



# City of Longview

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

## Agenda

### City Council

*Mayor Erik Halvorson  
Mayor Pro Tem Keith Young  
Council Member Chris Bryant  
Council Member Mike Claxton  
Council Member Ruth Kendall  
Council Member Kalei LaFave  
Council Member Wayne Nichols*

Thursday, February 26, 2026

6:00 PM

2nd Floor, City Hall

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

Telephone options (dial any of the following numbers):

1-253-215-8782 or 1-346-248-7799 or 1-408-638-0968 or 1-669-900-6833

Webinar ID: 823 9413 2374

1. CALL TO ORDER

2. INVOCATION\*/FLAG SALUTE

26-00169 LARRY RUSSELL, KELSO/LONGVIEW MINISTERIAL ASSOCIATION PRESIDENT

3. ROLL CALL

4. WORKSHOP

5. APPROVAL OF MINUTES

26-0054 FEBRUARY 12, 2026 REGULAR MEETING MINUTES

6. CHANGES TO THE AGENDA

7. **PRESENTATIONS & AWARDS**

26-00151 THREE RIVERS REGIONAL WASTEWATER AUTHORITY (TRRWA) DISCHARGE PRETREATMENT POLICY

**RECOMMENDED ACTION:**  
INFORMATION ONLY. NO ACTION REQUESTED.

26-00153 2025 WRAP UP / 2026 COMMUNITY DEVELOPMENT LEGISLATIVE PLAN

**RECOMMENDED ACTION:**  
PROVIDE DIRECTION ON PRIORITY OF ACTIVITIES

26-00175 ROTARY CLUB OF LONGVIEW MARTIN DOCK PROJECT

8. **CONSTITUENTS' COMMENTS - NON-AGENDA ITEMS (Thirty Minutes)**

9. **PUBLIC HEARINGS**

10. **CONSTITUENTS' COMMENTS - AGENDA ITEMS (Thirty Minutes)**

11. **BOARD & COMMISSION RECOMMENDATIONS**

26-00167 LODGING TAX ADVISORY COMMITTEE RECOMMENDATION ON CHANGE OF SCOPE FOR USAGE OF 2026 TOURISM FUND AWARD

**RECOMMENDED ACTION:**  
MOTION TO APPROVE THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE TO AMEND THE SCOPE OF THE LADIES OF THE LAKE QUILT GUILD LODGING TAX TOURISM FUNDING AWARD, ALLOWING A CHANGE IN SCOPE FROM A QUILT SHOW TO A FABRIC AND SEWING SUPPLIES SALE AS EXPLAINED ABOVE AND AS RECOMMENDED BY THE LODGING TAX ADVISORY COMMITTEE

26-00166 ACCESSIBILITY ADVISORY COMMITTEE RECOMMENDATIONS ON UPGRADES IN RESTROOMS AT CITY HALL, SENIOR CENTER AND MAC AND FUNDING TO THE ADA-SPECIFIC ELEMENTS INCLUDED IN THE FINAL DESIGN OF THE CLONEY PARK INCLUSIVE PLAYGROUND

**RECOMMENDED ACTION:**  
MOTION TO AUTHORIZE THE ALLOCATION UP TO \$93,500 OF THE ACCESSIBILITY ADVISORY COMMITTEE ADA CAPITAL IMPROVEMENT FUND TOWARDS THE UPGRADES IN THE RESTROOMS AT CITY HALL, SENIOR CENTER AND MAC AND THE ADA-SPECIFIC ELEMENTS INCLUDED IN THE FINAL DESIGN OF THE CLONEY PARK INCLUSIVE PLAYGROUND AS RECOMMENDED BY THE ACCESSIBILITY ADVISORY COMMITTEE

12. **ORDINANCES & RESOLUTIONS**

26-00148 RESOLUTION NO. 2606 - ACCEPTANCE OF WASHINGTON STATE DEPARTMENT OF HEALTH OPIOID OVERDOSE PREVENTION GRANT AND ASSOCIATED INTERLOCAL AGREEMENT

**RECOMMENDED ACTION:**  
MOTION TO ADOPT RESOLUTION NO. 2606 AUTHORIZING THE CITY MANAGER TO ACCEPT THE WASHINGTON STATE DEPARTMENT OF HEALTH OPIOID OVERDOSE PREVENTION GRANT AND EXECUTE AN ASSOCIATED INTERLOCAL AGREEMENT

13. MAYOR'S REPORT

26-00172 RECOGNITION OF VOLUNTEERS SERVING ON BOARDS AND COMMISSIONS FOR TERMS THAT WERE COMPLETED IN 2025

26-00147 AUTHORIZATION TO APPLY FOR WASHINGTON STATE AMERICA'S 250 OFFICIAL PARTNERSHIP

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO SUBMIT THE PARTNERSHIP APPLICATION TO THE WASHINGTON STATE SEMIQUENTENNIAL COMMITTEE TO ENSURE LONGVIEW IS OFFICIALLY REPRESENTED IN THE UPCOMING 2026 CELEBRATIONS

14. COUNCILMEMBERS' REPORTS15. EXECUTIVE SESSION

26-00185 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

16. CONSENT CALENDAR

26-0055 APPROVAL OF CLAIMS

26-00154 CONTRACT AWARD - AWARD OF REAL ESTATE LISTING AGREEMENT - SALE OF FISHERS LANE PROPERTY

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN EXCLUSIVE AUTHORIZATION TO SELL (LISTING AGREEMENT) WITH PAUL YOUNG, WINDERMERE NORTHWEST LIVING, FOR THE MARKETING AND SALE OF CITY-OWNED PROPERTY LOCATED AT 232 FISHERS LANE

26-00150 SET PUBLIC HEARING FOR AMENDMENTS TO LONGVIEW MUNICIPAL CODE CHAPTER 19.12 APPEAL BOARD OF ADJUSTMENT

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING FOR MARCH 26, 2026, DURING THE REGULAR CITY COUNCIL MEETING

26-00155 SET PUBLIC HEARING – ORDINANCE NO. 3546 – AMENDING SECTIONS 5.05.040 AND SECTION 5.05.107 OF THE LONGVIEW MUNICIPAL CODE RELATING BUSINESS AND OCCUPATION TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERENDUM; AND SETTING AN EFFECTIVE DATE

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING FOR MARCH 26, 2026, DURING THE REGULAR CITY COUNCIL MEETING, TO CONSIDER ORDINANCE NO. 3546

26-00156 SET PUBLIC HEARING – ORDINANCE NO. 3574 – AMENDING CHAPTER 5.06 OF THE LONGVIEW MUNICIPAL CODE TO APPLY UTILITY TAX UNIFORMLY TO ALL CITY UTILITY CUSTOMERS.

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING FOR MARCH 26, 2026, DURING THE REGULAR CITY COUNCIL MEETING, TO CONSIDER ORDINANCE NO. 3574

26-00158 SET PUBLIC HEARING – 2026-2031 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

**RECOMMENDED ACTION:**

MOTION TO SET THE CITY COUNCIL MEETING ON MARCH 26, 2026, AS THE DATE AND TIME FOR A PUBLIC HEARING ON THE 2026-2031 SIX-YEAR TIP/POP AMENDMENT

26-00159 PROJECT COMPLETION – 42<sup>nd</sup> AVE SEWER PUMP STATION REPLACEMENT

**RECOMMENDED ACTION:**

MOTION TO ACCEPT AS COMPLETE THE 42<sup>nd</sup> AVE SEWER PUMP STATION REPLACEMENT PROJECT

17. **CITY MANAGER'S REPORT**

26-00144 MANAGEMENT AGREEMENT FOR THE ROY MORSE SOFTBALL COMPLEX

**RECOMMENDED ACTION:**

MOTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE UNITED STATES SPECIALTY SPORTS ASSOCIATION (USSSA)

26-00149 WASHINGTON DC FEDERAL DELEGATION DISCUSSION

**RECOMMENDED ACTION:**

COUNCIL CONCURRENCE FOR WHICH TWO COUNCILMEMBER REPRESENTATIVES WILL ACCOMPANY THE CITY MANAGER AND THE ASSISTANT CITY MANAGER TO WASHINGTON DC FOR THE FEDERAL DELEGATION VISIT MARCH 23-25, 2026

26-00157 AMENDMENT NO. TWO TO CONTRACT FOR ANIMAL SHELTER SERVICES – HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

**RECOMMENDED ACTION:**

MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. TWO TO THE CONTRACT FOR ANIMAL SHELTER SERVICES BETWEEN THE CITY OF LONGVIEW AND THE HUMANE SOCIETY FOR SOUTHWEST WASHINGTON.

26-00178 LETTERS OF SUPPORT TO SENATOR PATTY MURRAY AND SENATOR MARIA CANTWELL FOR GRANT FUNDING TO THE COWLITZ 911 PUBLIC AUTHORITY TO EXPAND ITS FIRST RESPONDER RADIO COMMUNICATIONS NETWORK

18. **MISCELLANEOUS**

19. **EXECUTIVE SESSION**

26-00177 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

20. **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 12, 2026 – 6:00 P.M.

THURSDAY, MARCH 26, 2026 – 6:00 P.M.

**COUNCIL SUMMIT :**

FRIDAY, MARCH 13, 2026 – 5:00 P.M. – 8:00 P.M.; COWLITZ 911 PUBLIC AUTHORITY, 2790 OCEAN BEACH HWY

SATURDAY, MARCH 14, 2026 - 9:00 A.M. - 2:00 P.M.; COWLITZ 911 PUBLIC AUTHORITY, 2790 OCEAN BEACH HWY



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## Minutes

### City Council

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

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

2. **INVOCATION\*/FLAG SALUTE**

**26-00102 KEVIN ASAY, CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS**

*After the invocation provided by Kevin Asay of Church of Jesus Christ of Latter Day Saints, the flag salute was recited.*

3. **ROLL CALL**

**Present:** Mayor Halvorson, Mayor Pro Tem Young, Councilmember Bryant, Councilmember Claxton, Councilmember Kendall, Councilmember LaFave (On-Line), Councilmember Nichols

**Staff Present:** City Manager Jennifer Wills, Interim City Attorney Chris Pirnke, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Parks & Recreation Director Justin Brown, Police Chief Robert Huhta, Fire Chief Brad Hannig, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, City Clerk Tiffany Ostreim

4. **WORKSHOP**5. **APPROVAL OF MINUTES**26-0052 **JANUARY 22, 2026 REGULAR MEETING MINUTES**

*A motion was made by Councilmember Kendall, seconded by Councilmember Young, to approve the January 22, 2026 Regular Meeting Minutes. The motion carried unanimously.*

6. **CHANGES TO THE AGENDA**7. **PRESENTATIONS & AWARDS**26-00131 **2026 UTILITIES PROJECTS AND RATES**

*Public Works Director/Assistant City Manager Chris Collins presented.*

8. **CONSTITUENTS' COMMENTS - NON-AGENDA ITEMS (Thirty Minutes)**

*Larry Jacobs provided public comment.  
Jason Still provided public comment.  
Clint Hash provided public comment.  
Meredith Long provided public comment.  
A citizen, name unstated, provided public comment.  
Matt Swanson provided public comment.  
Derek Fine provided public comment.*

9. **PUBLIC HEARINGS**26-00106 **ORDINANCE NO. 3571 - AMENDING LMC CHAPTER 6.06 (DOG LICENSING TERM AND SPAY-NEUTER RELEASE PROGRAM FOR CATS)****RECOMMENDED ACTION:****HOLD THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3571 AMENDING CHAPTER 6.06 OF THE LONGVIEW MUNICIPAL CODE**

*Mayor Halvorson opened the public hearing at 6:39 p.m.  
Public Works Director/Assistant City Manager Chris Collins presented.  
Council discussed the presentation.  
Mayor Halvorson opened the public comment portion of the hearing at 6:44 p.m.  
Jason Still provided public comment.  
Shaun Higgins provided public comment.  
Public Works Director/Assistant City Manager Chris Collins clarified cats picked up are released at the same location.  
City Manager Jennifer Wills clarified cats are checked for chips and returned to their owners.  
Mayor Halvorson closed the public comment portion and the hearing at 6:49 p.m.  
Council discussed the ordinance.  
**A motion was made by Councilmember Young, seconded by Councilmember Kendall, to adopt Ordinance No 3571. The motion carried unanimously.***

10. **CONSTITUENTS' COMMENTS - AGENDA ITEMS (Thirty Minutes)**

*Jason Still provided public comment.  
Matt Swanson provided public comment.*

11. **BOARD & COMMISSION RECOMMENDATIONS**12. **ORDINANCES & RESOLUTIONS**26-00108 **RESOLUTION NO. 2604 – WATER RATES FOR 2026****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2604**

*A motion was made by Councilmember Young, seconded by Councilmember Nichols, to adopt Resolution No. 2604 with an increase of 4% effective March 1, 2026.*

*Council discussed.*

*An amendment was made by Mayor Halvorson, seconded by Councilmember Young, to make the effective date December 1, 2026.*

*Council discussed.*

*The Amendment failed by the following vote:*

*Ayes: Mayor Halvorson, Councilmember Young*

*Nays: Councilmember Claxton, Councilmember Bryant, Councilmember LaFave, Councilmember Kendall, Councilmember Nichols*

*The main motion carried by the following vote:*

*Ayes: Councilmember Young, Councilmember Nichols, Councilmember Kendall, Councilmember Claxton, Councilmember Bryant, Councilmember LaFave*

*Nays: Councilmember Halvorson*

26-00109 **RESOLUTION NO. 2605 – SEWER RATES FOR 2026****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2605**

*A motion was made by Councilmember Kendall, seconded by Councilmember LaFave, to adopt Resolution No. 2605 with an increase of 5% effective March 1, 2026.*

*Council discussed.*

*The motion carried by the following vote:*

*Ayes: Councilmember Kendall, Councilmember LaFave, Councilmember Nichols, Councilmember Bryant, Councilmember Claxton, Councilmember Young*

*Nays: Councilmember Halvorson*

13. **MAYOR'S REPORT**26-0075 **COUNCIL COMMITTEES**

*A motion was made by Councilmember Bryant, seconded by Councilmember Nichols, to adopt the council committees for uncontested positions:*

*911 Board: Nichols; Alternate Bryant*

*Fire Pension Board: Halvorson; Alternate Bryant*

*LEOFF Disability Board: Nichols & Bryant; Alternate LaFave*

*Longview School Board Liaison: Nichols; Alternate Bryant*

*Parks Board Liaison: Nichols; Alternate Bryant*

*Regional Airport Authority: Young; Alternate Bryant*

*Revenue Committee: LaFave, Claxton, Bryant; Alternate Kendall & Nichols*

*The motion carried unanimously.*

*Council reviewed the remainder of the committees and selected primary and alternate members:*

*Accessibility Advisory Committee: Bryant; Alternate Nichols*

*Budget Committee: LaFave, Claxton, Bryant; Alternate Young & Nichols*

*Columbia Theater: Nichols; Alternate LaFave*

*Complete Streets Advisory Committee: Kendall; Alternate Claxton*  
*Council Appointment Committee: Kendall, LaFave, Halvorson; Alternate Claxton & Bryant*  
*Legislative Committee: LaFave, Bryant, Kendall; Alternate Halvorson & Claxton*  
*Cowlitz Homeless Housing Task Force: Kendall*  
*CEDC: Halvorson*  
*Cowlitz Transit Authority: Claxton, Halvorson; Alternate Bryant*  
*Downtown Advisory Committee: Kendall; Alternate Nichols*  
*Golf Course Advisory Committee: LaFave; Alternate Young*  
*HOSWAA/Longview Housing Authority: Kendall, Halvorson ; Alternate Claxton*  
*Kelso/Longview Chamber of Commerce: LaFave; Alternate Bryant*  
*KLTV: LaFave; Alternate Claxton*  
*Library Board of Trustees: Claxton; Alternate Halvorson*  
*Loan Review Board: Bryant; Alternate Halvorson*  
*Lodging Tax Advisory Committee: Bryant; Alternate Claxton*  
*Longview Downtowners: Nichols, Kendall*  
*Lower Columbia CAP: Claxton; Alternate Halvorson*  
*Public Works Subcommittee: Claxton, Bryant, Nichols; Alternate Young, Kendall*  
*Sister City Commission: Young; Alternate Nichols*  
*SW Clean Air Agency: Kendall*  
*CWCOG: LaFave; Alternate Halvorson*  
*TRWA: Kendall; Alternate Nichols*  
*Water Operating Board: Nichols, Kendall; Alternate Young*

*Mayor Halvorson provided a verbal report.*

**14. COUNCILMEMBERS' REPORTS**

*Councilmember Young provided a verbal report.*  
*Councilmember Kendall provided a verbal report.*  
*Councilmember Claxton provided a verbal report.*  
*Councilmember Bryant provided a verbal report.*  
*Councilmember Nichols provided a verbal report.*  
*Councilmember LaFave provided a verbal report.*

**15. CONSENT**

*A motion was made by Councilmember Bryant, seconded by Councilmember Kendall, to adopt the Consent Calendar. The motion carried unanimously.*

**26-0053 APPROVAL OF CLAIMS**

**26-00107 SET PUBLIC HEARING – ORDINANCE NO. 3572 – ADOPTING THE THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE PRETREATMENT POLICY AND AMENDING CHAPTER 15.24 OF THE LONGVIEW MUNICIPAL CODE**

**RECOMMENDED ACTION:**  
**MOTION TO SET A PUBLIC HEARING FOR MARCH 12, 2026, DURING THE REGULAR CITY COUNCIL MEETING, TO CONSIDER ORDINANCE NO. 3572**

**26-00130 SET PUBLIC HEARING - ORDINANCE NO. 3573 - ESTABLISHMENT OF AMBULANCE TRANSPORT AND MILEAGE RATES FOR FIRE-EMS SERVICES**

**RECOMMENDED ACTION:**  
**MOTION TO SET A PUBLIC HEARING FOR MARCH 12, 2026, DURING THE REGULAR CITY COUNCIL MEETING, TO CONSIDER ORDINANCE NO. 3573**

**26-00132 FEDERAL LEGISLATIVE AGENDA**

**RECOMMENDED ACTION:  
MOTION TO ADOPT THE 2026 FEDERAL LEGISLATIVE AGENDA AS PRESENTED**

**16. CITY MANAGER'S REPORT**

*City Manager Jennifer Wills provided a verbal report.*

**17. MISCELLANEOUS**

**18. EXECUTIVE SESSION**

*Mayor Halvorson announced the Executive Sessions would be a total of 15 minutes starting at 7:57 and ending at 8:15 p.m.*

*The City Council, City Manager Jennifer Wills, Interim City Attorney Chris Prinkle, and Public Works Director/Assistant City Manager Chris Collins entered Executive Session at 7:57 p.m. pursuant to RCW 42.30.110(1)(c) to consider minimum price at which real estate will be offered for sale or lease and RCW 42.30.110(1)(i) Litigation or Potential Litigation for a total period of 15 minutes. At 8:15 p.m. all parties came out of Executive Session. No action was taken.*

**26-00110 TO CONSIDER MINIMUM PRICE AT WHICH REAL ESTATE WILL BE OFFERED FOR SALE OR LEASE PER RCW 42.30.110(1)(c)**

**26-00111 LITIGATION OR POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)**

**19. ADJOURNMENT**

*The meeting was adjourned at 8:15 p.m.*

*Tiffany Ostreim  
City Clerk*

*Approved: \_\_\_\_\_  
Mayor*

**NEXT REGULAR COUNCIL MEETINGS:**

**THURSDAY, FEBRUARY 26, 2026 – 6:00 P.M.**

**THURSDAY, MARCH 12, 2026 – 6:00 P.M.**



# City of Longview

## Agenda Summary

### **THREE RIVERS REGIONAL WASTEWATER AUTHORITY (TRRWA) DISCHARGE PRETREATMENT POLICY**

**RECOMMENDED ACTION:**  
**INFORMATION ONLY. NO ACTION REQUESTED.**

**DATE:**

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**  
Provide sustainable water quality and environmental infrastructure

**CITY ATTORNEY REVIEW: N/A**

**SUMMARY STATEMENT:**  
Staff from the City and the Three Rivers Regional Wastewater Authority (TRRWA) will provide a presentation to Council regarding the regional Discharge Pretreatment Policy and its implications for the City of Longview wastewater system and local code requirements.

The TRRWA operates the regional wastewater treatment facility serving Longview and partner jurisdictions. The pretreatment program regulates industrial and non-domestic wastewater discharges entering the City’s collection system and ultimately the regional treatment plant. The policy establishes standards, permitting requirements, monitoring procedures, and enforcement tools designed to prevent harmful pollutants from damaging sewer infrastructure, disrupting treatment processes, or negatively impacting the environment and public health.

The policy applies to all users discharging to the regional system and provides uniform requirements for discharge limits, monitoring, reporting, inspections, and corrective actions.

The program also protects wastewater treatment staff and the public by reducing risks associated with hazardous discharges and industrial contaminants.

This presentation will:

- Explain why pretreatment programs are required under federal and state water quality regulations
- Describe how industrial users are permitted and monitored
- Review enforcement mechanisms and compliance requirements
- Outline impacts to local code and the City’s sewer utility operations
- Prepare Council for upcoming consideration of Ordinance 3572

No formal Council action is requested at this meeting. The presentation is intended to provide background and policy context prior to the scheduled public hearing on March 12, 2026.

**RECOMMENDED ACTION:**  
Information only. No action requested.

**STAFF CONTACT:**  
Chris Collins, Public Works Director/Asst. City Manager

**Attachments:**

1. TRRWA PT POLICY PRESENTATION handouts
2. TRRWA Discharge Pretreatment Policy Final 01-21-2026

## *Pretreatment Policy Update and Adoption*



### Three Rivers Regional Wastewater Authority (TRRWA)

Serving Cowlitz County, Beacon Hill Water & Sewer District, City of Kelso, and City of Longview

Presented by:  
Joe Jordan, TRRWA General Manager



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## Overview of TRRWA

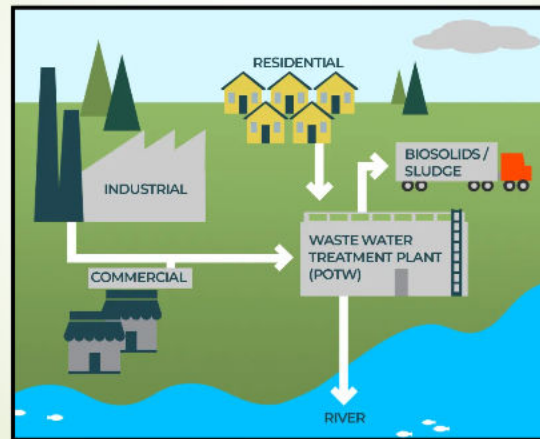
- × TRRWA is a Joint Municipal Utility Services Authority (JMUSA) that is governed by a Board of Directors and Operating Board from the entities it serves.
- × Owns and operates a 26 MGD (million gallons per day) Activated Sludge Wastewater Treatment Facility.
  - 25 full time employees
  - Population coverage: 65,000
  - Treated 3.1 **billion** gallons of wastewater in 2025
- × 2026 Operating Budget is \$8,587,383
  - Met budget for 21 consecutive years
  - 2025: \$608,000 in hauled waste revenue



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## Pretreatment Policy Update: Treatment System Overview



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## Pretreatment Policy Update: *Purpose of Pretreatment Policy*

- × Complies with all applicable State and Federal wastewater treatment laws such as:
  - 40 CFR Part 403
  - WAC 173-216-060
  - NPDES Permit WA0037788 – S6.B-E
- × Protects TRRWA's facility equipment, microbial processes, and staff from harmful discharges including each entity's sewer system and staff.
- × Promotes/ensures best management practices for local businesses/industries that in turn lowers maintenance costs for TRRWA and entities.

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## Pretreatment Policy Update:

# *Pretreatment Policy Overview*

### Wastewater Discharge Permits

- × Commercial Users (e.g., Restaurants, Fast Food Establishments, Auto-Shops).
- × 3-year permit cycles.
- × Requires routine maintenance and cleaning of pretreatment equipment (e.g., Grease Traps/Interceptors and Oil/Water Separators).
- × TRRWA manages the Discharge Permits, including monitoring and compliance, for the City of Kelso, Beacon Hill Water & Sewer District, and Cowlitz County (within TRRWA's service area).
  - 82 Active Permits
- × City of Longview manages the Discharge Permits for its own service area.
  - 161 Active Permits
- × Department of Ecology manages Discharge Permits for the large industries that are connected to the sanitary sewer system (e.g., Foster Farms, Solvay, Landfills).

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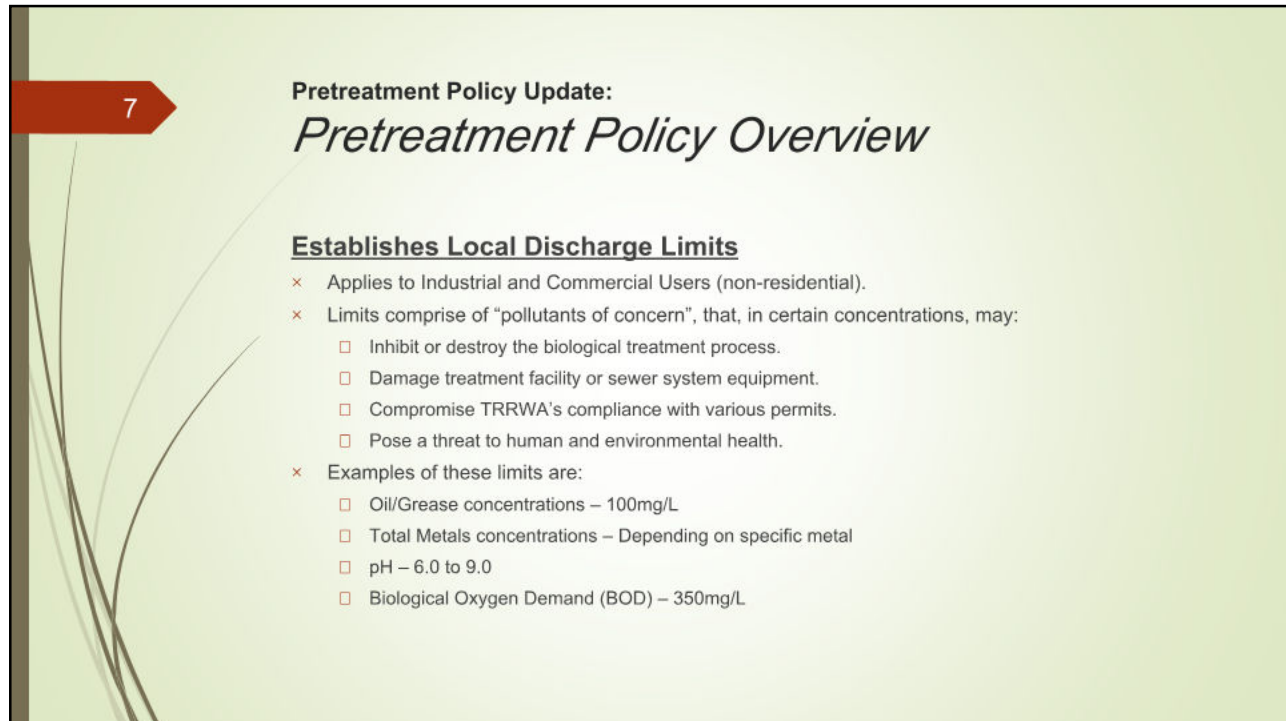
## Pretreatment Policy Update:

# *Pretreatment Policy Overview*

### Industrial User Surveys

- × Conducted annually as required by TRRWA's NPDES Permit.
- × Purpose is to identify new Industrial and Commercial Users or dischargers to determine if permitting is necessary.
  - Large or Significant Industrial Users are reported to the Department of Ecology for assessing if a Discharge Permit is needed.
- × TRRWA surveyed 211 active Industrial/Commercial users in 2025.
  - Gathered responses from 85% of users surveyed.
  - No new large or Significant Industrial Users were identified.

