



City of Longview

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

Agenda

City Council

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

Tuesday, July 9, 2024

6:00 PM

2nd Floor, City Hall

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

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

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1-646-876-9923

Webinar ID: 823 9413 2374

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
3. ROLL CALL
4. WORKSHOP

24-00618 MINT VALLEY GOLF COURSE UPDATE (TIME ESTIMATE 30 MINUTES)

5. APPROVAL OF MINUTES

24-00611 JUNE 25, 2024 SPECIAL MEETING/WORKSHOP

24-00619 JUNE 27, 2024 REGULAR MEETING

- 6. CHANGES TO THE AGENDA**
- 7. PRESENTATIONS & AWARDS**
- 8. CONSTITUENTS' COMMENTS (Thirty Minutes)**
- 9. PUBLIC HEARINGS**
- 10. BOARD & COMMISSION RECOMMENDATIONS**
- 11. ORDINANCES & RESOLUTIONS**
- 12. MAYOR'S REPORT**
- 13. COUNCILMEMBERS' REPORTS**

24-00620 ORDINANCE 3538 - ADOPTING A NEW CHAPTER OF THE LONGVIEW MUNICIPAL CODE, CHAPTER 1.38 CITY FLAG POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE 3538

24-00631 BOARD AND COMMITTEE APPOINTMENTS

RECOMMENDED ACTION:
MOTION TO APPROVE THE APPOINTMENT OF KAT COOPER AND ZAK ROLAND TO THE DOWNTOWN ADVISORY COMMITTEE

24-00632 EXECUTIVE SEARCH FOR A CITY MANAGER

RECOMMENDED ACTION:
MOTION TO FORM A COUNCIL SUBCOMMITTEE TO WORK WITH HR AND RECOMMEND A PATH FORWARD FOR THE EXECUTIVE SEARCH PROCESS FOR A CITY MANAGER AND BRING RECOMMENDATIONS TO COUNCIL MEETING ON AUGUST 13, 2024.

14. CONSENT CALENDAR

24-00612 APPROVAL OF CLAIMS

24-00615 BID REVIEW – 2650 MAPLEWOOD SLIDE REPAIR

RECOMMENDED ACTION:
MOTION TO ACCEPT THE BID AND AWARD TO SLE INC IN THE AMOUNT OF \$231,317.79

24-00616 BID REVIEW – COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH AVE

RECOMMENDED ACTION:
MOTION TO ACCEPT THE BID AND AWARD TO SPECIALIZED PAVEMENT MARKING, LLC, IN THE AMOUNT OF \$317,225.00

24-00617 ORDINANCE NO.3504 VACATING 28TH AVE. ROW

RECOMMENDED ACTION:
MOTION TO APPROVE ORDINANCE NO. 3524

24-00629 IAFF 828 COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2025

RECOMMENDED ACTION:
MOTION TO APPROVE THE IAFF LOCAL 828 COLLECTIVE BARGAINING AGREEMENT FOR 2025

24-00630 RESOLUTION NO. 2506 - PROPOSITION NO. 1, AUTHORIZING AN INCREASE IN THE SALES AND USE TAX IN LONGVIEW OF ONE-TENTH OF ONE PERCENT (0.1%) ON THE SELLING PRICE TO FUND ENHANCED POLICE SERVICES AND COMMUNITY SAFETY

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2506

24-00634 PROFESSIONAL SERVICES AGREEMENT WITH EXIGY, LLC, DBA EXIGY CONSULTING

RECOMMENDED ACTION:
MOTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH EXIGY, LLC, DBA EXIGY CONSULTING

15. **CITY MANAGER'S REPORT**

24-00614 ARPA FUNDS REVIEW AND STAFF RECOMMENDATIONS

RECOMMENDED ACTION:
MOTION TO ADD TWO STAFF RECOMMENDED PROJECTS TO BE PAID FOR WITH ARPA FUNDS.

16. **MISCELLANEOUS**

17. **EXECUTIVE SESSION**

24-00633 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

18. **ADJOURNMENT**

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

TUESDAY, JULY 23, 2024 – 6:00 P.M.

TUESDAY, AUGUST 13, 2024 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOPS:

TUESDAY, JULY 16, 2024 – 6:00 P.M. – UTILITIES BUDGET

TUESDAY, JULY 30, 2024 - 6:00 P.M. - ENHANCEMENT REQUESTS

Presented By:
Parks & Recreation

City Council Workshop
July 9, 2024



MINT VALLEY GOLF COURSE

THE BAD | THE UGLY | THE GOOD | THE FUTURE



Value

To provide a fun, healthy, and affordable experience with great customer service at a well maintained property.

Our Vision & Mission

Mint Valley Golf Course



Vision

To be an integral community asset that enhances the quality of life for citizens and provide value to those who visit the course.



Mission

Provide excellent customer service by sustaining or enhancing the current conditions of the course and offerings while maintaining a realistic financial management plan that can facilitate long term success.



MINT VALLEY

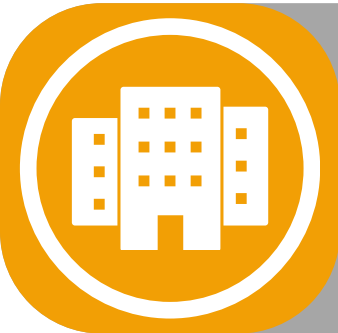
Who We Are - By the Numbers



146 Acre Property with
18 Hole Championship Course
& 6 Hole Par 3 Course



4.3 Miles of Asphalt Cart Path,
Driving Range, Pitching,
Putting, & Practice Greens



Pro Shop, Restaurant, 2 - Cart
Storage , Maintenance, 2 - On
Course Restroom Buildings



2 Full Time Maintenance
2 Full Time Operations
15 - 30 Part Time Employees

2017
✓ 25,595
2018
✓ 27,543

2019
✓ 37,128

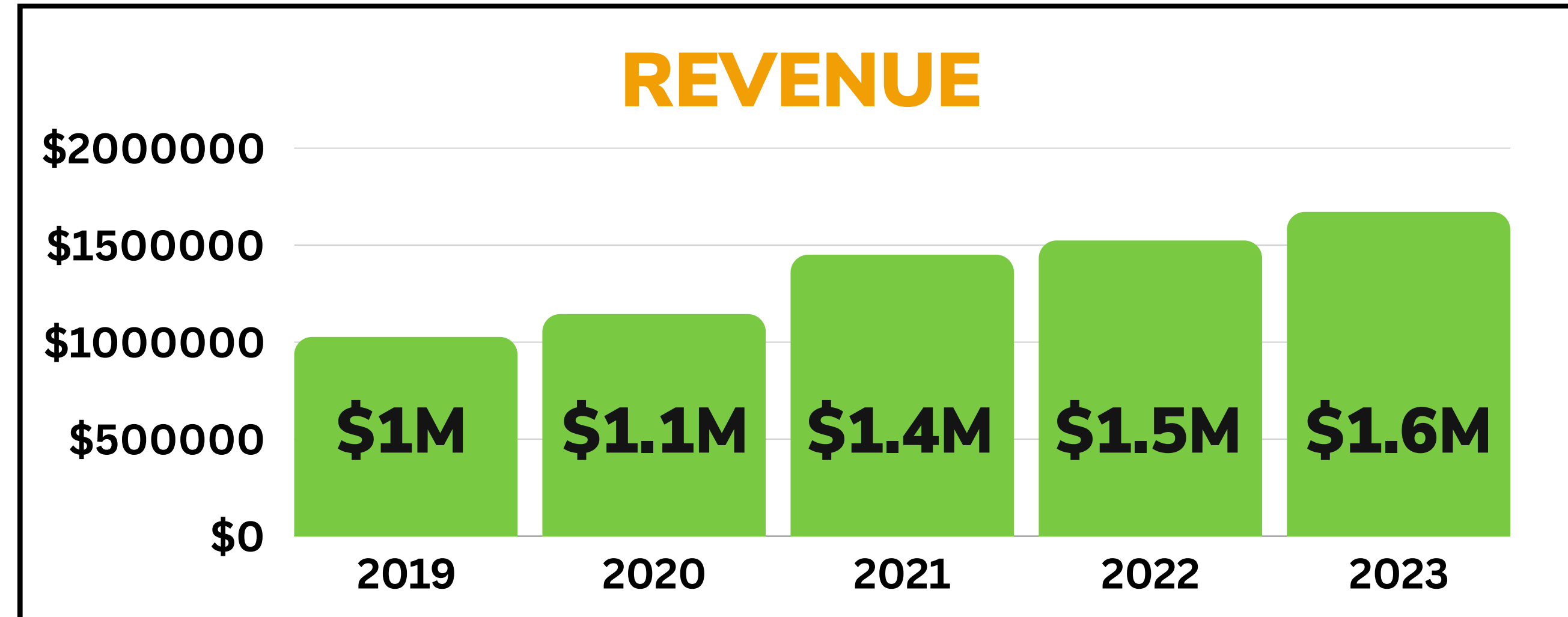
2020
✓ 42,091

2021
✓ 45,280

2022
✓ 42,108

2022
✓ 43,953

But What About Regular Golf?



**THE CITY HAS
MANAGED IT
SINCE 2019**

REVENUE BREAKDOWN



2023

GOLF:

- 9 & 18 HOLE PLAY: \$626,419
- PAR 3 COURSE: \$11,605
- PASS SALES: \$132,408
- DRIVING RANGE: \$76,761

PRO SHOP:

- RENTALS/SERVICES: \$161,533
- RESTAURANT: \$198,654
- MERCHANDISE SALES: \$253,537
- TOURNAMENTS: \$17,815
- GIFT CARDS: \$54,252

Expenditures

THE TRUTH - Municipal Golf Courses Don't Make Money



Municipal Golf Courses break even on operations and can be +/- \$100,000 depending on economy and weather.



Mint Valley Golf Course has required transfers from the General Fund to sustain operations and will mostlikely need to again this year.



As an enterprise funded facility - this makes capital improvements and investments almost impossible.



2023 Budget

PROGRAM	SALARIES	OTHER	TOTAL
GOLF COURSE MAINTENANCE	\$349,968	\$268,440	\$618,408
GOLF COURSE OPERATIONS	\$380,115	\$367,686	\$747,801
GRAND TOTAL EXPENDITURE ESTIMATE:			\$1,366,209
GRAND TOTAL REVENUE ESTIMATE:			\$1,400,000





Why Not, Let's Begin with the Bad?

This is the "keep an eye on", not yet critical - but will be if we don't have a plan going forward.





Driving Range

Netting & Pole Replacement
Installation of Poles & Net
on Back Side towards 42nd Ave

Cart Paths & Parking Lot

4.2 Miles of Cart Paths
Cracking in Need of Repair
Parking Lot Resurface & Striped



Facilities

Aging Restroom Structures
Maintenance & Outbuildings
No Cart Storage or Machine
Cleaning

