



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, February 27, 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):

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

Webinar ID: 823 9413 2374

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
25-001220 JERRY CHAPMAN, DRUMSPEAKER MINISTRIES
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES

25-001180 FEBRUARY 13, 2025 REGULAR MEETING**6. CHANGES TO THE AGENDA****7. EXECUTIVE SESSION****25-00176 LITIGATION OR POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)****8. PRESENTATIONS & AWARDS****25-00189 PROCLAMATION - TEEN DATING VIOLENCE AWARENESS MONTH - FEBRUARY, 2025
RECIPIENT: TOSHA NAKANO, EMERGENCY SUPPORT SHELTER****9. CONSTITUENTS' COMMENTS (Thirty Minutes)****10. PUBLIC HEARINGS****25-00177 PUBLIC HEARING – POTENTIAL REMOVAL OF FLUORIDE FROM CITY WATER SUPPLY****RECOMMENDED ACTION:****RECEIVE STAFF PRESENTATION AND CONDUCT PUBLIC HEARING****11. BOARD & COMMISSION RECOMMENDATIONS****12. ORDINANCES & RESOLUTIONS****25-00194 RESOLUTION NO. 2546 - CLONEY PARK STORMWATER CULVERT REPLACEMENT
AGREEMENT WITH WASHINGTON STATE PUBLIC WORKS BOARD****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2546****13. MAYOR'S REPORT****25-00179 RECOGNITION OF VOLUNTEERS SERVING ON BOARDS AND COMMISSIONS FOR
TERMS COMPLETED IN 2024****14. COUNCILMEMBERS' REPORTS****15. CONSENT CALENDAR****25-001181 APPROVAL OF CLAIMS****16. CITY MANAGER'S REPORT****17. MISCELLANEOUS****18. EXECUTIVE SESSION****25-00175 LEGAL RISK OF CURRENT OR PROPOSED ACTION PER RCW 42.30.110(1)(iii)****19. 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, MARCH 13, 2025 – 6:00 P.M.

THURSDAY, MARCH 27, 2025 – 6:00 P.M. - IMMEDIATELY FOLLOWING THE SPECIAL WORKSHOP ON DOWNTOWN PARKING

NEXT SPECIAL COUNCIL WORKSHOPS:

THURSDAY, MARCH 6, 2025 – 6:00 P.M. – COMMUNITY EVENTS PRIORITY DISCUSSION - LONGVIEW CITY HALL TRAINING ROOM

THURSDAY, MARCH 27, 2025 - 5:00 P.M. - DOWNTOWN PARKING - COUNCIL CHAMBERS

CITIZEN SUMMITS:

WEDNESDAY, MARCH 19, 2025 – 6:00 P.M. – WOMAN'S CLUB, 835 21ST AVE.

SATURDAY, MARCH 22, 2025 - 10:00 A.M. - WOMAN'S CLUB, 835 21ST AVE.



City of Longview

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

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, February 13,
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):

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

Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

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

2. **INVOCATION*/FLAG SALUTE**

The flag salute was recited.

3. **ROLL CALL**

***Present:** Mayor Boudreau, Mayor Pro Tem LaFave, Councilmember Kendall, Councilmember Wallis, Councilmember Young, Councilmember Halvorson*

***Absent/Excused:** Councilmember Wean*

***Staff Present:** City Manager Jennifer Wills, Interim City Attorney Maili Barber, City Clerk Tiffany Ostreim,*

Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Urban Forestry Manager Joanna Martin, Police Chief Robert Huhta, Public Information Officer Angela Abel (remote), Information Technology Director Mike Sullivan

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

A motion was made by Councilmember Kendall, seconded by Councilmember Halvorson, to approve the January 22, 2025 Special Meeting, January 23, 2025 Regular Meeting, January 30, 2025 Special Meeting, and January 30, 2025 Special Meeting/Workshop on Fluoride. The motion carried unanimously.

25-00126 JANUARY 22, 2025 SPECIAL MEETING

25-001221 JANUARY 23, 2025 REGULAR MEETING

25-00127 JANUARY 30, 2025 SPECIAL MEETING

25-001222 JANUARY 30, 2025 SPECIAL MEETING/WORKSHOP - FLUORIDE

6. **CHANGES TO THE AGENDA**

7. **PRESENTATIONS & AWARDS**

25-00152 **COWLITZ PUBLIC FACILITIES DISTRICT REQUEST FOR SUPPORT FOR HOUSE BILL 1109**

Cowlitz County Public Facilities District Board of Directors Member Bob Gregory presented the preferred concept of the Fairgrounds. Key initiatives - adding 3,000 square feet of additional breakout space at the Conference Center, new north gateway entrance at SW 5th Street, expanded indoor equestrian arena, and new RV campsites. Cowlitz PFD is supporting HB 1109. The bill would extend the sales tax rebate up to 65 years, and an additional 25 years from current law. They are ambitiously moving forward with implementation of their master plan and this extension would provide for additional ability to provide funding for the master plan projects.

A motion was made by Councilmember Young, seconded by Councilmember Wallis, to join the Cowlitz PFD and support HB 1109. The motion carried unanimously.

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

Jason Still provided public comment.

9. **PUBLIC HEARINGS**

25-00159 **PUBLIC HEARING – AMENDMENT TO THE 2025 - 2030 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)**

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND ADOPT RESOLUTION NO. 2545.

Public Works Director/Ast. City Manager Chris Collins presented.

Mayor Boudreau opened the public hearing at 6:23 p.m.

Council discussed the presentation.

Mayor Boudreau closed the public hearing at 6:24 p.m.