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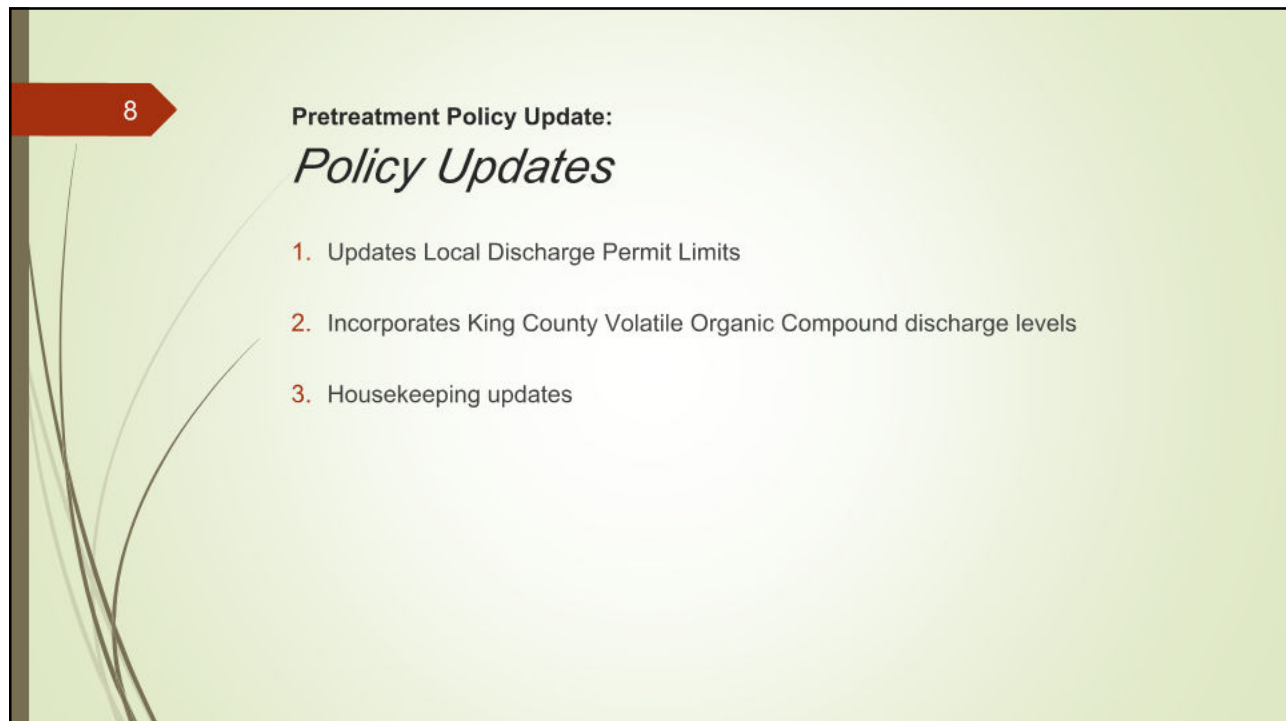
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**Pretreatment Policy Update:**  
*Pretreatment Policy Overview*

**Establishes Local Discharge Limits**

- × Applies to Industrial and Commercial Users (non-residential).
- × Limits comprise of “pollutants of concern”, that, in certain concentrations, may:
  - Inhibit or destroy the biological treatment process.
  - Damage treatment facility or sewer system equipment.
  - Compromise TRRWAs compliance with various permits.
  - Pose a threat to human and environmental health.
- × Examples of these limits are:
  - Oil/Grease concentrations – 100mg/L
  - Total Metals concentrations – Depending on specific metal
  - pH – 6.0 to 9.0
  - Biological Oxygen Demand (BOD) – 350mg/L

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**8**

**Pretreatment Policy Update:**  
*Policy Updates*

1. Updates Local Discharge Permit Limits
2. Incorporates King County Volatile Organic Compound discharge levels
3. Housekeeping updates

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## Pretreatment Policy Update: *Policy Updates – Local Discharge Limits*

**Based on Pretreatment Limit Study conducted by Gibbs & Olson**

- × Existing limits previously updated in 2012.
- × Focused on pollutants of concern with high variability: Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), and Ammonia (NH3).
- × Assessed TRRWA's current treatment process loadings, limitations, and removal efficiency for the specific pollutants.
- × Established new local discharge limits on basis of:
  - Protecting TRRWA's discharge permit limit compliance.
  - Allocating a fair portion of treatment system capacity to current dischargers.
  - Allocating a fair portion of treatment system capacity to growth.
  - Ensuring a safety factor to prevent system overloading and untimely expansion requirements.

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## Pretreatment Policy Update: *Policy Updates – Local Discharge Limits*

Existing Discharge Limits	Updated Discharge Limits	
"Instantaneous Value"	Daily Maximum	Monthly Average Limits
BOD = 350 mg/L	BOD = 455 mg/L	BOD = 350 mg/L
TSS = 350 mg/L	TSS = 455 mg/L	TSS = 350 mg/L
NH3 = 44mg/L	NH3 = 44 mg/L	NH3 = 40 mg/L

1. Creates two limit types that correspond with Department of Ecology Permits.
2. Increases BOD and TSS Daily Maximum Limits to 455 mg/L.
3. Maintains NH3 Daily Maximum Limit, but reduces Monthly Average to 40 mg/L.

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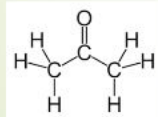
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Pretreatment Policy Update:

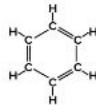
## *Policy Updates – Volatile Organic Compound (VOC) Discharge Levels*



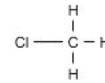
- × What are VOC's?
  - Organic Compounds that evaporate at ambient temperatures – Easily broken apart or Volatile!
  - Can be man-made or naturally occurring.
- × VOCs in high concentrations pose risk to treatment system equipment, biological processes, and human/environment health.
- × Examples are:



Acetone



Benzene



Methyl Chloride

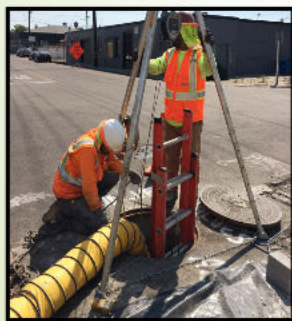
11

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Pretreatment Policy Update:

## *Policy Updates – Volatile Organic Compound (VOC) Discharge Levels*

- × Discharge levels were determined by calculating the concentration levels in wastewater that could potentially produce sewer gases that exceed the permissible exposure levels.
  - Compounds assessed were the most commonly used by industries that pose the greatest threat to health.



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## Pretreatment Policy Update:

*Policy Updates – VOC Discharge Levels*

Compounds	CAS-RN	PEL (mg/m3)	Perchloroethylene (mg/m3)(mg/l) (A)	Discharge Screening Level (mg/l)
Acrolein	107-02-8	0.8	4.9	0.16
Acrylonitrile	107-13-1	4.34	4.5	0.96
Benzene	71-43-2	16	228	0.070
Bromoform	75-25-2	3	22.8	0.22
Carbon disulfide	75-15-0	36	490 (B)	0.073
Carbon tetrachloride	56-23-5	17.6	1165	0.011
Chlorobenzene	108-90-7	359	151	2.3
Chloroethane (Ethyl chloride)	75-00-3	2600	589	5.8
Chloroform (Trichloromethane)	67-66-3	9.78	165.5	0.060
Dichloroethane, 1,1-	75-34-3	899	240.4	1.7
Dichloroethane, 1,2- (Ethylene dichloride)	107-06-3	8	48.1	0.17
Dichloroethylene, 1,1- (Vinylidene chloride)	75-35-8	4	120.1	0.003
Dichloroethylene, <i>cis</i> -1,2-	156-59-2	395 (E)	389.3	1.0 (E)
Dichloroethylene, <i>trans</i> -1,2-	156-60-5	395 (E)	389.3	1.0 (E)
Dichlorodifluoromethane	75-71-8	4950	121891 (B)	0.041
Dichloropropane, 1,2- (Propylene dichloride)	78-87-5	359	118.5	3.0
Dichloropropene, 1,3-	543-75-6	5	55.3 (B)	0.090
Ethyl benzene	100-41-4	545	327	1.7
Methyl bromide (Bromomethane)	74-83-9	20	255.5	0.078
Methyl chloride (Chloromethane)	74-87-3	210	271.6	0.57
Methylene chloride	75-09-2	434	104.5	4.1
Methyl isobutyl ketone (4-Methyl-2-pentanone)	108-10-1	300	20 (C)	15
Naphthalene	91-20-3	75	19.62 (B)	3.82
Nitrobenzene	98-95-3	5	0.53 (B)	2 (D)
Tetrachloroethane, 1,1,2,2-	79-54-5	7	156	0.38
Tetrachloroethylene (Perchloroethylene/PCE)	127-18-4	170	717.1	0.24
Toluene	108-88-3	375	272.5	1.4
Trichloroethane, 1,1,1- (Methyl chloroform)	71-55-6	1900	492.7	2.7
Trichloroethane, 1,1,2-	79-09-5	45	341	1.3
Trichloroethylene (TCE)	79-01-6	270	468.7	0.5 (D)
Vinyl chloride	75-01-4	17.8	198	0.012
Xylenes, Total-	1330-20-7	655	300 (C)	2.2

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## Pretreatment Policy Update:

*Policy Updates – Housekeeping*

- × Updates Hauled Waste definition and requirements to better reflect current practices.
- × Adds clarifying language for Right of Entry and compliance monitoring for Significant Industrial Users.
- × Updates discharge permit process to better reflect current practices.
- × Updates titles and references.

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**Pretreatment Policy Update:**  
*Request for Adoption*

- × The updated Pretreatment Policy was approved by the TRRWA Operating Board at the January 21, 2026 meeting.
- × On behalf of TRRWA, I am seeking adoption of the updated Pretreatment Policy.
- × It is the intent of the TRRWA that this updated Pretreatment Policy be adopted by reference or otherwise fully incorporated into the laws and regulations applicable to the Entities.

*Thank you.*

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**Pretreatment Policy Update:**  
**QUESTIONS?**

**Contact Information:**

Three Rivers Regional Wastewater Authority  
 467 Fibre Way  
 Longview, WA 98632  
 Phone: (360) 577-2040

Joe Jordan, General Manager  
 email: [jordan@trrwa.org](mailto:jordan@trrwa.org)



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# THREE RIVERS REGIONAL WASTEWATER AUTHORITY

Serving & Operated By:  
Beacon Hill Water & Sewer District  
City of Kelso  
City of Longview  
Cowlitz County

## THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE PRETREATMENT POLICY

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- 1.1 Purpose and Policy
- 1.2 Administration
- 1.3 Abbreviations
- 1.4 Definitions

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- 2.1 Prohibited Discharge Standards
- 2.2 State Pretreatment Standards for CIUs
- 2.3 Local Limits for Non-Domestic Users
- 2.4 Right of Revision
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### **SECTION 5 – WASTEWATER DISCHARGE PERMIT ISSUANCE**

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## **SECTION 9 – ADMINISTRATIVE ENFORCEMENT**

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## **SECTION 10 – JUDICIAL ENFORCEMENT: Injunctive Relief**

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**THREE RIVERS REGIONAL WASTEWATER AUTHORITY  
DISCHARGE PRETREATMENT POLICY**

**APPLICABILITY OF POLICY TO ALL MEMBER ENTITIES, AND ALL MEMBER ENTITY SEWER SYSTEMS AND FACILITIES, AND TO ALL USERS AND MEMBER CUSTOMERS.**

**THIS DISCHARGE PRETREATMENT POLICY IS INTENDED AND HEREBY DECLARED TO BE APPLICABLE TO ALL USERS DISCHARGING TO THE PUBLICLY OWNED TREATMENT WORKS AND SANITARY SEWER SYSTEMS OF THE THREE RIVERS REGIONAL WASTEWATER AUTHORITY AND ANY MEMBER ENTITY OF THE THREE RIVERS REGIONAL WASTEWATER AUTHORITY (TRRW), AND SHALL BE ENFORCED AND ADMINISTERED BY THE GENERAL MANAGER AND DESIGNATED EMPLOYEES OF THE TRRW. IT IS FURTHER INTENDED THAT THIS DISCHARGE PRETREATMENT POLICY BE ADOPTED BY REFERENCE INTO THE RULES, REGULATIONS, ORDINANCES, RESOLUTIONS OR OTHER APPLICABLE AND APPROPRIATE PROVISIONS OF EACH MEMBER ENTITY OF THE TRRW, AND EACH MEMBER ENTITY SHALL ASSIST THE GENERAL MANAGER TO IMPLEMENT THIS POLICY.**

**SECTION 1 – GENERAL PROVISIONS**

**1.1 Purpose and Policy**

This Policy sets forth uniform requirements for use of the Three Rivers Regional Wastewater Authority Publicly Owned Treatment Works (POTW) and enables the Three Rivers Regional Wastewater Authority to comply with all applicable state and federal wastewater treatment laws, including the Clean Water Act (33 United States Code, Section 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this Policy are:

- A. To protect the POTW from potential harm by establishing clear standards and requirements for pretreatment of non-domestic waste. Harm to be prevented includes: interfering with the operations or maintenance of, reducing the expected life of, or otherwise harming, the collection system; causing pollutants to pass through the POTW without adequate treatment, or otherwise harming the receiving environment; or causing the POTW to respond to a discharge based on a real or perceived threat;
- B. To protect POTW staff and/or collection systems staff who may be affected by wastewater and sludge in the course of their employment, and to protect the general public;
- C. To promote reuse and recycling of industrial wastewater by Industrial Users;
- D. To protect high-quality POTW end products for beneficial use, such as reclaimed water and biosolids;

- E. To provide for user fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and
- F. To enable the Three Rivers Regional Wastewater Authority to comply with its National Pollutant Discharge Elimination System Permit, Southwest Clean Air Agency, and Biosolids Permits along with any other federal, state, or local laws to which the POTW is subject.

This Policy shall apply to all Users of the POTW. The Policy authorizes the issuance of Wastewater Discharge Permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

It is the intent of the TRRWA that this policy be adopted by reference or otherwise fully incorporated into the laws and regulations applicable to the City of Longview, City of Kelso, and Cowlitz County, and in policy resolution form by the Beacon Hill Water & Sewer District.

### **1.2 Administration**

Except as otherwise provided herein, the Three Rivers Regional Wastewater Authority General Manager shall administer and implement the provisions of this Policy, and shall conduct other activities as set forth in Section 5 of the “Revised and Restated Interlocal Agreement by the THREE RIVERS REGIONAL WASTEWATER AUTHORITY between and among the City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County, for Wastewater Treatment & Disposal, dated December 15, 2005.” Any powers granted to or duties imposed upon the General Manager may be delegated by the General Manager to personnel under the General Manager’s direction.

### **1.3 Abbreviations**

The following abbreviations, when used in this Policy, shall have the designated meanings:

AKART	All Known Available Reasonable Treatment
BOD	Biochemical Oxygen Demand
BMP	Best Management Practice
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
CU	Commercial User
DU	Domestic User (Residential User)
gpd	Gallons per day
IU	Industrial User
mg/L	Milligrams per liter aka parts per million
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly Owned Treatment Works
PSIU	Potential Significant Industrial User
RCRA	Resource Conservation and Recovery Act
SIU	Significant Industrial User
TRRWA	Three Rivers Regional Wastewater Authority

TRRWP	Three Rivers Regional Wastewater Plant
TSS	Total Suspended Solids
ug/l	Micrograms per liter aka parts per billion
U.S.C.	United States Code
USEPA	U.S. Environmental Protection Agency

#### 1.4 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Policy, shall have the meanings hereinafter designated.

Act or "the Act" – The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.

Approval Authority – The Washington State Department of Ecology, Water Quality Program Manager.

Authorized or Duly Authorized Representative of the User –

1. If the User is a corporation:
  - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
  - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
3. If the User is a federal, state, or local governmental facility: a director or higher official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
4. The individuals described in Section 1.4(C)(1-3), may designate another authorized representative if the authorization is in writing; the designation specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, or having overall responsibility for environmental matters for the company; and the written authorization is submitted to the General Manager.

Best Management Practices or BMPs – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1.A. and Section 2.1.B. and 40 CFR Part 403.5(a)(1) and (b). BMPs also include treatment requirements, facility improvements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Biochemical Oxygen Demand or BOD – The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).

Biosolids – Wastewater sludge after treatment to meet federal and state regulations and intended disposal criteria.

Categorical Pretreatment Standard or Categorical Standard – Any regulation containing pollutant discharge limits promulgated by the USEPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317), which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

Categorical Industrial User or CIU – An Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard. Such Industries are regulated by the Washington State Department of Ecology and receive permits from the Washington State Department of Ecology.

Commercial User or CU – A user that does not generally use water to manufacture a product, but otherwise creates a sewer discharge that does not meet the criteria for domestic sewage. This includes facilities such as hotels, restaurants, office buildings with cafeterias, government and military facilities with hospitals, educational institutions, automotive maintenance facilities, and mobile food services, or “food trucks”.

Composite Sample – A composite of several samples taken throughout the period of a day when a regulated discharge is occurring. Several brands of automated samplers, some with a refrigerated sample collection area, may be used, subject to the advance approval of the General Manager.

Approvable composite samplers may either use a flow paced or time paced algorithm. For example, collecting a same size aliquot every 1,000 gallons (flow paced), or a variable sized aliquot every hour (time paced). In both cases, they must interface with a device which senses the effluent flow volume to collect a representative sample unless the General Manager has determined that a flow proportionate sample is not required.

Daily Limit or Daily Maximum Limit – The maximum allowable discharge of a pollutant over a calendar day or equivalent representative 24-hour period. Where daily maximum limits are expressed in units of mass, the daily discharge is calculated by multiplying the daily average concentration and total flow volumes in the same 24-hour period by a conversion factor to get the desired units. Where daily limits are expressed in terms of a concentration, the daily discharge is the composite sample value, or flow weighted average if more than one discrete sample was collected.

Where flow weighting is infeasible, the daily average is the arithmetic average of all samples if analyzed separately, or the sample value if samples are composited prior to analysis.

Discharge – The introduction of pollutants into the collection system and/or POTW, directly or indirectly, from any non-domestic source regulated under 307(b), (c), or (d) of the Clean Water Act.

Domestic User (Residential User) – Any person who contributes, causes, or allows the contribution of wastewater into the POTW that is of a similar volume and/or chemical make-up as that of a single family residential dwelling unit. The Domestic User Classification is intended to cover apartment buildings and other multi-unit facilities which generally engage in food preparation activities within and serving only individual units. Domestic User classification does not apply to Commercial Users utilizing a residential dwelling to offload a waste that does not meet the criteria of domestic sewage.

Domestic Sewage (Residential Sewage) – Sewage which is similar volume and characteristics to that produced from a single family residential dwelling engaging in customary household activities.

Environmental Protection Agency – The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official.

Existing Source – Any source of subject to Categorical Standards that does not meet the definition of a “New Source” per Section 1.4.BB.

Grab Sample – A sample, from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Industrial User or IU – A User which utilizes water in the manufacture or processing of a product, the result of which creates a sewer discharge that does not meet the criteria for domestic sewage. Industrial Users are further classified as a Categorical Industrial User or Significant Industrial User depending on the volume and nature of the discharge and as determined by the Washington State Department of Ecology.

Instantaneous Maximum Discharge Limit or Instantaneous Limit – The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of a discrete sample. Where a User is required to take a grab sample for purposes of determining compliance with Local Limits, this standard is the same as the Daily Maximum standard.

Interference – A Discharge that causes (either by itself or in combination with other discharges) a violation of TRRWA’s NPDES Permit. This includes discharges that prevent the intended biosolids use or disposal by inhibiting or disrupting the POTW, including its collection systems, pump stations, and wastewater and sludge treatment processes; or plugs, degrades, damages, unreasonably reduces capacity, or otherwise harms or disrupts the operations, maintenance, and service life of the collection systems. For example, a discharge from a User which causes a blockage, resulting in a discharge at a point not authorized by TRRWA, is a violation of TRRWA’s NPDES Permit and this policy.

Local Limits – Effluent limitation developed for Users by the General Manager to specifically protect the POTW from the potential of Pass Through, Interference, vapor toxicity, explosions, sewer corrosion, and intended biosolids uses. Such limits shall be based on the POTW’s site-specific flow and loading capacities, receiving water and collection systems considerations, and reasonable treatment expectations for non-domestic wastewater (See Section 2.3 for a full list of Local Limits).

Medical Waste – Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Member Entity – One of the agencies comprising the Three Rivers Regional Wastewater Authority, consisting of the City of Longview, City of Kelso, Beacon Hill Water & Sewer District, and Cowlitz County, and specifically the jurisdiction in which a discharge will occur.

Monthly Average – The arithmetic mean of the effluent samples collected during a calendar month or specified 30-day period.

Monthly Average Limit – The limit to be applied to the Monthly Average to determine compliance with the requirements of this Policy (See Section 2.3 for listing).

New or Changed Source –

1. Any building, structure, facility, or installation from which there is (or may be) a Discharge of pollutants, provided that:
  - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
  - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the Discharge of pollutants at an existing source; or
  - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
2. Construction on a site at which an existing source is located is considered a modification, rather than a new or changed source, if the construction does not create a new building, structure, facility, or installation meeting the criteria of (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
3. Notification must be made to the General Manager if the nature of the wastewater discharge changes.

Non-Contact Cooling Water – Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Pass Through – A discharge which exits the POTW into waters of the United States in quantities or concentrations, which alone or in conjunction with a discharge or discharges from other sources, causes a violation of any requirement of the TRRWA's NPDES Permit, including an increase in the magnitude or duration of a violation.

Person – Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

pH – A measure of the acidity or alkalinity of a solution, expressed in standard units.

General Manager – The General Manager of the TRRWA shall be considered the TRRWA's agent for purposes of Section 5 VII of the "Revised and Restated Interlocal Agreement of the TRRWA between and among City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County for Wastewater Treatment & Disposal, dated December 15, 2005." The term also applies to TRRWA staff representatives as designated by the General Manager.

Pollutant – Any constituent in the wastewater that may degrade water quality in the receiving water or the quality of biosolids generated by the POTW, including but not limited to dredged spoils, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes.

Potential Significant Industrial User – A User that does not meet the criteria of Significant Industrial User, but whose discharge may Interfere with the POTW such that the General Manager or Member Entity determines that the User must monitor and potentially pretreat its Discharge.

Pretreatment – The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants in wastewater prior to, or in lieu of, discharging such pollutants to the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment Requirements – Any substantive or procedural requirement related to pretreatment imposed on a User, other than a pretreatment standard.

Pretreatment Standards or Standards – Pretreatment standards shall mean discharge prohibitions (Section 2.1), state pretreatment standards (Section 2.2) and local limits (Section 2.3).

Publicly Owned Treatment Works or POTW – A treatment works, as defined by Section 212 of the Clean Water Act (33 U.S.C. Section 1292), which is owned by the THREE RIVERS REGIONAL WASTEWATER AUTHORITY and more fully described in the “Revised and Restated Interlocal Agreement of the TRRWA between and among the City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County, for Wastewater Treatment & Disposal, dated December 15, 2005,” along with treatment works owned by the City of Kelso, City of Longview, Beacon Hill Water & Sewer District, or Cowlitz County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, including sanitary sewer and storm sewer collection systems, which convey wastewater to a treatment plant. The POTW and sanitary sewer collection systems of the TRRWA and each Member Entity shall not be considered to be a User under the provisions of this Policy.

Hauled Waste – Sewage and typically associated solids from activities generating domestic quality sewage, pumped from a septic tank. The General Manager may also consider wastes from other holding tanks such as boat blackwater, bilge water, commercial or industrial septic tanks, and treatment lagoons. In addition, stabilized sludge, or “biosolids” from other wastewater treatment facilities so long as they are absent pollutants which might interfere with the POTW. Waste originating from grease retention devices, grease interceptors, and or oil/water separators is not considered hauled waste and requires preauthorization prior to discharge.

Sewage – Human excrement and gray water (from household showers, toilets, kitchens, clothes and dish washing, and related domestic activities), wastewater, or water which carries human wastes or a combination of water-carried wastes from residences, businesses, institutions, and industries.

Significant Industrial User or SIU – A Significant Industrial User is:

1. A User that:
  - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding domestic sewage, non-contact cooling water, and boiler blowdown wastewater); or
  - b. Contributes a process wastestream that makes up five (5) percent or more of the average dry weather monthly hydraulic or organic design capacity of the POTW treatment plant.
2. Users meeting this criteria are regulated by the Washington State Department of Ecology (Ecology) and shall be permitted at the discretion of Ecology.
  - a. Upon identifying any User that meets this criteria, the General Manager will notify Ecology for determination of permit issuance.

Significant Noncompliance -

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions, that the General Manager or Member Entity determines has caused, alone or in combination with other Discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent danger to the public or to the environment, or has resulted in the General Manager or Member Entity exercise its emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of Best Management Practices, which the General Manager determines will adversely affect the operation or implementation of the pretreatment program.
4. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater Discharge Permit or enforcement order for starting construction, completing construction, or attaining final compliance.
5. Failure to provide any required report within forty-five (45) calendar days after the due date. This includes initial and periodic monitoring reports, and reports on initial compliance and on meeting compliance schedules.
6. Failure to accurately report noncompliance.

Slug Load or Slug Discharge – Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits, or Permit conditions. This includes discharges at a flow rate or concentration that could cause a violation of the Prohibited Discharge Standards of Section 2.1 of this Policy.

Storm Water – Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Three Rivers Regional Wastewater Authority or THREE RIVERS REGIONAL WASTEWATER AUTHORITY or TRRWA – An administrative body organized pursuant to an Interlocal Agreement between the City of Kelso, City of Longview, Beacon Hill Water & Sewer District and Cowlitz County, that operates as a public agency under State of Washington law, providing wastewater management and reclaimed water production services for the urbanized area of Cowlitz County, Washington.

Total Suspended Solids or TSS – The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

User – Any Person with a source of discharge that does not qualify that person as a Domestic User, who discharges an effluent into the POTW by means of pipes, conduits, pumping stations, force mains, tank trucks, constructed drainage ditches, intercepting ditches, and all constructed devices and appliances appurtenant thereto.

Wastewater – Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater Treatment Plant or Treatment Plant – That portion of the POTW, which is designed to provide treatment of municipal sewage and industrial waste.

## **SECTION 2 – GENERAL SEWER USE REQUIREMENTS**

### **2.1 Prohibited Discharge Standards**

- A. General Prohibitions – No User shall introduce or cause to be introduced into the POTW or the collection systems any pollutant or wastewater, which causes Pass Through or Interference.

These general prohibitions apply to all Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other national, state, or local pretreatment standards or requirements.

- B. Specific Prohibitions – No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
1. Pollutants which, either alone or by interaction, may create a fire or explosive hazard, a public nuisance or hazard to life, or prevent entry into the sewers for their maintenance and repair, or are in any way injurious to the operation of the system or system personnel. This includes waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR Part 261.21.
  2. Wastewater having a pH less than 6.0 or more than 9.0 or otherwise having any other corrosive property capable of causing damage or hazard to structures, pipelines, facilities, equipment, or personnel. A pH range outside of the above listed parameters may be authorized by the General Manager for hauled waste in accordance to Section 3.4 of this Policy and pursuant to determining the system is capable of accommodating a pH of that nature.
  3. Solid or viscous substances in amounts that may cause obstruction to the flow in the sewer or other interference with the operation of the system. This includes discharge of materials that cause the formation solids by coagulation of materials already present in the wastewater. In no case shall inert solids greater than 1/4 inch (0.64 cm) in any dimension be discharged.
  4. Pollutants, including oxygen-demanding pollutants (Biochemical Oxygen Demand, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either individually or by interaction with other pollutants, will cause interference with the POTW.

5. Wastewater having a temperature that will interfere with the biological activity in the system, has detrimental effects on the collection system, or prevents entry into the sewer. Water may not be discharged into the collection system at temperatures in excess of 149 degrees F (65 degrees C). In no case shall wastewater be discharge which causes the wastewater temperature in the POTW influent to exceed 104 degrees F (40 degrees C).
6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through.
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
8. Trucked or hauled pollutants, except at discharge points designated by the General Manager in accordance with Section 3.4 of this Policy.
9. The following are prohibited unless approved by the General Manager under extraordinary circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to augment sewage flows due to septic conditions (as required under WAC 173-216-050).
  - a. Non-contact cooling water in significant volumes.
  - b. Stormwater.
  - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment or would not be afforded a significant degree of treatment by the system.
10. Noxious or malodorous liquids, gases, solids, or other wastewater, which, either individually or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
11. Wastewater which imparts color that cannot be removed by the treatment process, including but not limited to, dyes and dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent..
12. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations.
13. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, de-ionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the General Manager.
14. Sludges, screenings, or other residues from the pretreatment of industrial wastes.

15. Medical wastes, except as specifically authorized by the General Manager and the Member Entity in a Wastewater Discharge Permit.
16. Wastewater causing, either individually or by interaction with other wastes, the POTW's effluent to fail a toxicity test.
17. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.
18. Fats, oils, or greases of animal or vegetable origin in concentrations greater than one hundred (100) mg/L.
19. Total Petroleum Hydrocarbon concentrations greater than one hundred (100) mg/L.
20. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than ten percent (10%) or any single reading over twenty percent (20%) of the Lower Explosive Limit based on a combustible gas meter reading.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

## **2.2 State Pretreatment Standards for CIUs and SIUs**

**WAC Chapter 173-216 and RCW Chapter 90.48 are hereby adopted by this reference. All waste materials discharged from a CIU or SIU into the POTW must satisfy the provisions thereof.**

Any person or User who constructs or modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, Chapter 173-240 WAC. Users of non-domestic discharges shall request approval for such plans through the Washington State Department of Ecology. To ensure conformance with this requirement, proof of the approval of such plans and one (1) copy of each approved plan shall be provided to the General Manager and the applicable Member Entity before commencing any such construction or modification. Typically, this is completed through a State Discharge Permit Application.

## **2.3 Local Discharge Standards for SIUs, CIUs, PSIUs, and CUs**

- A. The TRRWA Board may establish, by recommendation of the General Manager, local Discharge and Pretreatment Standards pursuant to 40 CFR Part 403.5(c).
- B. The pollutant limits in Section 2.3.D. and Section 2.3.E. are established to protect against Pass Through and Interference and reflect the application of reasonable treatment technology. No User shall discharge wastewater in excess of the following Daily Maximum and Monthly Average Concentration Limits.

