expenditures:	\$51,082,181	\$54,407,008	\$56,039,218	\$57,720,395	\$59,452,007
Estimated Ending Fund Balance	\$16,209,568	\$15,393,046	\$13,883,687	\$11,651,314	\$8,664,652
% of Ending Fund Balance	31.73%	28.29%	24.77%	20.19%	14.57%

Estimated Drawdown on Fund Balance	\$1,259,782	\$816,522	\$1,509,359	\$2,232,374	\$2,986,661
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Fire District Comprehensive Study

Executive
Summary

Community
Needs
Assessment

Existing Fire
Protection and
EMS Overview

Legal and
Governance
Framework

Financial
Analysis

Operational
Planning

Infrastructure
and Logistics

Community
Engagement
and Input

Economic and
Insurance
Impacts

Comparison
with Alternatives

Implementation
Plan

Performance
Metrics and
Monitoring

Revenue Committee Recommendation

1

Place TBD sales tax on November 2025 Ballot.

- Develop a marketing and messaging strategy to reflect council goals.

2

Place \$0.50 MPD levee on the November 2025 ballot.

- Develop a marketing and messaging strategy to reflect council goals.

3

Longview Fire District.
Comprehensive/
Feasibility Study

Council Direction

- **Recommended Action:**
 - Provide direction to staff to proceed/ or modify the Revenue Committee's 2025 recommendation.