A motion was made by Councilmember Wallis, seconded by Councilmember Young, to adopt Resolution No. 2545. The motion carried unanimously.

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

12. MAYOR'S REPORT

Mayor Boudreau provided a report.

Council discussed the delegation for the upcoming trip to Washington DC. Will work with federal lobbyists on attendee recommendations and discuss at the February 27, 2025 Regular Council meeting.

13. COUNCILMEMBERS' REPORTS

Councilmember LaFave provided a report.

Councilmember Wallis provided a report.

14. CONSENT CALENDAR

A motion was made by Councilmember Wallis, seconded by Councilmember Kendall, to approve the Consent Calendar.

Jason Still provided public comment.

The motion carried unanimously.

25-001179 APPROVAL OF CLAIMS

25-00154 RESOLUTION NO. 2547 – UPDATE THE PUBLIC WORKS MASTER FEE SCHEDULE

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2547

25-00156 PROJECT COMPLETION – 18TH AVE ADA RAMPS PROJECT

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE 18TH AVE ADA RAMPS PROJECT

25-00155 SET PUBLIC HEARING FOR AMENDMENTS TO MULTIPLE SECTIONS WITHIN CHAPTERS 16, 17, 18, AND 19 OF LMC TO REMOVE SPECIFIC FEE REFERENCES AND TRANSFER TO COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING MARCH 13, 2025

25-00160 SET PUBLIC HEARING FOR PROPOSED ANNEXATION – 4511 OCEAN BEACH HWY AND ASSOCIATED PARCELS

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING MARCH 13, 2025

15. CITY MANAGER'S REPORT

City Manager Wills provided a verbal report.

Chief Huhta thanked the City Street crew for their work during the snow event.

25-00157 CONTRACT FOR ANIMAL SHELTER SERVICES WITH THE HUMANE SOCIETY FOR SOUTHWEST WASHINGTON**RECOMMENDED ACTION:**

AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE-YEAR AGREEMENT WITH THE HUMANE SOCIETY FOR SOUTHWEST WASHINGTON AND DIRECT STAFF TO COLLABORATE WITH LOCAL JURISDICTIONS IN EXPLORING SUSTAINABLE, COOPERATIVE SOLUTIONS FOR FUTURE ANIMAL CONTROL/SHELTER SERVICES

Police Chief Huhta explained the one-year contract. Collaborating with other local jurisdictions to work on a long-term plan for animal control and sheltering.

A motion was made by Councilmember Kendall, seconded by Councilmember Wallis, to authorize the City Manager to execute a one-year agreement with the Humane Society for Southwest Washington and direct staff to collaborate with local jurisdictions in exploring sustainable, cooperative solutions for future animal control/shelter services.

Council discussed the agreement and request for an RFP or RFQ process.

Police Chief Huhta explained the combined effort of the local jurisdictions in negotiating this agreement.

Interim City Attorney Barber spoke in support of the agreement.

City Manager Wills explained the future work scheduled.

Public Works Director/Ast. City Manager Collins relayed the next meeting of the local jurisdictions.

Jason Still provided public comment.

The motion carried by the following vote:

Ayes: Councilmember Kendall, Councilmember Wallis, Councilmember Young, Councilmember LaFave

Nays: Councilmember Halvorson, Mayor Boudreau

25-00158 SPIRIT LAKE COLLABORATIVE SUPPORT LETTER - CWCOC

Public Works Director/Assistant City Manager Collins explained the Spirit Lake Collaborative.

Council concurred to send the letter of support to Cowlitz-Wahkiakum Council of Governments.

16. MISCELLANEOUS**17. EXECUTIVE SESSION****18. ADJOURNMENT**

The meeting was adjourned at 7:04 p.m.

*Tiffany Ostreim
City Clerk*

***Approved: _____
Mayor***

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, FEBRUARY 27, 2025 – 6:00 P.M.

THURSDAY, MARCH 13, 2025 – 6:00 P.M.

CITIZEN SUMMIT:

WEDNESDAY, MARCH 19, 2025 - 6:00 P.M. - WOMAN'S CLUB

SATURDAY, MARCH 22, 2025 – 10:00 A.M. - WOMAN'S CLUB

Proclamation

City of Longview, Washington

Teen Dating Violence Awareness Month February 2025

WHEREAS, teen dating violence is a serious public health issue affecting young people across the United States; and

WHEREAS, one in three adolescents in the US experience some form of physical, emotional, sexual, and verbal abuse; and

WHEREAS, early intervention and prevention efforts are crucial to breaking the cycle of teen dating violence; and

WHEREAS, raising awareness about teen dating violence and providing support to victims is essential to creating a safe and healthy environment for all young people; and

WHEREAS, the city recognizes the vital role the Emergency Support Shelter performs as it assists victims of teen dating violence by offering support services, prevention and education; and

WHEREAS, by providing young people with education about healthy relationships and changing attitudes that support violence, experts in the field recognize that dating violence can be prevented; and

*NOW, THEREFORE, I, Spencer Boudreau, Mayor of the City of Longview, Washington, do hereby proclaim the month of February 2025 as **Teen Dating Violence Awareness Month**, and encourage all schools and community organizations within our city to actively participate by organizing and promoting educational workshops, awareness campaigns and support groups for young people. It is essential for the City to utilize this opportunity to educate students and community members about healthy relationships, the signs of teen dating violence, and the available resources for support and assistance.*

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 27th day of February 2025.