Facilities On Course



The Pro Shop

& Restaurant



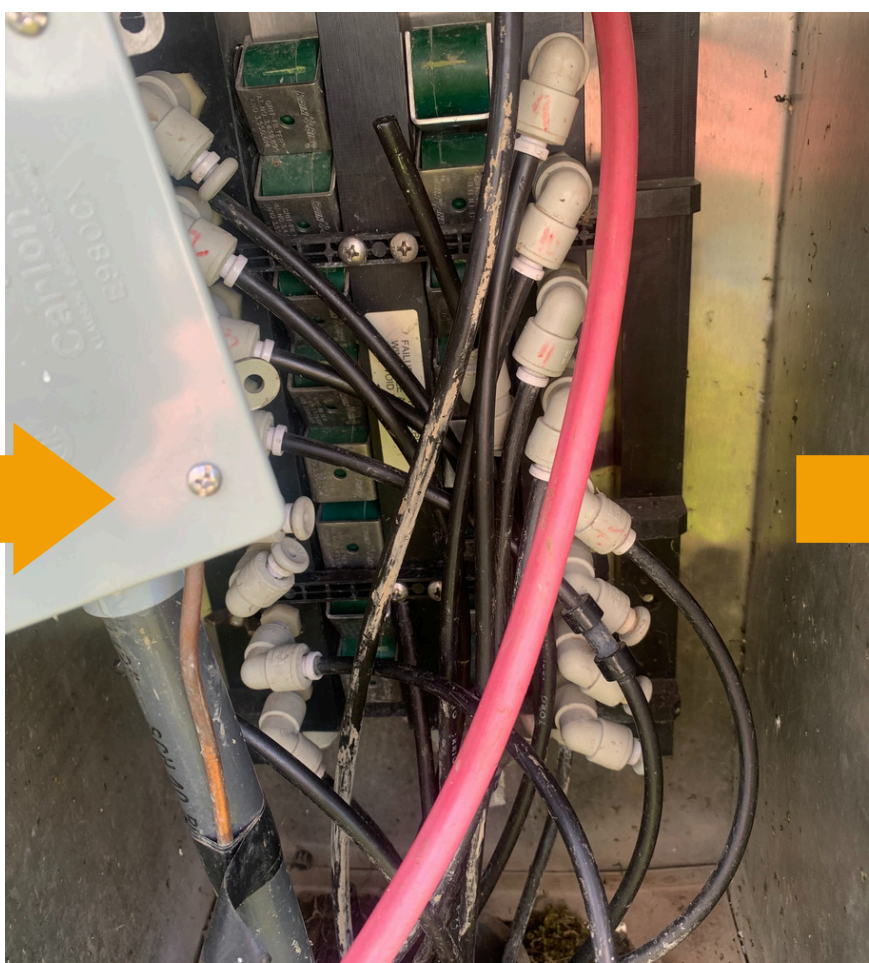
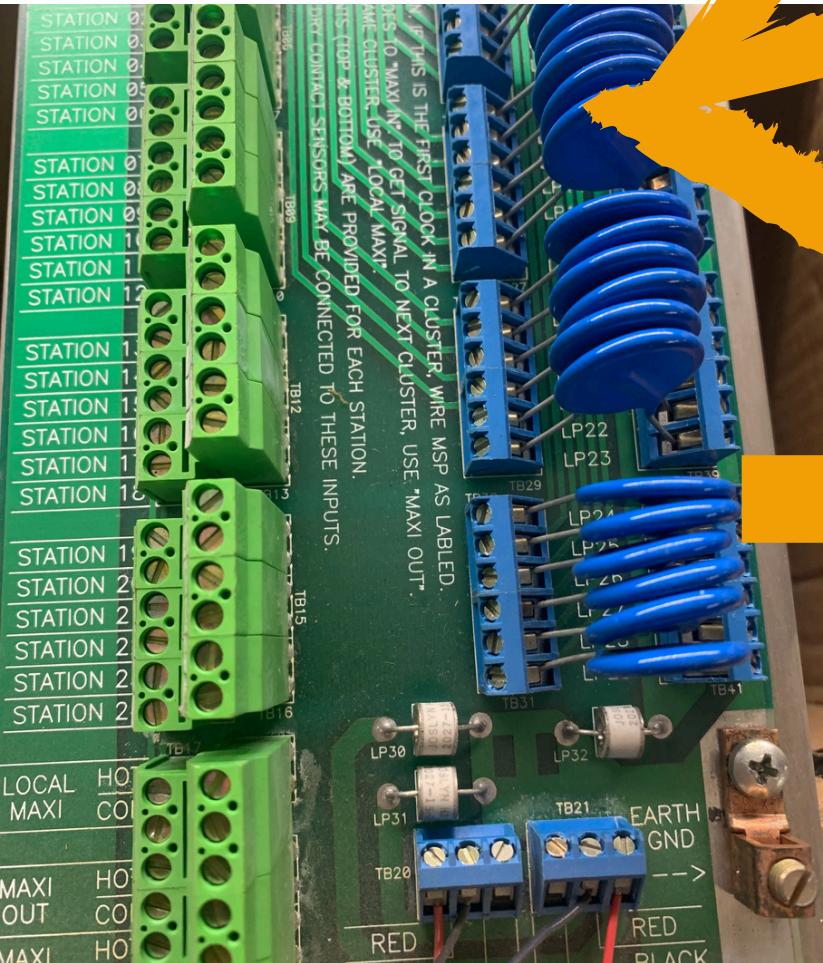
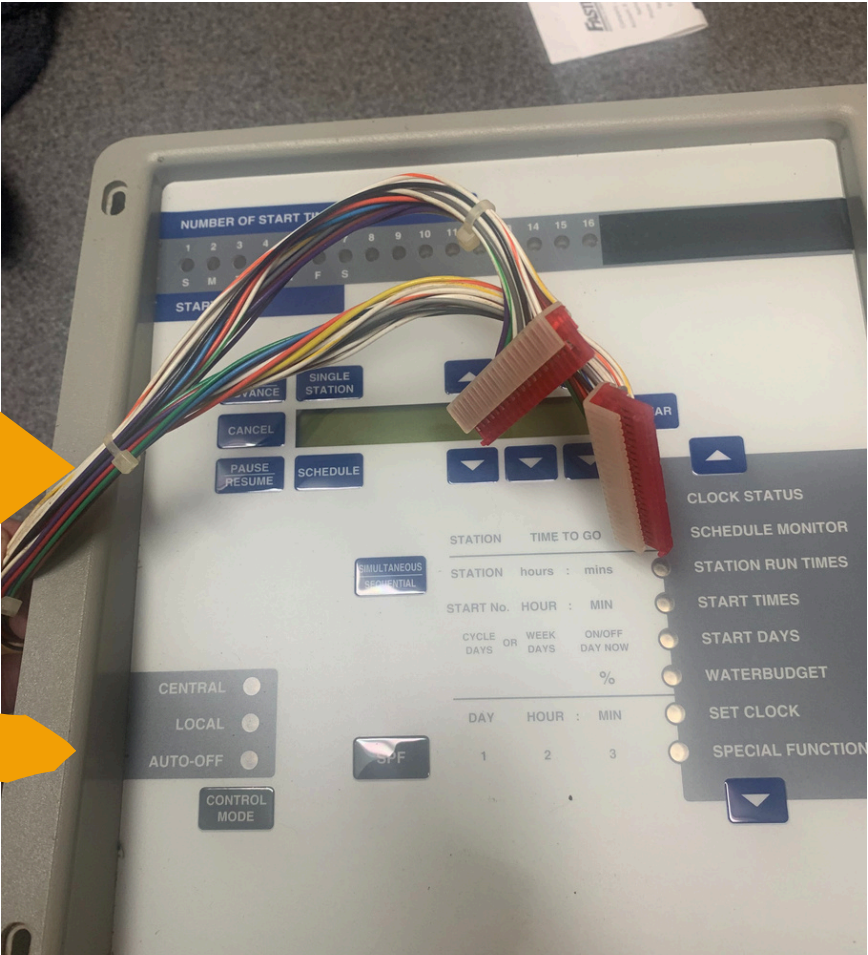
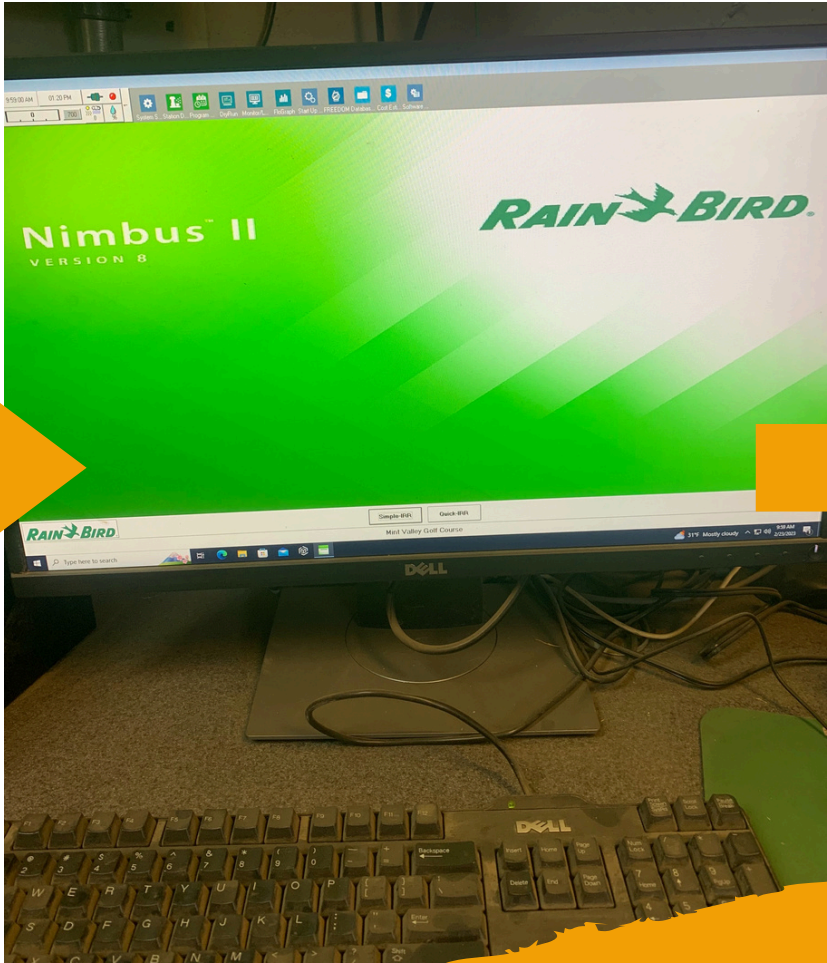


Now to the UGLY
! MISSION CRITICAL

**48 Year Old Hydraulic
Irrigation System**

LET'S TALK IRRIGATION CONTROL





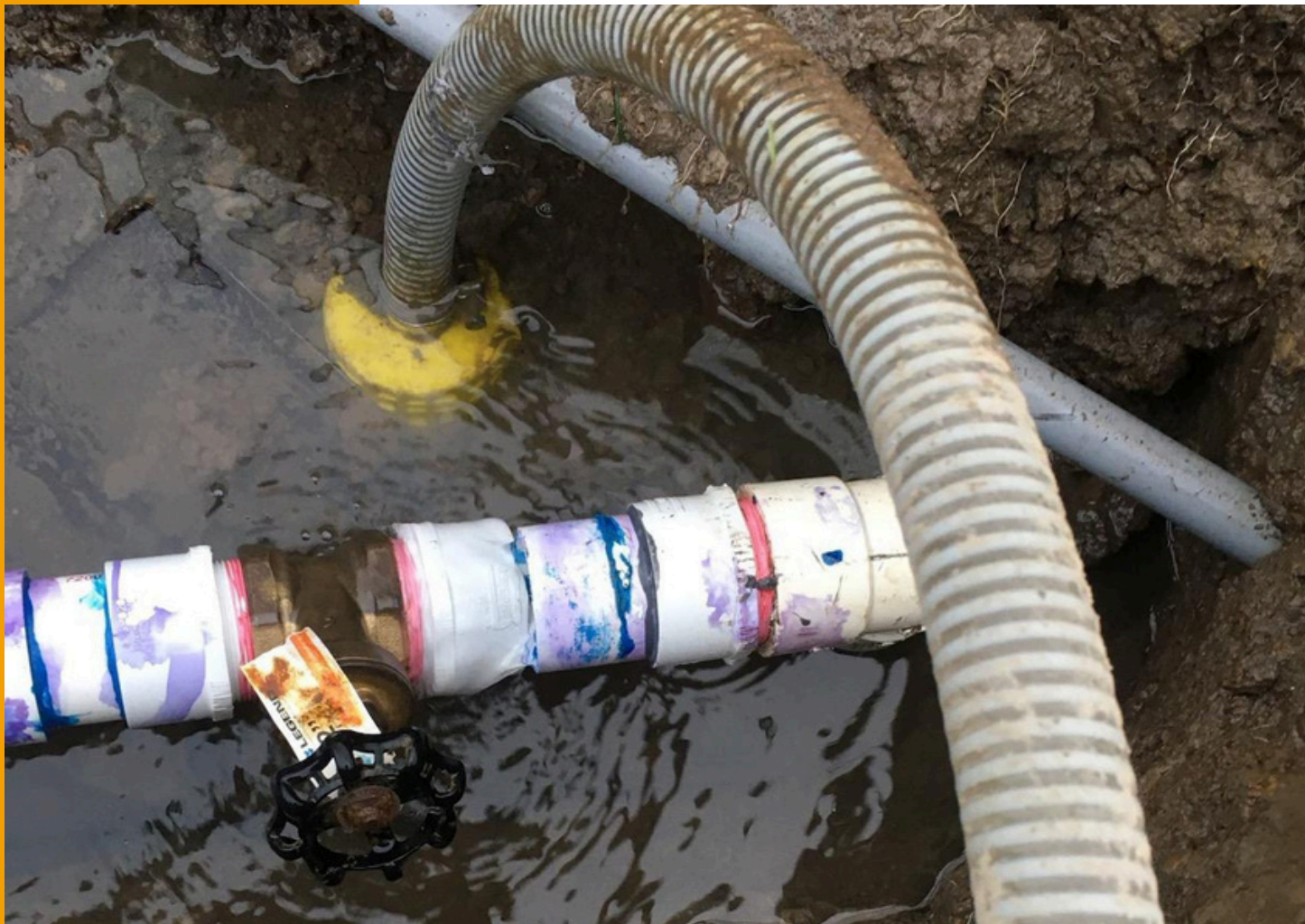
LET'S TALK MAIN LINE





**THIS IS
WHAT OUR
BREAKS
LOOK LIKE**





**MANY
HOURS
ARE SPENT
REPAIRING**



WHAT DOES THIS MEAN FOR MINT VALLEY?





Let's talk about what happened to the Cedars on Salmon Creek Golf Course

The Cedars at Salmon Creek

Cedars Golf Course Testimonials

Customer
Feedback



”

8/24/2021

They have let this golf course go so far down hill, it will soon be just a natural habitat. All but three greens are dried out with huge cracks on the surface. The remaining grass has been taken over by moss and fungus. The bunkers are now filled with weeds and crabgrass. The fairways, if can call them that go unmowed. Terrible awful place to play.