- C. The pollutant limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise.
- D. Local Pollutant Discharge Limits

<b>TOTAL METALS</b>		
<b>ANALYTE</b>	<b>DAILY MAXIMUM CONCENTRATION LIMIT</b>	<b>MONTHLY AVERAGE CONCENTRATION LIMIT</b>
Antimony	6.8 mg/L	6.8 mg/L
Arsenic	0.9 mg/L	0.9 mg/L
Cadmium	0.3 mg/L	0.3 mg/L
Chromium +6	4.5 mg/L	4.5 mg/L
Cr +3	5.0 mg/L	5.0 mg/L
Copper	3.5 mg/L	3.5 mg/L
Cyanide (total)	2.2 mg/L	2.2 mg/L
Lead	0.8 mg/L	0.8 mg/L
Mercury	0.02 mg/L	0.02 mg/L
Molybdenum	3.4 mg/L	3.4 mg/L
Nickel	5.0 mg/L	5.0 mg/L
Selenium	1.0 mg/L	1.0 mg/L
Silver	0.1 mg/L	0.1 mg/L
Thallium	0.2 mg/L	0.2 mg/L
Zinc	4.6 mg/L	4.6 mg/L
<b>Oils &amp; Grease</b>		
Fats, oils, & greases of animal or vegetable origin	100 mg/L	100 mg/L
Hydrocarbon-based oils & greases	100 mg/L	100 mg/L
<b>pH</b>		
Minimum pH	6.0 standard units	6.0 standard units
Maximum pH	9.0 standard units	9.0 standard units
<b>Pollutants of Concern</b>		
<b>ANALYTE</b>	<b>Daily Maximum Concentration Limit</b>	<b>Monthly Average Concentration Limit</b>
Biochemical Oxygen Demand (BOD <sub>5</sub> )	455 mg/L	350 mg/L
Total Suspended Solids (TSS)	455 mg/L	350 mg/L
Total Ammonia, as N (NH <sub>3</sub> )	44 mg/L	40 mg/L

- E. Any User, including CIUs and SIUs holding a State Discharge Permit, that are observed in excess of the BOD, TSS, and or Ammonia Daily Maximum concentration limits shall be subject to surcharges established under Section 13.2 of this Policy.
- F. The General Manager may establish appropriate discharge limits for all other pollutants not listed under this Section 2.3. This includes pollutants subject to regulation under RCRA, volatile or semi-volatile organics, halogenated or brominated compounds, poly-aromatic hydrocarbons, polymers, surfactants, pesticide active ingredients, and other pollutants that may interfere with the POTW. Changes will be ratified by the TRRWA Board.

- G. The General Manager may require Best Management Practices for any category of User that creates a non-domestic waste stream and is required to obtain a TRRWA Wastewater Discharge Permit. Such requirements may be applied either in lieu of or in addition to the limits of this Section 2.3. BMPs may also include alternative limits, which may be applied at the end of a specific process or treatment step, instead of at discharge point of the combined effluent.
- H. This Policy prohibits the discharge of any organic pollutant that results in the presence of toxic gases, vapors, or fumes within a public or private sewer in a quantity that may cause worker health and safety problems. As a means to ensure the prohibition of these discharges, this Policy adopts the King County Industrial Waste Programs Discharge Screening Levels for Volatile Organic Compounds (VOCs). The screening levels listed in the following table were calculated for commonly used VOC's in industries and have Washington State permissible exposure limits (PELs) per Chapter 296-62 WAC. As defined by the King County Industrial Waste Program, screening levels are the concentration in wastewater that could potentially produce sewer gas concentrations in excess of the PEL.

Discharge Screening Levels for Volatile Organic Compounds

Compounds	CAS-RN	PEL (mg/m <sup>3</sup> )	Henry's Law Constant (mg/m <sup>3</sup> )/(mg/l) (A)	Discharge Screening Level (mg/l)
Acrolein	107-02-8	0.8	4.9	<b>0.16</b>
Acrylonitrile	107-13-1	4.34	4.5	<b>0.96</b>
Benzene	71-43-2	16	228	<b>0.070</b>
Bromoform	75-25-2	5	22.8	<b>0.22</b>
Carbon disulfide	75-15-0	36	490 (B)	<b>0.073</b>
Carbon tetrachloride	56-23-5	12.6	1185	<b>0.011</b>
Chlorobenzene	108-90-7	350	151	<b>2.3</b>
Chloroethane (Ethyl chloride)	75-00-3	2600	449	<b>5.8</b>
Chloroform (Trichloromethane)	67-66-3	9.78	163.5	<b>0.060</b>
Dichloroethane, 1,1-	75-34-3	400	240.4	<b>1.7</b>
Dichloroethane, 1,2- (Ethylene dichloride)	107-06-2	8	48.1	<b>0.17</b>
Dichloroethylene, 1,1- (Vinylidene chloride)	75-35-4	4	1202.1	<b>0.003</b>
Dichloroethylene, <i>cis</i> -1,2-	156-59-2	395 (E)	389.3	<b>1.0 (E)</b>
Dichloroethylene, <i>trans</i> -1,2-	156-60-5	395 (E)	389.3	<b>1.0 (E)</b>
Dichlorodifluoromethane	75-71-8	4950	121801 (B)	<b>0.041</b>
Dichloropropane, 1,2- (Propylene dichloride)	78-87-5	350	118.5	<b>3.0</b>
Dichloropropene, 1,3-	542-75-6	5	55.3 (B)	<b>0.090</b>
Ethyl benzene	100-41-4	545	327	<b>1.7</b>
Methyl bromide (Bromomethane)	74-83-9	20	255.5	<b>0.078</b>
Methyl chloride (Chloromethane)	74-87-3	210	371.6	<b>0.57</b>
Methylene chloride	75-09-2	434	104.8	<b>4.1</b>
Methyl isobutyl ketone (4-Methyl-2-pentanone)	108-10-1	300	20 (C)	<b>15</b>
Naphthalene	91-20-3	75	19.62 (B)	<b>3.82</b>
Nitrobenzene	98-95-3	5	0.53 (B)	<b>2 (D)</b>
Tetrachloroethane, 1,1,2,2-	79-34-5	7	18.6	<b>0.38</b>
Tetrachloroethylene (Perchloroethylene/PCE)	127-18-4	170	717.1	<b>0.24</b>

Toluene	108-88-3	375	272.5	<b>1.4</b>
Trichloroethane, 1,1,1- (Methyl chloroform)	71-55-6	1900	692.7	<b>2.7</b>
Trichloroethane, 1,1,2-	79-00-5	45	34.1	<b>1.3</b>
Trichloroethylene (TCE)	79-01-6	270	408.7	<b>0.5 (D)</b>
Vinyl chloride	75-01-4	12.8	1048	<b>0.012</b>
Xylenes, Total-	1330-20-7	655	300 (C)	<b>2.2</b>

- I. In the event a screening level for any listed VOC is exceeded, the User may be required to implement one or all of the following control methods:
  1. Evaluate and select an effective pretreatment method (Ex: Carbon treatment or air stripping) to reduce the organic concentration.
  2. Conduct additional and/or on-going wastewater sampling for further comparison of results with screening levels.
  3. Conduct air monitoring at the first potential occupational exposure point(s).
  4. Implementation of best management practices to reduce the amount of organics discharged to the sewer system.

#### **2.4 Right of Revision**

The TRRWA Board reserves the right to establish more stringent standards or requirements on discharges to the POTW.

#### **2.5 Dilution**

No User shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limit unless expressly authorized by an applicable pretreatment standard or requirement. The General Manager may impose mass loading limitations on Users where deemed appropriate to safeguard against the use of dilution to meet applicable pretreatment standards or requirements.

### **SECTION 3 – PRETREATMENT OF WASTEWATER**

#### **3.1 Pretreatment Facilities**

Users shall provide wastewater treatment as necessary to comply with this Policy and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 2.1 of this Policy within the time limitations specified by U.S. Environmental Protection Agency, the state, the General Manager, or the Member Entity, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense, and shall be subject to state and TRRWA review and approval of the facility plans. Such plans (Engineering Report, Plans and Specifications, and Operation and Maintenance Manuals) shall be submitted as required by Chapter 173-240 WAC to the General Manager and the Member Entity, and to the Washington State Department of Ecology if applicable, for review, and Users shall obtain approval prior to construction. The review of such plans and operating procedures shall in no

way relieve the User from the responsibility of modifying such facilities as necessary to produce a Discharge in compliance with the state discharge permit or the TRRWA Wastewater Discharge Permit as applicable.

### **3.2 Emergency Authority for Discharge Violations**

- A. The General Manager or Member Entity may order an immediate halt of any discharge of pollutants to the POTW which reasonably appear to present an imminent danger to the health or welfare of persons. In such cases, the General Manager will provide the User advance notice of such action if possible, but shall not delay a response to imminent danger. If the User fails to halt the Discharge when so directed, the General Manager and/or the Member Entity may take any prudent action to prevent the Discharge, including but not limited to physically blocking such Discharge.
- B. The General Manager or Member Entity may halt or prevent any discharge to the POTW which presents or may present a danger to the environment or which threatens to Interfere with the operation of the POTW. In such cases, the General Manager shall attempt to provide not only notice to the affected User(s), but the opportunity to respond. If the User fails to halt the Discharge when so directed, the General Manager and/or the Member Entity may take any prudent action to prevent the Discharge, including but not limited to physically blocking such Discharge.
- C. Any User causing the General Manager and/or the Member Entity to exercise the emergency authorities provided for under this Section 3.2 shall reimburse all costs to the TRRWA and/or the Member Entity for their actions related to such Discharge.
- D. The General Manager and/or Member Entity may require Users to reduce or curtail certain discharges to the POTW, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and take all other measures to protect the POTW and determine the User's compliance with the requirements of this Policy.

### **3.3 Accidental Discharge/Slug Discharge Control Plans**

The General Manager, through the TRRWA Wastewater Discharge Permit, may require the User to develop and implement an Accidental Discharge/Slug Discharge Control Plan and take other actions the General Manager believes are necessary to control discharges which may be caused by spills or periodic non-routine activities. Accidental Discharge/Slug Discharge Control Plans shall include at least the following:

- A. A description of all discharge practices, including any non-routine batch discharges such as from cleaning, replenishment, or disposal;
- B. A description of all stored chemicals, disclosing all ingredients in formulations, which could violate a discharge prohibition if discharged to the sewer;
- C. Procedures for immediately notifying the General Manager and the Member Entity of any accidental or slug discharge, as required by Section 6.5 of this Policy; and

- D. Procedures that will be taken to prevent the occurrence or adverse impact from any accidental or slug discharge. Such procedures shall address the inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

### **3.4 Hauled Waste**

- A. Hauled waste may be introduced into the POTW at designated locations, and at such times as are established by the General Manager. The hauler of such wastes shall be responsible for ensuring such wastes comply with all discharge prohibitions (Section 2 of this Policy) and other applicable requirements of the General Manager.
- B. The General Manager may prohibit the disposal of partial or all hauled waste from a specific hauler, should the hauler fail to meet the requirements set forth by the General Manager.
- C. Hauled waste may be discharged only at locations designated by the General Manager and only with the prior consent of the General Manager. The General Manager may collect samples of each hauled load to ensure compliance with applicable standards, and halt the discharge at any point in order to take additional samples or hold the load pending analysis. The General Manager may require the hauler to provide a waste analysis of any load prior to discharge, to characterize the wastewater or to certify that the wastewater does not meet the definition of a "Hazardous Waste" under Chapter 173-303 WAC.
- D. Disposal of unauthorized hauled waste may be cause for temporary or permanent suspension from offloading into the POTW system.
- E. Haulers offloading stabilized sludge, or biosolids, must provide, and not limited to, the following information with every load:
  - 1. Facility name and address of the biosolids generator; and
  - 2. A representative sample of the hauled biosolids.
- F. Fees for dumping hauled wastewater shall be based on the current TRRWA fee schedule, or a fee approved by the TRRWA if the hauled waste is significantly different in composition from any waste previously accepted.

## **SECTION 4 – TRRWA WASTEWATER DISCHARGE PERMIT APPLICATIONS**

### **4.1 Industrial and Commercial User Surveys**

The General Manager is obligated under federal law to identify all Users potentially subject to the pretreatment program, and the character and volume of pollutants discharged by such Users. To satisfy this requirement, all sources of non-domestic discharges to the POTW must, upon request of the General Manager or the Member Entity, complete an Industrial and Commercial User Survey form. Users shall fully disclose the information requested and sign

the completed form in accordance with Section 4.6. Proper completion of the survey is a condition of initial and continued discharge to the POTW. Users failing to fully comply with survey requirements within 30 days shall be subject to all enforcement measures authorized, up to and including termination of service. The General Manager is authorized to prepare forms for this purpose and require completion of the appropriate form to obtain the information needed to categorize each User. The General Manager is authorized to categorize each either a CU or PSIU, provide written notice of a User's categorization, what it means, and revise a User's categorization at any time based upon updated information or changing regulations. The General Manager shall notify Washington State Department of Ecology of users identified that may meet the SIU or CIU categorization for final determination.

#### **4.2 Wastewater Discharge Permit Requirement**

- A. No User categorized by the TRRWA as a CU or PSIU shall discharge wastewater into the POTW without first obtaining an individual TRRWA Wastewater Discharge Permit issued by the General Manager and the Member Entity. An existing User that is determined to be a CU or PSIU and that has filed a timely application pursuant to Section 4.3 of this Policy, may continue to discharge unless and until notified otherwise by the General Manager.
- B. The General Manager and Member Entity may require any Industrial or Commercial User to obtain TRRWA Wastewater Discharge Permits and/or implement Best Management Practices as necessary to carry out the purposes of this Policy. This includes PSIU designations. For example, a TRRWA Wastewater Discharge Permit may be required solely for flow equalization.
- C. Any failure to complete the required survey form, apply for and obtain a required permit, or any violation of the terms and conditions of a TRRWA Wastewater Discharge Permit shall be deemed violations of this Policy and subject the User to all of the penalty and enforcement actions of this Policy. Obtaining a TRRWA Wastewater Discharge Permit does not relieve a User of its obligation to comply with all federal and state pretreatment standards or requirements, or with any other requirements of federal, state, and local law.
- D. The General Manager and/or the Member Entity, based on the determination that such devices are necessary for implementation and monitoring of pretreatment requirements, may require the User to install and maintain on their property and at their expense, the following devices:
  - 1. A sample taking facility accessible to the General Manager. This includes a refrigerated automatic flowmeter control sampler.
  - 2. A suitable storage and/or flow equalization tank.
  - 3. Grease retention devices.
  - 4. An approved combustible gas detection meter.
  - 5. Oil/water Separate devices.

6. Catch Basins or Grit Separators.
- E. Users installing any of the above devices shall ensure they are of the type and capacity approved by the General Manager, meet applicable building and plumbing codes, and conform to any separate requirements established by the General Manager and/or the Member Entity. Users shall locate units in areas easily accessible for cleaning and inspection by the General Manager and/or the Member Entity. Users shall be responsible for all periodic inspection, cleaning, and repair of such devices, and shall perform and document such activities at intervals necessary to maintain the capacities and effectiveness of such devices.
  - F. Nothing in this Policy shall supersede or waive any requirements of the Member Entity's adopted building, plumbing, or sewer codes to install, maintain, and test sewer facilities and equipment, including but not limited to interceptors, separators, clean-outs, and sampling manholes.

#### **4.3 Wastewater Discharge Permitting: Existing Connections**

Any User required to obtain a TRRWA Wastewater Discharge Permit who was discharging wastewater into the POTW prior to the effective date of this Policy implementing ordinances or resolutions adopted by the Member Entities and who desires to continue such discharges shall, within sixty (60) days after notice, apply to the TRRWA Pretreatment Program or Member Entity for a TRRWA Wastewater Discharge Permit in accordance with Section 4.5 of this Policy.

#### **4.4 Wastewater Discharge Permitting: New Connections**

Persons wishing to discharge non-domestic wastewater must first complete a Permit Application. Any Users identified by the General Manager through the Industrial and Commercial User Survey, as needing a Permit, must file a Permit Application. Applications for Wastewater Discharge Permits, in accordance with Section 4.5 of this Policy, must be filed at least ninety (90) days prior to the desired date of discharge, and the Wastewater Discharge Permit obtained prior to commencing discharge. Permit Applications will be jointly reviewed by the General Manager and the Member Entity prior to the Permit being issued.

#### **4.5 Wastewater Discharge Permit Application Contents**

- A. All Users required to obtain a Wastewater Discharge Permit must apply using the form provided by the General Manager or Member Entity. Users must supply all information required on the form as part of the Permit Application unless waived by the General Manager or Member Entity.
- B. Users must provide any other information deemed necessary by the General Manager or Member Entity to evaluate the situation and prepare a Wastewater Discharge Permit. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision. The General Manager and Member Entity shall be held harmless for delays caused by returned applications.

#### **4.6 Application Signatories and Certifications**

- A. All Wastewater Discharge Permit Applications, Permits and User reports must be signed by an authorized representative of the User and contain the certification statement in Section 6.10.
- B. Users shall submit a new authorization if the designation of an authorized representative is no longer accurate. This includes when a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company. Any changes in the authorized representative without notice to the General Manager or Member Entity does not relinquish the Users responsibility of this Policy. It is the responsibility of the User to ensure the proper authorized representative is signing Permit Applications, Permits, and User reports.

#### **4.7 Wastewater Discharge Permit Decisions**

After receipt of a complete TRRWA Wastewater Discharge Permit Application, the General Manager and Member Entity will determine whether or not to issue a Wastewater Discharge Permit. The General Manager or Member Entity may deny any application for a Wastewater Discharge Permit or require additional safeguards, reports, or information. The General Manager and Member Entity may also waive or defer a permit, or allow discharges in the interim while a permit is being prepared.

### **SECTION 5 – TRRWA WASTEWATER DISCHARGE PERMITS**

#### **5.1 Wastewater Discharge Permit Duration**

The TRRWA and Member Entity may issue a Wastewater Discharge Permit for a period of up to five (5) years from its effective date. Each Wastewater Discharge Permit will indicate its expiration date.

#### **5.2 Wastewater Discharge Permit Contents**

Wastewater Discharge Permits will include conditions the General Manager and Member Entity deem necessary to carry out the goals of the pretreatment program (Section 1.1), federal and state regulations, and the requirements of this Policy.

- A. Wastewater Discharge Permits will contain:
  - 1. The permit effective date and expiration date;
  - 2. Effluent limits, including Best Management Practices, based on applicable pretreatment standards;
  - 3. The pollutants to be monitored and specific monitoring requirements. This includes the sampling location(s), sampling frequencies, and sample types consistent with federal, state, and local law. (See Section 2.3);

4. Requirements to submit certain reports (as reflected in Section 6), provide various notifications, keep records, and implement Best Management Practices; and
  5. Reapplication requirements.
- B. Wastewater Discharge Permits may contain, but not be limited to, the following conditions:
1. Pretreatment facilities and measures required by Section 3.1 and 4.2 of this Policy;
  2. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
  3. Requirements to install pretreatment technology, pollution controls, or to construct appropriate containment devices to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
  4. Requirements to develop and implement waste minimization plans to reduce the amount of pollutants discharged to the POTW;
  5. Requirements to pay charges or fees for discharge to the POTW, including high strength charges;
  6. Requirements to install and maintain inspection and sampling facilities and equipment, including flow measurement devices;
  7. Notice that compliance with the Wastewater Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the Wastewater Discharge Permit; and
  8. Other conditions as deemed appropriate by the General Manager and the Member Entity to ensure compliance with this Policy, and state and federal and local laws, rules, and regulations.

### **5.3 Permit Appeal Process**

- A. A User may petition the TRRWA Board to reconsider the terms of a Wastewater Discharge Permit within thirty (30) days of notice of its issuance.
- B. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- C. In its petition, the appealing party must indicate the Wastewater Discharge Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the Wastewater Discharge Permit.
- D. The effectiveness of the Wastewater Discharge Permit shall not be stayed pending the appeal.

- E. If the TRRWA Board fails to act within sixty (60) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a Wastewater Discharge Permit, not to issue a Wastewater Discharge Permit, or not to modify a Wastewater Discharge Permit shall be considered final administrative actions for purposes of judicial review.
- F. Aggrieved parties seeking judicial review of the final administrative Wastewater Discharge Permit decision must do so by filing a complaint with the Superior Court of Cowlitz County within sixty (60) days of the final administrative action.

#### **5.4 Wastewater Discharge Permit Modification**

The General Manager and Member Entity may modify a Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised federal, state, or local pretreatment standards or requirements including new or revised local limits;
- B. To address new or changed operations, processes, production rates, waste streams, or changes in water volume or character;
- C. To reflect conditions at the POTW requiring an authorized discharge to be reduced or curtailed. Such requirements may be either temporary or permanent;
- D. Based on information indicating that a permitted discharge poses a threat to the POTW, the receiving waters, or will violate a prohibition of this Policy;
- E. To address erroneous or incomplete information contained in the Wastewater Discharge Permit Application or in any required report.
- F. To address misrepresentations or failure to fully disclose all relevant facts in the Wastewater Discharge Permit Application or in any required report;
- G. To incorporate revisions based on a variance from Categorical Pretreatment Standards approved pursuant to 40 CFR Part 403.13;
- H. To correct typographical or other errors in the Wastewater Discharge Permit;

#### **5.5 Wastewater Discharge Permit Revocation with Notice**

The General Manager and/or Member Entity may revoke a Wastewater Discharge Permit for cause, including, but not limited to, when a User has:

- A. Failed to notify the General Manager of significant changes to the wastewater prior to the changed Discharge;
- B. Failed to provide prior notification to the General Manager of changed conditions pursuant to Section 6.2 of this Policy;

- C. Misrepresented or failed to fully disclose all relevant facts in the Wastewater Discharge Permit Application;
- D. Falsified self-monitoring reports or tampered with monitoring equipment;
- E. Refused to allow the General Manager or Member Entity timely access to the facility premises and records;
- F. Failed to meet effluent limitations or permit conditions;
- G. Failed to pay applicable fines or sewer charges;
- H. Failed to meet compliance schedule deadline dates;
- I. Failed to complete a Wastewater Discharge Survey or Wastewater Discharge Permit Application;
- J. Violated any pretreatment standard or requirement, or any terms of the Wastewater Discharge Permit or this Policy; or
- K. Ceased operations.

Revocation of a Wastewater Discharge Permit, as provided in this Section, may be effected only after the permit holder has been given a written Notice of Intent to Revoke at least thirty (30) days in advance of such revocation, and the permit holder has failed to correct the reason for revocation prior to the date of intended revocation. A Notice of Intent to Revoke shall state the reason for such revocation, shall state the date of intended revocation, and shall be delivered to the Authorized or Duly Authorized Representative of the User.

## **5.6 Wastewater Discharge Permit Renewal**

A User with an expiring Wastewater Discharge Permit shall apply for Wastewater Discharge Permit reissuance by submitting a complete permit application, in accordance with Section 4.5 of this Policy, a minimum of ninety (90) days prior to the expiration of the User's existing Wastewater Discharge Permit.

## **SECTION 6 – REPORTING REQUIREMENTS**

### **6.1 Reports of Changed Conditions**

Each permitted user must notify the General Manager and Member Entity of any significant changes to the User's operations or system, which might alter the nature, quality, or volume of its wastewater.

This notification must be made at least thirty (30) days before the desired change and be sent to both the General Manager and the Member Entity. In such cases:

- A. The General Manager may require the User to submit whatever information is needed to evaluate the changed condition. The General Manager may also require a new or revised Wastewater Discharge Permit Application under Section 5.4 of this Policy.

- B. The General Manager and the Member Entity may issue, reissue, or modify a Wastewater Discharge Permit applying the procedures of Chapter 5 of this Policy in response to a User's notice under this Section.

## **6.2 Reports of Potential Problems**

- A. Any User which has any unusual discharge that could cause problems to the POTW must immediately notify the TRRW, General Manager, and Member Entity by telephone of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User to control and curtail the discharge. Such discharges may include spills, slug loads, accidental discharges, or other discharges of a non-routine, episodic nature. Problems to the POTW which require reporting under this Section include violating pretreatment prohibitions, treatment standards, or other requirements of Section 2 of this Policy, such as vapor toxicity and explosivity limits.
- B. Within five (5) days following such discharge, the User shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability, which may be incurred as a result of damage to the POTW, the environment, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability, which may be imposed pursuant to this Policy.
- C. All Users shall post notice in a prominent location advising employees of the names and telephone numbers to call to comply with the notification requirements of a potential problem discharge. Users shall ensure that all employees who may cause or witness such a discharge are advised of the emergency notification procedures.
- D. All Users must immediately notify the General Manager and the Member Entity of any changes at their facility which might increase their potential for a slug discharge. This includes increasing the volume of materials stored or located on site, which if discharged to the POTW, would cause problems.

## **6.3 Notice of Violation/Repeat Sampling and Reporting**

If sampling performed by a User indicates a violation, the User must notify the General Manager and Member Entity within twenty-four (24) hours of becoming aware of the violation. The User shall repeat the sampling and analysis and submit the results of the original and repeat analysis to the General Manager and Member Entity within thirty (30) days after becoming aware of the violation. The General Manager may waive the repeat sampling requirement where the POTW has sampled the effluent for the pollutant in question prior to the User obtaining sampling results.

## **6.4 Notification of Discharge of Hazardous Waste**

- A. Any User who discharges any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261, or Chapter 173-303 WAC, must also comply with the following requirements:

1. Notify the General Manager, the Member Entity, the USEPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of the discharge. Maintain a copy of this notification and include it in all subsequent permit applications or re-applications under this Chapter.
  2. Include the following information in the notification:
    - a. The name of the hazardous waste as found in 40 CFR Part 261;
    - b. The USEPA hazardous waste number; and
    - c. The type of discharge (continuous, batch, or other).
  3. If the discharge totals more than two hundred and twenty (220) pounds in any month, also provide:
    - a. The hazardous constituents contained in the wastes,
    - b. An estimate of the mass loading and concentration of hazardous constituents in the wastestream discharged during that calendar month, and
    - c. An estimate of the mass loading of constituents in the wastestream expected to be discharged during the following twelve (12) months.
  4. This notice shall be repeated for new or increased discharges of substances subject to this reporting requirement.
  5. All notifications must take place prior to discharging a substance for which these reporting requirements apply. If this is not possible, the notice must be provided as soon after discharge as practical and describe why prior notice was not possible.
  6. This requirement does not relieve the User from requirements to provide other notifications, such as of changed conditions under Section 6.5 of this Policy, or required by applicable permit conditions, permit applications, and prohibitions.
  7. The notification requirements in this Section do not apply to pollutants for which routine monitoring and reporting is required by a valid permit issued under this Policy.
- B. Users must report all discharges of more than thirty-three (33) pounds per month of substances which, if otherwise disposed of, would be hazardous wastes. Users must also report any discharge of acutely hazardous wastes as specified in 40 CFR Parts 261.30(d) and 261.33(e). Subsequent months during which the User discharges hazardous waste for which notice has already been provided do not require another notification to USEPA or the State, but must be reported to the General Manager and Member Entity.

- C. If new regulations under RCRA describe additional hazardous characteristics or substances as a hazardous waste, the User must provide notifications under paragraph A, if required by paragraph B, within ninety (90) days of the effective date of such regulations.
- D. For any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated and shall describe that program and reductions obtained through its implementation.
- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Policy, a permit issued hereunder, or any applicable federal or state law.

### **6.5 Analytical Requirements**

All pollutant sampling and analyses required under this Policy shall conform to the most current version of 40 CFR Part 136, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for a pollutant, or the General Manager determines that the Part 136 sampling and analytical techniques are inconsistent with the goal of the sampling, the General Manager may specify an analytical method. If neither case applies, Users shall use validated analytical methods or applicable sampling and analytical procedures approved by USEPA.

### **6.6 Sample Collection**

Users must ensure all samples they collect to satisfy sampling requirements under this Policy are representative of the range of conditions occurring during the reporting period. Users must also ensure that, when specified, samples are collected during the specific period.

- A. Users must use properly cleaned sample containers appropriate for the sample analysis and sample collection and preservation protocols specified in 40 CFR Part 136 and appropriate USEPA guidance.
- B. Users must obtain samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds using grab collection techniques.
- C. For certain pollutants, Users may composite multiple grab samples taken over a 24-hour period. Users may composite grab samples for cyanide, total phenols, and sulfides either in the laboratory or in the field, and may composite grab samples for volatile organics, and oil & grease in the laboratory prior to analysis.
- D. For all other pollutants, Users must employ 24-hour flow-proportional composite samplers unless the General Manager authorizes or requires an alternative sample collection method.
- E. The General Manager may authorize composite samples for parameters unaffected by the compositing procedures, as appropriate.
- F. The General Manager may require grab samples either in lieu of or in addition to composite sampling to show compliance with instantaneous discharge limits.

- G. In all cases, Users must take care to ensure the samples are representative of their wastewater discharges.

### **6.7 Date of Receipt of Reports**

The General Manager will credit written reports as having been submitted on the date of the postmark or shipping date when sent via the United States Postal Service or private delivery company utilizing package tracking technology. Reports delivered in any other manner will be credited as having been submitted on the business day received.

### **6.8 Record Keeping**

Users subject to reporting requirements of this Policy shall retain records for all monitoring required by this Policy and for any additional monitoring which could be used to satisfy minimum monitoring requirements. Users must make these records available for inspection and copying at the location of the discharge. Users must similarly maintain documentation associated with any Best Management Practices required under authority of Section 2.3.G. Monitoring records shall include at least:

- A. The time, date, and place of sampling;
- B. The sampling and preservation methods used;
- C. The person taking the sample, and persons with control of the sample prior to analysis;
- D. The person performing the analyses and the date the analysis was completed;
- E. The analytical techniques or methods used; and
- F. The results of analysis;
- G. Cleaning and disposal records of any pretreatment device including the following:
  - i. Company/person cleaning; and
  - ii. Date of cleaning and disposal.

Users are encouraged to retain quality control and quality assurance information provided by the laboratory and submit this information in routine reporting. This information also has value in the event that the sample data is called into question. For analytes for which Washington State requires use of a certified/accredited laboratory, Users shall maintain records demonstrating the laboratories utilized for performance of analyses have the proper accreditation to perform such analyses.

Users shall maintain the above records for a minimum of three (3) years following reporting the analyses, and thereafter until any litigation concerning the User, the General Manager, the TRRWA, or the Member Entity is completed, or for a specified period of longer duration when the User has been specifically notified of a longer retention period by the General Manager or Member Entity.