Spencer Boudreau, Mayor



City of Longview

Agenda Summary

PUBLIC HEARING – POTENTIAL REMOVAL OF FLUORIDE FROM CITY WATER SUPPLY

RECOMMENDED ACTION:

RECEIVE STAFF PRESENTATION AND CONDUCT PUBLIC HEARING

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues.

Provide sustainable water quality & environmental infrastructure.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

City Council approved Resolution No. 2514 on August 27, 2024, directing staff to schedule and conduct a workshop in January 2025 and hold a public hearing on February 27, 2025. The topic of these meetings is the use of fluoride in Longview's water supply and whether it should remain.

The workshop has been conducted, and this agenda item represents the public hearing.

If the Council directs staff to draft an ordinance to remove fluoride, the earliest the action could be decided is May 28, 2025. However, the closest regular Council meeting after the required 90-day period is June 12, 2025.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. Fluoride_revised

Fluoride in Longview

February 27, 2025

Chris Collins, Public Works Director | Assistant City Manager

**LONGVIEW | W
A**

AGENDA

01

CITY OF LONGVIEW & FLUORIDE HISTORY

02

CURRENT STATUS

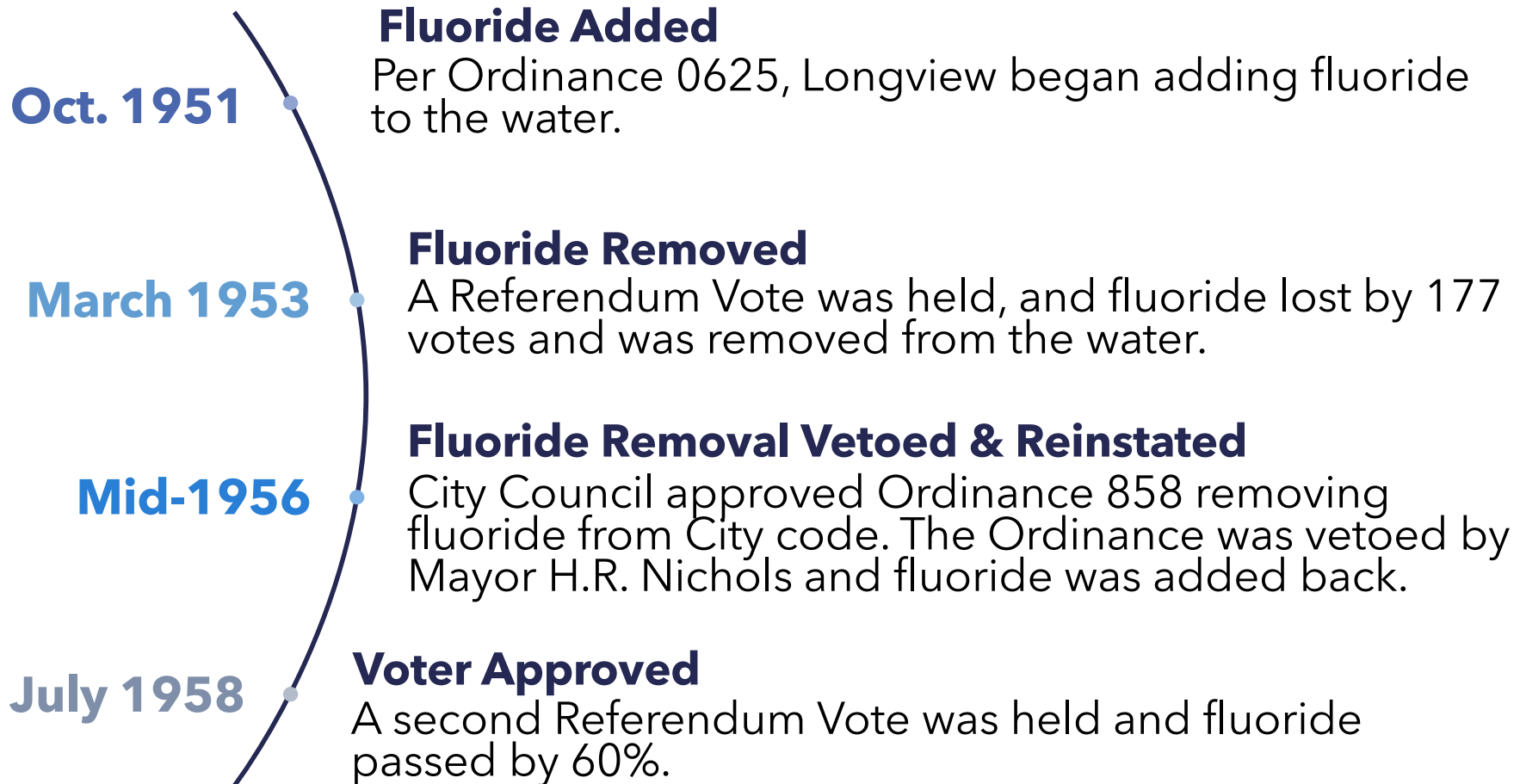
03

COSTS/ PROJECTS

04

PARTICIPANTS AGREEMENT

History of Fluoride in Longview



Current Status

Longview Water comes from the Columbia River Aquifer.

.21-.31

mg/L*

Naturally, our water has .21 to .31 mg/L amounts of fluoride.

.25

mg/L*

The average at City of Longview wells is .25 mg/L.

.7

mg/L*

Washington State Department of Health requires .7 mg/L.

+/- .2

mg/L*

WAC 246-290-460 requires an operating range of +/- .2. If outside operating parameters adjustments must be made.

*** PARTS PER MILLION**

maximum allowed levels.