I won't be playing here again.



”

6/22/2020

Want to know what a suffering dying course looks like? This might be up your alley.... the course is difficult to play, fairways don't allow your ball to roll, it might die off quick. The greens are dry and wet and there are dead spots. You might want to ask the rules guy if you can pull out a week that is in your line if it's legal. Will I come back? Probably not. You should expect a good course for the money you pay. **I don't see the course here within 10 years.**



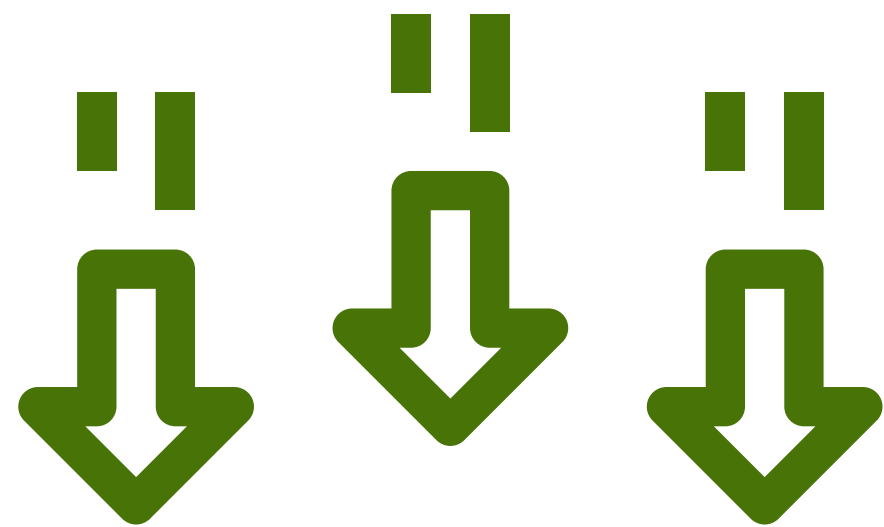
”

7/3/2019

This used to be one of my favorite courses, however, I doubt that I will return anytime soon. In the past few years the condition of the fairways and sand traps have been marginal, but the greens were well maintained. Now the entire course is in poor condition including the greens, sand traps, tee boxes, and fairways. **Based on all of these issues, I will be spending my golf money elsewhere at better managed courses.**



IRRIGATION BREAKDOWN



2023 Water Usage

24,042,200
GALLONS

7-9 Gallons

A Minute When OFF

- **More This Year**

IRRIGATION INSTALL



NEW SYSTEM

- 9,000,000 GALLONS
- NEW TECHNOLOGY
- SPOT WATERING
- HEAD CONTROL
- ONLINE MONITOR
- ALERTS/ACCESS



The REALLY Good Stuff

Why do we do what we do and love it so much?



Community Course In Action



HIGH SCHOOL

R.A. Long, Mark Morris,
& Three Rivers Christian
- AND -
Regional & State Tournaments

COMMUNITY

Disc Golf Tournaments
"Drive-In" Movie
Weddings
Fun Runs
Leagues & Events



LESSONS

First Tee
Youth & Adult
Elementary School S.T.E.M.
P&R Summer Programs



The Home Course
SUBREGIONAL QUALIFIER
Girls - 7-9

COMPETITOR	DRIVE	CHIP	PUTT	OVERALL
Christine Chen	12	8	31	51
Anna Coghill	2	3	40	45
Jesse Nash	7	22	36	65
Lexie Blair	3	3	17	23
Ily Brenes	9	4	41	54
Arah Lim	27	31	47	105
Isami Jarrett	3	26	31	60
Jetley Lamperth	25	45	41	111
Helaina Soterakopoulos	12	45	35	92
Michelle Wong	14	21	30	65
Nina Holly	19	26	45	90
Amelie Cordenola	2	7	46	55
Claire Salchalathorn	11	21	37	
Esther Lavendoski	23	35	32	



So Why Are We In the Golf Business?



The Intangible Benefits of Golf



- **Healthy Recreational Outlet that Enhances Quality of Life**
- **Attracts Visitors and Prospective Residents and Businesses**
- **Enhancement to Local Property Values**
- **Golf Related Jobs and Income**
- **Exceptional Venue for Scholastic Use**
- **Venue for Hosting Events and Tournaments**
- **Stormwater Retention**

THE FUTURE

What are our options? Plan A - F

Nothing - is not an option.....



PLAN A

IRRIGATION INVESTMENT

\$5.8
MILLION

**FULL
REPLACEMENT
OF 18 HOLE
IRRIGATION
SYSTEM**

- **New 25 Year Irrigation System (The Ugly)**
- **Does NOT include investment in: (Not the Bad)**
 - **Pro Shop**
 - **Driving Range**
 - **Cart Paths**
 - **Other Deferred Maintenance**
- **Additional Capital Requests would be needed**



PLAN B

THE RE-INVESTMENT PLAN

1/2
FUND
MOVE

**TRANSITION
MAINTENANCE
EXPENDITURES
TO GENERAL
FUND**

- **Move \$700,000 Annually to General Fund - Parks**
- **Operations Expenditures/Revenue Stay Enterprise Fund**
- **Excess Revenue Funds Used to Reinvest in Property and to Pay Down Bonds**
- **\$700,000+ Annually to Stay with Course**
- **No Capital Requests Needed - Fully Fund Itself**



PLAN B

Continued.....

1/2
FUND
MOVE

**TRANSITION
MAINTENANCE
EXPENDITURES
TO GENERAL
FUND**

- **Bonding Opportunity: (The Ugly & The Bad)**
 - **Install Irrigation**
 - **Renovation of Pro Shop**
 - **Cart Path and Parking Lot Pavement**
 - **Driving Range Poll Replacement**
 - **Upgrades to On Course Facilities**
- **Replacement Plan Funding for End of Life**
- **Depreciation of Equipment and Replacement**
- **No Capital Requests Needed - Fully Funds Itself**

PLAN C

SELL/CONTRACT TO OUTSIDE GOLF OPERATOR

-\$
A LOSS

OPERATIONS OF
COURSE GOES
TO PRIVATE OR
CORPORATE
INVESTOR

- City would take a loss on the sale as the need for investment by the new operator would be significant
- City could reinvest revenue into other citywide deferred maintenance projects
- Guaranteeing that the facility would stay a golf course would be difficult
- Understanding the history of having a contractor in place



PLAN D

JUST SELL HALF?

1/2
SALE

**TURN THE
COURSE INTO A
9 HOLE COURSE
WITH A PAR 3
REINVEST**

- **Keep the 9 Hole Course, 6 Hole Par 3 Course, Driving Range, and Pro Shop with Restaurant.**
- **Take Revenues from Sale to Reinvest in the Property to Bring it Operational**
- **Estimated Revenue Loss While Expenditures Would Remain Closely the Same**
- **Inability to Host High Schools or Tournaments**
- **Difficult to Make Future Capital Repairs**





PLAN E

SELL THE PROPERTY

+\$
REVENUE

FIND THE
HIGHEST BIDDER
WILLING TO
PURCHASE THE
LAND

- Sell the Property, No Longer Having a Municipal Golf Course as a City Amenity, and Use the Funds to Reinvest Elsewhere Within the City.



PLAN F

JUST LET IT **FAIL**



(SEE PLAN E)
DOING NOTHING
WILL RESULT IN
CATASTROPHIC
FAILURE

- The Course has an Estimate 3 Year Survival on the 48 Year Old Irrigation System
- Very Hard on Community Branding, if Allowed to Fail
- The Course Will Go the Way of The Cedars at Salmon Creek Without Investment
- Clark County Turned the Cedars Into a Natural Area Under Parks - Still Costs General Fund to Maintain



QUESTIONS?
LET'S MAKE A PLAN.....



City of Longview

1525 Broadway
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Minutes

City Council

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

Tuesday, June 25, 2024

6:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Tuesday, June 25, 2024 at 6:00 p.m. The topics of discussion follow. No final action will be made.

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

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**
Mayor Boudreau called the meeting to order at 6:00 p.m.
2. **FLAG SALUTE**
The flag salute was recited.
3. **ROLL CALL**

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

Staff Present: Interim City Manager Jim Duscha, City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Finance Manager Lisa Wolff, Human Resources Director Sabrina Fraidenburg, Fire Marshall Jon Dunaway, Parks and Urban Forestry Manager Joanna Martin

4. **WORKSHOP**

24-00502 CAPITAL PROJECT REQUESTS (TIME ESTIMATE 2 HOURS)

Public Works Director/Assistant City Manager Chris Collins and Finance Manager Lisa Wolff presented. The agenda included Governmental Budgeting 101, definitions of terms, where the money comes from, fund summaries and balances, options for additional revenue sources, expectations and outcomes, CIP Committee overview, Capital Project request worksheet and council directives (Capital Projects Fund and Building Replacement Fund). Councilmanic revenue sources include: property tax revenue (ad valorem), new construction property tax allowance, annexation and state-assessed value increase property tax allowances, banked capacity, business and occupation taxes, utility taxes, general business license fees, franchise fees, and cable tv franchise fees. Voter approved revenue sources include: affordable housing levy, emergency medical service levy, excess levies (operations and maintenance), general obligation bond excise levies, levy lid lifts, retail sales and use tax, transportation benefit district sales tax, public safety sales tax, and utility taxes.

Requested direction: Capital Project Requests to include in the budget and present at the August 13 council meeting.

Council reviewed the facilities-related requests. The requests will be submitted to the city's lobbyist. Council concurred: 2025 - Station 81 and 82 Bay Doors - \$260,113, Replacement - Roy Morse Field Lights - \$300,000, Security Cameras for Station 81 and 82 - \$11,200, Secure Public Foyer at Station 81 - \$25,000, and Golf Pro Shop Walk in Fridge/Freezer - \$12,500.

Council concurred: 2026 - Golf Pro Shop Roof and Siding Replacement - \$450,000.

5. **ADJOURNMENT**

The meeting was adjourned at 8:09 p.m.

Tiffany Ostreim
City Clerk

Approved: _____
Mayor



City of Longview

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Minutes

City Council

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

Thursday, June 27, 2024

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. CALL TO ORDER

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

2. INVOCATION*/FLAG SALUTE

24-00307 BRIAN CUMMINGS, EVANGEL

After the invocation provided by Brian Cummings of Evangel, the flag salute was recited.

3. ROLL CALL

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

Staff Present: Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, City Clerk Tiffany

Ostreim, Public Works Director/Assistant City Manager Chris Collins, Interim Community & Economic Development Director Ken Hash, Parks & Recreation Director Jen Wills, Police Chief Robert Huhta, Human Resources Director Sabrina Fraidenburg, Public Information Officer Angela Abel

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

A motion was made by Councilmember Kendall, seconded by Councilmember Halvorson, to approve the June 6, 2024 Special Meeting/Workshop, June 13, 2024 Special Meeting/Workshop and June 13, 2024 Regular Meeting Minutes. The motion carried unanimously.

24-00541 JUNE 6, 2024 SPECIAL MEETING/WORKSHOP

24-00542 JUNE 13, 2024 SPECIAL MEETING/WORKSHOP

24-00543 JUNE 13, 2024 REGULAR MEETING

6. **CHANGES TO THE AGENDA**

7. **PRESENTATIONS & AWARDS**

24-00524 **PROCLAMATION - AMERICANS WITH DISABILITIES PRIDE DAY; RECIPIENT: ACCESSIBILITY ADVISORY COMMITTEE**

Mayor Boudreau presented the proclamation to Allen Rudberg and Cheryl Coddington, who accepted on behalf of the Accessibility Advisory Committee.

24-00591 **PROCLAMATION - RECOGNIZING THE MONTH OF JULY AS PARKS AND RECREATION MONTH; RECIPIENT: PARKS AND RECREATION ADVISORY BOARD**

Mayor Boudreau presented the proclamation to Parks and Recreation Director Jen Wills, who accepted on behalf of the Parks and Recreation Advisory Board.

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

James Barker provided public comment.

Karen Bergquist provided public comment.

Tom Samuels provided public comment.

Jason Still provided public comment.

Mike Pederson provided public comment.

Two citizens, names unstated, provided public comment.

Arlene Hubble provided public comment.

Derek Fine provided public comment.

9. **PUBLIC HEARINGS**

10. **BOARD & COMMISSION RECOMMENDATIONS**

11. **ORDINANCES & RESOLUTIONS**

12. **MAYOR'S REPORT**

Mayor Boudreau provided a report.

13. COUNCILMEMBERS' REPORTS

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

24-00474 ORDINANCE 3538 - ADOPTING A NEW CHAPTER OF THE LONGVIEW MUNICIPAL CODE, CHAPTER 1.38 CITY FLAG POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

**RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE 3538**

*Councilmember Halvorson presented the ordinance.
Council discussed.
Jason Still provided public comment.
Derek Fine provided public comment.*

A motion was made by Councilmember Young, seconded by Councilmember LaFave, to adopt Ordinance 3538 as presented.