## 6.9 Certification Statements

The following certification statement must be signed by an authorized representative as defined by Section 1.4.C. and included when submitting a permit or renewal application in accordance with Section 4.6:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

## SECTION 7 – RIGHT OF ENTRY: COMMERCIAL OR INDUSTRIAL USER INSPECTION AND SAMPLING

### 7.1 Right of Entry

As a condition of issuance of a Wastewater Discharge Permit, the permittee shall grant the General Manager and/or its Designee and/or Member Entity the right to enter the premises of any permitted Commercial or Industrial Users to determine whether the User is complying with all requirements of this Policy and any Wastewater Discharge Permit or order issued hereunder. Commercial or Industrial Users shall allow the General Manager and/or Designee and Member Entity ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties, as a condition of retaining its Wastewater Discharge Permit.

- A. Where a Commercial or Industrial User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the General Manager and/or Designee and Member Entity will be permitted to enter without delay for the purposes of performing their specific responsibilities under this Policy.
- B. The General Manager and/or Designee and Member Entity shall have the right to set-up on the Commercial or Industrial User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- C. Commercial or Industrial Users shall provide full access to the General Manager and/or Designee and Member Entity to use any monitoring facilities and utilities available or required in accordance with Section 3.1 and Section 4.2.D. and Section 4.2.F. to confirm that the standards or treatment required for discharge to the POTW are being met.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the Commercial or Industrial User at the written or verbal request of the General Manager and shall not be replaced. The costs of clearing such access shall be borne by the User.

- E. Any unreasonable delay in allowing the General Manager and/or Designee and Member Entity full access to the Commercial or Industrial User's premises and wastewater operations shall be a violation of this Policy.

### **7.2 Compliance Sampling**

All non-domestic Users, including SIU's and CIUs, are subject to routine compliance sampling by the General Manager and/or Member Entity. Users must provide the General Manager and/or Member Entity access to any collected samples used for discharge permit monitoring compliance. The General Manager and/or Member Entity shall be allowed to collect and analyze a portion of the sample, to confirm compliance, with any Wastewater Discharge Permits and State Discharge Permits.

- A. Grab sampling will normally be used for sampling intermittent discharges that are consistent in waste strength, and when samples are to be tested for components or characteristics that are subject to significant and unavoidable change during storage (i.e., dissolved gasses, pH, temperature, etc.).
- B. Composite sampling will normally be used for sampling continuous discharges and for sampling variable strength wastewater. Composite samples will normally be collected over a 24-hour period; however, when industrial or commercial discharges occur for less than 24 hours/day, composite samples will be taken for the duration of the waste discharge.

## **SECTION 8 – CONFIDENTIAL INFORMATION**

Generally, information submitted to demonstrate compliance with pretreatment standards and requirements is subject to public review. To the extent such is consistent with state and federal laws, Users may have certain information treated as confidential if the following process is followed:

- A. When a User submits information to the General Manager or Member Entity, or provides information to inspectors, Users may request that specific information be maintained as confidential. Users must promptly identify the specific information in writing, and describe why public release would divulge information, processes, or methods of production entitled to protection as trade secrets or confidential business information under applicable state or federal laws.
- B. The TRRWA will withhold disclosure of confidential information for a reasonable period of time, during which time any User wanting non-disclosure will be notified and thereby have the opportunity to seek a court order relative to non-disclosure. Any damages, expenses, or costs incurred by the TRRWA in denying or resisting the disclosure of information declared to be confidential by the User shall be borne and paid by such User.
- C. Dependent on the agency receiving the request, the General Manager and/or Member Entity shall review and approve or deny such requests. When approved, the information shall not be publicized unless required by state or federal law.

- D. All other User information submitted to or obtained by the General Manager and/or Member Entity shall be available to the public subject to the TRRWA or Member Entity records review policy.
- E. Information held as confidential may not be withheld from governmental agencies for uses related to the NPDES program or pretreatment program, or in enforcement proceedings involving the person furnishing the report.
- F. Federal rules prevent wastewater constituents and characteristics and other effluent data, as defined by 40 CFR Part 2.302 from being recognized as confidential information.

## **SECTION 9 – ADMINISTRATIVE ENFORCEMENT**

### **9.1 Notification of Violation**

The General Manager or Member Entity may serve a written Notice of Violation on any User that has violated any provision of this Policy. In all cases, each day of continued violation of a provision of this Policy is a separate violation. Users shall, in response to a Notice of Violation, provide the General Manager a written explanation of the violation, its cause, and a corrective action plan within thirty (30) days of receiving this notice. Users submitting plans to correct noncompliance must include the specific actions they will take to correct ongoing and prevent future violations at the earliest practicable date. Acceptance of a plan by the General Manager and/or Member Entity does not relieve a User of liability for any violations. The General Manager and/or Member Entity may also take emergency actions or other enforcement actions as deemed necessary to protect the POTW, the environment, or the health and welfare of the general public, without first issuing a Notice of Violation. Exercise of one or more enforcement options by the TRRWA or a Member Entity shall not be a bar to, or a prerequisite for, taking any other action against the User.

### **9.2 Compliance Agreement**

The General Manager and Member Entity may enter into a Compliance Agreement or other voluntary agreement to memorialize agreements with Users to correct violations of any requirement of this Policy. Such agreements must include the specific action(s) required and date(s) they are to be completed to correct the noncompliance. Such documents must be constructed in a judicially enforceable manner, and have the same force and effect as administrative orders issued pursuant to Sections 9.4 and 9.5 of this Policy.

### **9.3 Review Hearing by the TRRWA Board**

The General Manager may propose enforcement actions in response to a violation of any provision of this Policy. The General Manager will notify the User of the violation, the enforcement action, the rationale, and the Users rights to provide evidence why the proposed enforcement action should not be taken, and to provide its support for any alternative it proposes. A User shall have the right to a review hearing to contest the enforcement action.

Any hearing pursuant to this Section must be requested by the User in writing within fifteen (15) business days after the User receives notice of the enforcement action. The User's written request for hearing shall be filed with the General Manager.

The hearing authorized by this Section shall be held before the Three Rivers Regional Wastewater Authority. Formal rules of evidence shall not apply, but the User, General Manager, and Member Entity shall have the right to present witnesses and other evidence. The Member Entity to which the User Discharges will not serve or vote on the Board for purposes of this hearing. The TRRWA shall issue a written decision within fourteen (14) business days of the conclusion of the hearing.

Any User shall have the right to make an electronic or stenographic record of the proceedings. Such record shall be made at the User's expense.

The TRRWA may by Resolution or Policy adopt additional rules for the conduct of hearings pursuant to this Section.

A review hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

#### **9.4 Compliance Orders**

The TRRWA, after consulting with the General Manager and Member Entity, may issue a Compliance Order to any User that has violated any provision of this Policy. The Compliance Order may direct that the User come into compliance within a specified time, install and properly operate adequate treatment facilities or devices, or take such other measures as the TRRWA and Member Entity find necessary.

These measures may include additional self-monitoring and Best Management Practices designed to minimize the amount of pollutants discharged to the sewer. A Compliance Order may not extend the deadline for compliance established for a pretreatment standard or requirement, or relieve a User of liability for any violation, including a continuing violation. If the User does not come into compliance within the time provided, sewer service may be discontinued. Issuance of a Compliance Order shall not be a bar against, or a prerequisite for, taking any other action against the User.

#### **9.5 Cease and Desist Orders**

When TRRWA and/or Member Entity find that a User has violated, or continues to violate, any provision of this Policy, a Wastewater Discharge Permit or Order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the TRRWA may, after consultation with the General Manager and Member Entity, issue an Order to the User directing it to cease and desist all such violations and directing the User to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the User.

## **9.6 Administrative Fines**

- A. When the TRRWA and Member Entity find that a User has violated, or continues to violate, any provision of this Policy, a Wastewater Discharge Permit or Order issued hereunder, or any other pretreatment standard or requirement, the TRRWA may, after consultation with the General Manager and Member Entity, recommend fines against such User.
- B. Any violation of this Policy which has caused the TRRWA to violate its NPDES Permit may result in the Washington State Department of Ecology levying a fine against the TRRWA. In that event, the TRRWA may fine any User whose discharge has been identified for causing the permit violation an amount equal to the Washington State Department of Ecology fine imposed upon the TRRWA. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
- C. The TRRWA and Member Entity may add the costs of any emergency response, additional monitoring, investigation, and administrative costs related to investigating and/or enforcing the noncompliance situation, to the amount of the fine.
- D. The TRRWA and Member Entity will consider the benefit gained by a User as a result of the noncompliance in cases where there appears to have been a benefit from not complying. In such cases, the TRRWA and Member Entity shall ensure that fines, to the maximum amounts allowable, exceed the benefit to the User from the noncompliance.
- E. Unpaid charges, fines, and penalties shall be assessed as determined by Resolution of the Three Rivers Regional Wastewater Authority Operating Board. The TRRWA and Member Entity shall be authorized to pursue suspension of service for unpaid charges, fines, and penalties.
- F. Users desiring to dispute such fines must file a written request with the TRRWA to reconsider the fine within fifteen (15) working days of being notified of the fine. The TRRWA shall convene a hearing on the matter pursuant to Section 9.3 of this Policy. In the event the User's appeal is successful, the TRRWA and Member Entity shall reduce or eliminate the fine as determined appropriate by the TRRWA.
- G. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

## **9.7 Emergency Suspensions**

The TRRWA and/or Member Entity may order an immediate suspension of a User's discharge (or threatened discharge) when it reasonably appears to present a substantial danger to the health or welfare of persons, threatens to interfere with the operation of the POTW, or which may present a danger to the environment.

- A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its discharge. If a User fails to immediately comply voluntarily with the suspension order, the TRRWA and/or Member Entity may take such steps as deemed necessary

to protect the public and its interest in the POTW. Remedies available include immediately severing the sewer connection, at the User's expense, and partnering with law enforcement. The TRRWA and/or Member Entity may not allow the User to resume its discharge until the User has demonstrated to the satisfaction of the TRRWA and Member Entity that the situation warranting the suspension has been properly addressed.

- B. A User that is responsible, in whole or in part, for any discharge presenting imminent danger shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. Users shall submit this report to the TRRWA and Member Entity prior to the date of any show cause or termination hearing under Sections 9.3 and 9.8 of this Policy.

Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

### **9.8 Termination of Discharge**

Any User who violates the following conditions is subject to having the privilege of discharging to the public sewer system withdrawn, including, but not limited to, blocking or severing the sewer discharge:

- A. Discharge of non-domestic wastewater without a Permit, when a Permit is required, including:
  - 1. Where the appropriate Permit has not been requested;
  - 2. Where the appropriate Permit has not yet been issued; or
  - 3. Where the Permit has been denied or revoked based on the provisions of Section 5.6 (Permit Revocation) of this Policy.
- B. Violation of Permit terms and conditions.
- C. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling (whether subject to a Permit or not).
- D. Violation of the pretreatment standards and requirements in Section 2 of this Policy, including failure to satisfy Industrial User Survey requirements.

### **SECTION 10 – JUDICIAL ENFORCEMENT: Injunctive Relief**

The TRRWA and/or Member Entity may seek injunctive relief when a User has violated, or continues to violate a provision of this Policy. In such cases, the TRRWA and/or Member Entity may petition the Superior Court of Cowlitz County for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Wastewater Discharge Permit, Order, or other requirement imposed by this Policy on activities of the User. The TRRWA and/or Member Entity may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

## **SECTION 11 – SUPPLEMENTAL CONDITIONS**

### **11.1 Performance Bonds**

The General Manager and/or Member Entity may require a satisfactory Performance Bond in an amount deemed necessary to assure the User will achieve consistent compliance with this Policy.

Such Bond may be required as an enforcement response or as a prerequisite to issue or reissue a Wastewater Discharge Permit. This Bond may also be required of any category of User that has led to interference with the POTW in the past, regardless of the compliance history of the particular User. This Bond may be used to pay any fees, costs, or penalties assessed to the User whenever the Users account is in arrears for over thirty (30) days. This includes the costs of cleanup of the site if the User goes out of business, sells the business to a person that does not first assume the Bond, or goes bankrupt. Users may petition to convert their Performance Bond to a requirement to provide Liability Insurance or to forego any such safeguard based on their performance. User may petition no more frequently than once in any twelve (12) month period.

### **11.2 Payment of Outstanding Fees and Penalties**

The TRRWA and/or Member Entity may decline to issue or reissue a Wastewater Discharge Permit to any User who has failed to pay any outstanding fees, fines, or penalties incurred as a result of any provision of this Policy, a previous permit or order issued hereunder.

### **11.3 Public Nuisances**

A violation of any provision of this Policy, a Permit, or Order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the Member Entity.

## **SECTION 12 – WASTEWATER TREATMENT SURCHARGES AND PERMIT FEES**

### **12.1 Excess Strength Charges - Surcharges**

#### **High Strength Waste:**

Wastewater originating from any non-domestic User, including SIUs and CIUs, that when discharged to the collection system, has a concentration of total suspended solids (TSS), biochemical oxygen demand (BOD) and/or Ammonia (NH<sub>3</sub>) in excess of the daily maximum limits list in Section 2.3 D of this Policy.

#### **High Strength Waste Fee:**

A surcharge for TSS, BOD, and/or NH<sub>3</sub> discharged at concentrations above the daily maximum limits. High Strength Waste Fees shall be collected pursuant to a Resolution adopted by the Three Rivers Wastewater Authority Board and remitted to the TRRWA prior to the end of the calendar month following collection.

## **12.2 Wastewater Discharge Permit Fees**

Annual Wastewater Discharge Permit Fees shall be levied on each Potentially Significant Industrial User (PSIU), and each Commercial User subject to a TRRWA Wastewater Discharge Permit. Each permitted User will be evaluated by the General Manager and the Member Entity where the User discharges and subsequently placed in the appropriate category. Wastewater Discharge Permit Fees are established by a Resolution of the TRRWA Board.

The TRRWA and Member Entities may adopt additional fees to recover the costs of implementing this Policy and operating the TRRWA's and Member Entities' Pretreatment Programs, which may include:

- A. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports submitted by Users;
- B. Fees for reviewing and responding to accidental discharge procedures and construction;
- C. Fees for filing appeals;
- D. Fees to recover administrative and legal costs associated with enforcement activity taken to address User noncompliance; and
- E. Other fees as necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Policy and are separate from all other fees, fines, and penalties imposed by the TRRWA or Member Entities.

## **SECTION 13 – MISCELLANEOUS PROVISIONS**

### **13.1 Severability**

If any provision, paragraph, word, section or article of this Policy is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

### **13.2 Conflict**

All other previously issued Policies and parts of other Policies inconsistent or conflicting with any part of this Policy are hereby repealed to the extent of such inconsistency or conflict.

**SECTION 14 – EFFECTIVE DATE**

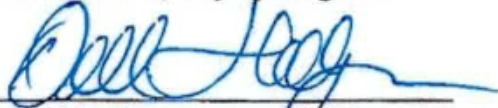
This Policy shall be in full force on February 1, 2026.

ADOPTED THIS 21st DAY OF JANUARY, 2026.

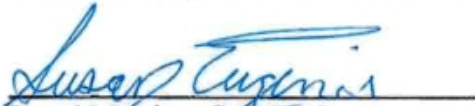
THREE RIVERS REGIONAL WASTEWATER AUTHORITY:



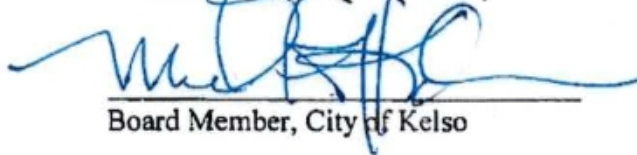
Board Member, City of Longview



Board Member, Beacon Hill Water & Sewer District



Board Member, Cowlitz County



Board Member, City of Kelso

Approved as to Form:



Attorney for TRRWA

ATTEST:



Clerk of the Board



# City of Longview

## Agenda Summary

### 2025 WRAP UP / 2026 COMMUNITY DEVELOPMENT LEGISLATIVE PLAN

**RECOMMENDED ACTION:**

**PROVIDE DIRECTION ON PRIORITY OF ACTIVITIES**

**DATE:** February 26, 2026

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Strengthen economic conditions & create new opportunities

**CITY ATTORNEY REVIEW:** N/A

**SUMMARY STATEMENT:**

Community Development will provide a “wrap-up” of department activities across building, land use, and code enforcement activities from the calendar year 2025. Also included will be a review of what was accomplished from the 2025 Local Legislative Plan discussed previously in January of 2025.

The second part of the presentation will be a look forward at the 2026 Local Legislative Plan and upcoming required and proposed code and plan updates. Staff is seeking City Council input on the proposed update outline and prioritization of activities; or identification of additional items to be added.

**RECOMMENDED ACTION:**

Provide direction on priority of activities.

**STAFF CONTACT:**

Nick Little, Community Development Director

**Attachments:**

1. Memo to City Council - Leg Updates 2026
2. Simplified Presentation (print-friendly) for handouts\_rev



## Memorandum

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**TO:** Longview City Council

**FROM:** Nick Little, CED Director

**MEETING DATE:** February 19, 2026

**SUBJECT: Community Development 2026 Legislative Plan**

The ongoing review, maintenance and upkeep of a city's development codes are critical to the success of a city and its stakeholders. Development codes are updated for any number of reasons: solving an emergent problem, fostering positive development patterns, or keeping up to date with changes in the development word. Updated development codes help the city stay competitive when attracting new development by providing a clear and consistent set of standards and review procedures and can often create new development opportunities that may not have existed previously.

What follows is Community Development's 2026 "Legislative Plan," a list of proposed code maintenance and updating activities across Chapters 16, 17, 18, and 19 of the LMC. The "Housekeeping" section includes relatively minor updates that remove inconsistencies and contradictions, and/or create a more streamlined review process. The "Major Code Updates" are items that require an in-depth review or have the potential to create more significant changes than simple housekeeping items. Finally, the "Ongoing Department Activities" section describes several code or process updates currently ongoing.

This outline is intended to be periodically updated as projects are completed, new projects added, or as City priorities are shifted. They are currently ordered based on staff review, potential impacts to existing or future developments, and "bang for the buck." We can rearrange the order of these items in any order that Council see fit.

### **Housekeeping Code Updates**

These are largely minor code amendments that enhance consistency, correct discrepancies, and or provide for easier administration of the various development codes. Many of these updates do not require Planning Commission review and can proceed directly to Council once prepared. These updates can occur alongside other code updates and may involve minor updates among multiple ordinances to ensure consistency.

- Amend Board of Adjustment meeting setting (*LMC 19.12*)
- Rescind Electrical Code

- Clean up required parking spaces discrepancy; address definition and location of parking spaces for residential development review
- Update LMC 16.13 (Sign Ordinance) to correct code references

## **Major Code Updates**

Major updates are those updates that establish a new code, make significant alterations to existing development standards or processes, and may need additional review through the Planning Commission or other stakeholders. Most of these efforts will require a larger commitment of staff time or potentially have a larger to impact City development patterns, processes, or timelines.

- Accessory Dwelling Units
  - Re-examine review process
  - Review and potentially update current standards
- Variances
  - Establish tiered variance system
- Mobile Vendor
  - Establish clear review process and standards for Mobile Vendor/Food Trucks
  - Create clear development standards and guidelines for food truck pods
  - Modernize definitions of mobile vendors, food trucks, seasonal etc.
- Composting facilities
  - Allow for the location of composting facilities (*part of Comprehensive Plan updates*)
- Public Notification Procedures
  - Establish consistency across Chapter 19
  - Establish clear and consistent notification procedures internally
  - Create a consistent expectation from the public for land use hearing notification

## **Ongoing Department Activities**

These are items that are currently in process based on prior direction of Council, identified needs by staff, or as part of an ongoing strategic plan.

- Fee updates across both Planning and Building divisions
  - Plumbing, Mechanical, staff base hourly rates
  - Land use activities
  - Valuation for construction to be reviewed in 2027
- Solid waste contract negotiations
  - Beginning now; current contract expires in April of 2027
- Continuous process improvements
  - Streamlining internal review procedures
  - Updates customer facing portion of permit system
  - Updates to application materials and checklists
- Critical Areas and Comprehensive Plan Update(s)
  - Required updates to ordinances and plans
  - Goal is to complete by October-November 2026

# 2025 Wrap Up 2026 Local Legislative Plan

Please Note: This slide show has been formatted for ease of printing.  
Numbers are accurate as of date of production. Final presentation to  
council may look different and contain updated information.  
A .pdf version of the final presentation will be available after the meeting.

1

## Permits

2

# Residential

- 418 Total Building Permits Issued
- \$11,898,879 in Valuation
- Valuation number very conservative – data capture corrected for 2026

### What Have We Been Building?

Minor Permits	264
“Other”	60
Addition/Remodel	36
New SFD	23
Manufactured Home	16
Accessory Building	8
Demolition	8
ADU	3

### Other Residential Permitting

- 255 Mechanical Permits
- 199 Plumbing Permits

### Fun Fact!

Residential building valuation is a calculated number, not actual construction value. Actual construction value is typically higher!

3

# Commercial/Industrial

### What Have We Been Building?

Minor Permits	58
Other	51
Addition/Remodel	26
Signs	24
TI/Change of Occup.	15
Demolition	9
New Building	7
Multi-Family	1

- 191 Total Building Permits Issued

- \$58,739,271 in Valuation

### Other Commercial Permitting

- 92 Mechanical Permits
- 83 Plumbing Permits

### Fun Fact!

Top 5 Commercial/Industrial Developments in 2025, by valuation:

1. JH Kelly Headquarters Remodel
2. LCC Vocational Building
3. Peacehealth Cancer Center Upgrades
4. Fibre’s Improvements to TDN Building
5. New 15<sup>th</sup> Ave Dialysis Center (Ferensius)

4

## Commercial/Industrial

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Minor Permits	58
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5. New 15<sup>th</sup> Ave Dialysis Center (Ferensius)

### Other Commercial Permitting

92 Mechanical Permits  
83 Plumbing Permits

5

## Overall

- Total Number of Permit Records: 1,238
- Total Valuation, all Permits: \$70,638,150
- Total Permit Fees: \$1,060,030

### Did You Know?

On average, CED issued a permit about every hour and a half we were in operation last year!

6

## Land Use

7

### Generally Speaking...

- Application numbers roughly the same as 2024
- More accurately tracked preapplication meetings, leading to an uptick in total number of applications in 2025
- Very active year for larger residential development projects

8

## By the numbers...

- 99 Total applications
- Highlights include:
  - 2 Rezones/Comp Plan amendments
  - 12 SEPA
  - 15 Short Plats
  - 7 BLAs
  - 40 Preapplication meetings
  - 3 Variances
  - 5 Special uses (all ADUs)

9

## Lot Creation

- **Sires Lane Subdivision (18)**
- **Taylor Island Subdivision (54)**
- Mint Valley Manufactured Home Park (71)
- **46<sup>th</sup>/48<sup>th</sup> Ave PUD (75)**
- Short subdivisions (39)

### Projects in limbo

- Manufactured Home Duplex Cottage Homes(42)

= Currently in Engineering Review

Lot Counter  
**302?**

10

# Business License Reviews

11

- 329 Business License Applications\*
- 284 Approved
- 45 Under Review

86% Approval Rate

\* Does not include Void/Withdrawn

**Top 4 Business Categories**

1. Services	159
2. Retail	92
3. Other	22
4. Construction	14

**Fun Fact**  
This is the first year the City has tracked business license applications!

```
graph LR; A[Apply to DOR] --> B[DOR sends to Finance]; B --> C[Finance inputs into system & routes to CED]; C --> D[CED reviews and Issues approval]; D --> E[DOR Issues license w/City endorsement]
```

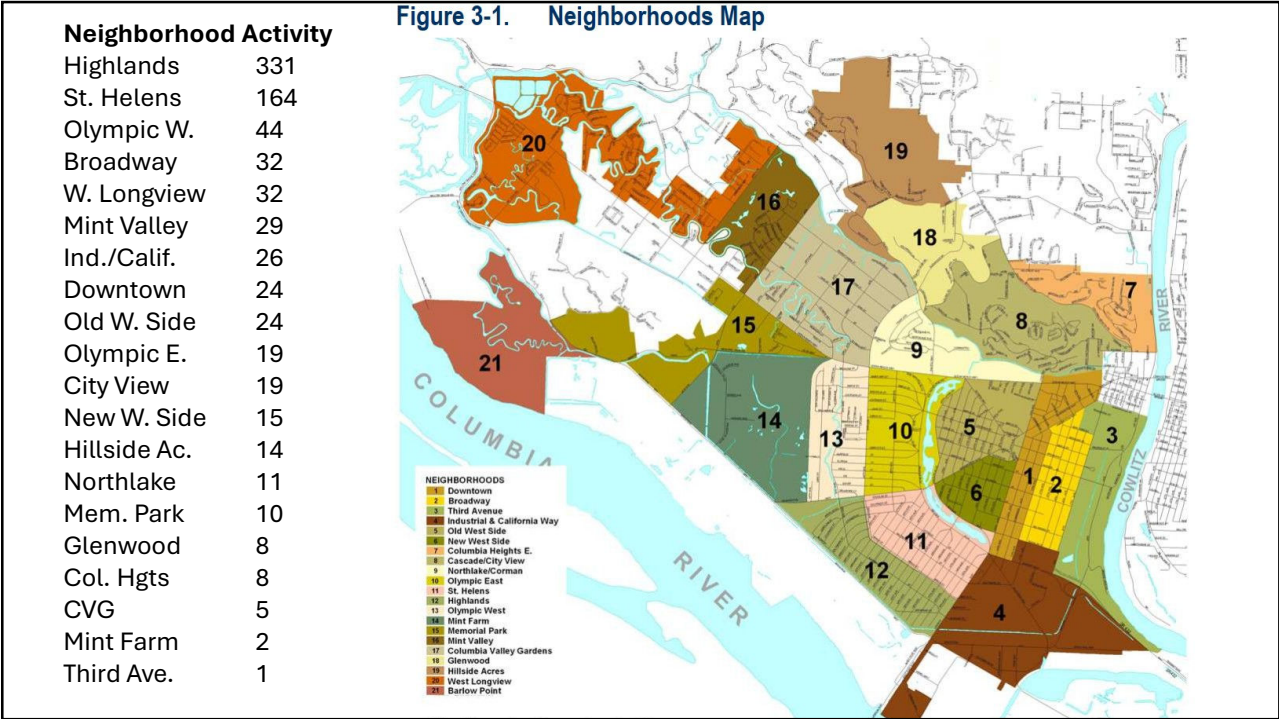
12

# Code Enforcement

13

<h2>General Overview</h2>		<b>Top 5 Violations</b>	
Notices sent:	999	1. Weeds/grass	384
Total cases:	818	2. Junk/Garbage	155
Closure rate:	93%	3. Inoperable Vehicles	105
		4. Unapproved Parking	86
		5. Obscured Pub. Fac.	65
<b>Other Activity</b>			
	Inspections	1500	
	Tracked phone calls:	514	
	Service Orders:	143	
	Letters/Notices	778	

14



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# 2025 Local Legislative Agenda

16

## 2025 Work Plan

- Short Subdivision Updates **COMPLETE**
- Mobile Vendors/Food Trucks **IN DEVELOPMENT**
- Accessory Dwelling Units **PENDING**
- Board of Adjustment Updates **COMPLETE**
- Fishers Lane Rezone **COMPLETE**
- Shared Driveway Updates **COMPLETE**
- Eliminate Molar Requirements **COMPLETE**
- Rescind Electrical Code **IN DEVELOPMENT**
- Consolidated Fee Schedule **COMPLETE**
- Adoption of MUZO **COMPLETE**

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## 2025 Work Plan

- Tiered Variances **PENDING**
- Wireless Communication Facilities **DEAD END**
- Parking Discrepancies **IN DEVELOPMENT**
- Business License Types **DEAD END**
- Sign Code References **PENDING**

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## What coming for 2026?