The state recommends monitoring for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

REGULATED SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	MCLG [MRDLG]	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Alpha Emitters (pCi/L)	2023	15	0	ND	NA	No	Erosion of natural deposits
Arsenic (ppb)	2023	10	0	2.3	NA	No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
Combined Radium (pCi/L)	2023	5	0	ND	NA	No	Erosion of natural deposits
Fluoride (ppm)	2023	4	4	0.96	0.37–0.96	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Haloacetic Acids [HAAs]–Stage 2 (ppb)	2023	60	NA	19.00	12.0–26.0	No	By-product of drinking water disinfection
Nitrate (ppm)	2023	10	10	ND	NA	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
TTHMs [total trihalomethanes]–Stage 2 (ppb)	2023	80	NA	34.75	24.0–44.0	No	By-product of drinking water disinfection

Tap water samples were collected for lead and copper analyses from sample sites throughout the community

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AL	MCLG	AMOUNT DETECTED (90TH %ILE)	SITES ABOVE AL/TOTAL SITES	VIOLATION	TYPICAL SOURCE
Copper (ppm)	2023	1.3	1.3	0.28	0/30	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead (ppb)	2023	15	0	1.1	0/30	No	Lead service lines; Corrosion of household plumbing systems, including fittings and fixtures; Erosion of natural deposits

Source Water Assessment

In March 2012, a source water assessment was completed for our system. The purpose of the assessment is to determine the susceptibility of

tested. The 90th percentile is equal to or greater than 90% of our lead and copper detections.

AL (Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

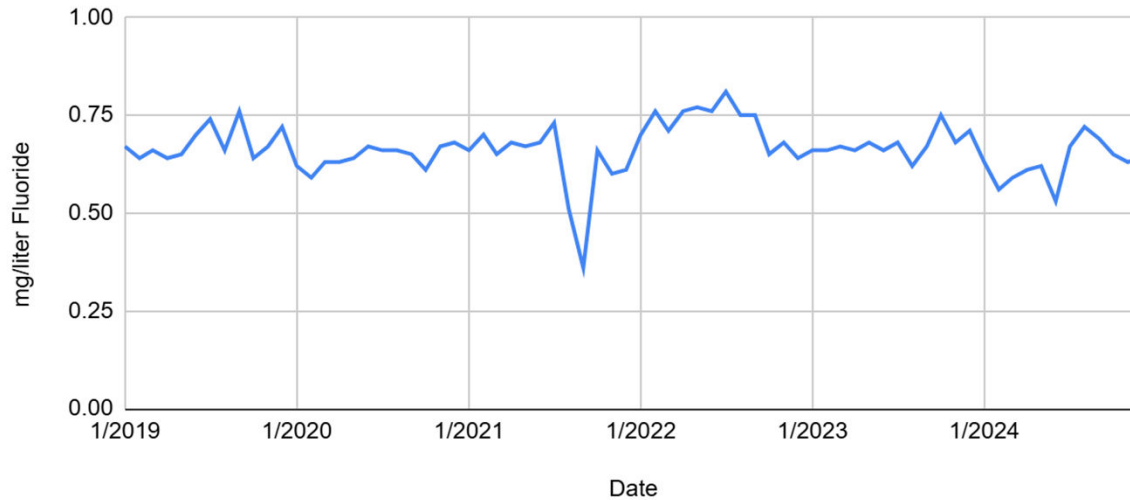
MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable.

ND (Not detected): Indicates that the substance was not found by laboratory analysis.

Monthly Fluoride Concentration in Longview Water



6-year average
0.66 ppm



Fluoridation Monthly Operations Report Form for Fluoride Acids

DOH Form 331-497
Jan, 2016

System Name : City of Longview System ID: 48100
FIP No: 01 Month/Year: 1 / 2024
Contact Name: Brian Steveson Phone #: 360-442-5700

	Water Production		Fluoride Additive		Monitoring	
Date	Meter Reading	Volume Treated	Total Remaining (Circle one)	Quantity Used (Circle one)	Calculated Dosage	Field Tested Result*
	(MG)	(MG)	(lbs)	(lbs)	(mg/L)	(mg/L)
Prev.			10709			
1		2.81	10662	47	0.61	0.70
2		4.31	10591	71	0.61	0.60
3		4.33	10521	70	0.60	0.66
4		4.16	10455	66	0.60	0.60
5		5.02	10378	77	0.58	0.55
6		3.50	10313	65	0.65	0.73
7		5.07	10242	71	0.56	0.62
8		2.55	10198	44	0.63	0.67
9		5.70	10092	106	0.66	0.58
10		2.91	10042	50	0.62	0.55
11		5.45	9951	91	0.61	0.68
12		4.66	9850	101	0.72	0.61
13		4.64	9761	89	0.67	0.67
14		4.52	9712	49	0.49	0.71
15		5.00	9547	165	0.97	0.66
16		4.74	9437	110	0.76	0.68
17		6.42	9321	116	0.64	0.63
18		6.03	9215	106	0.63	0.70
19		6.63	9104	111	0.61	0.52
20		4.98	9019	85	0.62	0.72
21		4.47	8946	73	0.61	0.68
22		4.58	8878	68	0.57	0.58
23		4.07	8813	65	0.60	0.65
24		5.26	8732	81	0.59	0.70
25		5.14	8646	86	0.61	0.65
26		4.13	8574	72	0.63	0.65
27		4.43	8510	64	0.56	0.61
28		4.52	8438	72	0.60	0.58
29		4.95	8342	96	0.67	0.64
30		3.88	8279	63	0.60	0.62
31		5.81	8180	99	0.62	0.69
Total		144.67		2529		
Min					#DIV/0!	0.52
Max					#DIV/0!	0.73
Avg					0.63	0.64
Count Total					31	31
Count within Range					29	31
Percent within Range					94%	100%

The Department of Health supports water fluoridation as a sound population-based public health measure, and supports communities in their efforts to maintain and fluoridate community water supplies.