***An amendment to the motion was made Councilmember Wean, seconded by Councilmember Wallis to include a provision for the City Manager to review special requests for consideration.
Council discussed.
Jason Still provided public comment.
Tom Samuels provided public comment.
Anne Bennett provided public comment.
Council further discussed.***

A motion was made by Councilmember Wean, seconded by Councilmember Kendall, to postpone the item to the regular Council meeting on July 9, 2024 for further review, including a two-touch process. The motion carried by the following vote:

***Ayes: Councilmember Wean, Councilmember Kendall, Councilmember Halvorson,
Councilmember Young, Councilmember Wallis, Mayor Boudreau
Nays: Councilmember LaFave***

14. CONSENT CALENDAR

Councilmember Halvorson requested Resolution No. 2503 - Water Rates for 2024 and Resolution No. 2504 - Sewer Rates for 2024 be removed from the Consent Calendar for separate consideration. Council concurred.

***A motion was made by Councilmember Kendall, seconded by Councilmember Wean, to approve the remainder of the Consent Calendar.
Mayor Boudreau excused himself from voting on the Consent Calendar in the appearance of fairness.
The motion carried unanimously.***

24-00306 APPROVAL OF CLAIMS

24-00587 ORDINANCE NO. 3539 – VACATING A 12.5-FOOT STRIP OF ALLEY RIGHT OF WAY ADJACENT TO LOTS 1, 2, 3, AND 4 IN BLOCK 12 OF ASSESSOR'S PLAT 6, PARCELS #08736, 08737, 08738, AND 08739

**RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3539**

24-00590 RESOLUTION NO. 2505 – RENAMING A PORTION OF TENNANT WAY TO SWANSON WAY

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2505

24-00594 BID REVIEW – 42nd AVE SEWER PUMP STATION REPLACEMENT

RECOMMENDED ACTION:
MOTION TO ACCEPT THE LOW BID AND AWARD TO NUTTER CORPORATION IN THE AMOUNT OF \$1,406,429.65

A motion was made by Councilmember Kendall, seconded by Councilmember Young to approve Resolution No. 2503 - Water Rates for 2024 and Resolution No. 2504 - Sewer Rates for 2024.

Council discussed the motion.

Jason Still provided public comment.

Mike Pederson provided public comment.

Sarah Curtis provided public comment.

Tom Samuels provided public comment.

Public Works Director/Assistant City Manager Collins provided information and clarification.

The motion to approve Resolution No. 2503 - Water Rates for 2024 and Resolution No. 2504 - Sewer Rates for 2024 carried by the following vote:

Ayes: Councilmember Kendall, Councilmember Young, Councilmember Wean, Councilmember Wallis

Nays: Councilmember LaFave, Councilmember Halvorson, Mayor Boudreau

24-00588 RESOLUTION NO. 2503 – WATER RATES FOR 2024

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2503

24-00589 RESOLUTION NO. 2504 – SEWER RATES FOR 2024

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2504

15. CITY MANAGER'S REPORT

24-00592 HOPE VILLAGE 6 MONTH COMPREHENSIVE REPORT

Salvation Army Major Phil Smith and Case Manager Hollie Hillman presented.

Council discussed the presentation.

24-00593 PTA SALARY SURVEY

Human Resources Director Sabrina Fraidenburg presented.

Council discussed the presentation.

A motion was made by Councilmember Wean, seconded by Councilmember LaFave to include in the budget process.

The motion carried unanimously.

- 24-00595 FIRST READING OF RESOLUTION ON PROPOSITION NO. 1, AUTHORIZING AN INCREASE IN THE SALES AND USE TAX IN LONGVIEW OF ONE-TENTH OF ONE PERCENT (0.1%) ON THE SELLING PRICE TO FUND ENHANCED POLICE SERVICES AND COMMUNITY SAFETY

RECOMMENDED ACTION:

MOTION TO MOVE RESOLUTION FORWARD FOR SECOND READING AND ADOPTION AT THE JULY 9, 2024, MEETING

Police Chief Robert Huhta presented.

Council discussed the presentation.

A motion was made by Councilmember Halvorson, seconded by Mayor Boudreau, to approve Resolution No. 2506 as is and move forward for the second reading and adoption at the July 9 meeting. The motion carried unanimously.

16. **MISCELLANEOUS**

17. **EXECUTIVE SESSION**

18. **ADJOURNMENT**

The meeting was adjourned at 9:02 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

TUESDAY, JULY 9, 2024 – 6:00 P.M.

TUESDAY, JULY 23, 2024 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOPS:

TUESDAY, JULY 16, 2024 – 6:00 P.M. – UTILITIES BUDGET

TUESDAY, JULY 30, 2024 - 6:00 P.M. - ENHANCEMENT REQUESTS



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

Introduced by: Erik Halvorson, Council Member
Supported by: Spencer Boudreau, Mayor

Date: March 21st 2024
For Agenda of: July 9th, 2024

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON ADOPTING A NEW CHAPTER OF THE LONGVIEW MUNICIPAL CODE, CHAPTER 1.38 CITY FLAG POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

SUMMARY STATEMENT:

The proposed ordinance for the City of Longview introduces a comprehensive flag policy, seeking to formalize flag displays within city facilities. It ensures adherence to federal and state regulations governing flag displays and outlines the specific flags permitted on city property. Additionally, the ordinance mandates permanent displays while providing guidelines for lowering flags to half-staff when necessary.

Inspired by the precedent set in *Shurtleff v. City of Boston*, this ordinance underscores the importance of transparent policies in differentiating government speech from regulated speech.

RECOMMENDED ACTION: A motion adopting Ordinance 3538

Erik Halvorson

Spencer Boudreau

ORDINANCE NO. 3538

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON ADOPTING A NEW CHAPTER OF THE LONGVIEW MUNICIPAL CODE, CHAPTER 1.38 CITY FLAG POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, The City of Longview wishes to memorialize and codify current practices regarding which flags are displayed and when and how flags are flown or lowered to half-staff inside and outside of City facilities; and

WHEREAS, The City of Longview wishes to ensure that the City's flag policy is consistent with the United States Flag Code and Washington state law on public flag displays; now, therefore, be it

RESOLVED, That the City Council of the City of Longview do ordain as follows:

Section 1. Adoption of New Chapter 1.38 City Flag Policy. The Longview Municipal Code is amended to adopt a new Chapter 1.38, City Flag Policy, as described in Exhibit A, attached herto and incorporated by this reference as if set forth in full.

Section 2. Corrections. The City Clerk and the codifiers of the Ordinance are authorized to make necessary clerical corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision does not affect the validity or constitutionality of the remaining parts of this Ordinance.

Section 4. Effective Date. This Ordinance becomes effective five days after publication of the ordinance, or a summary thereof, in the official newspaper of the City.

PASSED AND APPROVED by the City Council of Longview, Washington, and signed by its Mayor this 9th day of July, 2024.

ATTEST:

Mayor

Exhibit A

--NEW--

Chapter 1.38

FLAG DISPLAY

Sections:

1.38.010 Purpose and intent.

1.38.020 Allowed flags on city property.

1.38.030 Permanent and temporary flag displays on city property.

1.38.040 Lowering flags to half-staff.

1.38.050 Procedure for approving additional flags.

1.38.060 Flag height requirements.

1.38.010 Purpose and intent.

The purpose of this chapter is to regulate the official display of flags inside and outside of city facilities. It is the specific intent of the city council of the city of Longview to follow the federal law, including but not limited to the United States Flag Code and Washington State law, in flag displays on city property. Raising a flag is an expression of government speech. Accordingly, the locations for the display of flags on City property are not a forums for free expression by the public. This chapter is not intended to regulate display of flags on employee clothing, personal property, or work stations, which are instead governed by the city's personnel policy.

1.38.020 Allowed flags on city property.

The city will fly or display only the following flags on property owned by the city: The flag of the United States of America; the Washington State flag; the POW/MIA flag; the City of Longview flag; and any other flag mandated by federal or Washington State law; **and any additional flags as approved pursuant to Section 1.38.050.**

1.38.030 Permanent and temporary flag displays on city property.

The city will fly or display the United States flag, the Washington State flag, and the City of Longview flag on a permanent basis on the flag staffs outside City Hall, R.A. Long Park and in such other locations as the city council may select. The POW/MIA flag will be displayed at such times and places as are mandated by federal or Washington State law on a flag staff outside City Hall and in such other locations as the city council may select.

1.38.040 Lowering flags to half-staff.

The city will lower flags displayed ~~in the civic center plaza~~ **on city property** to half-staff in the following circumstances:

- A. At the direction of the President of the United States;
- B. At the request of the Governor of the State of Washington;
- C. At the request of the city council or city manager in the event of the death of a current city employee or official.

1.38.050 Procedure for approving additional flags.

- A. The City Council has the authority to approve or deny the display of additional flags not specifically named in this ordinance.
- B. The Longview City Council may choose to fly a different flag in place of the City Flag. Any decision to fly a different flag must be made independently by the council.
- C. The approval to fly a flag in place of the City flag must be made by a majority of the Council at a regular Council meeting.
- D. The request for approval must include a description and image of the flag, the purpose of its display, and the proposed duration and location for the display.
- E. The City Council's decision to approve the display of an additional flag will be based on whether the flag reflects the values of the community, pays homage to the history of the community, and supports civic engagement and awareness.

1.38.060 Flag height requirements.

- A. No flag displayed on city property shall be flown higher than the flag of the United States of America.
- B. If a city property has only one flagpole, the United States flag shall be displayed at the top, followed immediately by the City of Longview flag.

C. All flag displays must conform to the United States Flag Code and relevant Washington State laws regarding the order and position of flags.



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

Introduced by: Erik Halvorson, Council Member
Supported by: Spencer Boudreau, Mayor

Date: March 21st 2024
For Agenda of: July 9th, 2024

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON ADOPTING A NEW CHAPTER OF THE LONGVIEW MUNICIPAL CODE, CHAPTER 1.38 CITY FLAG POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

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Inspired by the precedent set in *Shurtleff v. City of Boston*, this ordinance underscores the importance of transparent policies in differentiating government speech from regulated speech.

RECOMMENDED ACTION: A motion adopting Ordinance 3538

Erik Halvorson

Spencer Boudreau

ORDINANCE NO. 3538

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PASSED AND APPROVED by the City Council of Longview, Washington, and signed by its Mayor this 9th day of July, 2024.

ATTEST:

Mayor

City Clerk

City Attorney

Exhibit A

--NEW--

Chapter 1.38

FLAG DISPLAY

Sections:

1.38.010 Purpose and intent.

1.38.020 Allowed flags on city property.

1.38.030 Permanent and temporary flag displays on city property.

1.38.040 Lowering flags to half-staff.

1.38.050 Procedure for approving additional flags.

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times and places as are mandated by federal or Washington State law on a flag staff outside City Hall and in such other locations as the city council may select.

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- C. All flag displays must conform to the United States Flag Code and relevant Washington State laws regarding the order and position of flags.



City of Longview

Agenda Summary

BOARD AND COMMITTEE APPOINTMENTS

RECOMMENDED ACTION:

MOTION TO APPROVE THE APPOINTMENT OF KAT COOPER AND ZAK ROLAND TO THE DOWNTOWN ADVISORY COMMITTEE

DATE: JULY 9, 2024

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Per the Downtown Advisory Committee Bylaws, the Committee can consist of an odd number between seven (7) and eleven (11) members appointed by City Council. There is a desire to bring the membership to eleven (11). The Council Appointments Committee has reviewed applications and recommends the following appointments:

Kat Cooper, term ending 12/31/2026

Zak Roland, term ending 12/31/2026

RECOMMENDED ACTION:

Approve the appointment of Kat Cooper and Zak Roland to the Downtown Advisory Committee.

STAFF CONTACT:

Attachments: None



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

Introduced by: Ruth Kendall _____ Date: June 24, 2024
Supported by: Spencer Boudreau _____ For Agenda of: July 9, 2024

SUBJECT TITLE:

Executive Search for a City Manager

SUMMARY STATEMENT:

Former city manager, Kris Swanson was terminated by vote of council on March 13, 2024.

Recognizing that executive search processes can be time consuming, council needs initiate an executive search to replace the city manager.

RECOMMENDED ACTION:

1. Form a council subcommittee to work with HR and recommend a path forward for the executive search process for a city manager.
2. Council subcommittee will bring recommendations to council meeting on August 13.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial and operations management of the city.