2026 Local Legislative Plan

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## 2026 Planned Local Code Updates

- The Big Two
  - Comprehensive Plan Update
  - Critical Areas Ordinance
  
- Other Updates
  - ADU ordinance updates/streamlining
  - Tiered variances
  - Mobile Vendors/Food Truck
  - Public notification procedures
  - Composting facilities (*part of CP update*)

20

## 2026 Planned Local Code Updates

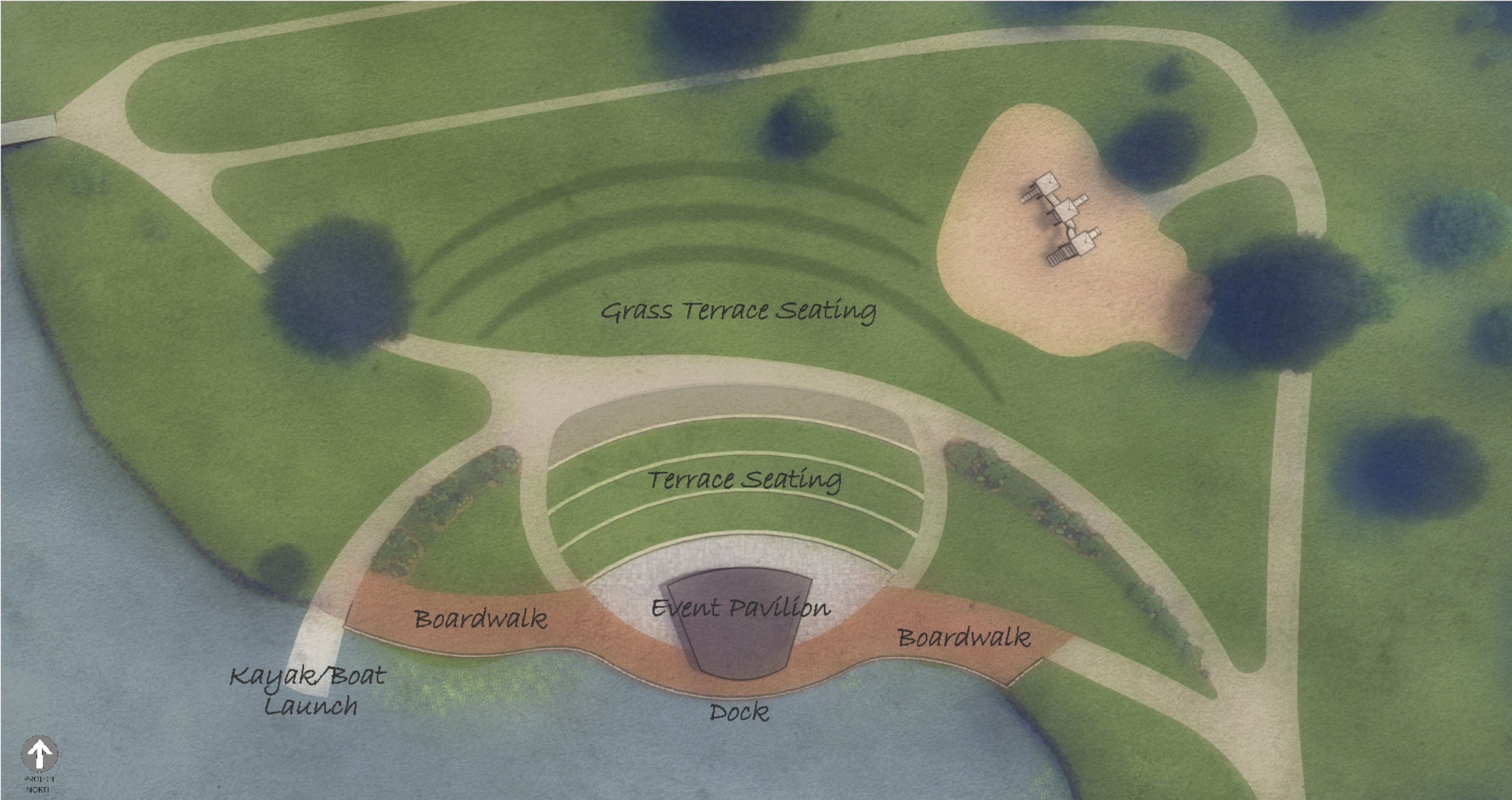
- Housekeeping
  - Board of Adjustment minor update
  - Electrical Code Recission
  - Parking Discrepancies
  - Sign code references

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## Other 2026 Activities

- CED land use/building fee updates
- Solid waste contract negotiations
- Continuous Process Improvement
  - Streamlining internal review procedures
  - Permit system - customer facing interface upgrades
  - Application materials and intake checklist updates

22

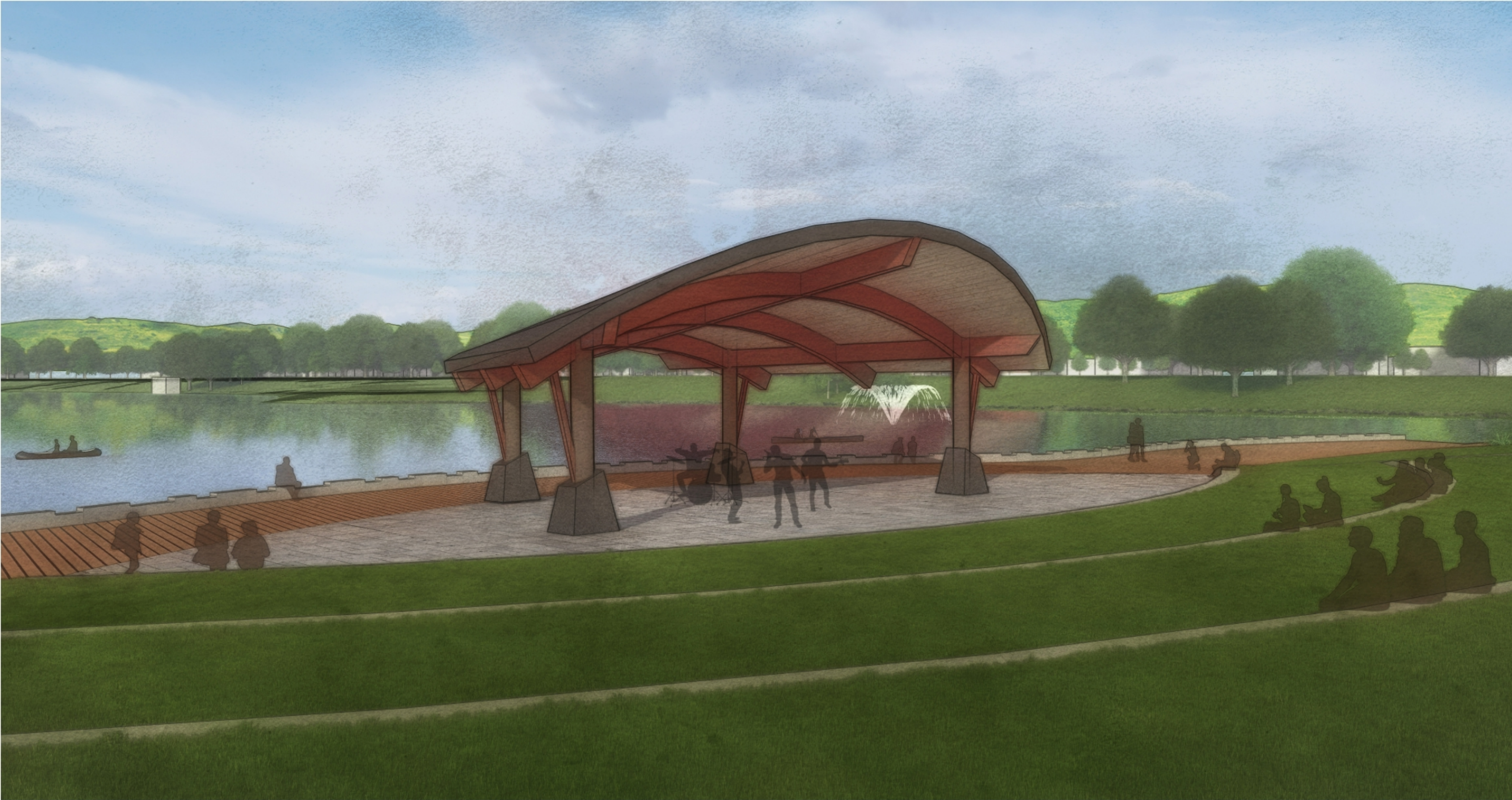


PROJ-11  
NORTH

## MARTIN DOCK CONCEPTUAL SITE PLAN

Lake Sacajawea  
Longview, WA

aetta.  
Architects



**MARTIN DOCK CONCEPTUAL RENDERINGS**

Lake Sacajawea  
Longview, WA

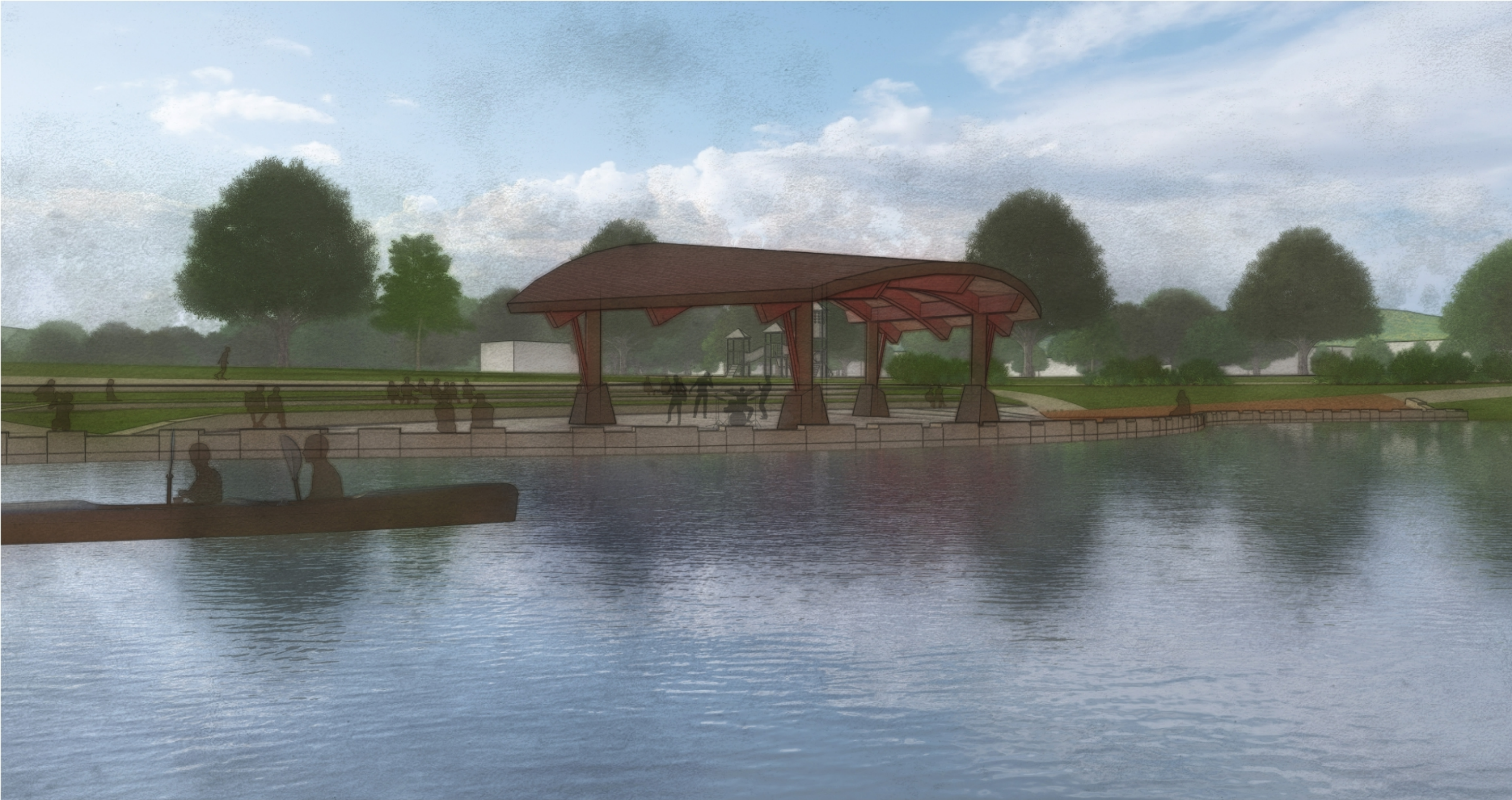
**aetta.**  
**Architects**



**MARTIN DOCK CONCEPTUAL RENDERINGS**

Lake Sacajawea  
Longview, WA

**aetta.**  
**Architects**



**MARTIN DOCK CONCEPTUAL RENDERINGS**

Lake Sacajawea  
Longview, WA

**aetta.**  
**Architects**



# City of Longview

## Agenda Summary

### **LODGING TAX ADVISORY COMMITTEE RECOMMENDATION ON CHANGE OF SCOPE FOR USAGE OF 2026 TOURISM FUND AWARD**

**RECOMMENDED ACTION:**

**MOTION TO APPROVE THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE TO AMEND THE SCOPE OF THE LADIES OF THE LAKE QUILT GUILD LODGING TAX TOURISM FUNDING AWARD, ALLOWING A CHANGE IN SCOPE FROM A QUILT SHOW TO A FABRIC AND SEWING SUPPLIES SALE AS EXPLAINED ABOVE AND AS RECOMMENDED BY THE LODGING TAX ADVISORY COMMITTEE**

**DATE:** February 26, 2026

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Continue effective financial management

**CITY ATTORNEY REVIEW:** N/A

**SUMMARY STATEMENT:**

The Ladies of the Lake Quilt Guild applied for and were awarded \$4,000 of the City’s 2025-2026 lodging tax tourism funding to support its annual quilt show event. The amount approved for 2025 was \$2,000 and for 2026 is \$2,000. The event did not take place in 2025. The Guild has requested to change their event from a quilt show to a fabric and sewing supplies sale.

- The event will be a multi-day large fabric and sewing supplies sale, scheduled for April 23-25, 2026.
- The event will be held at the Youth and Family Link Building and will still be used as a fundraiser where a portion of the net proceeds will be donated to local charities.
- They are taking over another non-profit annual event, which has a much higher attendance.

The Lodging Tax Advisory Committee reviewed and discussed the Guild’s request and voted (2-1) to recommend approval of the requested change in scope.

**RECOMMENDED ACTION:**

Motion to approve the recommendations of the Lodging Tax Advisory Committee to amend the scope of the Ladies of the Lake Quilt Guild Lodging Tax Tourism funding award, allowing a change in scope from a quilt show to a fabric and sewing supplies sale as explained above and as recommended by the Lodging Tax Advisory Committee.

**STAFF CONTACT:**

Chris Collins, Public Works Director/Assistant City Manager  
Lodging Tax Advisory Committee

**Attachments:**

1. City of Longview 2025-26 Grant Event Update
2. Ladies of the Lake Quilt Guild Application 2025-2026
3. Lodging Tax Ad Committee Minutes\_02-09-2026

**Ladies of the Lake Quilt Guild 2026 Event**  
**2025-2026 Revised City of Longview Grant Project details**

Prepared by Kat Pettersen

Overall Predicted Attendance
------------------------------

1/25/2026

Original	Estimated
500	1500

Geographic area
-----------------

Original	Estimated
NW Wa, N Ore, coastal areas	Idaho, Montana, So OR, No CA, OR, WA

Attendance # predicted to travel from out of state
--

Original	Estimated
75	100

Attendance # predicted to pay for overnight lodging
---

Original	Estimated
12	12

Attendance# predicted to not pay for overnight lodging
--

Original	Estimated
485	1488

Predicted paid lodging nights
-------------------------------

Original	Estimated
10	10

Total Project Cost
--------------------

Original	Estimated
\$7,000	\$ 3,970

Event Budget	
Family Link	1600
Advertizing	2000
Uhaul Truck	120
Misc Supplies	250
	\$ 3,970

Date of Project
-----------------

Original	Revised
Oct 1-3, 2026	Apr 23-25, 2026



**2025-2026 REQUEST FOR FUNDING**

**APPLICATION DUE: Thursday, June 27, 2024, 6:00 p.m.**  
**Instructions**

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
3. Attach organization's most recent tax return. If no tax return is available, attach the organization's most recent annual financial statement.
4. Attach a detailed budget for the project.
5. Are you a non-profit agency?  yes  no  
 If so, what is your IRS designation? \_\_\_\_\_  
[Please attach proof of non-profit status.]

Please sign, date, and send completed application to:  
**Tammi Edwards, Exec Asst**  
**City of Longview**  
**P.O. Box 128**  
**Longview, WA 98632**

Applicant Information (circle one)					
Organization/Individual	Non-Profit	Public	Other	Private	Association
Organization Ladies of the Lake Quilt Guild (Longview, WA)			Activity Name "Quilts of Many Colors" Quilt Show		
Activity type: Event/Festival, Marketing or Facility Quilt Show					
Address PO Box 1432					
City Longview		County Cowlitz		State WA	Zip 98632
Contact Person					
Name Carol Rife					
Title Guild Secretary				Phone 360-998-2678	
Email srife14004@aol.com					
Project Information					
Title and brief description of project: The Ladies of the Lake Quilt Guild of Longview, WA, which includes Oregon members, plans "Quilts of Many Colors", a quilt show that features over 150 hanging quilts and accessories, demonstrations, and educational activities. Our show brings in quilters and their family members from over 60 miles away because it is well-known throughout the area. They visit our local shops and restaurants before and after the show. We have at least 6 vendors at the show, some of whom live in Oregon and may need overnight lodging. Attending quilters will plan to visit the many quilt and fabric shops in the area north, south, east, and west of Longview, which may require overnight lodging. Every shop is different and quilters can never have enough fabric!					
We also showcase our community quilts donated to local organizations like the Emergency Support Shelter, veterans, and others. The 2024 Quilt Show will feature a presentation of a twin-sized quilt to each Foreign Exchange student attending a Longview high school as a lovely memento of their time in Longview. A portion of the net proceeds from the 2024 show will be donated to Beth's Place, Community House on Broadway for Teens.					
Timeline for project: 3/25-10/25 and 3/26-10/26			Geographic area served by this project: NW Washington, Northern Oregon, coastal areas		
Overall predicted attendance: 500			Attendance, # predicted to travel 50+ miles to attend: 100		
Attendance, # predicted to travel from out of state/out of country: 75			Attendance, # predicted to pay for overnight lodging: 12		
Attendance, # predicted to <u>not</u> pay for overnight lodging: 485			Predicted paid lodging nights: 10		
<b>2025</b>	Amount requested from the City of Longview \$2000		Total project cost: \$ 7000		Date of project: From Oct 2 to 4
<b>2026</b>	Amount requested from City of Longview \$2000		Total project cost: \$7000		Date of project: From Oct 1 to 3

FUNDING SOURCES FOR THIS PROJECT	
List all firm commitments to date to fund this project:	
Source	Amount
The Ladies of the Lake Quilt Guild provides seed money to the Quilt Show Committee to reserve the Youth and Family Link Building and pay for the pipe and draping display. After the show, all expenses are reimbursed from the admission and Quilt Show Program fees.	All expenses are reimbursed by the Ladies of the Lake Quilt Guild Treasurer

List any other sources of funding you have applied for:		
Source	Amount	Status
Cowlitz County Tourism Grant	\$1500	Will apply in 2025 for our 2025 Quilt Show

Specifically, how will this grant be used? How do you document your results?
We will use the money entirely for advertising costs. We print flyers and bookmarks to send to over 100 quilt shops within a 75 mile radius. We advertise in local and area newspapers including their online editions. We advertise in bi-monthly consumer newspapers. We purchase and hang banners around town and across Nichols Blvd in Longview.
We conduct a visitor Survey at the quilt show to determine where the visitors are from and how they heard about our show. We use this information in planning for the next show advertising.
How will this project be financed in the future?
We could take a portion of the proceeds to pay for future quilt shows which would decrease the amount donated to local organizations. We expect continued support from the community and quilters in the Pacific Northwest.

Signature <i>Cassie McRife, Secretary</i> <i>Ladies of the Lake Quilt Guild</i>	Date <i>6-11-24</i>
--	---------------------

**GRANT REPORT**

2023 amount received from the City of Longview for this project:

\$ 1500

2024 amount received from the City of Longview for this project:

\$ 1500

*Note: If project is in process for 2024, please estimate the answers to the following:*

How were these funds used?

They are being used for advertising costs. We purchased a new banner for Nichols Blvd from Signmasters and they updated our previous banners with new dates and times.

We are mailing quilt shops within a radius of 75 miles of Longview with a poster and bookmarks for their customers. We placed bookmarks at the Clark County Quilt Show in April and will provide them for the Clatsop

County, OR quilt show in June. We have provided area quilt guilds with information about the show. We advertise in local and area newspapers including their online editions. We also advertise in bi-monthly consumer newspapers.

How did you measure your results? Please document the achievement of your goal.

We will provide a survey to all quilt show participants that includes where they traveled from, and where they heard about the quilt show.

How will this project be financed in the future?

The quilt show is a self-supporting event of Ladies of the Lake Quilt Guild. Being able to advertise extensively leading up to the quilt show increases attendance. The financial support of our local Tourism Grant in offsetting those costs allows us to give back monetarily to our community. Without grants, we would have to use more of our gate receipts and possibly solicit sponsorships and increase vendor space fees and program ads to try to finance the show. A portion of net proceeds after expenses and grant reimbursements are donated to a local area charitable organization chosen by our Guild's members. The charity chosen for the 2024 show is Beth's Place, the overnight facility for teens sponsored by Community House on Broadway. Additionally, from our 2023 show we were able to give over \$2,000 to FISH of Cowlitz County.

<b>List all project costs in the following categories:</b>	<b>2025</b>	<b>2026</b>
<b>Project Management/Administration:</b>		
Project Manager Salary/Consultant Fees/Staff Costs:	\$ 0	\$ 0
<b>Goods &amp; Services:</b>		
Contract Services – Consultant Fee	\$ 0	\$ 0
Materials/Supplies/Equipment (Pipe and Drape rental)	\$2600	\$2600
Construction Cost	\$	\$
Other Misc. Expenses	\$ 550	\$550
<b>Total Goods &amp; Services:</b>	<b>\$3150</b>	<b>\$3150</b>
<b>Operations:</b>		
Facility Rent (doubled from last year)	\$1000	\$1000
Utilities	\$ 0	\$ 0
Other	\$	\$
<b>Total Operations:</b>	<b>\$1000</b>	<b>\$1000</b>
<b>Other: Advertising Expectations</b>	<b>\$ 3,000</b>	<b>\$ 3,000</b>
	\$	\$
	\$	\$
<b>TOTAL COSTS:</b>	<b>\$4,000</b>	<b>\$ 4,000</b>

<b>List all funding sources for this project:</b>	<b>2025</b>	<b>2026</b>
Quilt Show admission fee	\$ 2500	\$ 2500
Vendor Space Rental	\$ 1050	\$ 1050
Small Quilt Raffle	\$ 500	\$ 500
Quilt Boutique	\$ 500	\$ 500
<b>City of Longview Grant</b>	<b>\$ 1500</b>	<b>\$ 1500</b>
<b>Cowlitz County Grant</b>	<b>\$ 1500</b>	<b>\$ 1500</b>
<b>TOTAL OTHER REVENUE:</b>	<b>\$ 7550</b>	<b>\$ 7550</b>

**LODGING TAX ADVISORY COMMITTEE**  
**February 9, 2026**

Lodging Tax Advisory Committee members present:

Erik Halvorson, Mayor  
Kelly Ragsdale, Columbia Theatre for the Performing Arts  
Bonnie Delaney, Kelso-Longview Chamber of Commerce

City staff members present:

Chris Collins, Assistant City Manager/Public Works Director

**Consider applicant request for event change in scope for using funds**

The Ladies of the Lake Quilt Guild applied for and was approved \$4,000 of the City's 2025-2026 budget to assist with the "Quilts of Many Colors" Quilt Show. The amount approved for 2025 was \$2,000 and for 2026 is \$2,000. The quilt show was to be held in October, and a portion of the proceeds were to be donated to a local area charitable organization.

The Ladies of the Lake Quilt Guild have requested a change in scope for using their funds. Instead of a quilt show, they plan to have a fabric sale. They will still be using the event as a fundraiser and donating to a charitable local organization. They are expecting much higher attendance, and the cost of the event will be less.

The LTAC discussed the request. Erik suggested cutting the funding amount in half since the cost of the event will be less. Bonnie felt they should not be penalized for being creative and pivoting their event to be more successful.

Bonnie made a motion to recommend approval of the change in scope request from a quilt show to a fabric sale. Kelly seconded the motion. Motion passed 2-1. This recommendation will go to before the City Council at their February 26 meeting.

# **Accessibility Advisory Committee Recommendation**

February 26, 2026

**LONGVIEW** | **W**  
**A**  
1

# Topics to Cover

- Who is the Accessibility Advisory Committee (AAC)?
- Completed projects
- Seeking approval for allocation of funds for new projects

# Accessibility Advisory Committee

- Started in 2017 and is comprised of 9 members including 1 non-voting Councilmember
- Meet every other month
- Advise the city on concerns and opportunities related to accessibility
- Budget - \$50,000 per year for projects to improve accessibility

# Completed Projects From 2023/2024 Biennial Budget:

- Multiple ADA accessible door adjustments made at City Hall, MAC, and the Recreation Building.
- General ADA standard upgrades of general facility items at several locations including door signage and bathroom upgrades at the Library, MAC, Women's Club and City Hall.

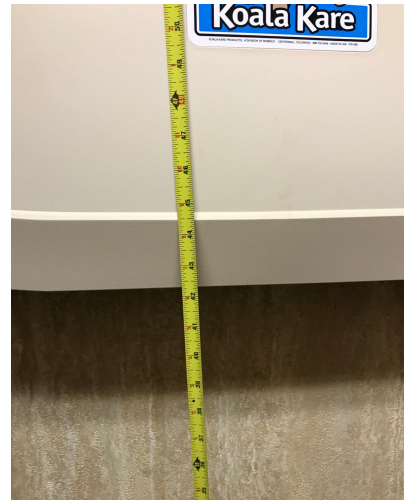
# Completed and In-Progress Projects From 2025/2026 Biennial Budget:

- ADA curb ramp upgrades at 28<sup>th</sup> and Douglas (approved at the August 12, 2025 meeting)

# Two Current Project Requests from AAC

1. Funding for accessible restroom upgrades at City Hall, Senior Center, and McClelland Arts Center
2. Funding for ADA-Specific elements included in the final design of the Cloney Park Inclusive Playground

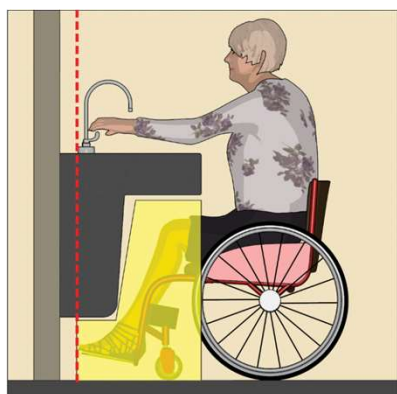
# Project #1A Request Building Project at City Hall



- ADA standard minimum height for changing tables is 28”-34” above the floor.
- Location: City Hall public restrooms
- Project: Relocate four changing tables to make ADA compliant
- Cost: \$930

# Project #1B Request

## Building Project at MAC and Senior Center



- Create sink cut-outs in existing bathroom counters
- Location: Senior Center and MAC
- Project: Cut façade in front of sink to be at least 30” wide and 27” from floor
- Cost: \$2,480 (\$1,240 each location)

**LONGVIEW** | **WA**

8

# Project #2 Request

## Cloney Park Inclusive Playground



- Funding will directly support ADA-specific elements included in the final design of the Cloney Park Inclusive Playground
- If the funding previously allocated from other sources does not exceed the projected costs, this funding will be returned to the AAC budget.
- Cost: \$90,000

## **Recommendation for Council Approval to:**

Allocate the following dollar amounts of Accessibility Advisory Committee ADA capital improvement funds:

- Up to \$3,500 to the upgrades in the restrooms at City Hall, Senior Center and MAC.
- Up to \$90,000 to the ADA-specific elements included in the final design of the Cloney Park Inclusive Playground.

\*If both projects are approved, a balance of \$48,078.77 remains in 2026 budget for additional accessible capital improvements.

**Thank you!**



# City of Longview

## Agenda Summary

### **RESOLUTION NO. 2606 - ACCEPTANCE OF WASHINGTON STATE DEPARTMENT OF HEALTH OPIOID OVERDOSE PREVENTION GRANT AND ASSOCIATED INTERLOCAL AGREEMENT**

**RECOMMENDED ACTION:**

**MOTION TO ADOPT RESOLUTION NO. 2606 AUTHORIZING THE CITY MANAGER TO ACCEPT THE WASHINGTON STATE DEPARTMENT OF HEALTH OPIOID OVERDOSE PREVENTION GRANT AND EXECUTE AN ASSOCIATED INTERLOCAL AGREEMENT**

**DATE:** February 26, 2026

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Enhance public safety & emergency response  
Continue effective financial management

**CITY ATTORNEY REVIEW: REQUIRED**

**SUMMARY STATEMENT:**

The Washington State Department of Health has awarded the City of Longview a grant in the amount of \$39,460 through the federally funded Overdose Data to Action in States program. The purpose of the grant is to provide funding to support opioid overdose prevention efforts by local emergency medical services and fire departments. The grant is administered through an interlocal agreement between the Department of Health and the City of Longview and will be implemented by the Longview Fire Department.

Grant funds will support countywide opioid response initiatives including development of alternate destination transport and field buprenorphine administration protocols, interagency training in trauma-informed care and motivational interviewing, data integration between electronic patient care reporting systems and partner agencies, development of an operational opioid response plan, and administrative oversight and coordination with regional partners. The grant period extends through August 31, 2026. All activities and expenditures must comply with federal and state funding requirements and Department of Health reporting standards.

**Fiscal Impact**

The total grant award is \$39,460 and is fully federally funded. No local match is required and no ongoing financial obligation is anticipated beyond the grant period.

**RECOMMENDED ACTION:**

Motion to authorize the City Manager to accept the Washington State Department of Health Opioid Overdose Prevention Grant and execute the associated interlocal agreement, allowing the Longview Fire Department to implement the approved opioid prevention and response activities.

**STAFF CONTACT:**

Fire Chief Brad Hannig

**Attachments:**

1. Res 2606 - OD2A
2. GVL32310-0\_City\_of\_Longview\_encrypted\_

RESOLUTION NO. 2606

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ACCEPT THE WASHINGTON STATE DEPARTMENT OF HEALTH OPIOID OVERDOSE PREVENTION GRANT AND EXECUTE AN ASSOCIATED INTERLOCAL AGREEMENT

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WHEREAS, the Washington State Department of Health has awarded the City of Longview a grant in the amount of \$39,460 through the federally funded Overdose Data to Action in States program; and

WHEREAS, the purpose of the grant is to provide funding to support opioid overdose prevention efforts by local emergency medical services and fire departments; and

WHEREAS, the grant will be administered through an interlocal agreement between the Washington State Department of Health and the City of Longview; and

WHEREAS, the Longview Fire Department will implement countywide opioid response initiatives including alternate destination transport planning, field buprenorphine administration protocols, interagency training, data integration, development of an operational opioid response plan, and administrative coordination with regional partners; and

WHEREAS, the grant period extends through August 31, 2026, and all activities and expenditures must comply with applicable federal and state funding requirements and Department of Health reporting standards; and

WHEREAS, the total grant award is fully federally funded, requires no local match, and no ongoing financial obligation is anticipated beyond the grant period;

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

**Section 1.** The City Manager is hereby authorized to accept the Washington State Department of Health Opioid Overdose Prevention Grant in the amount of \$39,460.