Raw Water Data:
Date of Last Sample: 01/08/24
Lab Result: 0.3 mg/L

Fluoride Additive Data:
☒ Fluorosilicic Acid ☐ Sodium Fluorosilicate
Manufacturer: Cascade Columbia
ANSI-NSF Standard 60 Approved ☒ Yes
Percent strength of acid used: 23 %
Specific Gravity (SG) of acid: 1 g/cm³

Testing and Monitoring:
*Instrument used in field testing (Make/Model):
HACH DR3900
Method used: ☒ SPADNS ☐ Electrode

Weekly Instrument Calibration:		
Date	Standard mg/L	Result mg/L
1/2/24	1.0	1.0
1/8/24	1.0	1.1
1/17/24	1.0	1.1
1/22/24	1.0	1.0
1/29/24	1.0	1.0

Date Split Sample Taken: 1/8/24
Split Sample Result mg/L: 0.65

Process Interruption(s) (date/time):	
1st Start:	
End:	
2nd Start:	
End:	
3rd Start:	
End:	

Explain cause and corrective actions taken for interruption(s) on back of page.

Please send your report to us by the 10th day of the following month.

Certified Operator Signature: THOMAS T DALY Date: 02/05/24
Washington Certification No.: 7925

If you need this publication in an alternative format, call 800.525.0127 (TDD/TTY call 711).

Fluoridation Costs

- The City of Longview currently spends ~\$14,000 annually on fluoride.
- Capitol Projects:

Project:	Budget	Year
Well House Stabilizations	120,000	2025
Pump House Remodels	260,000	2026
Replace Security Cameras	17,000	2026
Seal Coat Asphalt	77,000	2027
Catwalk Platform	84,000	2027
Equipment Building	200,000	2027
3rd Hypochlorite Tank	200,000	2028
Repaint Filters	107,000	2029
SCADA PLC Network	248,000	2029

Participants Agreement

- **Beacon Hill Water and Sewer District is part owner of the treatment plant.**
- **Any decision made will need to be reciprocated by the District.**

Thank you.

LONGVIEW | **W
A**



City of Longview

Agenda Summary

RESOLUTION NO. 2546 - CLONEY PARK STORMWATER CULVERT REPLACEMENT AGREEMENT WITH WASHINGTON STATE PUBLIC WORKS BOARD

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2546

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

In 2024, the City received \$4.5 million in federal and state grants and private business donations to renovate Cloney park with all inclusive, assessable playground transforming the current park into welcoming space for all.

During project design, it was determined that the 54" stormwater pipe located in the park need to be replaced due to age and condition of the pipe. With the new playground being constructed on top of the pipe, there is a risk of constructing the improvements on top of the pipe without replacing the pipe.

The proposed project will abandon the 54" pipe in place between Nichols Boulevard and the recreation building parking lot and will replace this pipe with two new conveyance system consisting of 30" and 12" pipe and associated structures. This solution is the most cost effective and practical way to support the development of the Cloney park and \$4.5 million investment as well as ensure long-term stormwater management and sustainability.

The stormwater pipe replacement project is estimated at \$1.56 million. The city applied for funding through the Washington State Public Works Board and received \$500k in grant and \$500K in low interest loan.

Resolution No. 2546 authorizes the City Manager to enter into an agreement no. PE25-96103-002 with the Public Works Board.

STAFF CONTACT:

Ivona Kininmonth, Engineer

Attachments:

1. Res 2546 PW Agreement
2. Res 2546 Attachment A
3. Cloney EXHIBIT A
4. Cloney EXHIBIT B

RESOLUTION NO. 2546

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE PUBLIC WORKS BOARD REGARDING FUNDING FOR CLONEY PARK STORMWATER PIPE REPLACEMENT

WHEREAS, the City of Longview ("City") owns and operates Cloney Park, a public facility utilized for recreational and outdoor activities purposes and received funding to replace the existing playground with an all-inclusive, accessible playground; and

WHEREAS, an existing 54" stormwater culvert is located in the Cloney park and it's in a need to be replaced before the playground is constructed; and

WHEREAS, the City applied for and received grant and loan funding from Washington State Public Works Board through their emergency funding program; and

WHEREAS, the Public Works Board awarded and prepared an agreement for the funding; and

WHEREAS, it is in the best interest of the City and the public to approve and execute this agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AS FOLLOWS:

Section 1. The City Manager is authorized to execute the agreement with Public Works Board to provide funding for the Cloney Park Stormwater project, which agreement is provided as Attachment A and forming a part of this resolution.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a meeting of said City Council held on the 27th day of February 2025.