Expenditure Required:
Amount Budgeted:
Appropriation Required:



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

SECOND HALF JUNE 2024 ACCOUNTS PAYABLE: \$3,244,495.21

SECOND HALF JUNE 2024 PAYROLL:

\$442,726.70, checks
\$974,512.65, direct deposits
\$887,070.20, wire transfers
\$2,304,309.55 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – 2650 MAPLEWOOD SLIDE REPAIR

RECOMMENDED ACTION:

MOTION TO ACCEPT THE BID AND AWARD TO SLE INC IN THE AMOUNT OF \$231,317.79

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve streets and roads

SUMMARY STATEMENT:

This Contract provides for the removal and off-haul of City-owned 'Ecology blocks' from the site; excavation for, erection of and associated drainage and backfill of new permanent precast block gravity based retaining wall; demolition of existing pavement and installation of +/-2+60 stations of new Hot Mix Asphalt on existing street, traffic control and other incidentals as necessary to complete all the work in accordance with the contract, plans, contract provisions and the standard specification.

On June 25, 2024, eight bids were received as follows:

\$231,317.79	SLE Inc. – Vancouver, WA
\$245,227.17	KKLA Contractors – Ridgefield, WA
\$322,430.95	North Fork Excavating – Woodland, WA
\$324,185.35	Brookhart Excavating LLC – Longview, WA
\$348,306.85	Advanced Excavating – Kelso, WA
\$351,162.85	Terra Technics, LLC – Vancouver, WA
\$370,031.71	Halme Excavating, Inc – Battle Ground, WA
\$378,169.47	Granite Construction Co – Vancouver, WA

\$214,278.52 - Engineer's Estimate

The bid received was determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is partially funded through the Federal Emergency Management Agency (FEMA) in the amount of \$202,912.

STAFF CONTACT:

Ivona Kininmonth, Project Engineer

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH AVE

RECOMMENDED ACTION:

MOTION TO ACCEPT THE BID AND AWARD TO SPECIALIZED PAVEMENT MARKING, LLC, IN THE AMOUNT OF \$317,225.00

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems
Improve streets and roads

SUMMARY STATEMENT:

This Contract provides for pavement markings, temporary traffic control, and any other incidentals necessary to complete the specified work along both Hudson St and 30th Ave.

On June 26, 2024, one bid was received as follows:

\$317,225.00 Specialized Pavement Marking, LLC. – Tualatin, OR

\$346,900.00 - Engineer's Estimate

The bid received was determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Transportation Improvement Board (TIB) in the amount of \$400,000.

STAFF CONTACT:

Morgan Palmer, Project Engineer

Attachments: None



City of Longview

Agenda Summary

ORDINANCE NO.3504 VACATING 28TH AVE. ROW

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3524

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety and emergency response.

Address quality of place issues

SUMMARY STATEMENT:

This ordinance vacates the right of way of 28th Ave. between Washington Way and Douglas St.

STAFF CONTACT:

Chris Collins, Public Works Director/ Assistant City Manager

Attachments:

1. Ord No. 3524 - 28th ave ROW Vacation

ORDINANCE NO. 3524

AN ORDINANCE VACATING THE 28TH AVENUE RIGHT OF WAY BETWEEN WASHINGTON WAY AND DOUGLAS STREET ADJACENT TO PARCEL #10409., AS MORE PARTICULARLY DESCRIBED HEREINAFTER, LOCATED IN THE CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON.

WHEREAS, City staff recommended the vacation the 28th avenue right of way between Washington Way and Douglas Street adjacent to Parcel # 10409, more particularly hereinafter described, the same being a duly dedicated right of way located in the City of Longview, Cowlitz County, Washington, and did propose vacation in a resolution in due and legal form for the vacation of a portion thereof, with the City Clerk of said City; and

WHEREAS, following due notice thereof, a public hearing was duly held on said petition by the City Council on the 25th day of April, 2024, in the City Hall Council Chambers, at which time and place arguments and presentations favoring and opposing such street vacation were made and considered and the City Council, after having been fully advised of all of the facts, and after having considered all of the evidence for and against such vacation, determined that said petition should be granted, subject to the terms and conditions set forth herein.

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

Section 1. That the following street right of way, known as the 28th Avenue right of way between Washington Way and Douglas Street adjacent to Parcel # 10409, situated in Section 32, Township 8 North, Range 2 West of the Willamette Meridian, in the City of Longview, Cowlitz County, Washington, more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF 706 30TH AVE, PARCEL NUMBER 10409, SITUATED IN SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF LONGVIEW, COWLITZ COUNTY, WASHINGTON; THENCE SOUTHWEST 83°30'29.66" FOR A DISTANCE OF 84.433 FEET; THENCE SOUTHEAST 35°34'47" FOR A DISTANCE OF 34.89 FEET; THENCE CONTINUING SOUTHEAST 6°24'56" FOR A DISTANCE OF 93.03 FEET; THENCE SOUTHWEST 38°35'39" FOR A DISTANCE OF 14.14 FEET; THENCE NORTHEAST 83°36'5.86" FOR A DISTANCE OF 69.998 FEET; THENCE NORTHWEST 51°24'33" FOR A

DISTANCE OF 14.14 FEET; THENCE CONTINUING NORTHWEST 6°24'56" FOR A
DISTANCE OF 93.03 FEET; THENCE NOTHEAST 23°4'55.05" FOR A DISTANCE OF 35.04
FEET TO THE POINT OF BEGINNING.

shall be, and the same is hereby, vacated, subject to the provisions of Sections 2, and 3
hereof.

Section 2. That a public utility easement is retained over, under, across and through the
vacated land for the construction, repair, maintenance, and operation of public and private
utilities, and for ingress and egress to the easement area at any and all times for such utility
purposes.

Section 3. This Ordinance shall be published in the manner required by law and shall be
deemed to be in full force and effect thirty (30) days thereafter, and the City Clerk, pursuant to
the requirements of RCW 35.79.030, shall record a certified copy of this Ordinance with the
Auditor for Cowlitz County, Washington.

Passed by the City Council this 9th day of July, 2024.

Approved by the Mayor this 9th day of July, 2024.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Longview

Agenda Summary

IAFF 828 COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2025

RECOMMENDED ACTION:

MOTION TO APPROVE THE IAFF LOCAL 828 COLLECTIVE BARGAINING AGREEMENT FOR 2025

DATE: July 9, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On May 29, 2024 the International Association of Fire Fighters (IAFF) Local 828 and the City reached Tentative Agreement on a 2025 Collective Bargaining Agreement.

Local 828 notified the City of its 45 member ratification on June 5, 2024. The contract provides for a wage increase as follows:

Effective January 1, 2025: A general wage increase of 4.0% and 0.5% increase to deferred compensation contribution.

Additionally, all local 828 members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 10% employee contribution of the co-insurance for employees and dependents. Members who opt-out of City paid medical insurance will receive \$750 per month to a personal VEBA account. Dental plans remain at 100% employer paid.

RECOMMENDED ACTION:

Approval of the IAFF Local 828 Collective Bargaining Agreement for 2025.

STAFF CONTACT:

Human Resources Director Sabrina Fraidenburg

Attachments:

1. IAFF L828 MemorandumOfUnderstanding CBA 2025

Memorandum of Understanding

Between

THE CITY OF LONGVIEW

And

International Association of Firefighters (IAFF) Local 828

One Year Extension of current Collective Bargaining Agreement

I. Parties

The parties to this Memorandum of Understanding (hereinafter "MOU") are City of Longview (hereinafter "City") and International Association of Firefighters Local 828 (hereinafter "Local 828").

II. BACKGROUND

During preliminary negotiations preparations between the City and Local 828, the parties discussed extending the current Collective Bargaining Agreement (CBA) so that the City may have time to fill the Fire Chief position.

III. TERMS OF THE AGREEMENT

The City and the Local agree to a one-year extension of the current CBA, effective from the 1st of January 2025 through the 31st of December 2025; the only changes to the terms of the CBA are as follow:

Article 6 Salaries:

- 6.1.1 Effective January 1, 2025, the base salary for Master Firefighter and Fire Mechanic shall be increased by the maximum of 4% in lieu of the percentage equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W) unadjusted for the period from June 2023 to June 2024 with a minimum of three percent (3%) and a maximum of four percent (4%). The salary schedule for Firefighter shall be the following:

Master Firefighter	<u>\$8,865.16.</u>
Firefighter 1 st Class	95% of MFF
Firefighter 2 nd Class	90% of MFF
Firefighter 3 rd Class	85% of MFF
Firefighter 4 th Class	80% of MFF
Probationary Firefighter	75% of MFF
Recruit Firefighter	65% of MFF

6.6 Deferred Compensation

Effective January 1, 2025, the City shall contribute an amount equal to seven and one-half percent (7.5%) of the monthly base salary of the position of Master Firefighter to bargaining unit employee's deferred compensation account.

Such contributions shall be included as salary for the purpose of calculating retirement benefits, if authorized by the Washington State Department of Retirement Systems (DRS).

This MOU extends the terms of the CBA through December 31, 2025.

City of Longview

International Association of Fire Fighters, Local 828

By _____ By _____
Jim Duschla Date
City Manager

Dave Lamb Date
President

By _____ By _____
Sabrina Fraidenburg Date
Director of Human Resources

Justin Noel Date
Vice President



City of Longview

Agenda Summary

RESOLUTION NO. 2506 - PROPOSITION NO. 1, AUTHORIZING AN INCREASE IN THE SALES AND USE TAX IN LONGVIEW OF ONE-TENTH OF ONE PERCENT (0.1%) ON THE SELLING PRICE TO FUND ENHANCED POLICE SERVICES AND COMMUNITY SAFETY

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2506

DATE: July 9, 2023

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Address quality of place issues
Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The Longview Police Department has requested to add new officers to increase minimum staffing levels on patrol. As was noted during a presentation at the Council Meeting in June 2024, the City's patrol staffing levels have remained at current levels since 1980, while the population has increased by 22.8% and although calls for police service have increased by 43%. Additional patrol staffing will enable the Police Department to meet the needs of the City, which have increased since 1980.

Based on an evaluation of existing funding sources, staff recommend the City Council submit a proposition to the voters to establish a 1/10th of 1 percent sales and use tax to help fund the additional officers, as authorized by RCW 82.14.450(2). At its meeting in June, the City Council directed legal counsel for the City to prepare the necessary documents to submit this proposition to the voters at the November 5, 2024, regular election. The deadline to submit all materials to the Cowlitz County Elections Office for the November 5, 2024, election is August 6, 2024. To submit the proposition to the voters, by that date the City Council would need to:

1. July 9, 2024: Adopt a Resolution, submitting the proposition for a vote and establishing the language of the proposition (consistent with RCW 82.14.450(2) and chapter 29A.32 RCW); and July 23, 2024: Adopt a Resolution establishing the pro/con committees, following solicitation for volunteers by staff.

RECOMMENDED ACTION:

Motion to adopt Resolution No. 2506.

STAFF CONTACT:

Police Chief Robert Huhta

Attachments:

1. Res 2506 - Public Safety Sales Tax Ballot Measure(10888280.1)
2. Draft Res 2507 For and Against Committee
3. LPD Staffing Workshop 5.16.24

RESOLUTION NO. 2506

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF LONGVIEW AT AN ELECTION TO BE HELD NOVEMBER 5, 2024, OF A PROPOSITION AUTHORIZING AN INCREASE IN THE SALES AND USE TAX IN LONGVIEW OF ONE-TENTH OF ONE PERCENT (0.1%) ON THE SELLING PRICE TO FUND ENHANCED POLICE SERVICES AND COMMUNITY SAFETY; SETTING FORTH THE BALLOT PROPOSITION; DIRECTING CITY OFFICIALS TO TAKE NECESSARY ACTIONS CONSISTENT HERewith; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City Council of the City of Longview strives to provide public safety services that match the City's growth and have prioritized sustainable funding for the City's community safety investments; and

WHEREAS, the City's patrol staffing levels have remained at current levels since 1980, while the population has increased by 22.8% and although calls for police service have increased by 43%; and

WHEREAS, police and community safety are vital to the health and well-being of the community and the Police Department currently faces an increased call volume, coupled with additional complexity in the calls received, resulting in a significantly increased length of time per call to ensure the application of de-escalation patrol tactics consistent with Washington state law; and

WHEREAS, additional funding is necessary to adequately staff the patrol division to meet the needs of the community; and

WHEREAS, the estimated annual cost of the additional patrol staff to meet this need is approximately \$1,062,500, including costs associated with recruitment, hiring, training, equipment, as well as vehicle purchasing and outfitting; and

WHEREAS, RCW 82.14.450(2) authorizes the City Council to submit an authorizing proposition to the Longview voters at an election and, if the proposition is approved by a majority of persons voting, to impose an additional sales and use tax of up to one-tenth of one percent (0.1%) of the selling price in the case of sales tax or the value of the article used in the case of a use tax, providing that one-third (1/3) of all money received must be used solely for criminal justice purposes, fire protection purposes, or both; and

WHEREAS, such an increase in the sales tax in Longview is the equivalent of one penny on every ten dollar purchase, and would increase revenues to the City in the amount of approximately \$500,000 per year in 2024 dollars; now, therefore,

BE IT RESOLVED by the City Council of said City as follows:

Section 1. Purpose of Ballot Proposition.

The City Council determines it to be in the public interest to fund the following enhanced police and community safety services beginning as soon as practicable. The City plans that beginning in 2025, and within available resources, these services would include:

- Increase minimum staffing levels by hiring additional patrol officers.