**Section 2.** The City Manager is further authorized to execute the associated interlocal agreement and any necessary documents required to implement the grant and carry out the approved opioid prevention and response activities.

**Section 3.** The Longview Fire Department is authorized to implement the grant-funded activities in compliance with all federal and state requirements and reporting standards.

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

**Section 5.** This Resolution shall take effect immediately upon its adoption.

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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 26th day of February, 2026.

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M A Y O R

ATTEST:

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City Clerk



<b>CONTRACT NUMBER:</b> <b>GLV32310-0</b>	<b>SUBRECIPIENT *</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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**INTERLOCAL AGREEMENT**  
**Between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**And**  
**City of Longview**  
**Longview Fire Department**

**THIS AGREEMENT** is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and City of Longview Longview Fire Department, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE:** The purpose of this contract is to provide funding for increased support to local emergency medical services and fire departments in their opioid overdose prevention efforts. EMS agencies will use funding to implement promising practices that have demonstrated some impact on the reduction of overdose and associated risk factors.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK AND BUDGET:** The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance of this Agreement shall commence on **Date of Execution** and be completed on **August 31, 2026**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If federal funds are included in this contract as indicated below, this contract requires compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at [SAM.GOV](http://SAM.GOV).

Information about your organization and this contract will be made available on [www.USASpending.gov](http://www.USASpending.gov) by DOH as required by P.L. 109-282.

**PAYMENT:** Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$39,460.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

Federal: \$39,460.00      State: \$0.00      Other: \$0.00      TOTAL: **\$39,460.00**

Contractor agrees to comply with applicable rules and regulations associated with these funds.

**INVOICES AND PAYMENT:** Contractor will submit invoices to the DOH Contract Manager for all amounts to be paid within 30 days of the month of service, or the submission date of deliverables with an associated cost, as specified in the Statement of Work (SOW). Refer to the SOW, Exhibit A, for invoice due dates on any budget/funding period(s) that end during the contract period of performance. DOH must receive correct and complete FINAL invoices no later than 45 days after the contract expiration date. Invoices must reference the contract number and provide detailed information as required. All invoices must be approved by DOH prior to payment; approval will not be unreasonably withheld. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. DOH will return all incorrect or incomplete invoices and will not pay for services that occur outside the period of performance. The Contractor will not invoice for services if they are entitled to payment, have been, or will be paid, by any other source for that service.

DOH will issue payment within 30 days of receiving a correct and complete invoice and approving the deliverable(s). Late invoices will be paid at the discretion of DOH and are contingent upon the availability of funds. Failure to submit a properly completed IRS form W-9 may result in delayed payments.

**AGREEMENT ALTERATIONS AND 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.

**ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at [security@doh.wa.gov](mailto:security@doh.wa.gov). The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

**CONTRACT MANAGEMENT:** The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

The Contract Manager for the Contractor is:

Name: Dawn Felt  
Prevention and Community  
Office: Health  
Agency: Department of Health  
Address: PO Box 47853  
City, State,  
Zip: Olympia, WA 98504-7853  
Email: dawn.felt@doh.wa.gov

Name: -  
Title: City of Longview  
Agency: Longview Fire Department  
Address: PO Box 128  
City, State,  
Zip: Longview, WA 98632  
Email: eric.koreis@ci.longview.wa.us

**DISPUTES:** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**GOVERNANCE:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
  - 1. Primary document (document that includes the signature page)
  - 2. Statement of Work (Exhibit A)

**INDEPENDENT CAPACITY:** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**NONDISCRIMINATION:**

- A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this

nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, DOH may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision.

**PRIVACY:** Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

**RECORDS MAINTENANCE:** The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either

party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA:** Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, 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.

**SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of Washington Technology Solutions (WaTech) policy SEC-01 through SEC-13, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with WaTech security standard SEC-01 through SEC-13 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form.

This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:

- Documented access authorization and change control procedures;
- Card key systems that restrict, monitor and log access;
- Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at

- rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
- Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
- Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
- Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in WaTech security standards;
- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

**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 which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**SUBCONTRACTING:** Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any

subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** In the event contract 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, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

**TERMINATION:** Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**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.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME	TITLE
DOH CONTRACTING OFFICER SIGNATURE	DATE

**This contract has been approved as to form by the attorney general.**

**STATEMENT OF WORK  
DOH Contract Number GLV32310-0  
City of Longview  
Longview Fire Department**

**ORDA-S Contract Period** Date of Execution – August 31, 2026.

**Background**

The Centers for Disease Control and Prevention fund the WA DOH through the Overdose Data to Action in States (OD2A-S) grant to track and prevent nonfatal and fatal overdoses in WA State. Contractor will implement overdose prevention interventions under OD2A-S.

**Purpose**

The purpose of this contract is to provide funding for increased support to local emergency medical services and fire departments in their opioid overdose prevention efforts. EMS agencies will use funding to implement promising practices that have demonstrated some impact on the reduction of overdose and associated risk factors.

**Funding**

Total contract not to exceed \$39,460.00.

\* All activities and related billing requests must align with the provided allowable and unallowable activity guidance.

**Deliverables**

Contractor will submit a quarterly progress report on the process and progress of the contracted activities, including any successes or lessons learned along with quarterly submissions of OD2A-S qualitative performance measures and quantitative data. These deliverables provide monitoring and tracking of the outcomes of the activities chosen.

<b>Task/Activity Description</b>	<b>Funding</b>	<b>Deliverables</b>
Development, integration and training of new county-wide alternate-destination transport and field buprenorphine administration protocols	\$3,500	Submit quarterly: <ul style="list-style-type: none"> <li>DOH progress report detailing the process and progress of activities; name, title, tasks performed, and number of hours worked by each personnel identified in budget on contracted tasks; service names, location, and number of students who participated in training; list the services (name and city), number of students, and amount disbursed for each service that received participant support funds; itemization of supply costs; summary of</li> </ul>
Data analytics and system integration of patient care reporting system and intake platform. Programming and IT support consisting of vendor support, setup, testing, and coordination	\$7,350	
Operational Opioid Response Plan Development	\$640	

**STATEMENT OF WORK**  
**DOH Contract Number GLV32310-0**  
**City of Longview**  
**Longview Fire Department**

Interagency and specialist training in trauma-informed care, motivational interviewing, and integrated intake processes. <ul style="list-style-type: none"> <li>• Participant Support Costs upon completion of training</li> <li>• Training/education supplies and equipment</li> </ul> Administrative oversight and coordination	\$19,720  \$1,250  \$7,000	successes, lessons learned, and any obstacles. <ul style="list-style-type: none"> <li>• Copy of final trauma-informed care and motivational interviewing education curriculum and presentation material</li> <li>• Copy of final opioid response plan</li> <li>• Copy of final protocols</li> <li>• OD2A quantitative data</li> <li>• OD2A qualitative performance measure questions</li> </ul>
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**Budget Table**

Line Item	Cost	Formula for cost/justification
<b>Personnel/Salaries</b>	<b>\$18,490</b>	
Medical Program Director, Marc Kranz		
Protocol Development	\$2,500	\$250/hr x 10 hours
Paramedic Buprenorphine Administration Training	\$1,000	\$250/hr x 4 hours
Acid Remap - Vendor Support	\$100	\$100/hr x 1 hour IT support for the Acid Remap digital platform that supports cross-platform protocol integration.
ImageTrend - External Programming	\$2,500	\$50/hr x 50 hours IT position to support integration of electronic patient care reporting systems between LFD and Columbia Wellness.
City of Longview - IT Support	\$650	\$65/hr x 10 hours. Staff will support manually updating each department's zone and response configuration to incorporate the new OD2A-S call types, dispositions, and dispatch protocols.
Columbia Wellness – External Programming	\$3,500	\$50/hr x 70 hours. Internal IT staff will assist with analytics and evaluation.
Columbia Wellness – IT Support	\$600	\$60/hr x 10 hours

**STATEMENT OF WORK**  
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**City of Longview**  
**Longview Fire Department**

		Staff will support the Program Manager with IT needs related to OD2A-S allowable activities.
Longview FD Battalion Chief, Eric Koreis	\$4,640	\$80/hr x 58 hours The LFD Battalion Chief will develop a response plan and provide project management and interagency coordination.
Columbia Wellness Program Manager, Scott Miller (providing administrative oversight)	\$3,000	\$60/hr x 50 hours CW Program Manager, Scott Miller, will provide project management and coordination from Columbia Wellness.
<b>Other (misc.)</b>	<b>\$20,970</b>	
Participant Support Cost – LFD Paramedic Specialist Training	\$400	\$50/hr x 8 hour training
Participant Support Costs – Columbia Wellness Specialist Training	\$320	\$40/hr x 8 hour training
Participant Support Cost	\$19,000	95 paramedics x \$50/hr x 4 hours training Longview Fire Department (15) Cowlitz 2 Fire & Rescue (32) Cowlitz Co FD 5 (6) Cowlitz Co FD 6 (4) Medix Ambulance (38)
Training/education supplies & equipment	\$1,250	5 agencies x \$250/agency
<b>TOTAL</b>	<b>\$39,460</b>	

Contractor will follow all federal funding rules and OD2A NOFO requirements.

Contractor will collect the below quantitative data on a provided Excel spreadsheet and submit to DOH. Only the questions that pertain to the activities outlined in this SOW are required to be answered.

- Number of health equity focused overdose prevention activities implemented, and their settings.
- Total number of harm reduction service encounters (e.g., in-person, mail, telephone, online)
- Zip code where harm reduction services were provided (list “unknown” when location is unknown)
- Total number of navigators located in a harm reduction setting or other setting

**STATEMENT OF WORK**  
**DOH Contract Number GLV32310-0**  
**City of Longview**  
**Longview Fire Department**

- Number of referrals to harm reduction services for each race ethnicity
- If possible, total number of hours spent by each navigator on linkage to care or referral efforts
- Total naloxone doses distributed.
- Type of organization where naloxone was distributed (SSP, faith-based organizations, schools, etc.)
- Zip code where naloxone was distributed (list “unknown” when unknown)
- Number of naloxone doses distributed at each type of organization
- Number of service encounters involving drug checking
- Zip code for drug checking encounters (list “unknown” when unknown)
- Number of referrals to MOUD for each race/ethnicity
- Number of referrals to behavioral health treatment only (without MOUD) for each race/ethnicity
- Number of other referrals, if not to MOUD and behavioral health, with a description of the type of referral
- Number of health settings implementing or improving protocols and/or policies for evidence-based SUD treatment or referral

Contractor will collect the below qualitative data and submit to DOH. Only the questions that pertain to the activities outlined in this SOW are required to be answered.

**Health Equity (HE)**

- **HE\_Impact: Impactful practices for improving access to care and treatment for PWUD who are historically underserved by overdose prevention programs**
  1. Please provide a brief description of the implemented and/or tailored (adapted to specific cultural, linguistic, environmental, or social needs of populations) evidence-based intervention or innovative practice (including setting and whether navigators were included if applicable) and how these compare to previous efforts.
  2. Please describe how access to care or treatment has been improved, and what new/existing community assets were leveraged.
  3. Please describe how specific populations disproportionately affected by overdose and underserved with care and treatment programs are impacted by efforts (if tracked).
  4. (Optional) Please share if there were any other outcomes that were improved (provides recipients the option to expand beyond access to care and include any other outcomes, for example, retention in care, decreased opioid use).
  5. Please describe any issues or concerns that impact the quality of the data shared (e.g., data completeness, data accuracy, facilitators/barriers for collection and reporting).
- **HE\_Activities: Number of health equity focused overdose prevention activities implemented with OD2A funding**

**STATEMENT OF WORK**  
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**Longview Fire Department**

1. Please describe the activities in this performance measure, for whom they were intended, and how the activities were implemented and/or tailored (e.g., linguistically, culturally) for racially, ethnically, and linguistically diverse populations?
2. Please describe any issues or concerns that impact the quality of the data shared (e.g., data completeness, data accuracy, facilitators/barriers for collection and reporting).

**Harm Reduction (HR)**

- **HR\_Encounters: Number of harm reduction service encounters at organizations funded or supported by OD2A**
  1. What are the barriers for people accessing harm reduction services in your jurisdiction?
  2. What are the facilitators for people accessing harm reduction services in your jurisdiction?
  3. What types of services are included?
  4. Please estimate the proportion of harm reduction service encounters that occurred:
    - \_\_\_ % at brick and mortar locations
    - \_\_\_ % via mobile-based outreach services
    - \_\_\_ % via mail-based delivery
    - \_\_\_ % other (please specify)
  5. Please describe any issues or concerns that impact the quality of the data shared (e.g., data completeness, data accuracy, facilitators/barriers for collection and reporting).
- **HR\_Naloxone: Number of naloxone doses distributed by OD2A funded or supported organizations**
  1. What are barriers to accessing or receiving naloxone?
  2. What are facilitators to accessing or receiving naloxone?
  3. How did you use OD2A Funds to distribute naloxone (e.g. staffing to distribute, vending machines)?
  4. (Optional) Describe mechanisms used to distribute naloxone (e.g., mail in, handoffs).
  5. If you selected "other" type of organizations in the reporting tool, please describe.
  6. Please describe any issues or concerns that impact the quality of the data shared (e.g., data completeness, data accuracy, facilitators/barriers for collection and reporting).

**Linkage to Care (LTC)**

- **LTC\_Navigators: Number of navigators who link PWUD to care and harm reduction services via warm handoffs**
  1. Please describe what types of navigators are included in the data reported (e.g., certified peer recovery specialists, peer support specialists, case managers, patient navigators, community health workers, persons with lived experience, etc.).
  2. Please describe methods to support navigators, including average hourly pay, benefits, and additional supports (e.g., trauma, wellness, emotional/psychological support, infrastructure such as a phone) to help retain them.
  3. Please describe any issues or concerns that impact the quality of the data shared (e.g., data completeness, data accuracy, facilitators/barriers for collection and reporting).
- **LTC\_Referrals: Number of referrals to care and harm reduction services**

**STATEMENT OF WORK  
DOH Contract Number GLV32310-0  
City of Longview  
Longview Fire Department**

1. (Optional) If you have other OD2A funded or supported referrals beyond referrals to MOUD, behavioral treatment only (without MOUD), and harm reduction services, please describe the “other” types of referrals.
2. Please describe any issues or concerns that impact the quality of the data shared (e.g., data completeness, data accuracy, facilitators/barriers for collection and reporting).

**Reimbursement and Payment Schedule**

To receive payment, the Contractor shall email the signed A19-1A form and progress report summary including all deliverables on the due dates by close of business (5:00PM).

Reporting period	Total Amount
DOE – 08/31/2026	Not to exceed \$39,460.00

**Deliverables and Due Dates:**

The following deliverables must be submitted to DOH on a quarterly basis:

1. **DOH Progress Report**
2. **OD2A-S Quantitative Performance Measure Data**
3. **OD2A-S Qualitative Performance Measure Questions**

Quarter	Deliverable Due Dates
2: DOE-2/28/2026	3/10/2026
3: 3/1/2026-5/31/2026	6/10/2026
4: 6/1/2026-8-31/2026	9/10/2026

**Billing and Payment**

All billing must be for activities completed within the contract period; final billing is due 45 days after the end of the contract, but all billed work must be completed on or before 8/31/26.

To receive payment, the Contractor shall submit the A-19-1A form (invoice voucher) along with the deliverables on the due date in the deliverables schedule below by close of business (5:00PM) via email to [dawn.felt@doh.wa.gov](mailto:dawn.felt@doh.wa.gov).

The DOH may, upon written request received in the office ten (10) days prior to the deliverable due date, grant an extension for that deliverable. Extension requests in emergency situations that are out of the Contractor’s control, such as illness or weather problems, may be exempt from the ten (10)-day prior notice requirement. Emergency requests must be made to the DOH via email. The DOH may grant an emergency extension of thirty (30) days from the due date.

In the event state funding is delayed, the Program Manager will notify Contractor by e-mail to cease work until such time as authorization has been received.

**STATEMENT OF WORK  
DOH Contract Number GLV32310-0  
City of Longview  
Longview Fire Department**

Invoice Vouchers should be billed monthly unless otherwise stated in the Statement of Work and must be received by DOH within 60 days of the close of the month in which the expense was incurred or services were provided.

**Supporting Documentation Requirements:**

Billings/invoices shall include copies of backup documentation for all expenses according to the contract's risk level as defined by the A19 Backup Documentation Matrix.

Backup documentation can include but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports.

Additional backup documentation may be requested if needed.

Invoices will be returned to you if sufficient backup documentation is not provided within 30 days of our receipt of your request for reimbursement.

Please email the signed and detailed A19-1A form, deliverables due by close of business (5:00PM) on the due date – (schedule above) to:

Washington State Department of Health  
ATTN: Dawn Felt, EMS Program Supervisor  
Community Health Systems  
PO Box 47853  
Olympia, WA 98504-7853  
EMAIL: dawn.felt@doh.wa.gov



# City of Longview

## Agenda Summary

### **RECOGNITION OF VOLUNTEERS SERVING ON BOARDS AND COMMISSIONS FOR TERMS THAT WERE COMPLETED IN 2025**

**DATE:** February 26, 2026

#### **SUMMARY STATEMENT:**

We would like to recognize the following individuals who completed their terms on various boards and commissions within the last year:

#### **Accessibility Advisory Committee**

Jordan Balla

#### **Appeal Board of Adjustment**

Arthur Chang

#### **Complete Streets**

Trey Davis

#### **CDID**

Ken Hash

#### **Downtown Advisory Committee**

Josh Carter

#### **Historic Preservation Commission**

Richard Johnson

#### **Loan Review Board**

Joe Amrine

Marchelle Knapp

#### **Parks & Recreation**

Claire Pang

#### **Planning Commission**

Trey Davis

#### **Public Development Authority**

George Raiter

Holly McShane

#### **Salary Commission**

Chet Makinster

Keith Larson

Tom Lee

#### **Sister City Commission**

PJ Peterson

Attachments: None



# City of Longview

## Agenda Summary

### AUTHORIZATION TO APPLY FOR WASHINGTON STATE AMERICA'S 250 OFFICIAL PARTNERSHIP

**RECOMMENDED ACTION:**

**MOTION TO AUTHORIZE THE CITY MANAGER TO SUBMIT THE PARTNERSHIP APPLICATION TO THE WASHINGTON STATE SEMIQUINCENTENNIAL COMMITTEE TO ENSURE LONGVIEW IS OFFICIALLY REPRESENTED IN THE UPCOMING 2026 CELEBRATIONS**

**DATE:** February 26, 2026

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Address quality of place issues  
Strengthen economic conditions & create new opportunities

**CITY ATTORNEY REVIEW:** N/A

**SUMMARY STATEMENT:**

The Mayor seeks City Council support to officially designate the City of Longview as a partner in the Washington State America’s 250 initiative. This statewide effort, led by the Washington State Historical Society and the Semiquincentennial Committee, prepares for the 250th anniversary of the founding of the United States in 2026. By joining this initiative, the City of Longview will align with several other Cowlitz County entities that have already committed to the partnership, fostering a unified regional celebration of American history and local heritage. Current local partners include:

- Cowlitz County
- Castle Rock Public Library
- Kelso-Longview Chamber of Commerce
- Cowlitz County Fair
- Cowlitz County Historical Museum
- Cowlitz Economic Development Council
- Daughters of the American Revolution (Mary Richardson Walker Chapter)
- Hulda Klager Lilac Gardens
- Kelso Business and Community Association
- Longview Public Library
- Lower Columbia College Library
- Kalama School District
- Sons of Norway (BreidablikLodge)

**BENEFITS OF PARTNERSHIP:**

- Becoming an official partner is free and provides the City with several strategic advantages for community engagement and tourism, including:
- Official Branding: City staff will be authorized to use the official Washington State America’s 250 logo in city communications, social media, and marketing materials.
- Statewide Visibility: The City of Longview will be featured on the official state partners page with a direct link to our municipal website.
- Event Promotion: The City will gain access to the statewide calendar of events, allowing us to post and promote Longview-specific America 250 celebrations to a broad, state-wide audience.
- Resource Access: Access to toolkits, guides, and promotional videos to assist in planning local commemorative activities.

**RECOMMENDED ACTION:**

Authorize the City Manager to submit the partnership application to the Washington state Semi-quicentennial Committee to ensure Longview is officially represented in the upcoming 2026 celebrations.

**STAFF CONTACT:**

Mayor Erik Halvorson

Attachments: None



# 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 2026 ACCOUNTS PAYABLE: \$2,246,624.98**

### **FIRST HALF FEBRUARY 2026 PAYROLL:**

\$11,376.31, checks  
\$1,078,222.68, direct deposits  
\$676,246.94, wire transfers  
\$1,765,845.93 Total

### **STAFF CONTACT:**

Lindy Kennedy, Accountant  
Sara Rios, Payroll Specialist

Attachments: None



# City of Longview

## Agenda Summary

### CONTRACT AWARD - AWARD OF REAL ESTATE LISTING AGREEMENT - SALE OF FISHERS LANE PROPERTY

#### **RECOMMENDED ACTION:**

**MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN EXCLUSIVE AUTHORIZATION TO SELL (LISTING AGREEMENT) WITH PAUL YOUNG, WINDERMERE NORTHWEST LIVING, FOR THE MARKETING AND SALE OF CITY-OWNED PROPERTY LOCATED AT 232 FISHERS LANE**

**DATE:** February 26, 2026

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

- Preserve and enhance neighborhoods
- Address quality of place issues
- Continue effective financial management

#### **CITY ATTORNEY REVIEW: REQUIRED**

#### **SUMMARY STATEMENT:**

The City issued a Request for Proposals (RFP) seeking qualified real estate brokerage services to market and facilitate the sale of surplus City-owned property located at **232 Fishers Lane** (approximately 5.19 acres, zoned High-Density Residential – R-4). The intent of the RFP was to secure a broker with the experience, marketing capacity, and regional network necessary to maximize exposure and market value for the property.

Proposals were evaluated based on established criteria, including qualifications, marketing approach, experience with similar properties, familiarity with the local market, and proposed compensation structure. Following evaluation and scoring by the review team, **Paul Young of Windermere Northwest Living** was identified as the highest-scoring respondent.

The proposed listing agreement grants the broker exclusive authority to market and sell the property for a one-year term, commencing January 27, 2026 and ending January 31, 2027. The property will be listed at **\$1,500,000** or other terms acceptable to the City.

Under the agreement:

- The broker will actively market and advertise the property and coordinate negotiations with prospective buyers.
- The City agrees to pay a commission only upon a completed transaction or procurement of a ready, willing, and able buyer.
- The agreement allows cooperation with other licensed brokers to broaden market exposure.

Utilizing a competitive RFP process ensures transparency and selection of the most qualified brokerage services. Mr. Young demonstrated strong experience in regional commercial and development property transactions, presented a comprehensive marketing strategy, and achieved the highest overall evaluation score.

- Entering into a listing agreement will allow the City to professionally market the property, reach qualified developers and investors, and seek a transaction that supports both financial return and appropriate development consistent with zoning.

#### **FINANCIAL SUMMARY:**

There is no upfront cost to the City. Brokerage compensation is contingent upon a successful sale and will be paid from sale proceeds at closing.

**RECOMMENDED ACTION:**

Motion to authorize the City Manager to execute an exclusive Authorization to Sell (Listing Agreement) with Paul Young, Windermere Northwest Living, for the marketing and sale of city-owned property located at 232 Fishers Lane.

**STAFF CONTACT:**

Chris Collins, Public Works Director/Asst. City Manager

Attachments:

1. Professional Services Contract Fishers Lane
2. 20260127 - Fishers Lane MF Land Listing Agr

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON (“CITY”) AND PAUL YOUNG, WINDERMERE NORTHWEST LIVING (“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.
  
- C. **Subcontracting.** The City permits subcontracts for those items of work as shown in Attachment E to this Agreement. Compensation for this subconsultant work shall be based on the cost shown on Attachment D. The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the City. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this Agreement.  
The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and subcontractor, any contract or any other relationship.

### 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: **Five Percent (5.0%) of the sales price for buyers represented by another broker (split 50/50 between buyer’s broker and seller’s broker). OR Four Percent (4.0%) of the sales price for buyers found but not represented by Paul Young.**

Example: specific rates of pay, lump sum, etc. For these payment methods use attachment D. The payment is for all services performed, and expenses incurred under this Agreement.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. The City may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Contractor for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$50,000 or 10% of the Total Amount Authorized as shown in the Attachment E of this Agreement. The amount included for the Management Reserve Fund is shown in the Attachment E of this agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 1, B Modification.

### **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. If Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) is participant in this agreement, the project participation shall be shown in the Attachment E of this Agreement.
- D. 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 completion of the services described in Attachment A and final payment therefore unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty 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: Chris Collins, Assistant City Manager  
PO Box 182  
Longview, WA 98632

CONTRACTOR: Paul Young, Commercial Broker  
Windermere Commercial Real Estate  
1401 SE 164<sup>th</sup> Ave, Suite 190  
Vancouver, WA 98683

- 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 \_\_\_\_\_, 20\_\_.

CONTRACTOR

CITY OF LONGVIEW

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Approved as to form:

City/State/ZIP: \_\_\_\_\_

By: \_\_\_\_\_

Tax ID# \_\_\_\_\_

City Attorney

## **ATTACHMENT A SERVICES & COMPENSATION**

### **1. The Services**

#### **1.1 General Description**

**The exclusive right to sell the property located at 232 Fisher Lane (Parcel #'s 10401, 10613, and 10397) and further described as approximately 5.19 acres zoned high density residential (R-4) located on the corner of Fishers Lane and Westside Hwy.**

#### **1.2 Schedule**

**For the period commencing January 27, 2026, and ending at midnight on January 31, 2027. Upon expiration the term of this agreement shall automatically renew for successive six (6) month periods unless terminated by either party with thirty (30) days written notice.**

**Upon a mutually executed listing agreement:**

**Within week 1 – Pictures including aerial drone footage**

**Within 2 weeks – Final draft of marketing materials**

**Within 3 weeks – Property active online with onsite signage**

#### **1.3 Deliverable Items**

**Full service brokerage services to include but not be limited to the following:**

- **Marketing to include items such as:**
  - **Placement on national and regional multiple listing service websites**
  - **Direct broker to broker marketing**
  - **Outreach to multifamily developers**
- **Negotiation assistance to include items such as:**
  - **Price and terms for any received offers**
  - **Advice on common industry issues**
  - **Advice on how to handle multiple or competing offers**
- **Transaction coordination to include items such as:**
  - **Ensuring all documents and earnest money are delivered to escrow in a timely manner**
  - **Reviewing and addressing any potential issues with the title report for the property**
  - **Ensure a smooth and seamless transaction from start to finish**

#### **1.4 Designated Personnel**

**Paul Young, Managing Broker, Windermere Commercial**

## 2. Compensation

### 2.1 Amount and Basis

**A. Fees on sales or exchanges of property are due in full when the transaction closes.**

**B. For selling or exchanging any class of improved property, our fee is:**

**Five percent (5.0%) of the sales price for buyers represented by another broker OR Four percent (4.0%) of the sales price for buyers found but not represented by Paul Young and otherwise not represented by another broker.**

## 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. Insurance Term**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, or employees.

#### **B. No Limitation**

The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability Insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

#### **D. Minimum Amounts of Insurance**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**E. Other Insurance Provision**

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insurance pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insures with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

**H. Notice of Cancellation**

The Contractor shall provide the Public Entity with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

**J. Public Entity Full Availability**

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

**SPECIAL RIDER**  
**TO**  
**ATTACHMENT “B”**  
**INSURANCE REQUIREMENTS**  
**For**  
**PROFESSIONAL SERVICE CONTRACTS**

Add the following to section A. Minimum Insurance:

6. Consultant’s Errors & Omission or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.



**Attachment C  
Consultant Fee Determination - Summary Sheet  
(Lump Sum)  
Fee Schedule**

**Task:**

**Cost**

---

Total:

**Subconsultant Costs:  
Task:**

Total:

**Grand Total:**

**SERVICE AGREEMENT  
EXCLUSIVE AUTHORIZATION TO SELL**

The undersigned OWNER hereby grants to **Windermere Northwest Living** ("Broker") the exclusive right to sell the Subject Property for a period commencing **January 27, 2026**, and ending at midnight on **January 31, 2027** (the "Term"). **Upon expiration, the Term of this Agreement shall automatically renew for successive six (6) month periods unless terminated by either party with thirty (30) days written notice.** The Subject Property is in the City of **Longview**, County of **Cowlitz**, State of **Washington** located at the **232 Fishers Lane (Parcel #'s 10401, 10613, and 10397)** and further described as **approx. 5.19 acres zoned High-Density Residential (R-4) located on the corner of Fishers Lane and Westside Hwy; See Exhibit "A" attached.**

The price shall be **One Million Five Hundred Thousand and 00/100 dollars (\$1,500,000.00), (approximately \$6.64/SF)** to be paid as follows: **All cash at closing or other terms and conditions acceptable to Seller.**

References herein to the Subject Property shall be understood to include any portion of the Subject Property.

In consideration of this **SERVICE AGREEMENT-EXCLUSIVE AUTHORIZATION TO SELL** and the Broker's agreement to pursue the procurement of a buyer for the Subject Property, Owner agrees to pay Broker a sale commission in accordance with the appropriate provisions of the **COMPENSATION AGREEMENT-SCHEDULE OF COMMISSIONS** attached hereto and which is fully and completely incorporated herein by this reference.