M A Y O R

ATTEST:

City Clerk

AGREEMENT FACE SHEET

Agreement Number: PE25-96103-002

PUBLIC WORKS BOARD EMERGENCY FUNDING AGREEMENT

1. Contractor City of Longview 1525 Broadway St PO Box 128 Longview, WA 98632		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Ivona Kininmouth, ivonak@ci.longview.wa.us		4. Public Works Board Representative Max Wedding, max.wedding@commerce.wa.gov	
5. Agreement Amount \$1,000,000.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date June 1, 2045
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # N/A	11. SWV # 0003149-00	12. UBI # 084-001-153	13. UEI # N/A
14. Agreement Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.			
The Board, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Agreement Terms and Conditions including Declarations Page, and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR <u>PER PWB: THIS COPY NOT FOR SIGNATURE</u> Signature _____ _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Dawn Cortez Assistant Attorney General Signature on file	

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Longview
Agreement Number: PE25-96103-002

PROJECT INFORMATION

Project Title: Cloney Park Stormwater Culvert Replacement
Project City: Longview
Project State: **Washington**
Project Zip Code: 98632

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$500,000
Loan Term, if applicable: 20 years
Interest Rate: 0.86%
Payment Month: June 1

GRANT FUNDING:

Grant Amount: \$500,000
Grant Portion of Total Funding: 50%

PROJECT TOTALS:

Total Funding: \$1,000,000
Total Estimated Cost: \$1,526,000
Earliest Date for Cost Reimbursement: December 2, 2024
Agreement Time of Performance: 12 months from Execution Date of this Agreement to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

n/a

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project will replace approximately 1,925 linear feet of 54" stormwater corrugated metal culvert with two systems of approximately 1,850 linear feet of 30" or 12" CPSSP pipe with new manhole structures, catch basins and associated tie-ins. Other incidental project work included is dewatering, excavation, concrete/asphalt replacement, traffic control, and erosion control.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards.

This page is intentionally blank



TABLE OF CONTENTS

AGREEMENT TERMS AND CONDITIONS	1
SPECIAL TERMS AND CONDITIONS	1
1.1 Definitions	1
1.2 Authority	1
1.3 Purpose	1
1.4 Order of Precedence	1
1.5 Competitive Bidding Requirements	1
1.6 Default in Repayment.....	2
1.7 Sub-Contractor Data Collection	2
1.8 Eligible Project Costs.....	2
1.9 Historical and Cultural Resources.....	2
1.10 Project Completion Amendment and Certified Project Completion Report.....	3
1.11 Rate and Term of Loan.....	3
1.12 Recapture	3
1.13 Reimbursement Procedures and Payment	4
1.14 Repayment	5
1.15 Reports	5
1.16 Termination for Cause	5
1.17 Termination for Convenience.....	5
1.18 Time of Performance.....	5
1.19 Agreement Suspension	6
1.20 Special Conditions	6
1.21 Loan Security	6
GENERAL TERMS AND CONDITIONS	7
2.1 DEFINITIONS	7
2.2 ALLOWABLE COSTS	7
2.3 ALL WRITINGS CONTAINED HEREIN	7
2.4 AMENDMENTS	7
2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35	7
2.6 APPROVAL.....	7
2.7 ASSIGNMENT.....	7
2.8 ATTORNEYS' FEES	8
2.9 AUDIT.....	8
2.10 CODE REQUIREMENTS	8
2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	8
2.12 CONFORMANCE	9
2.13 COPYRIGHT PROVISIONS.....	9
2.14 DISALLOWED COSTS	9
2.15 DISPUTES.....	9
2.16 DUPLICATE PAYMENT	10
2.17 ETHICS/CONFLICTS OF INTEREST	10
2.18 GOVERNING LAW AND VENUE	10
2.19 INDEMNIFICATION	10
2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR	10
2.21 INDUSTRIAL INSURANCE COVERAGE.....	11
2.22 LAWS	11
2.23 LICENSING, ACCREDITATION AND REGISTRATION	11
2.24 LIMITATION OF AUTHORITY	12
2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION.....	12
2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS	12

2.27	PAY EQUITY	12
2.28	POLITICAL ACTIVITIES	12
2.29	PREVAILING WAGE LAW	12
2.30	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION	13
2.31	PUBLICITY	13
2.32	RECAPTURE	13
2.33	RECORDS MAINTENANCE	13
2.34	REGISTRATION WITH DEPARTMENT OF REVENUE	13
2.35	RIGHT OF INSPECTION	13
2.36	SAVINGS	13
2.37	SEVERABILITY	14
2.38	SUBCONTRACTING	14
2.39	SURVIVAL	14
2.40	TAXES	14
2.41	TERMINATION FOR CAUSE / SUSPENSION	14
2.42	TERMINATION FOR CONVENIENCE	15
2.43	TERMINATION PROCEDURES	15
2.44	WAIVER	15
ATTACHMENT I: ATTORNEY'S CERTIFICATION		18

AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD EMERGENCY FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Emergency Funding Agreement the following terms shall have the meaning set forth below:

- A. "Agreement" shall mean this Emergency Funding Agreement.
- B. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving either a loan or a grant of funds to complete the project described in the scope of work described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in THIS STYLE for easier identification.
- E. "Traditional Program Policy Handbook" shall mean the handbook found at the [PWB Traditional Financing Webpage](#) and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the Board has awarded the Contractor Public Works Board emergency funding for an approved public works project.

1.3 Purpose

The Board and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Board.

1.6 Default in Repayment

If the funding under this Agreement constitutes a loan, loan repayments shall be made on the loan in accordance with Section 1.14 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time the Project Completion Amendment is submitted, as provided for in Section 1.10.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.7 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.8 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in declared SCOPE OF WORK. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the EARLIEST DATE FOR COST REIMBURSEMENT shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.9 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement, Contractor shall cooperate with the Board to complete the requirements of Governor's Executive Order 21-02 or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the Board and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the Board and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Board Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the

remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the SCOPE OF WORK in the Declarations page.