The amounts collected pursuant to the sales tax increased authorized herein shall be used solely for public safety purposes, which may include but are not limited to personnel and related costs of recruiting, hiring, training, equipping and employing the public safety professionals described above.

Section 2. Calling of Election.

The City Council finds that it is in the public interest to submit to the qualified electors of Longview for approval or rejection at the election to be held on November 5 2024, a proposition authorizing an additional sales and use tax of up to one-tenth of one percent (0.1%) of the selling price in the case of sales tax or the value of the article used in the case of a use tax, pursuant to RCW 82.14.450(2). Cowlitz County Elections, as supervisor of elections in the City, is hereby requested to assume jurisdiction of and to submit to the qualified electors of Longview the proposition hereinafter set forth.

Section 3. Ballot Title and Voters' Pamphlet.

The City Clerk is hereby authorized to certify the proposition to Cowlitz County Elections in substantially the following form, prepared pursuant to RCW 29A.36.071:

CITY OF LONGVIEW

PROPOSITION 1

ADDITIONAL SALES AND USE TAX FOR
ENHANCED POLICE PATROL SERVICES

The Longview City Council adopted Resolution No. 2506 concerning a proposition for funding enhanced police patrol services. If approved, this proposition would increase the sales and use tax rate by one-tenth of one percent (0.1%) to provide ongoing funding for public safety purposes permitted under RCW 82.14.450, planned to include an increase in minimum staffing levels on patrol through additional police officers. This increase would become effective in 2025.

Should this proposition be:

APPROVED? ☐

☐

REJECTED? ☐

For the purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the City hereby designates its Interim City Attorney (Charlotte Archer, 425.450.4209, carcher@insleebest.com) as the person to whom such notice shall be provided.

The City Council authorizes the preparation and distribution of a local voters' pamphlet, including an explanatory statement and statements in favor of and in opposition to the ballot measure, if any. The preparation of the explanatory statement, the appointment of pro/con committees, and the preparation of statements in favor of and in opposition to the proposition shall be in accordance with RCW 29A.32 and the rules and guidelines of the Cowlitz County Elections Office.

Section 4. General Authorization; Ratification.

The City Council authorizes all City officials to perform their duties as are necessary or required by law to effectuate the direction set forth herein. Any action taken consistent with this authority and prior to the effective date of this Resolution is hereby ratified, approved and confirmed.

Section 5. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 6. Corrections. Upon approval of the city attorney, the city clerk is authorized to make necessary corrections to this resolution, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 7. Effective Date. This Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a regular meeting of said Council held on the ____th day of _____, 2024.

M A Y O R

ATTEST:

City Clerk

A RESOLUTION APPOINTING COMMITTEES TO PREPARE PRO AND CON STATEMENTS FOR THE LOCAL VOTER'S PAMPHLET ON THE BALLOT PROPOSITION AUTHORIZING AN INCREASE IN THE SALES AND USE TAX IN LONGVIEW OF ONE-TENTH OF ONE PERCENT (0.1%) ON THE SELLING PRICE TO FUND ENHANCED POLICE SERVICES AND COMMUNITY SAFETY.

WHEREAS, on July 9, 2024, the City Council of the City of Longview passed Resolution No. 2506, providing for the submission to the qualified electors of the City of Longview for approval or rejection at the election to be held on November 5 2024, a proposition authorizing an additional sales and use tax of up to one-tenth of one percent (0.1%) of the selling price in the case of sales tax or the value of the article used in the case of a use tax, pursuant to RCW 82.14.450(2); and

WHEREAS, pursuant to RCW 29A.32.280, a local jurisdiction that has a ballot measure for the general election is required to have its legislative authority formally appoint a committee to prepare arguments advocating voters' approval of the proposition and a committee to prepare arguments advocating voters' rejection of the proposition; and

WHEREAS, each committee shall have not more than three members, however the committee may seek the advice of any person or persons; and

WHEREAS, the City solicited participants for the committees and has identified the following individuals for appointment to prepare the statements referenced herein; now, therefore,

BE IT RESOLVED by the City Council of said City as follows:

Section 1. Appointment of "For" Committee Members.

The following persons are hereby appointed to prepare a statement advocating the voters' approval of the proposition:

XXXXXX

XXXXXX

XXXXXX

Section 2. Appointment of "Against" Committee Members.

The following persons are hereby appointed to prepare a statement advocating the voters' rejection of the proposition:

XXXXXX

XXXXXX

XXXXXX

Section 3. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. Corrections. Upon approval of the city attorney, the city clerk is authorized to make necessary corrections to this resolution, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 5. Effective Date. This Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a regular meeting of said Council held on the ____th day of _____, 2024.

MAYOR

ATTEST:

City Clerk

The background of the slide is a stylized badge. It features a dark blue diagonal stripe running from the top left to the bottom right. The word "POLICE" is written in large, bold, blue capital letters with a yellow outline, positioned across the stripe. Below the stripe, there is a green landscape with several evergreen trees and a blue body of water. A grey bridge is visible at the bottom of the badge design.

POLICE

Longview Police Department PATROL Staffing Needs

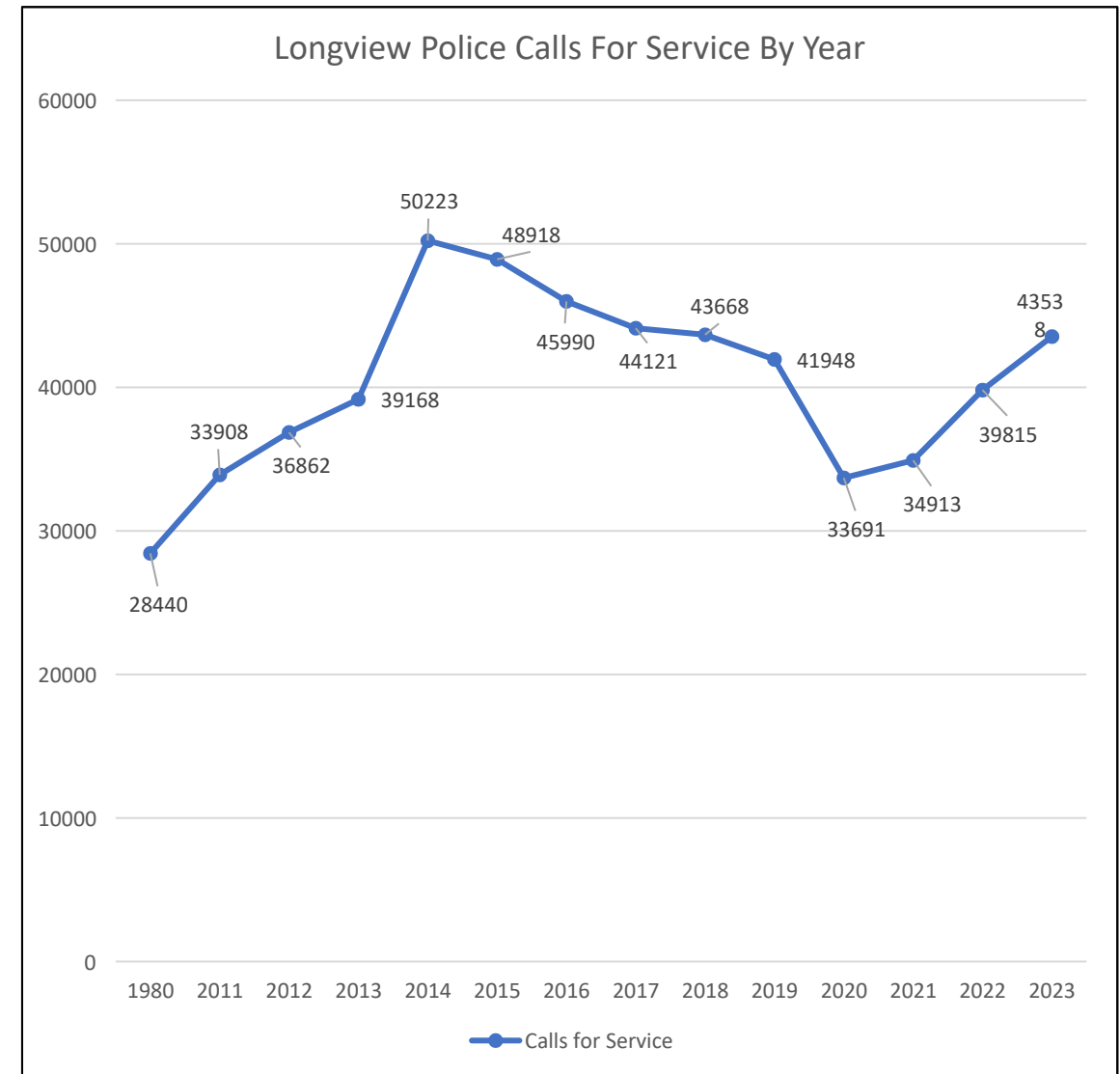


Outline

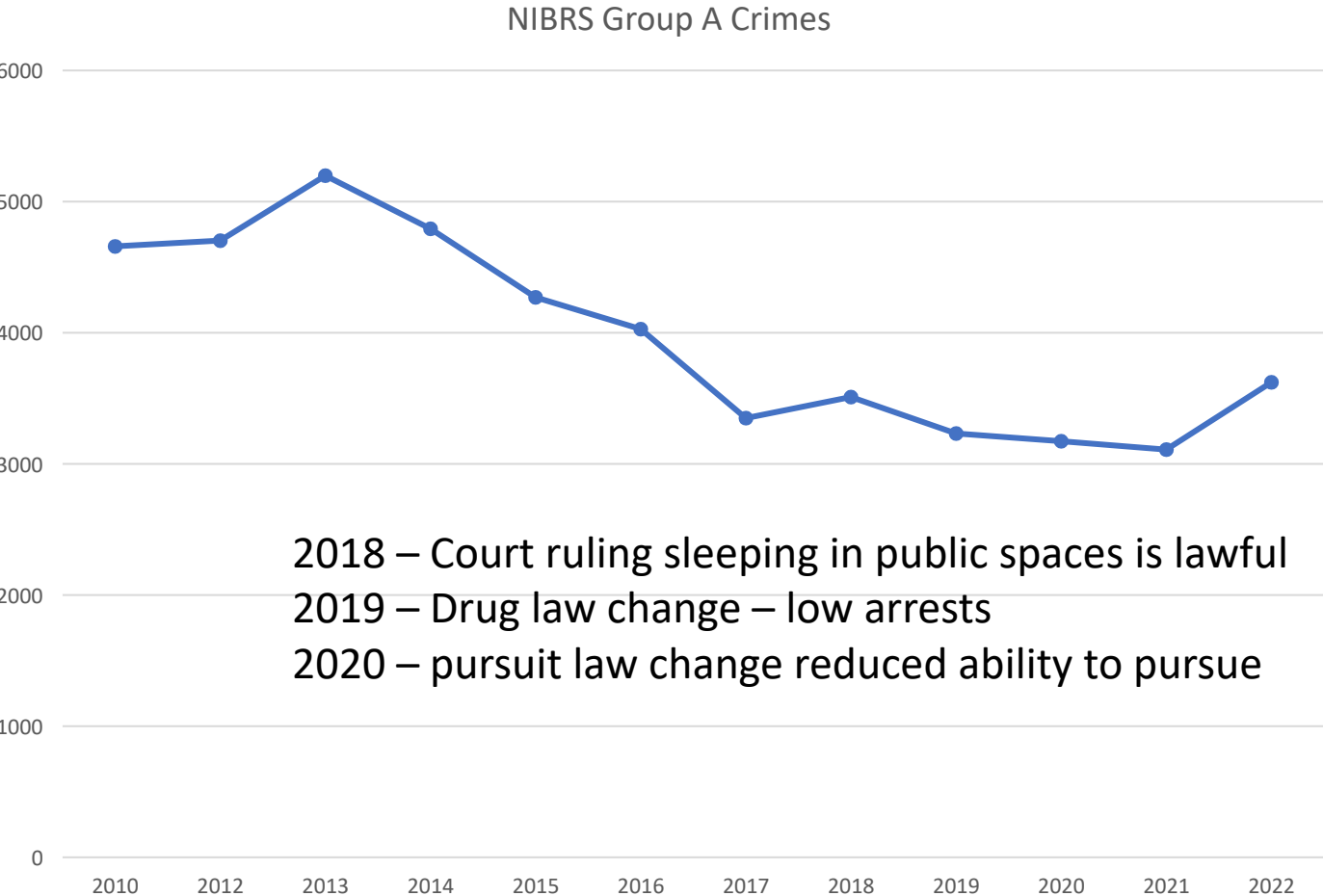
- Call load/Workload
- Annexations
- Population increase with no police staffing increase
- Changes in police workload
- Crisis Calls for service workload
- Officer per 1,000 staffing in Longview v. national average
- Current PATROL staffing
- Need for additional PATROL staffing
- Costs of increasing patrol minimum staffing levels

Police Historical Call load chart

Since 1980, LPD calls for police service have increased by 43% while patrol staffing levels have remained at 1 Sgt & 4 officers per shift.