1. Owner shall pay the commission to Broker if: (a) the Subject Property is sold or otherwise transferred whether through the Broker, or by the Owner, or through anyone else prior to the expiration of this Agreement or any extension thereof; or (b) a buyer is procured or introduced by Broker or the Owner or by or through anyone else who is ready, willing and able to purchase the Subject Property on the terms above stated or other terms acceptable to Owner prior to the expiration of this Agreement or any extension thereof; or (c) any contract for the sale, exchange, or other transfer of the Subject Property is made directly or indirectly by the Owner or its affiliate prior to the expiration of this Agreement or any extension thereof; or (d) prior to the expiration of this Agreement or any extension thereof, Owner removes the Subject Property from the market, renders the Subject Property unmarketable by Owner's voluntary act or contributes or conveys said property or any interest therein to a partnership, joint venture, or other entity, or the Subject Property is transferred due to eminent domain or the threat thereof, foreclosure, or conveyance in lieu of foreclosure; or **€** within sixty (60) days after the expiration of this Agreement or any extension thereof, the Subject Property is sold to or otherwise transferred, or an agreement is executed leading to a sale or other transfer with, any person or entity (or their successors, assigns or affiliates), whom Broker has negotiated or to whom Broker has submitted the Subject Property for consideration prior to such expiration in an effort to effect a transaction and whose name appears on any list of such persons or entities which Broker shall have mailed to Owner at the address stated below at any time within ten (10) days immediately following such expiration; provided, however, if Broker has submitted a written proposal to acquire the Subject Property prior to such expiration, then it shall not be necessary to include such person or entity's name on the list.

Broker is authorized to continue negotiations with the persons or entities described in Subsection 1(e).

2. As used in this Agreement the "term" "sale" shall include an exchange of the Subject Property, and also the granting of an option to purchase the Subject Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule of Commissions on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event such an option is exercised, whether during the Term or thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the property in accordance with the Schedule of Commissions. To the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Subject Property, then any commission previously paid by Owner to Broker on account of such option payments shall be credited against the commission payable to Broker on account of the exercise of the option.

3. Owner further agrees that in the event a lease is entered into prior to expiration of this Agreement or any extension thereof, or is made or negotiated during the one hundred eighty (180) day period thereafter pursuant to the provision of Subsection 1(e) above, to any person or entity whose name appears on the above list or from whom Broker has submitted a written offer, Owner shall pay to Broker a lease commission in accordance with the appropriate provisions set forth in the attached COMPENSATION AGREEMENT-SCHEDULE OF COMMISSIONS.

4. In the event an escrow is opened for sale of the Subject Property or Owner accepts an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.

5. Commissions shall be payable hereunder when earned or at closing, closing of escrow, recordation of the deed, or possession by the buyer, transferee, or tenant, whichever occurs first.

6. Owner agrees to cooperate with Broker in effecting the sale of the Subject Property and to immediately refer to Broker all inquiries of any party interested in the property. All negotiations shall be through Broker. Broker is authorized to accept a deposit from any prospective buyer and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is further authorized to advertise the property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the sale of the Subject Property. Broker may cooperate with other licensed real estate brokers.

7. Owner agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, Property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, The Americans With Disabilities Act, and all other applicable anti-discrimination laws and regulations. It is

understood that it may be illegal to refuse to display, lease or sell to any person because of race, color, religion, national origin, sex, marital status, or physical disability.

8. Owner warrants that he is the sole owner of the Subject Property or has the full written legal authority from any other owner(s) to execute this Agreement on their behalf and to bind them thereto, and that, except as may be set forth in this Agreement, no person or entity who has an ownership interest in the Subject Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA"). Each signatory to this Agreement represents and warrants that he has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.

9. Owner agrees to disclose to Broker and to prospective buyers or tenants any and all information which Owner has or is aware of regarding present and future zoning and environmental matters affecting the Subject Property and the condition of the Subject Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on or about the Subject Property. Broker is authorized to disclose any such information to prospective buyers or tenants. Owner agrees to indemnify and hold Broker harmless from any liability, costs or damages and/or expenses, including without limitation attorney's fees, arising from or connected with any incorrect, incomplete or misleading information supplied by Owner, any information which Owner fails to supply, or any incorrect representation of Owner.

10. Owner acknowledges that in some cases Broker may represent prospective buyers or tenants. Owner desires that the Subject Property be presented to such persons or entities, and consents to the dual representation created thereby.

11. Owner and its counsel will be responsible for determining the legal sufficiency of any purchase agreement and any other documents relating to any transaction contemplated by this Agreement.

12. No amendments or alterations of the terms hereof or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and an authorized representative of Broker, and the Owner and Broker agree that there are no statements, representations, inducements or promises made or relied upon by one or the other, except as expressly stated herein. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements among them with respect to such subject matter.

13. In the event of any dispute between Owner and Broker relating to this Agreement, the Subject Property or Owner or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The

prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and the prevailing party's attorneys' fees, court costs, expert witness fees and other expenses related to such attempt to recover, including such fees, costs and expenses on any appeal and review.

14. In the event any commissions or other payments are due and owing hereunder to Broker and not promptly paid when due and owing, they shall, from the date of such default bear interest at the rate of eighteen percent (18%) per annum, or if less, the maximum non-usurious rate of interest to which the parties could contract in writing for the forbearance of money under appropriate state and federal law, on the date of such default.

15. In the event that Owner lists the Subject Property with another broker after the Term of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker under this Agreement.

16. If security, earnest money or similar deposits are forfeited, in addition to any other rights of Broker pursuant to this Agreement, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.

**Owner acknowledges receipt of a copy of this SERVICE AGREEMENT-EXCLUSIVE AUTHORIZATION TO SELL and the attached COMPENSATION AGREEMENT-SCHEDULE OF COMMISSIONS, and EXHIBIT "B" LAW OF REAL ESTATE AGENCY each of which Owner has read, fully understands, and has executed.**

**Dated:** \_\_\_\_\_  
**OWNER: The City of Longview**

**Dated:** \_\_\_\_\_  
**BROKER: Windermere Northwest Living**

**By:** \_\_\_\_\_

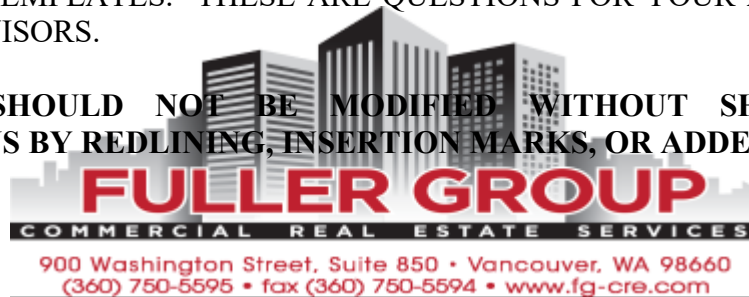
**By:** \_\_\_\_\_

**Address: PO Box 128  
Longview, WA 98632  
Phone:  
Email:**

**Paul Young  
Address: 1401 SE 164<sup>th</sup> Ave, Suite 190  
Vancouver, WA 98683  
Phone: 360-560-3165  
Email: [paulyoung@windermere.com](mailto:paulyoung@windermere.com)**

**CONSULT YOUR ADVISORS – THIS DOCUMENT HAS LEGAL CONSEQUENCES. NO REPRESENTATION OR RECOMMENDATION IS MADE BY BROKER AS TO THE LEGAL TO TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION(S) WHICH IT CONTEMPLATES. THESE ARE QUESTIONS FOR YOUR ATTORNEY AND FINANCIAL ADVISORS.**

**THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.**



**COMPENSATION DISCLOSURE  
SCHEDULE OF FEES  
EXHIBIT "A"**

**Leases:**

A. Fees on all leases are due and payable as soon as the lease has been signed by both parties.

B. ~~**Gross Leases:** Our fee is five and one half percent (5.5%) of the aggregate rental for the first five (5) years of the lease and four percent (4%) of the aggregate rental thereafter, except in the event the lease term is three (3) years or less, our fee will be seven percent (7%) of the aggregate rental with a minimum fee of one (1) month's rent.~~

C. ~~**Net Leases:** Our fee is six and one half percent (6.5%) of the aggregate rental for the first five (5) years of the lease term and four percent (4%) of the aggregate rental thereafter, except in the event the lease term is three years or less, our fee will be seven percent (7%) of the aggregate rental with a minimum of one (1) month's rent.~~

D. ~~Our fee for a month to month tenancy is one (1) average month's rental with a minimum fee of \$400.00.~~

E. ~~When a lease contains an option to renew, our fee is computed on the regular schedule as though the option period was an extension of the original term and is due when the option is exercised.~~

F. ~~Fees for subleases, assignments or transfers of leases are the same as regular leasing fees, plus two percent (2%).~~

**Ground Leases:**

~~Fees in connection with ground leases are normally treated in accordance with the foregoing section. However, by mutual agreement, the transaction may be treated as a cash sale, in which case the fee due will be in accordance with the paragraph regarding Sales. The valuation of the property will be determined by capitalizing the average annual net rental at the rate currently charged for net ground leases or the rate used in the specific transaction.~~

**Sales:**

A. Fees on sales or exchanges of property are due in full when the transaction closes.

B. For selling or exchanging any class of improved property, our fee is:

Five percent (5.0%) of the sales price for buyers represented by another broker OR Four percent (4.0%) of the sales price for buyers found but not represented by Paul Young and otherwise not represented by another broker.

C. ~~For selling or exchanging unimproved land, our fee is ten percent (10%) of the sales price.~~

EXHIBIT "A"

## EXHIBIT "B"

### Real Estate Brokerage in Washington

#### Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW. If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

#### Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers. The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

#### Agency Relationship

In an agency relationship, a broker is referred to as an "agent" and the seller/landlord and buyer/tenant is referred to as the "principal." For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.

#### For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm's designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.

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### For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm's designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.

### For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker's designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker's designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.

### Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

- (1) Completion of performance by the broker;
- (2) Expiration of the term agreed upon by the parties;
- (3) Termination of the relationship by mutual agreement of the parties; or
- (4) Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

### **Written Services Agreement**

A written services agreement between the firm and principal must contain the following:

- (1) The term (duration) of the agreement;
- (2) Name of the broker(s) appointed to act as an agent for the principal;
- (3) Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
- (4) Whether the principal consents to limited dual agency;
- (5) The terms of compensation;

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- (6) In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
- (7) Any other agreements between the parties.

### **A Broker's Duties to All Parties**

A broker owes the following duties to all parties in a transaction:

- (1) To exercise reasonable skill and care;
- (2) To deal honestly and in good faith;
- (3) To timely present all written offers, written notices, and other written communications to and from either party;
- (4) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
- (5) To account in a timely manner for all money and property received from or on behalf of either party;
- (6) To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
- (7) To disclose in writing who the broker represents; and
- (8) To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

### **A Broker's Duties to the Buyer or Seller**

A broker owes the following duties to their principal (either the buyer or seller):

- (1) To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
- (2) To timely disclose to their principal any conflicts of interest;
- (3) To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
- (4) To not disclose any confidential information from or about their principal; and
- (5) To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

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## Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

- (1) To take no action that is adverse or detrimental to either principal's interest in a transaction;
- (2) To timely disclose to both principals any conflicts of interest;
- (3) To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
- (4) To not disclose any confidential information from or about either principal; and
- (5) To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

## Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate). A services agreement must contain the following regarding compensation:

- (1) The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
- (2) The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
- (3) The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

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# City of Longview

## Agenda Summary

### **SET PUBLIC HEARING FOR AMENDMENTS TO LONGVIEW MUNICIPAL CODE CHAPTER 19.12 APPEAL BOARD OF ADJUSTMENT**

#### **RECOMMENDED ACTION:**

**MOTION TO SET A PUBLIC HEARING FOR MARCH 26, 2026, DURING THE REGULAR CITY COUNCIL MEETING**

**DATE:** February 26, 2026

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Strengthen economic conditions & create new opportunities

**CITY ATTORNEY REVIEW:** N/A

#### **SUMMARY STATEMENT:**

The proposed update to LMC is a procedural update related to the scheduling of Board of Adjustment meetings.

The current language requires that a Board of Adjustment meeting be held each month, even when there is no pending application(s) or item(s) to review. The proposed code update provides the ability for the chairman to cancel regular meetings if there are no items pending before the Board.

The proposed code update does not change public notice requirements or other timeframes associated with application review or processing.

#### **RECOMMENDED ACTION:**

Motion to set a public hearing for March 26, 2026.

#### **STAFF CONTACT:**

Nick Little, Community Development Director

#### **Attachments:**

1. LMC 19.12.020 Updates

### **19.12.020 Meetings – Majority vote.**

Meetings of the board shall be held at least once each month and at such other times as the chairman of the board may determine, *provided that a scheduled meeting may be canceled by the chairman when there are no matters pending before the Board.* There shall be a fixed place of meeting. All board meetings shall be open to the public. Any action of the board shall receive an affirmative vote of at least a majority of the total board. When requested by the secretary or chairman of the board, the director of community and economic development and the building official and the chief of the fire department, or such of them as have received such a request, shall attend any board meeting for the purpose of furnishing technical advice to the board.



# City of Longview

## Agenda Summary

**SET PUBLIC HEARING – ORDINANCE NO. 3546 – AMENDING SECTIONS 5.05.040 AND SECTION 5.05.107 OF THE LONGVIEW MUNICIPAL CODE RELATING BUSINESS AND OCCUPATION TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERENDUM; AND SETTING AN EFFECTIVE DATE**

**RECOMMENDED ACTION:**

**MOTION TO SET A PUBLIC HEARING FOR MARCH 26, 2026, DURING THE REGULAR CITY COUNCIL MEETING, TO CONSIDER ORDINANCE NO. 3546**

**DATE:** February 26, 2026

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Continue effective financial management

**CITY ATTORNEY REVIEW:** N/A

**SUMMARY STATEMENT:**

In 2003, the Washington State Legislature adopted Engrossed House Bill 2030, requiring cities with local Business and Occupation (B&O) taxes to adopt and maintain consistency with a statewide model B&O tax ordinance pursuant to Chapter 35.102 RCW. The model ordinance has been updated periodically, most recently in 2023, to reflect statutory changes and ensure uniformity among jurisdictions.

During the 2025 legislative session, the Legislature adopted Engrossed Substitute Senate Bill 5814, amending Chapter 82.04 RCW to expand the definition of taxable services. Newly taxable services include certain information technology training services, technical support services, custom website development services, custom software and customization of prewritten software, certain temporary staffing services, and certain advertising services.

Following the passage of SB 5814, the Washington Department of Revenue issued implementation guidance, and the Association of Washington Cities (AWC) B&O Tax Workgroup updated the model ordinance to incorporate required changes to the definitions of retail and wholesale sales.

The City of Longview’s B&O tax provisions are codified in Chapter 5.05 of the Longview Municipal Code. Staff has prepared draft amendments to Chapter 5.05 to ensure compliance with updated state law and the model ordinance. The proposed amendments incorporate mandatory provisions required by state law. The ordinance also recognizes the statutory allowance to grandfather existing service contracts in place as of October 1, 2025, until March 31, 2026, unless substantially amended.

Setting a public hearing will allow the Council to receive public input prior to consideration of the ordinance.

**FINANCIAL SUMMARY:**

The proposed amendments ensure continued compliance with state law and may result in modest additional B&O tax revenue consistent with expanded taxable service classifications under state statute.

**RECOMMENDED ACTION:**

Motion to set a public hearing for March 26, 2026, during the regular city council meeting, to consider Ordinance Nno. 3546.

**STAFF CONTACT:**

Charlotte Archer, Interim City Attorney  
Chris Collins, Public Works Director/Asst. City Manager

Attachments: None



# City of Longview

## Agenda Summary

### **SET PUBLIC HEARING – ORDINANCE NO. 3574 – AMENDING CHAPTER 5.06 OF THE LONGVIEW MUNICIPAL CODE TO APPLY UTILITY TAX UNIFORMLY TO ALL CITY UTILITY CUSTOMERS.**

#### **RECOMMENDED ACTION:**

**MOTION TO SET A PUBLIC HEARING FOR MARCH 26, 2026, DURING THE REGULAR CITY COUNCIL MEETING, TO CONSIDER ORDINANCE NO. 3574**

**DATE:** February 26, 2026

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

- Improve streets and roads
- Enhance public safety & emergency response
- Preserve and enhance neighborhoods
- Improve transportation systems
- Address quality of place issues
- Strengthen economic conditions & create new opportunities
- Continue effective financial management

#### **CITY ATTORNEY REVIEW: N/A**

#### **SUMMARY STATEMENT:**

The City of Longview currently imposes a utility tax on water and sewer customers located within the City limits. However, a portion of the City’s utility customers reside outside the City boundaries but receive the same utility services through the City’s water distribution and sewer collection systems. These customers are not presently subject to the utility tax.

City utilities operate as enterprise funds and provide service based on infrastructure, system capacity, and operational needs rather than municipal boundaries. The City maintains and replaces infrastructure both inside and outside City limits, including pipelines, pump stations, reservoirs, and treatment facilities necessary to serve all customers connected to the system.

The proposed ordinance amends Chapter 5.06 of the Longview Municipal Code to apply the existing utility tax uniformly to all City of Longview utility customers regardless of location. The intent of the amendment is to establish equity among all users of the municipal utility system and ensure that all customers contribute consistently to the general governmental services that support the operation, oversight, administration, and regulation of the utility systems.

Customers outside the City limits benefit from access to reliable municipal utility service, long-term capital investment, regulatory compliance, emergency response, and system maintenance. Applying the tax uniformly aligns the City’s tax structure with the principle that similarly situated customers should be treated similarly.

This ordinance does not change utility rates, base charges, or consumption charges. It only extends the existing utility tax structure to customers outside City limits who currently receive City utility service.

#### **FINANCIAL SUMMARY:**

Adoption of the ordinance will generate additional General Fund revenue. The additional revenue will support core governmental services, including administration, finance, customer service, system oversight, and public safety functions that enable and support the operation of the City’s utilities.

#### **RECOMMENDED ACTION:**

Motion to set a public hearing for March 6, 2026, during te regular city council meeting, to consider Ordinance No. 3574.

**STAFF CONTACT:**

Chris Collins, Public Works Director/Asst. City Manager

Attachments: None



# City of Longview

## Agenda Summary

### **SET PUBLIC HEARING – 2026-2031 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)**

#### **RECOMMENDED ACTION:**

**MOTION TO SET THE CITY COUNCIL MEETING ON MARCH 26, 2026, AS THE DATE AND TIME FOR A PUBLIC HEARING ON THE 2026-2031 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

### **PROJECT COMPLETION – 42<sup>nd</sup> AVE SEWER PUMP STATION REPLACEMENT**

#### **RECOMMENDED ACTION:**

**MOTION TO ACCEPT AS COMPLETE THE 42<sup>nd</sup> AVE SEWER PUMP STATION REPLACEMENT PROJECT**

#### **COUNCIL INITIATIVE ADDRESSED:**

Provide sustainable water quality & environmental infrastructure

**CITY ATTORNEY REVIEW: N/A**

#### **SUMMARY STATEMENT:**

The 42<sup>nd</sup> Ave Sewer Pump Station Replacement project has been completed in accordance with the plans and specifications under Contract No. 24-1942-S entered into between the City of Longview and Nutter Corporation. The City Council must accept the project as complete before final contract closeout can be accomplished.

#### **STAFF CONTACT:**

Timothy Schulz, Project Engineer

Attachments: None



# City of Longview

## Agenda Summary

### MANAGEMENT AGREEMENT FOR THE ROY MORSE SOFTBALL COMPLEX

#### **RECOMMENDED ACTION:**

**MOTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE UNITED STATES SPECIALTY SPORTS ASSOCIATION (USSSA)**

**DATE:** February 26, 2026

#### **COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

Preserve and enhance neighborhoods  
Address quality of place issues  
Strengthen economic conditions & create new opportunities  
Continue effective financial management

#### **CITY ATTORNEY REVIEW: REQUIRED**

#### **SUMMARY STATEMENT:**

In November 2025, the Recreation Department began exploring options to subcontract the management of our softball leagues. After careful consideration, we determined that issuing a formal Request for Proposal (RFP) would be the best approach to ensure transparency and attract qualified operators. The RFP was released in early February, and after evaluating responses, USSSA emerged as the most suitable partner to meet the City's needs and deliver high-quality programming.

The terms outlined in USSSA's Request for Proposal (RFP) have been fully negotiated. The resulting management agreement grants USSSA exclusive rights to manage and operate the Roy Morse Softball Complex, including softball leagues, tournaments, and related programming. The agreement includes commitments from both parties regarding operational responsibilities, revenue sharing, and marketing support. USSSA will assume day-to-day management and programming responsibilities, while the City will maintain structural and capital infrastructure.

This partnership allows the Recreation Department to continue offering high-quality programs despite reduced staffing levels, while also supporting local economic development by engaging a local business and creating jobs. Under the agreement, USSSA will remit 15% of concession revenue to the Longview Parks and Recreation Foundation for facility improvements and 15% of league, tournament, and rental revenues to the City.

With these considerations addressed, we are ready to proceed with the formal partnership. It is recommended that the City Council approve the finalized management agreement between the City of Longview and USSSA and authorize the City Manager to execute the contract, thus formalizing the partnership for the operation of the Roy Morse Softball Complex. The completion of negotiations marks a significant milestone. Final approval and execution of the management agreement will allow the City of Longview and USSSA to move forward with planned enhancements and operations of the Roy Morse Softball Complex, ensuring improved services and facilities for the community.

#### **RECOMMENDED ACTION:**

Motion to authorize the City Manager to enter into a contract with the United States Specialty Sports Association (USSSA).

#### **STAFF CONTACT:**

Justin Brown, Parks and Recreation Director

#### Attachments:

1. USSSA- Management Agreement Longview Final (Final)

## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this “**Agreement**”) between the City of Longview (the “**City**”), and the UNITED STATES SPECIALTY SPORTS ASSOCIATION (USSSA), collectively referred to as the “**Parties**,” dated as of \_\_\_\_\_, 2026 (the “**Effective Date**”), relates to the management and operation of the Softball complex at Roy Morse Park located at 5544 Solo Point Dr, Longview, WA 98632 (the “**Property**”).

WHEREAS, the City owns the Property and the Premises.

WHEREAS, the City has determined that USSSA, possesses the qualities and experience to operate and manage the Premises in a professional, efficient and effective manner for the benefit of the City and the local community.

WHEREAS, the City and USSSA, desire for USSSA, to operate and manage the Premises, including softball leagues and tournaments and the provision of certain centralized services across certain of USSSA, other various locations.

WHEREAS, in connection with this Agreement, the Parties will make certain capital contributions and perform other acts intended to provide softball related opportunities for the members of the local community.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Premises Description and Management.

a. The premises (the “**Premises**”) consist of four (4) softball fields and a concession stand at Roy Morse Park located at 5544 Solo Point Dr, Longview, WA 98632 attached hereto as Attachment A. All driveways, parking areas, landscaping and other areas of the Property outside of the four (4) softball fields and concession stand are not included within the “**Premises**.”

b. USSSA, shall have the exclusive right to manage, control and use the Premises as a public softball complex, subject to the terms hereof USSSA and its guests and patrons shall be entitled to use the softball fields. No other uses by USSA shall be allowed without the prior written consent of the City, not to be unreasonably withheld, conditioned or delayed.

c. USSSA, shall determine how best to provide the Services (as defined below), including operation days, hours and staffing. USSSA, may close the Premises for cleaning and maintenance and otherwise as USSSA, deems reasonably necessary.

d. USSSA, and its employees, members and guests shall have a license, for the duration of this Agreement, to use the entry roads, driveways, sidewalks and parking areas on the Property to access the Premises and to park during their use thereof.

2. Term.

a. Initial Term. The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and expire on the last day of the calendar year, December 31, 2026. The “**Opening Date**” shall mean the date that the contract is signed. On or immediately following the Opening Date, the Parties shall execute an “**Opening Date Certificate**” setting forth the Opening Date, expiration date and other relevant dates.

b. Renewal Terms. This Agreement shall automatically renew annually (each, a “**Renewal Term**”) upon the same terms and conditions as provided herein, unless USSSA, in its sole discretion, elects by written notice to the City to terminate this Agreement as of the then-applicable last day of the Term. The Initial Term and applicable Renewal Term(s) are referred to collectively herein as the “**Term.**”

c. Termination Without Cause. The City shall have the right to terminate this Agreement at any time and for any reason, without cause, upon providing USSSA with not less than six (6) months’ prior written notice of termination. Upon the effective date of such termination, USSSA shall surrender possession of the Premises to the City in accordance with the terms of this Agreement, and the Parties shall cooperate in good faith to facilitate an orderly transition of operations.

d. City’s Right to Terminate in the event of a Sale. The City shall have the right in its sole discretion, at any time, to terminate the Agreement in connection with a sale of the Property by providing USSSA, with at least three hundred sixty-five (365) days’ prior written notice, with such termination to be effective as of the later of (i) the date of the closing of such sale and (ii) the 365th day after delivery of such notice. The City shall use good faith efforts to encourage any such buyer to keep this Agreement in place.

3. Possession. The City shall deliver possession of the Premises to USSSA, upon completion this agreement.

4. Management and Operation of the Premises.

a. Engagement. The City hereby engages USSSA, and USSSA accepts such engagement, to oversee daily operations and management of the Premises, including the specific services set forth on Exhibit A attached hereto (the “**Services**”), and to provide softball leagues and tournaments to USSSA, guests and patrons.

b. Assistance. The City shall be available to provide historical and community perspective in connection with the Premises and the local community, and shall assist in communications to stakeholders and facility users when requested by USSSA.

c. Expenses. Except as otherwise provided herein, USSSA shall directly incur and be responsible for all expenses associated with its management, operation, and programming of the Premises and shall be entitled to collect all revenues generated therefrom. Notwithstanding the foregoing, USSSA agrees to remit: Fifteen percent (15%) of all concession revenue to the Longview Parks and Recreation Foundation, to be used for field and facility improvements; and Fifteen percent (15%) of all league, tournament, and rental revenues to the City of Longview. Payments for field rentals and tournaments shall be submitted on a monthly basis and shall be due no later than the fifteenth (15th) day of the month following the month in which the use occurred. Payments for league use shall be due within thirty (30) days following the conclusion of the applicable league season.

d. Fees and Charges for Use of Premises. USSSA shall, in its sole discretion, establish usage programs and memberships, and set and collect usage charges for the Premises by members, guests, and the public. USSSA shall make the Premises available for outside rentals for up to fifty percent (50%) of available open dates and shall operate USSSA-sanctioned tournaments for the remaining fifty percent (50%) of available open dates. USSSA shall notify the City as soon as possible of all proposed field rentals and schedules, with the goal of providing finalized field schedules at least thirty (30) days in advance in order to support coordination, maintenance, and field safety planning. USSSA shall also provide league

information to the City for public distribution no later than two (2) weeks prior to the start of each league season. USSSA may collect information and require waivers from individuals as part of the registration process. USSSA agrees to use the collected information in compliance with all applicable laws, rules, and regulations, including, without limitation, those governing online privacy, the use of credit card data, and applicable Payment Card Industry Data Security Standards.

e. USSSA, Equipment and IP. All existing furniture, fixtures and equipment in the Premises (the “**City Equipment**”) shall remain therein upon the City’s delivery of the Premises to USSSA and be available for use by USSSA in providing the services hereunder, provided that the City shall remove and/or dispose of, at the City’s expense, any City Equipment that USSSA, determines, in its discretion, is not necessary for its operation of the Premises or does not meet USSSA, standards for the Premises. USSSA, may add or install additional furniture, fixtures and equipment during the Term as desired by USSSA, in its sole discretion (“**USSSA Equipment**”). All City Equipment shall remain the sole and exclusive property of the City upon expiration of the Term, free from any claim or right by USSSA. All USSSA Equipment shall remain the sole and exclusive property of USSSA upon expiration of the Term, free from any claim or right by the City. All signage, trademarks, logos, marketing materials, marketing and branding concepts, art, educational material, operational material, USSSA’s website and domain, including all content on the website, curricula, programming, staffing and training philosophies, the point of sale system, the membership tracking software and its data, and the registration and scheduling system that USSSA develops, acquires and/or uses in its operation of the Premises shall be and shall remain the sole and exclusive property of USSSA, free from any claim or right by the City. The City agrees not to use, copy or interfere with USSSA’s rights in such property without USSSA’s prior written consent, in its sole discretion.

f. Marketing. The City agrees to provide the opportunity to USSSA to market through the City’s communication tools, including website, catalog, email newsletters and other strategies to be identified. The frequency of messaging and space provided therein shall be reasonably and mutually agreed by USSSA and the City. The City shall provide such marketing services at no cost to USSSA. USSSA is not required to use the City’s communication tools, but may do so in its sole discretion. Any information that USSSA contributes to or publishes through the City’s communication tools remains the sole and exclusive property of USSSA and the City shall not obtain any rights therein. In addition, the City shall formally endorse USSSA with surrounding public schools and the local school district as the “preferred partner” for softball leagues and tournaments.

g. Sponsorship. USSSA may seek sponsorships and otherwise perform fundraising opportunities for naming rights of softball fields and on/off-field softball areas, in its sole discretion, and shall be entitled to all revenues in connection therewith.

h. Procurement Rules. The Parties agree that USSSA, by virtue of its specialized knowledge and experience in operating softball facilities, leagues and tournaments may be required to employ technical and specialized services and goods from experienced third-party vendors. USSSA shall have sole authority to select vendors for goods and services and any capital improvement projects that it participates in. If any City funds are contributed for the procurement of items or services, USSSA agrees that the City’s procurement process must be followed for such items or services and that the City shall take the lead on such projects from start to completion.

i. Compliance with Law. USSSA shall have the authority to control and direct the performance and details of the Services described herein, and USSSA agrees to comply with all relevant federal, state and municipal laws, rules and regulations relating thereto.

j. Non-exclusivity. The Services to be provided by USSSA are not exclusive to the City or the Premises, and nothing contained herein will prohibit USSSA from providing the same or similar services to other third parties at any time.

k. USSSA as Independent Contractor; No Agency. USSSA operates its own wholly owned business free from the direction and control of the City, and agrees to perform the Services hereunder solely as an independent contractor. USSSA has the sole right to control and direct the means, manner and method by which the Services will be performed. USSSA will furnish all equipment and materials used to provide the Services except as otherwise provided herein. USSSA is responsible for paying all ordinary and necessary expenses of its staff. Neither USSSA nor its staff will receive any training from the City in the professional skills necessary to perform the Services. Neither USSSA nor its staff will be required to devote full-time to the performance of the Services. The City will not provide insurance coverage of any kind for USSSA staff. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between them, or as authorizing either Party to act as the agent of the other. This paragraph shall survive expiration or earlier termination of this Agreement.

l. Non-compete. The City agrees that it will not use IP Assets (as defined below) to provide the same or similar services as provided by USSSA. Furthermore, the City agrees that it will not enter into any arrangement, or otherwise allow at the Premises, services or programs similar to the Services or programs contemplated herein with any other person or entity during the Term.

m. USSSA's Warranties. USSSA warrants to the City that: (i) USSSA will devote as much productive time, energy, labor, management and ability to the performance of its duties hereunder as may be necessary to provide the Services in a timely and productive manner; (ii) USSSA will perform the Services in a workmanlike manner and with professional diligence and skill; (iii) USSSA has the right to control and direct the means, details, manner and method by which the Services will be performed; and (iv) USSSA has the experience and ability to perform the Services.