In addition to the requirements set forth in this Agreement, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.10 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the SCOPE OF WORK are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared SCOPE OF WORK, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. Pictures of Completed Project, as appropriate.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the SCOPE OF WORK and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.11 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund Contractor sum not to exceed the LOAN AMOUNT shown on the Agreement Face Sheet and declared on the Agreement Declarations Page. The interest rate shall be the declared INTEREST RATE per annum on the outstanding principal balance. The length of the loan shall not exceed the declared LOAN TERM in years, with the final payment due by the AGREEMENT END DATE as shown on the Agreement Face Sheet.

Any grant funding shall be spent from the award proportionally to the % OF FUNDING AS GRANT. The percent of grant funding shall not be changed regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship at project completion.

1.12 Recapture

The right of recapture Section 2.32. Recapture, shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

1.13 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time, the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriations become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in the Agreement Face Sheet and Declarations Page.

The Contractor shall submit all Invoice Vouchers and all required documentation per guidance in the Board Traditional Program Policy Handbook.

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through Commerce's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to Commerce's online A-19 portal, a hard copy A-19 form may be provided by the Board Project Manager upon request.

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board.

Requests for reimbursements for costs related to construction activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.9, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not less than quarterly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Board.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Costs billed to the funding authorized by this Agreement may be used to help fund all or part of an emergency public works project less any reimbursement from any of the following sources: (1) Federal disaster or emergency funds, including funds from the federal emergency management agency; (2) state disaster or emergency funds; (3) insurance settlements; or (4) litigation. If the Contractor receives funds from these, or any other sources, any duplicate reimbursement of costs invoiced to the Board, the relevant previously-reimbursed costs shall be returned to the Board within 30 days of receipt of the duplicated funds.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works funding disbursement shall bring the total

funding to the lesser of 100% of the eligible project costs or the declared TOTAL FUNDING under this Agreement.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.14 Repayment

If the Agreement is for a loan, loan repayment installments are due on the day and month identified under the term: PAYMENT MONTH on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified PAYMENT MONTH date of each year during the remaining term of the loan.

Repayment of a loan under this Agreement shall include the declared INTEREST RATE per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the AGREEMENT END DATE shown on the Agreement Face Page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.15 Reports

The Contractor shall furnish the Board with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.10);
- D. Pictures and short videos of various stages of the project; and
- E. Other reports as the Board may require.

1.16 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the SCOPE OF WORK, the Board may terminate the Agreement in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.17 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the Board may suspend or terminate this Agreement in the event that federal or state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this Agreement. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.18 Time of Performance

No later than twelve (12) months after the date of Agreement execution, the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this Agreement shall be for the entire term stated in Section 8 of the Agreement Face Sheet, regardless of actual project completion, unless terminated in writing sooner.

1.19 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work will be suspended effective July 1. The Contractor shall immediately suspend work and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The Board shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.20 Special Conditions

If SPECIAL CONDITIONS are listed on the Agreement Declarations Page, then those conditions are herein incorporated as part of the terms and requirements of this Agreement.

1.21 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Agreement Face Sheet.

2.3 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 to bind any of the parties hereto.

2.4 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This Agreement shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board's requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its

policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Agreement whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this Agreement. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;

- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

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

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable state or federal law related to ethics or conflicts of interest.

2.18 GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Agreement. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- D. Discrimination-Human Rights Commission, RCW 49.60.
- E. Ethics in Public Service, RCW 42.52.
- F. Housing Assistance Program, RCW 43.185.
- G. Interlocal Cooperation Act, RCW 39.34.
- H. Noise Control, RCW 70.107.
- I. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- J. Open Public Meetings Act, RCW 42.30.
- K. Prevailing Wages on Public Works, RCW 39.12.
- L. Public Records Act, RCW 42.56.
- M. Relocation Assistance - Real Property Acquisition Policy, RCW 8.26.
- N. Shoreline Management Act of 1971, RCW 90.58.
- O. State Budgeting, Accounting, and Reporting System, RCW 43.88.
- P. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State Environmental Policy, RCW 43.21C.
- S. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, the Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's, non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential, and account for the entire differential.

This Agreement may be terminated by the Board, if the Department of Commerce or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to

evidence compliance with RCW 39.12, and shall make such records available for the Board's review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

2.32 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this Agreement.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost, all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the Board may terminate the Agreement

under the "Termination for Convenience" clause, without the ten-business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.38 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE / SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Agreement, the Board may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Agreement or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement

Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the Board shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A.** Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;
- C.** Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- D.** Preserve and transfer any materials, Agreement deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Agreement, the Board shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD EMERGENCY FUNDING PROGRAM

City of Longview
PE25-96103-002

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Longview (the Contractor); and

I have also examined any and all documents and records, which are pertinent to the Agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board funding and to provide for any required repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from and requirement to repay the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation, which will materially affect any requirement to repay such loan on the terms contained in the Agreement.
4. Assumption of any obligation to repay would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

PER PWB: THIS COPY NOT FOR SIGNATURE

Signature of Attorney

Date

Name

EXHIBIT A CLONEY PARK STORM PIPE REPLACEMENT



CLONEY PARK INCLUSIVE PLAYGROUND DESIGN

Enter the land of forest and river, which have sustained life here for thousands of years. Explore the interwoven stories of the Cowlitz Tribe and today’s timber industry through play. Imagine life in the forest, summit a mountain, swing above the trees, and gather with friends. This is a place where everyone can play!