Historical Longview Crime Data (Crime in Washington report)



Group A Offenses
Murder
Manslaughter
Rape
Sodomy
Sexual Assault w/Object
Fondling
Aggravated Assault
Simple Assault
Intimidation
Kidnapping
Incest
Statutory Rape
Human Trafficking Offenses
Violation of No Contact/Protect.
Robbery
Burglary
Larceny-Theft Offenses
Motor Vehicle Theft
Arson
Destruction of Property
Counterfeiting/Forgery
Fraud Offenses
Embezzlement
Extortion/Blackmail
Bribery
Stolen Property Offenses
Animal Cruelty
Drug/Narcotic Violations
Drug Equipment Violations
Gambling Offenses
Pornography
Prostitution Offenses
Weapon Law Violations

Crimes Against Persons comparison (LV v WA)

Group A Offenses
Murder
Manslaughter
Rape
Sodomy
Sexual Assault w/Object
Fondling
Aggravated Assault
Simple Assault
Intimidation
Kidnapping
Incest
Statutory Rape
Human Trafficking Offenses
Violation of No Contact/Protect.

CRIMES AGAINST PERSONS are the most violent crimes reports and include the crimes listed on this slide.

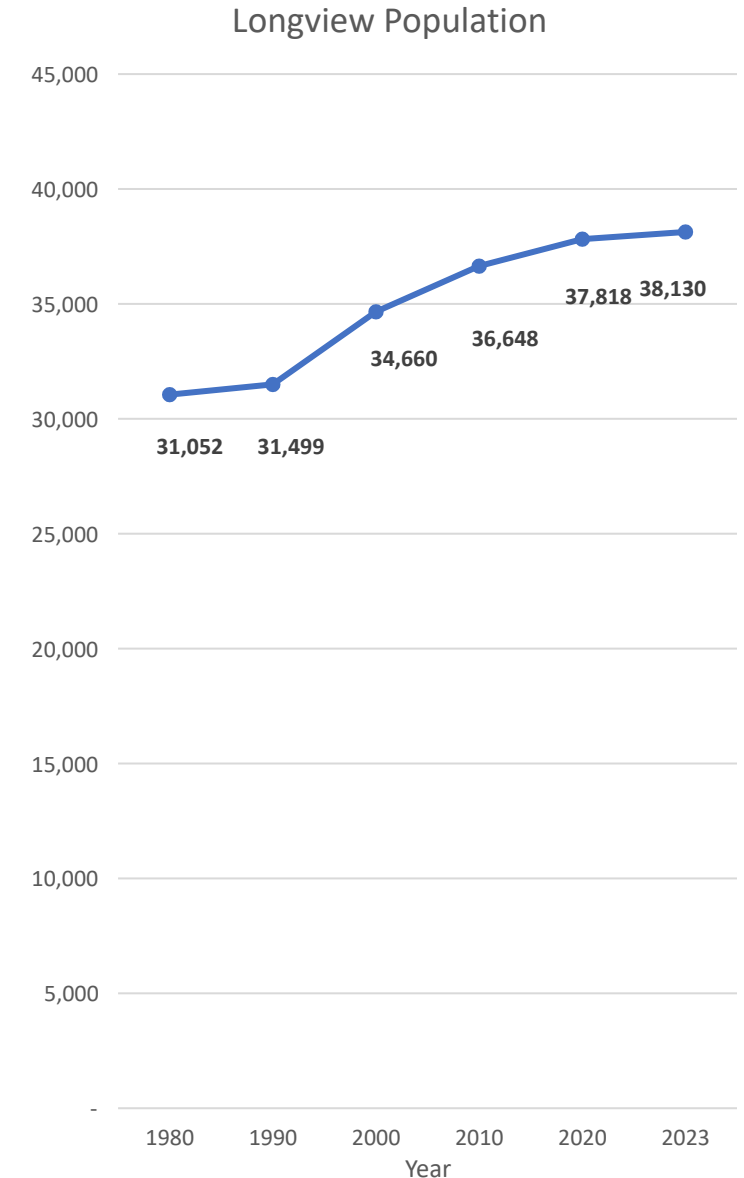
In 2022, Longview's Crimes Against Persons rate per 1,000 = 23.6 per 1,000 population

In that same year, the Washington state average for Crimes Against Persons rate per 1,000 = 14.08 per 1,000 population

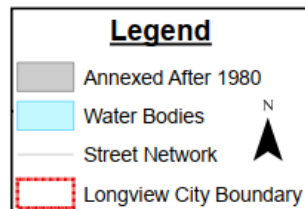
*In 2022, LV's Crimes Against Persons rate per, 1000 was 68% higher than the state average.

Longview Population historical change

- Longview's population has increased by 22.8% since 1980.
- LPD's patrol staffing levels have remained the same since 1980.
- *population data obtained from Washington State Officer of Financial Management
- Historical estimates of population by cities.



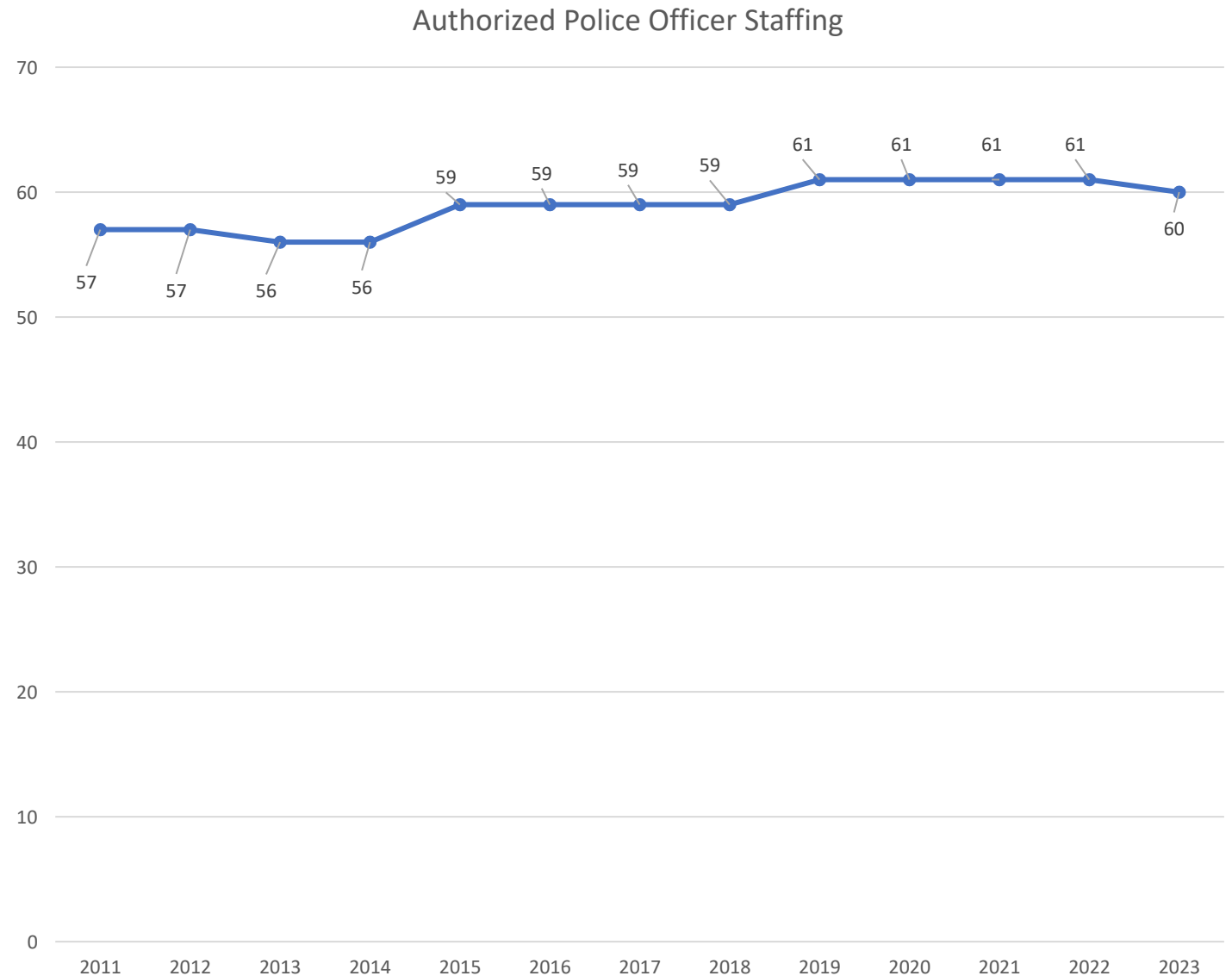
City of Longview Annexations



15.33 square miles

Police Officer Staffing Historical Chart

- **2015** – 3 officers added by city council (SCU)
- **2019** – DV Detective (grant funded) + DV Detective (city)
- **2023** – grant funded DV detective ended



How Police Work has changed

- Officers complete data entry into police records management system
- Types/volume of information collected for a police report has increased overtime including additional reporting requirements for domestic violence cases, any incident that results in force or a pursuit or other high liability police actions.
- Body worn camera video tagging, uploading, routing, supervisor review, sending to prosecutor.
- In 2023, there were 51,044 body worn camera videos uploaded by officers to our Evidence Library. If multiple officers respond to an incident, there will be a video from each officer.
- Number of high priority calls & percentage of call load has increased. High priority calls require multiple officer response.

How Police Work has changed (continued)



Significantly increased training requirements over the last 10 years (de-escalation, use of force, patrol tactics). How officers respond to a call – slow it down to increase safety to everyone. Time spent per call has increased.



Nature of calls – significantly more mental health/crisis calls

Crisis Calls For Service

Call Type	2010	2019	2020	2021	2022	2023
ITA	65	175	166	100	146	171
MENTAL	147	454	488	657	696	634
OD	73	87	94	108	126	131
SUICI	220	164	156	166	165	122
WELF	1449	1590	1525	1711	1606	1742
TOTAL	1954	2470	2429	2742	2739	2800

43% increase in crisis calls from 2010 – 2023 (13 year time period)

Workload

	1980	2023
Minimum Patrol Staffing	1 Sergeant 4 patrol officers	1 Sergeant 4 patrol officers
Call volume	28,440	43,668
Population	31,055	38,000
Required to complete one police report	Write name, property information and short narrative on piece of paper, package and log property for evidence	• Log into dispatch (CAD). • Log into records system (Spillman). • Complete data entry on names, location, property, • Enter narrative into spillman. • Complete paper form for evidence. • Download photos/video evidence. Store on digital media. • Package/submit evidence • Provide crime victim information to victims. • More call types require reports now. Some reports require additional forms (DUIs, Domestic Violence, any calls that result in force, traffic collisions) • Download body worn camera, tag video. • Significantly more training is now required to use/operate all of the police equipment/technology solutions of modern police work.
Sworn Officers	51	60

Officer per 1,000 population

- Washington state officer per 1,000 is lowest in the entire nation.
- Longview officer per 1,000 ratio – 1.57 per 1,000 (60 officers/38,110 population X 1,000 population)
- National average for officers per 1,000 - 2.31 per 1,000
- To bring Longview up to the national average for officers per 1,000 population, LPD would need to add **new 28 officers** ($88/38,100 \times 1,000 = 2.31$ officers per 1,000 population).
- When staffing levels are this low, the safety of our officers are at risk and of the public if officers are waiting for a back up officer to clear an in-progress call to go to the next in progress call.

Why is additional police officer staffing needed?

- Annexations of west Longview since 1980.
- Call volume increase
- Complexity/length of time per call/report increase/ technology (BWC)
- Safety of officers & the public
- Increased time in field training of new officers (Average is 12 months from hire to release to solo patrol).



LPD Request for Increased Police Staffing

Item	Quantity	Unit Cost	Total Cost
Police Officer salary & benefits	6	\$131,250	\$787,500
Pre-employment exam	6	\$300	\$1,800
Training (includes ammunition)	6	\$2,000	\$12,000
Uniforms & Equipment (jumpsuits, bulletproof vest, taser, duty gear, academy gear, uniforms, nametag, firearm, body camera, radio)	6	\$6,500	\$39,000
Uniform Cleaning	6	\$100	\$600
Cell Phone monthly service	6	\$600	\$3,600
Vehicle purchase (includes vehicle upfitting, MDT, sector equipment) *	2	\$93,000	\$186,000
Vehicle Rent & Depreciation	2	\$16,000	\$32,000
		2025 TOTAL	\$1,062,500

* One time purchase

Revenue Sources



1/10TH OF 1% SALES TAX
LEVY



GENERAL FUND BUDGET



?????