## 5. Consideration and Revenues.

a. Except as otherwise expressly provided herein, all revenues received in connection with USSSA's management, operation, and programming of the Premises and related facilities, including without limitation membership fees, program fees, league fees, tournament fees, field rental fees, and concession revenues, shall be the sole property of USSSA. Notwithstanding the foregoing, USSSA shall remit: Fifteen percent (15%) of all concession revenue to the Longview Parks and Recreation Foundation for field and facility improvements; and Fifteen percent (15%) of all league, tournament, and rental revenues to the City of Longview. Payments for field rentals and tournaments shall be submitted on a monthly basis and shall be due by the fifteenth (15th) day of the month following the month in which the use occurred. Payments for league use shall be due within thirty (30) days following the conclusion of the applicable league season

## 6. Indemnity and Hold Harmless.

a. Except to the extent caused by the negligence or willful misconduct of USSSA or its employees, contractors or agents, and subject to the waiver of subrogation provisions in Section 11(c) below, the City will neither hold nor attempt to hold USSSA, its employees, or agents liable for, and the City will indemnify, defend and hold harmless USSSA and its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from (i) the

negligence or intentional misconduct of the City or its employees, contractors, students or agents, or (ii) a breach of this Agreement by the City.

b. Except to the extent caused by the negligence or willful misconduct of the City or its employees, contractors or agents, and subject to the waiver of subrogation provisions in Section 11(c) below, USSSA will neither hold nor attempt to hold the City, its employees, or agents liable for, and USSSA will indemnify, defend and hold harmless the City and its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from (i) the negligence or intentional misconduct of USSSA or its employees, contractors or agents, or (ii) a breach of this Agreement by USSSA.

c. The Parties' obligations herein to indemnify, defend and hold harmless shall include any claim made against the other Party by an employee or subcontractor or agent of the indemnifying Party even if the indemnifying Party is otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. Each Party specifically acknowledges the provisions contained herein have been mutually and specifically negotiated by the Parties and it is the intent of the Parties that their indemnity obligations herein provide the broadest scope of indemnity permitted by RCW 4.24.115.

7. Subcontracting. The City agrees that USSSA may subcontract certain aspects of the daily management, operations, activities and maintenance of the Premises, including without limitation, retail sales and food and beverage operations, to a third-party vendor.

8. Utilities and Taxes. The City shall be solely responsible for providing and timely paying for all utilities for the Premises. The City shall be solely responsible for, and shall timely pay, all taxes and assessments which may hereinafter be assessed against the Premises during the Term (if any) and agrees to hold USSSA harmless in connection therewith. USSSA shall be responsible for, and timely pay, all federal, state, and local taxes that may be charged against USSSA Equipment, and agrees to hold the City harmless in connection therewith.

9. Maintenance of Property.

a. City Responsibilities. Except as otherwise provided herein, the City, at its sole cost and expense, shall be responsible for the following maintenance services during the Term:

I. Mowing. The City, through its Parks and Recreation Department, shall mow the outfields one (1) time per week during the playing season.

II. Restroom Maintenance and Cleaning. The City shall perform restroom maintenance and cleaning based on the field schedule.

III. Capital and Structural Maintenance. The City shall maintain in good condition and repair the roof, foundations, and all structural elements and building systems and utility systems (including HVAC, mechanical, electrical, and plumbing systems) and components thereof and infrastructure within and/or serving the Premises.

IV. Environmental Remediation. The City shall perform any necessary remediation of mold or other environmental hazards at or around the Premises.

V. General Site Infrastructure. The City shall maintain in good condition and repair all property and improvements that are on the Property and/or used in connection with the Premises, including without limitation all parking lots, roads, sidewalks, landscaping, hardscaping, lighting, sewer, electric, gas, and other utilities, security features, and other site improvements, to at least the same standard as exists as of the Effective Date of this Agreement.

b. Operator Responsibilities. Except to the extent damaged by the City or its employees, contractors, or agents, USSSA shall, at its sole cost and expense, be responsible for day-to-day operational maintenance and game-day field preparation, including without limitation the following:

- i. Interior and Operations Maintenance. USSSA shall maintain the interior of the Premises and all property related to the daily management and operation of the Premises.
- ii. Game-Day Field Preparation. USSSA shall perform game-day field preparation on each scheduled game day, including: Chalk base lines on the infield, Spray paint base lines on the outfield; Drag infields on each scheduled game day; and Assess weather conditions, field conditions, and safety considerations to determine whether it is appropriate to use field preparation equipment. USSSA shall not be required to perform capital repairs or replacements, and the City shall remain responsible for the same, unless otherwise expressly provided herein.

10. Surrender of Property. Upon expiration or earlier termination of this Agreement, USSSA shall remove all USSSA Equipment from the Premises. All alterations, improvements and fixtures in or on the Premises shall remain a part of the Premises and shall be the property of the City upon installation.

11. Insurance.

a. City Insurance. The City, at its sole cost and expense, shall for the duration of the Term, keep the Premises insured against loss or damage by fire and other hazards and risks of loss that are covered by property damage insurance with extended coverage for the full insurable value thereof (including any improvements to be made in connection with this Agreement, regardless of whether performed by the City or USSSA, and such additional coverages reasonably necessary in connection with the physical condition of the Premises. The City shall also maintain a Commercial General Liability insurance with respect to the Premises and use thereof consistent with the policies and practices of the City.

b. USSSA Insurance. USSSA, at its sole cost and expense, shall obtain and maintain for the duration of the Term:

a. Commercial General Liability insurance with a limit of not less than one million dollars (\$2,000,000) for each occurrence, and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, athletic participation, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a commercial general liability and business policies.

**b. Washington Stop Gap.** The commercial general liability policy must be endorsed to include “Washington Stop Gap” insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

**c. Worker’s Compensation.** USSSA shall carry workers’ compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over USSSA’s employees engaged in the performance of the work or services, and Employer’s Liability insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

**d. Cyber Liability Coverage.** Cyber Liability Insurance, with limits not less than one million dollars (\$1,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by USSSA in this Agreement and shall include, without limitation, claims involving infringement of copyright, trademark, trade dress arising from electronic publishing activity, invasion of privacy violations’ information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**e. Fidelity Coverage.** Employee Dishonesty or Fidelity Bond coverages for City-owned property in the care, custody, or control of USSSA. Coverage limits shall not be less than ten thousand (\$10,000) dollars.

**f. Umbrella Liability.** USSSA shall obtain Umbrella Liability coverage at limits of not less than two million dollars (\$2,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto Insurance policy coverage. This requirement may be satisfied instead through USSSA’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

**g. Trainers Professional Liability.** USSSA shall obtain professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Agreement, whether such work shall be by USSSA, contractors or anyone directly or indirectly employed by either USSSA or a contractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

**h. Employment Practices Liability.** USSSA shall comply with all other relevant employment laws of Washington State, and shall timely make all required payments in connection therewith.

**i. Coverage Trigger.** The insurance required above must be written on an “occurrence” basis. This must be indicated on the certificate, except that claims-made policies shall be accepted for professional liability coverage only.

**j. ACORD Form.** USSSA shall provide evidence of all insurance required, at the City’s request, by submitting an insurance certificate to the City on a standard “ACORD” or comparable form.

**k. City named as an Additional Insured.** The City must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as

additional insureds. A copy of the additional insured endorsement CG 20 10 11 85, CG 20 10 07 04 and CG 20 37 07 04, or their equivalents, must be included with the certificate of insurance.

c. Waiver of Subrogation. The City and USSSA each hereby waive and release any and all rights of recovery against the other, and/or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving Party or its property (or the property of others under its control) resulting from a fire or other cause that is, or is required to be, insured against by the waiving Party under this Agreement or is otherwise actually carried by such Party. In addition, no Party's insurance company will have a claim, by subrogation or otherwise, against the other Party(ies) for any such loss or damage which is insured against under any insurance policy in effect at the time of such loss or damage (or required to be insured against by such Party hereunder). If such waiver of subrogation is not expressly permitted by any policy of insurance that is required hereunder (or that is otherwise in effect and could cover a loss or damage as described in the foregoing waiver of subrogation), then the Party obtaining the policy in question will obtain from its insurance company an agreement in writing that the waiver will not affect coverage under the policy.

12. Casualty. In the event of a fire or other casualty to the Premises, USSSA shall reasonably cooperate with and assist the City in evaluating the extent of the damage and in developing plans for the restoration of the Premises. In the event of a casualty, the City shall, to the extent of available insurance proceeds, promptly restore the Premises to substantially their prior condition; provided, however, that in the event such restoration is expected to take longer than twelve (12) months (or actually does take longer than twelve (12) months) USSSA may terminate this Agreement by notice to the City given within thirty (30) days after receipt of the estimated timeline for restoration (or any time after twelve (12) months from the date of casualty if the Premises but prior to the actual completion of the restoration). Upon a termination of this Agreement in accordance with this Section 12, the City shall be obligated to pay to USSSA a fee in an amount equal to the Unamortized Value of all USSSA Improvements (and any subsequent capital improvements to the Premises paid for by USSSA). As used herein, "**Unamortized Value**" shall be determined by taking the entire cost (including hard and soft costs) of such improvements and amortizing them on a straight-line basis over their useful lives, as determined in accordance with generally accepted accounting principles or as otherwise agreed by the Parties in good faith.

13. Ownership of Intellectual Property; Assignment. All right, title and interest in and to any work or reports or other products developed or provided by USSSA pursuant to this Agreement ("**Work**"), and all intellectual property contained in the Work, and including all ideas, expression, inventions, patents, copyrights, trademarks, designs, trade dress, trade secrets, content, script, forms, text, graphics, photographs, videos, website, domain name, signage, and all other components contained in the Work and in the revisions, enhancements and subsequent versions of the Work, and including all derivative rights thereto (collectively, the "**IP Assets**"), are owned exclusively by USSSA, and the City disclaims and waives all rights and interest therein. The City will not claim or make application for any interest in the IP Assets, nor shall it assert an adverse interest to USSSA in the IP Assets. This paragraph survives termination of this Agreement.

14. Anti-Kickback. No officer, employee or agent of the City, having the power to perform an official act relating to this Agreement, will have, obtain or acquire any financial interest in this Agreement, or any component part of this Agreement, or have solicited, accepted or granted a present or future benefit, gift, service or other thing of value from or to any person who is a Party, employee, officer or agent of a Party to this Agreement.

15. Non-discrimination. No individual will be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement due to age, gender, race, color, religion, creed, marital status, familial

status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disability.

16. Business Registration Requirement. If required by law, USSSA will obtain and maintain appropriate business registration under relevant state and local laws for its business of providing the Services.

17. Failure to perform. Time is of the essence for this Agreement and the failure on the part of either Party to pay its costs and perform its obligations hereunder shall constitute a breach of this Agreement. Prior to any claim for breach being made, both the City and USSSA, as applicable, shall have an opportunity to cure any alleged breach. If a Party fails to comply with any provision of this Agreement, the other Party shall deliver written notice to the non-complying Party specifying the non-compliance. The non-complying Party shall have thirty (30) days after delivery of such notice to cure the non-compliance or to reach substantial compliance. If after expiration of the cure period, the claimed breach is not cured, substantial compliance is not reached, or if more time is not granted (in the non-breaching Party's sole discretion), the non-breaching Party may, at its option, elect to terminate this Agreement, in which event USSSA shall immediately quit and surrender the Premises in accordance with Section 10 above. Such termination shall be in addition to any other rights or remedies that may be available to the non-breaching Party at law or in equity, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Agreement, at law or in equity. In addition, in the event USSSA elects to terminate this Agreement in connection with an uncured breach by the City, in addition to all other available rights and remedies to USSSA, the City shall be obligated to pay to USSSA a fee in an amount equal to the Unamortized Value of all USSSA Improvements (and any subsequent capital improvements to the Premises paid for by USSSA).

18. Notices. All notices which are given, or required to be given, pursuant to this Agreement shall be given by (a) hand delivery in which event the notice is deemed given as of the time of hand delivery, (b) mailed with postage pre-paid and correctly addressed, in which event the notice is deemed given three days after delivery to the U.S. Postal Service, (c) overnight carrier, correctly addressed, in which event notice is deemed given as of the time of physical delivery by the carrier to the Party, or (d) e-mail correctly addressed, in which event the notice is deemed given as of the time the e-mail is received by the Party (provided that if such email is sent after 5:00 p.m. P.S.T., it will be deemed delivered the following business day), to the Parties' addresses set out below or as subsequently amended following notice:

**If to the City:**

City of Longview  
2920 Douglas Street,  
Longview, WA 98672  
Attn: Justin Brown  
Email: [justin.brown@ci.longview.wa.us](mailto:justin.brown@ci.longview.wa.us)

**If to USSSA:**

United States Specialty Sports Association  
(USSSA)  
5800 Stadium Parkway,  
Melbourne, FL, 32940  
Attn: Strojan Kennison  
E-mail: [strojan.kennison@usssa.org](mailto:strojan.kennison@usssa.org)

19. Non-Waiver. Any waiver of any breach of covenant, condition or agreement herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other Party from declaring a forfeiture for any subsequent breach either of the same covenant, condition or agreement or otherwise.

20. Modification. This Agreement contains the entire agreement between the Parties, and no modification of this Agreement, or waiver, or consent hereunder shall be valid unless the same be in writing,

signed by the Parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Agreement.

21. Miscellaneous. No remedy herein conferred upon or reserved to either Party shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Agreement, it is understood that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations, partnerships, and individuals.

22. Covenant of Quiet Enjoyment. The City covenants and agrees that, as long as no event of default by USSSA shall have occurred that remains uncured beyond any applicable cure period allowed by this Agreement, USSSA shall peaceably and quietly have, hold and enjoy the Premises during the Term without any interruption or disturbance from the City or any party claiming by, through or under the City, subject to the terms and conditions of this Agreement.

23. Force Majeure. Whenever a period of time is prescribed in this Agreement for action to be taken by either Party, such Party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, pandemic, epidemic or public health emergency, emergency governmental acts or any other causes which are beyond the reasonable control of such Party.

24. Public Disclosure Compliance. The Parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by USSSA to the City become public record. Such records may be subject to public disclosure, in whole or part, and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City from USSSA or created by USSSA, the City shall notify USSSA of such request and withhold disclosure of such information for not less than five (5) business days, to permit USSSA to seek judicial protection of such information, provided that USSSA shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch. 42.17 RCW for withholding or delaying public disclosure of such information. In the event that USSSA receives a public record request directly, USSSA shall notify the City immediately of the record request and immediately provide a copy of the request to the City.

25. Attorneys’ Fees and Expenses. In the event of any proceeding under or in connection with this Agreement, or applying or construing this Agreement, whether mediation, arbitration or litigation, the prevailing Party in any such proceeding shall be entitled to reasonable attorneys’ fees and expenses, including the full cost of any arbitration, trial and on any appeal.

26. Applicable Law; Venue; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles. Any controversy or claim arising out of, or related to, this Agreement, or the making, performance or interpretation of this Agreement which the Parties are unable to resolve themselves, shall be determined by arbitration according to the procedure set out herein. Any Party may initiate arbitration proceedings by giving written notice to the other Party. Within ten (10) days after initiation of the proceedings, each Party shall separately designate an arbitrator and, within thirty (30) days after their appointment, the designated arbitrators shall unanimously designate a third arbitrator and (b) shall resign immediately after the appointment. Unless the Parties otherwise agree, the remaining arbitrator, within thirty (30) days of appointment, shall settle by arbitration the controversy or claim according to the provisions of the applicable arbitration statutes and law of the State of Washington. Judgment on the arbitration award may be entered

in any court having jurisdiction over the subject matter of the controversy. Each of the Parties hereto consent to submit themselves to the jurisdiction in the courts located in the designated venue, and waive any objection to personal jurisdiction. Subject to Section 24 above, each Party shall pay one-half of the fees of the arbitrators together with the costs of the arbitration proceeding.

27. Non-Transferable. This Agreement, and the rights and obligations of the Parties hereunder, shall not be delegated, subcontracted, assigned or otherwise transferred, in whole or in part, by either Party without the express written consent of the other Party; provided, however, that USSSA shall have the right, without the City's consent, to (i) engage third-party vendors as provided herein, (ii) license spaces within the Premises for purposes related to the Services and/or generally consistent with health, fitness or athletics (e.g. massage therapy, batting cages, etc.), or (iii) assign this Agreement and/or license the Premises or any portion thereof to USSSA's parent company, affiliate or other entity controlling, controlled by, or under common control with USSSA.

28. Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the Parties with respect to the matters herein set forth, and all prior negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

29. No Waiver or Modification. No waiver of any right under, or waiver of any breach of, any provision of this Agreement shall be binding unless made in a writing signed on behalf of the Party against whom such waiver is sought to be enforced. No waiver of any such right or breach shall be construed to be a waiver of any other right or breach hereunder, or of any succeeding breach of any of the provisions hereof. This Agreement may not be modified except by a written document signed by both Parties.

30. Interpretation and Application. In interpreting or applying any provision of this Agreement, (i) each Party shall be deemed to be a co-scrivener of this Agreement and there shall not be applied any inference or presumption against either Party as scrivener, (ii) any word in the singular shall also include the plural, and vice versa, and (iii) the captions of each section and paragraph are intended solely for identification and convenience purposes and shall not be employed to vary the meaning of the content of the sections and paragraphs.

31. Representations and Warranties. Each Party represents and warrants, as to itself, that:

- a. the signatory of such Party below is authorized to execute this Agreement on behalf of such Party and such Party consents to be bound hereby.
- b. the execution, delivery and performance of all or any portion of its obligations under this Agreement does not require any consent or approval of any governmental authority that has not been obtained, does not violate any provisions of law or any governmental or court order, and does not conflict with, result in a breach of, or constitute a default under any operating agreements or other agreement or instrument to which it is a Party or by which it is bound.
- c. it has obtained all rights, permissions, and authorizations, including any consents required under the Law, to perform its obligations hereunder.

32. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is, at any time or to any extent, held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law

unless the invalid or unenforceable provision causes a Party to lose the material benefit of this Agreement on which it relies, in which case the Parties shall in good faith promptly negotiate and agree to a reasonable accommodation in respect thereof.

33. Survival. All agreements (including, but not limited to, indemnification obligations) set forth in this Agreement, the full performance of which are not required prior to the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement and be fully enforceable thereafter.

**[signature page follows]**

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

UNITED STATES SPECIALTY SPORTS  
ASSOCIATION (USSSA)

**The City of Longview**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its:

STATE OF WASHINGTON

ss.

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the City of Longview, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state/commonwealth of \_\_\_\_\_,

residing at

My appointment expires

(NOTARIAL SEAL)

Attachment A





# City of Longview

## Agenda Summary

### WASHINGTON DC FEDERAL DELEGATION DISCUSSION

**RECOMMENDED ACTION:**

**COUNCIL CONCURRENCE FOR WHICH TWO COUNCILMEMBER REPRESENTATIVES WILL ACCOMPANY THE CITY MANAGER AND THE ASSISTANT CITY MANAGER TO WASHINGTON DC FOR THE FEDERAL DELEGATION VISIT MARCH 23-25, 2026**

**DATE:** February 26, 2026

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**

- Improve streets and roads
- Enhance public safety & emergency response
- Preserve and enhance neighborhoods
- Improve transportation systems
- Address quality of place issues
- Strengthen economic conditions & create new opportunities
- Continue effective financial management

**CITY ATTORNEY REVIEW:** N/A

**SUMMARY STATEMENT:**

The Federal Delegation in Washington, DC is scheduled to meet from March 23-25, 2026. This is a time for our city leadership to advocate for critical projects that will shape the future of our community.

**RECOMMENDED ACTION:**

Council concurrence for which two councilmember representatives will accompany the City Manager and the Assistant City Manager to Washington DC for the Federal Delegation visit March 23-25, 2026.

**STAFF CONTACT:**

City Manager Jennifer Wills

Attachments: None



# City of Longview

## Agenda Summary

### **AMENDMENT NO. TWO TO CONTRACT FOR ANIMAL SHELTER SERVICES – HUMANE SOCIETY FOR SOUTHWEST WASHINGTON**

**RECOMMENDED ACTION:**

**MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. TWO TO THE CONTRACT FOR ANIMAL SHELTER SERVICES BETWEEN THE CITY OF LONGVIEW AND THE HUMANE SOCIETY FOR SOUTHWEST WASHINGTON.**

**COUNCIL INITIATIVE ADDRESSED:**

Address quality of place issues.  
Enhance public safety & emergency response.

**CITY ATTORNEY REVIEW: Yes**

**SUMMARY STATEMENT:**

The City of Longview contracts with the Humane Society for Southwest Washington (HSSW) to provide animal sheltering and related services for animals impounded within the City. The original agreement was executed on February 13, 2025, and was scheduled to expire December 31, 2025.

Due to ongoing regional discussions regarding long-term animal sheltering service structure, participating agencies and the service provider have continued negotiations toward a future agreement and updated fee schedule. In order to maintain uninterrupted sheltering services while negotiations continue, the City and HSSW previously extended the agreement through February 28, 2026.

Amendment No. Two further extends the term of the agreement through March 31, 2026. The amendment also clarifies that HSSW may not assign its duties without the City’s written consent and confirms the parties’ intent to negotiate in good faith a 2026 fee schedule, which is anticipated to be applied retroactively to services beginning January 1, 2026 once a new agreement is executed.

This amendment does not change the scope of services currently being provided. The extension ensures continuity of animal shelter services for Longview residents and law enforcement while the City and regional partners finalize a long-term agreement.

**FINANCIAL SUMMARY:**

The amendment maintains current service levels and associated costs under the existing agreement until a revised fee schedule and new contract are finalized. A future agreement will establish updated service costs for 2026.

**STAFF CONTACT:**

Chris Collins, Public Works Director/ Asst. City Manager

**Attachments:**

1. Amendment No. Two to Contract for Animal Shelter Services - extending Agreement through 3-31-2026\_Longview

**AMENDMENT NO. TWO TO CONTRACT FOR ANIMAL SHELTER SERVICES  
BETWEEN THE CITY OF LONGVIEW AND HUMANE SOCIETY FOR SOUTHWEST  
WASHINGTON**

1. This Amendment No Two to the Contract for Animal Shelter Services Between the City of Longview and Humane Society for Southwest Washington, is between the City of Longview (CITY) and the Humane Society for Southwest Washington (SOCIETY), and it shall take effect and be in force on the below stated date of authorization, as agreed by CITY and SOCIETY.
2. CITY and SOCIETY entered into a contract for animal shelter services on February 13, 2025 (the "Agreement") which was due to expire on December 31, 2025.
3. CITY and SOCIETY desired to extend the term of the Agreement through and including February 28, 2026.
4. On or about December 31, 2025, the CITY and SOCIETY agreed to extend the term of the Agreement through and including February 28, 2026.
5. Both CITY and SOCIETY agree to modify the original Agreement and Amendment No. One as in the parties' best interests and in furtherance of the purposes and intent of this amendment, as set forth below:
  - a Section C. Term of Agreement and Amendment No. One are modified as follows: The February 28, 2025, deadline is extended through and including March 31, 2026.
  - b A new section is hereby added as Section M(5).

Assignment. The SOCIETY shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the CITY, which may not be unreasonably withheld.
  - c A new section is hereby added as Section N(3).

AMENDMENT NO. TWO TO CONTRACT FOR ANIMAL SHELTER SERVICES 2

The CITY and the SOCIETY acknowledge and agree in principle to negotiate in good faith a fee schedule for animal shelter services for the calendar year of 2026. It is the mutual intent of both parties that this future, fully executed fee schedule will be applied retroactively to services rendered starting January 1, 2026. This provision serves as an acknowledgment of intent and is non-binding until a new contract, with the specific fee schedule attached, is signed by both parties.

6. Except as provided above in this Amendment No. Two, all terms, conditions, duties, obligations, and provisions of the original Agreement shall remain in full force and effect.

The parties hereto have executed this agreement on the 17<sup>th</sup> day of February, 2026, and each signatory to this Amendment No. Two warrants that he/she is duly authorized and executes this Amendment for and on behalf of the below-inscribed parties hereto

CITY OF LONGVIEW

HUMANE SOCIETY OF SOUTHWEST  
WASHINGTON

By \_\_\_\_\_

By \_\_\_\_\_

Jennifer Wills, City Manager

Andrea Bruno, HSSW President

AMENDMENT NO. TWO TO CONTRACT FOR ANIMAL SHELTER SERVICES 2



# City of Longview

## Agenda Summary

**LETTERS OF SUPPORT TO SENATOR PATTY MURRAY AND SENATOR MARIA CANTWELL FOR GRANT FUNDING TO THE COWLITZ 911 PUBLIC AUTHORITY TO EXPAND ITS FIRST RESPONDER RADIO COMMUNICATIONS NETWORK**

Attachments:

1. 1086\_001



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

February 23, 2026

The Honorable Senator Marie Cantwell  
United States Senate  
Washington, DC

Dear Senator Cantwell,

On behalf of the City of Longview, I am writing to express strong support for grant funding to the Cowlitz 911 Public Authority to expand its first responder radio communications network throughout Cowlitz County.

Over the past several years, Cowlitz County has experienced urban and suburban growth in areas that were once sparsely developed. This rapid expansion has placed increased demands on public safety services while also exposing gaps in radio coverage that are critical for effective emergency response. Reliable, countywide radio communications are essential to ensure the safety of first responders and the public they serve.

The proposed expansion of the Cowlitz 911 Public Authority radio network will directly address these coverage challenges by improving signal reliability in newly developed and expanding areas of the county. Enhanced radio infrastructure will allow law enforcement, fire, emergency medical services, and other public safety partners to communicate clearly and consistently, particularly during emergencies where seconds matter.

Investing in this project will strengthen regional interoperability, improve responder coordination, and enhance overall emergency response capabilities. Most importantly, it will help ensure that residents and visitors in growing parts of Cowlitz County receive the same level of public safety protection as those in long-established areas.

We appreciate your continued leadership and advocacy for public safety and emergency communications. We respectfully urge your support for grant funding that will enable the Cowlitz 911 Public Authority to move forward with this critical radio network expansion. This investment will have lasting benefits for first responders, local governments, and the communities they serve.

Thank you for your time and consideration. Please feel free to contact us if additional information would be helpful.

Sincerely,

Erik Halvorson  
Mayor  
564.204.0781  
[erik.halvorson@ci.longview.wa.us](mailto:erik.halvorson@ci.longview.wa.us)



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

February 23, 2026

The Honorable Senator Patty Murray  
United States Senate  
Washington, DC

Dear Senator Murray,

On behalf of the City of Longview, I am writing to express strong support for grant funding to the Cowlitz 911 Public Authority to expand its first responder radio communications network throughout Cowlitz County.

Over the past several years, Cowlitz County has experienced urban and suburban growth in areas that were once sparsely developed. This rapid expansion has placed increased demands on public safety services while also exposing gaps in radio coverage that are critical for effective emergency response. Reliable, countywide radio communications are essential to ensure the safety of first responders and the public they serve.

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Investing in this project will strengthen regional interoperability, improve responder coordination, and enhance overall emergency response capabilities. Most importantly, it will help ensure that residents and visitors in growing parts of Cowlitz County receive the same level of public safety protection as those in long-established areas.

We appreciate your continued leadership and advocacy for public safety and emergency communications. We respectfully urge your support for grant funding that will enable the Cowlitz 911 Public Authority to move forward with this critical radio network expansion. This investment will have lasting benefits for first responders, local governments, and the communities they serve.

Thank you for your time and consideration. Please feel free to contact us if additional information would be helpful.

Sincerely,

Jennifer Wills  
City Manager  
360.442.5001  
[jennifer.wills@ci.longview.wa.us](mailto:jennifer.wills@ci.longview.wa.us)