GATEWAY AREAS

- G1 Inclusive Art Sphere
- G2 Tribal Plantings
- G3 Welcome Sign
- G4 Animal Tracks

PICNIC AREA

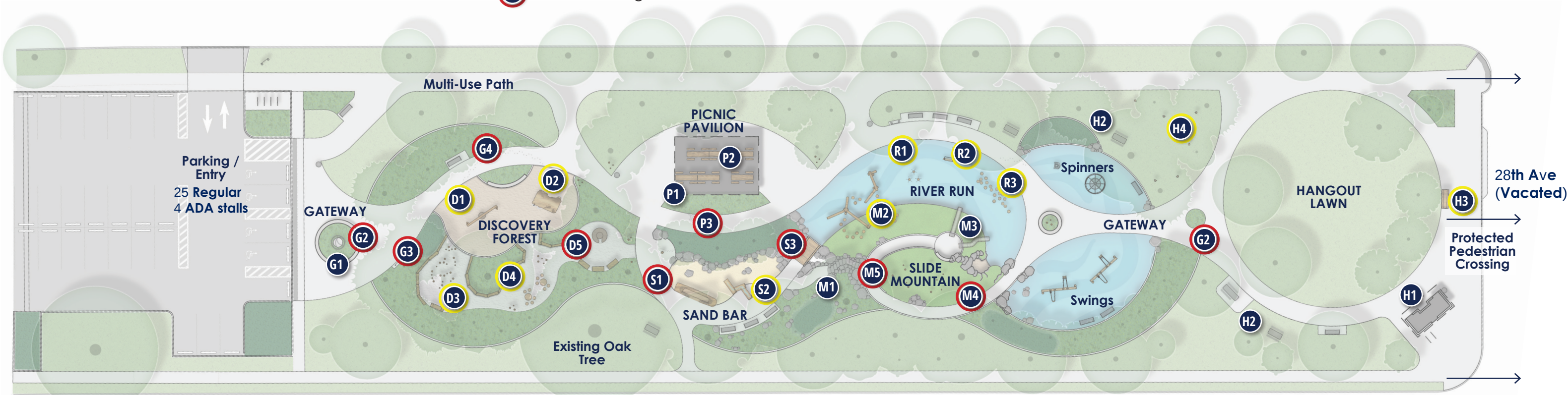
- P1 Picnic Shelter
- P2 ADA Picnic Tables
- P3 Smelt Crossing

DISCOVERY FOREST AREA

- D1 Group Swing
- D2 Giant Sequoia Log
- D3 Log Pole Labyrinth
- D4 Stump Tea Party
- D5 Nest Basket + Folklore Circle

SANDBAR AREA

- S1 Cowlitz Canoe Replica
- S2 Log Trough for Sand + Water Play
- S3 Boardwalk + Cowlitz Tribal Plantings



SLIDE MOUNTAIN AREA

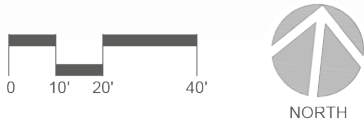
- M1 Boulder Trail
- M2 Log Scramble
- M3 Hill Slides
- M4 Boulder Scramble + Cave
- M5 Slide Mountain Ramp

RIVER RUN AREA

- R1 Climbing Trees
- R2 Log Roll
- R3 Log Steppers

HANGOUT LAWN AREA

- H1 All User Restroom
- H2 Picnic Tables
- H3 Log Stack + Saw Art
- H4 Hammock Grove



PLAN LEGEND

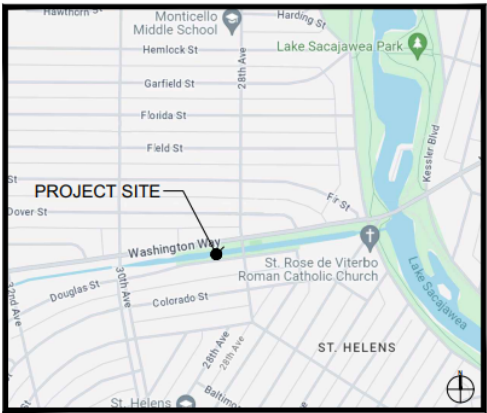
- Planting Area
- Flexible Lawn
- Trees
- X# Standard Park Feature
- X# Cowlitz Tribal Story
- X# Longview Timber Story

CLONEY PARK INCLUSIVE PLAYGROUND DESIGN

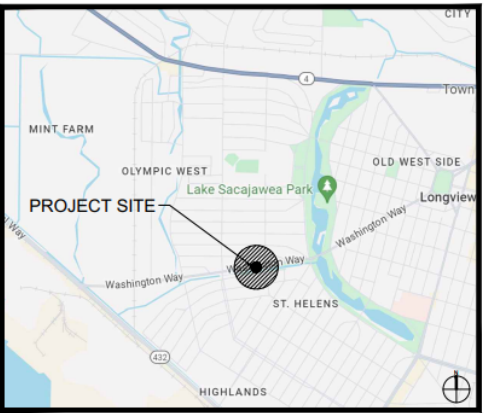


Enter the land of forest and river, which have sustained life here for thousands of years. Explore the interwoven stories of the Cowlitz Tribe and today's timber industry through play. Imagine life in the forest, summit a mountain, swing above the trees, and gather with friends. This is a place where everyone can play!

AREA MAP



VICINITY MAP



PLAN LEGEND

- Planting Area
- Flexible Lawn
- Trees



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 FEBRUARY 2025 ACCOUNTS PAYABLE: \$2,976,437.19

FIRST HALF FEBRUARY 2025 PAYROLL:

\$8,433.09, checks
\$987,573.21, direct deposits
\$648,491.52, wire transfers
\$1,644,497.82 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Sara Rios, Payroll Specialist

Attachments: None