**PROFESSIONAL SERVICES AGREEMENT WITH EXIGY, LLC, D.B.A.
EXIGY CONSULTING**

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Professional Services agreement with an experienced Consultant to guide City executive staff and council through the 2025-2026 biennial budget process. The consultant brings a wealth of specialized knowledge and experience and has a proven track record of success across various government entities. In addition, their outside perspective will be an asset for the City of Longview to capitalize on during this process. The consultant is engaged on a part-time basis and not to exceed \$120,000 for 2024 and will ensure continuity in financial leadership and operations while maintaining the City leaderships confidence.

The expertise, cost efficiency, objectivity, flexibility, strategic guidance, and interim leadership capabilities the consultant provides can contribute significantly to the financial health and success of the City. By leveraging a consultant as a finance director, the City can tap into specialized skills and resources to navigate the complex financial landscapes and achieve a sustainable budget.

RECOMMENDED ACTION:

Approval of the Professional Services Agreement with Exigy, LLC, D.B.A. Exigy Consulting.

PROFESSIONAL SERVICES AGREEMENT

THIS professional services agreement is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON ("CITY") and EXIGY, LLC, D.B.A. EXIGY CONSULTING ("CONTRACTOR"), a Washington Limited Liability Company (each a "Party" and collectively the "Parties").

1. SERVICES BY CONTRACTOR

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. **Modification.** The City periodically may make changes to the services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor's compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The City shall pay the Contractor for such services: (Check One)
 - (X) Hourly: \$250 per hour, plus actual expenses, but not more than a total of \$120,000.
 - () Fixed Sum: A total amount of: _____.
 - () Other:

Payment to the Contractor for services rendered under this Agreement shall be as set forth above. Unless specifically stated herein, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract..

- 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.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- A. **Term.** This Agreement shall remain in effect until completion of the services described in Attachment A or December 31, 2024 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 writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City and constitute "work made for hire" as that phrase

is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work. Except as to data or information in the public domain or previously known to Contractor or required to be disclosed by law, subpoena or other process, the following shall apply:

(a) Correspondence, emails, reports and other electronic or written work product will be generated between the Contractor and City during the course of this Contract. This Contract and such work product in the possession of Contractor may be deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City shall be required, upon request, to disclose this Contract and all documents related to it unless an exemption under the Public Records Act or other laws applies. Contractor shall fully cooperate with and assist the City with respect to any request for public records received by the City related to the services performed under this Contract.

(b) Should City receive a request for disclosure, City agrees to provide Contractor ten (10) business days written notice of impending release, and to cooperate with any legal action which may be initiated by Contractor to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by Contractor, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure, and further provided that City shall not be liable for any release where notice was provided and Contractor took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to Contractor according to the "Notice" provision herein. If the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record unless it makes an independent determination that the record is exempt from disclosure. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Contract or (b) the Contractor obligations under this Contract. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

(c) Contractor's failure to timely provide such records upon demand shall be deemed a material breach of this Contract. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Contractor shall fully indemnify and hold harmless City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts. The provisions of this section shall survive the expiration or termination of this Agreement.

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. **Indemnification.** The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, elected officials, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the 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.
- B. **Industrial Insurance Waiver.** With respect to the performance of this Agreement and as to claims against the City, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

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. 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.
- C. No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

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. 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. Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

- C. **Standard of Care.** The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
- D. **Third Party Beneficiaries.** This agreement is intended for the benefit of the City and Contractor and not for the benefit of any third parties.
- E. **Right to Review.** This contract is subject to review by any federal or state auditor. The City shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by City agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.
- F. **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.
- G. **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.
- H. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- I. **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:
1525 Broadway Street
PO Box 128
Longview WA 98632
360-442-5600

CONTRACTOR:
702 Spring Street Apt. W812
Seattle, WA 98104
(360) 975-9466

- J. **Legal Fees/Venue.** 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.
- K. **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.
- L. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.
- M. **Construction.** This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

12. 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 _____, 2024.

CONTRACTOR

CITY OF LONGVIEW

By: Jeffrey Swanson

By: _____

Printed Name: Jeffrey Swanson

Printed Name: _____

Title: Principal, Managing Director

Title: _____

Address: 702 Spring St #W812

Approved as to form:

City/State/ZIP: Seattle, WA, 98104

By: _____

Tax ID# 84-4477958

City Attorney

ATTACHMENT “A” SERVICES & COMPENSATION

Experienced Interim Finance Director to guide city executive staff and council through the 2025-2026 biennial budgeting process. This temporary leadership role will utilize their wealth of knowledge in public finance management, budgeting, and financial analysis while working closely with city officials, department heads, and the finance team to achieve budget calendar milestones, culminating in an adopted 2025-2026 biennial budget by December 31, 2024.

Key Responsibilities:

- Guide the city through the 2025-2026 budget preparation process
- Collaborate with city leadership to ensure alignment of budgetary goals with strategic priorities.
- Monitor and analyze city’s revenue, expenditures, and fund balances to assess financial condition and provide guidance on short and long-term financial planning.
- Ensure compliance with all applicable laws, regulations, and guidelines related to municipal finance with respect to preparation of 2025-2026 biennial budget.
- Prepare and present financial reports, financial information, and budget updates to the city council as directed by City Manager/designee.
- City Finance Department personnel to perform technical accounting, reporting, compliance, and internal control functions under the direction of City Manager/designee. Consultant to advise and provide additional support as needed at the direction of City Manager/designee.

Key Qualifications:

- Proven experience in a senior financial management role, preferably within a municipal environment.
- Extensive knowledge of budgeting, financial analysis, and municipal finance and budgeting laws and regulations.
- Strong leadership, communication, and interpersonal skills.
- Proficiency using financial management software and tools. City to provide read-only access to financial systems such that Consultant may review financial data and reports.
- High level of integrity, transparency, and ethical conduct.

Commitment:

- Approximately 20 hours per week with flexibility to meet the city’s needs.
- On-call availability, as needed, to address urgent financial matters.

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 Contractor’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City of Longview’s recourse to any remedy available at law or in equity. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Scope of Insurance with Associated Limits

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

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence /\$1,000,000 annual aggregate,
2. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
3. Professional Liability insurance appropriate to Contractor’s profession shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
5. Stop/Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,

B. Self-Insured Retentions

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

C. Other Insurance Provisions.

Commercial General Liability policies shall be endorsed to include the City, its officials, employees, and volunteers named as additionally insured.

Contractor obtained insurance shall be primary as respects any insurance or self-insurance maintained by the City,

Any insurance, self-insurance, or self-insured pool maintained by the City of Longview shall be in excess of the Contractor’s insurance and shall not contribute with it,

Each contractor provided insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City and will remain in effect throughout the duration of this Agreement.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City. Generally insurance will be placed with insurers with a current A.M Best rating of not less than A:VII

E. Verification of Coverage

Contractor shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the contractor. The certificates are to be received and approved by the City prior to work commencing. The City reserves the right to verify insurance policies and associated coverages at any time.

G. Notice of Cancellation

The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. 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 City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

I. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

J. Subcontractors

Contractor shall require all subcontractors to provide equivalent coverage which complies with the requirements stated herein.



City of Longview

Agenda Summary

ARPA FUNDS REVIEW AND STAFF RECOMMENDATIONS

RECOMMENDED ACTION:

MOTION TO ADD TWO STAFF RECOMMENDED PROJECTS TO BE PAID FOR WITH ARPA FUNDS.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.

SUMMARY STATEMENT:

American Rescue Plan Act (ARPA) funds have been recognized as revenue replacement to the general fund. Several of the infrastructure projects that were originally earmarked have been determined unfeasible. This leaves funds potentially available for alternative projects. Council will receive a presentation and staff recommendations related to the one-time ARPA funds.

FINANCIAL SUMMARY:

\$3,057,481 remaining ARPA funds

STAFF CONTACT:

Chris Collins, Public Works Director/ Assistant City Manager

Attachments:

1. American Rescue Plan Act (ARPA)

AMERICAN RESCUE PLAN ACT (ARPA)

July 9th, 2024

Chris Collins, Public Works Director/ Assistant City Manager

Description	Orig Budget	2021-2022 ARPA Expended through 12/31/22	2023 ARPA Expended through 12/31/23	2024 ARPA Expended through 04/30/24	Total ARPA Expended through 04/30/24
INFRASTRUCTURE					
Dedicated Fill Line (Phase I**)	\$2,000,000	\$100,095	\$0	\$0	\$100,095
Mt. Solo Slide/Water Main Repair	\$0	\$0	\$0	\$0	\$0
Beech Street Box Culvert	\$80,320	\$80,106	\$213	\$0	\$80,320
MV Golf Course - Storm water Irrigation	\$25,270	\$21,749	\$3,516	\$0	\$25,265
Clark Creek Master Water Pump Station	\$3,960	\$3,030	\$931	\$0	\$3,961
Indian Creek detention facility	\$67,400	\$62,593	\$4,809	\$0	\$67,402
	\$2,176,950	\$267,573	\$9,468	\$0	\$277,042
UTILITIES (DEVELOPER SUPPORT)					
3808 Pennsylvania (HOSWWA SW/Conn.)	\$250,000	\$0	\$0	\$0	\$0
236 30th Avenue (Upsizing pipe)	\$64,080	\$64,080	\$0	\$0	\$64,080
	\$314,080	\$64,080	\$0	\$0	\$64,080
OTHER AND REVENUE REPLACEMENT					
COVID-related Library Projects	\$62,520	\$57,738	\$4,782	\$0	\$62,520
MFFP Cyber Security	\$45,000	\$0	\$4,625	\$3,438	\$8,063
		\$0	\$11,131	\$0	\$11,131
Alabama Street Cleanup	\$151,000	\$127,928	\$21,895	\$0	\$149,823
Fishers Lane Demolition	\$2,418,410	\$12,519	\$1,310,678	\$0	\$1,323,198
Grant Match for Library Windows/HVAC	\$750,000	\$124	\$471	\$749,405	\$750,000
AA Parks Building	\$1,126,000	\$500,000	\$626,000	\$0	\$1,126,000
CSLRF-Public Safety Operating Costs	\$1,056,040	\$1,056,042	\$0	\$0	\$1,056,042
Council Chambers System Upgrades			\$0	\$0	
DES Energy Savings Building Improvements			\$0	\$0	
Contingency	\$12,084	\$0	\$0	\$0	\$0
	\$5,621,054	\$1,754,351	\$1,979,582	\$752,843	\$4,486,776
Total	\$8,112,084	\$2,086,004	\$1,989,050	\$752,843	\$4,827,897

Revised plan and proposed changes

Description	Orig Budget	Revised ARPA Funding	Engineering Estimates and Other Information Total Cost of Project (all funding sources)	Estimated Date of Completion
INFRASTRUCTURE				
Dedicated Fill Line (Phase I**)	\$2,000,000	\$0	Other federal funding has been found for this project	N/A
Mt. Solo Slide/Water Main Repair	\$0	\$0	FEMA funding came through for this project	N/A
Beech Street Box Culvert	\$80,320	\$80,320	\$13 million (in 2019; \$2,295,528 bid was rejected and rebid at \$2,681,153)	Capped Jun 2023
MV Golf Course - Storm water Irrigation	\$25,270	\$25,265	> \$1 million	Capped Jun 2023
Clark Creek Master Water Pump Station	\$3,960	\$3,961	No estimate, \$3 mill Fed	Capped Jun 2023
Indian Creek detention facility	\$67,400	\$67,402	Plan to address DNR culvert removal	Capped Jun 2023
	\$2,176,950			
UTILITIES (DEVELOPER SUPPORT)				
3808 Pennsylvania (HOSWWA SW/Conn.)	\$250,000	\$250,000	\$250K + \$800K HOME-ARP Funding = \$1,050,000	2024
236 30th Avenue (Upsizing pipe)	\$64,080	\$64,080	N/A	Capped Dec 2022
	\$314,080			
OTHER AND REVENUE REPLACEMENT				
COVID-related Library Projects	\$62,520	\$62,520	N/A	Capped Jun 2023
MFFP Cyber Security	\$45,000	\$19,193	IT used another grant to complete the project	Capped Apr 2024
Alabama Street Cleanup	\$151,000	\$149,823	Completed	2023
Fishers Lane Demolition	\$2,418,410	\$1,400,000	Low bidder at \$1,271,350 + contingency for change orders	Apr-23
Grant Match for Library Windows/HVAC	\$750,000	\$750,000	2023 estimate \$2.3 million (Feb 22 Estimate?)	Fall 2023
AA Parks Building	\$1,126,000	\$1,126,000	\$1,418,082.59 (project not eligible for \$626,000 CDBG Funding)	2024
CSLRF-Public Safety Operating Costs	\$1,056,040	\$1,056,040	N/A	2022
Council Chambers System Upgrades		\$250,000		2021
DES Energy Savings Building Improvements		\$2,807,481		2024
Contingency	\$12,084	0		N/A
	\$5,621,054	\$8,112,084		
		\$-	Unallocated ARPA Funds	
Total	\$8,112,084	\$8,112,084		

NEXT STEPS

Seeking a motion to add the staff recommended projects:

- Council Chamber and Training Room System Upgrades.
- DES Energy Savings Building Improvements.

Questions?