City of Longview

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

Agenda

City Council

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

Thursday, October 10, 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 by contacting the Clerk's Office to register prior to the hearing date. Virtual attendees may also submit written comments to the Clerk's Office with the heading, "Public Comment for disbursement to the City Council".

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

Telephone options (dial any of the following numbers):

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

Webinar ID: ***823 9413 2374***

1. **CALL TO ORDER**
2. **INVOCATION*/FLAG SALUTE**

   24-00883 CHRIS SHAW, CHURCH OF JESUS CHRIST
3. **ROLL CALL**

   24-00884 SWEARING IN OF FIRE CHIEF BRAD HANNIG
4. **WORKSHOP**

5. APPROVAL OF MINUTES

24-00954 SEPTEMBER 26, 2024 REGULAR MEETING

6. CHANGES TO THE AGENDA

7. PRESENTATIONS & AWARDS

24-00920 PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2024. RECIPIENT: JILL MATHEWS, EMERGENCY SUPPORT SHELTER MANAGER

24-00886 COMMUNITY PERCEPTION SURVEY RESULTS

8. CONSTITUENTS' COMMENTS (Thirty Minutes)

9. PUBLIC HEARINGS

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

24-00906 ORDINANCE NO. 3544 – PUD FRANCHISE AGREEMENT

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE MAYOR TO SIGN THE PUD FRANCHISE AGREEMENT.

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

14. CONSENT CALENDAR

24-00885 APPROVAL OF CLAIMS

24-00922 RESOLUTION NO. 2517 - JAG GRANT

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2517 AND AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY.

24-00955 RESOLUTION NO. 2518 - WINTER FEES AT THE MINT VALLEY GOLF COURSE FOR THE 2024/2025 SEASON & AMENDMENT OF CONFLICTING SECTIONS OF RESOLUTION NO. 2478

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2518

24-00905 PROJECT COMPLETION – SUBMERSIBLE MIXER AND CHLORINE BOOSTER SYSTEM

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE SUBMERSIBLE MIXER AND CHLORINE BOOSTER SYSTEM

24-00929 IAFF 3375 COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2025

RECOMMENDED ACTION:

MOTION TO APPROVE THE IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT FOR 2025.

24-00951 SET PUBLIC HEARING ON NOVEMBER 14, 2024 FOR PROPOSED ANNEXATION – 4511 OCEAN BEACH HWY AND ASSOCIATED PARCELS

RECOMMENDED ACTION:
MOTION TO SET A PUBLIC HEARING ON NOVEMBER 14, 2024

24-00953 PERIODIC UPDATE GRANT LETTER OF SUPPORT

RECOMMENDED ACTION:
MOTION TO HAVE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE CITY AS REQUIRED BY THE WASHINGTON DEPARTMENT OF COMMERCE'S PERIODIC UPDATE GRANT.

24-00777 SET PUBLIC HEARING ON OCTOBER 24, 2024 FOR PROPOSED REVENUE SOURCES FOR THE 2025 GENERAL FUND

RECOMMENDED ACTION:
MOTION TO SET PUBLIC HEARING ON OCTOBER 24, 2024

24-00963 PROFESSIONAL SERVICES AGREEMENT WITH THE SALVATION ARMY TO MANAGE THE SEVERE WEATHER SHELTER FOR THE 2024/ 2025 WINTER

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE PROFESSIONAL SERVICES AGREEMENT

15. CITY MANAGER'S REPORT

24-00923 FINAL SUMMARY OF BUDGET ADJUSTMENTS AND FINAL COUNCIL DIRECTION FOR THE 2025 AND 2026 BUDGET PREPARATION.

RECOMMENDED ACTION:
MOTION TO APPROVE THE SUMMARY OF CAPITOL IMPROVEMENT PROJECTS, ENHANCEMENTS, BUDGET REDUCTIONS AND GIVE STAFF DIRECTION FOR INCREASING REVENUE WITHIN THE GENERAL FUND.

24-00952 ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR ADA CURB CUTS

RECOMMENDED ACTION:
AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO SPEND $100,000 TO REPLACE ADA CURB CUTS

16. MISCELLANEOUS

17. EXECUTIVE SESSION

24-00853 PERFORMANCE OF A PUBLIC EMPLOYEE PER RCW 42.30.110(1)(g)

24-00930 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:

THURSDAY, OCTOBER 24, 2024 – 6:00 P.M.
THURSDAY, NOVEMBER 14, 2024 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, OCTOBER 17, 2024 – 6:00 P.M. – URBAN FORESTRY

NEXT SPECIAL COUNCIL MEETINGS:

THURSDAY, NOVEMBER 7, 2024 – 6:00 P.M. (NO MEETING NOVEMBER 28 - THANKSGIVING HOLIDAY)

City of Longview

1525 Broadway
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Minutes

City Council

Mayor Spencer Boudreau
Mayor Pro Tem Kalei LaFave
Council Member Ruth Kendall
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Council Member Erik Halvorson

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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

24-00887 COLE PRUITT, VALLEY VIEW CHURCH

After the invocation provided by Cole Pruitt of Valley View Church, 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 (on-line)*

***Staff Present**: Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Parks & Recreation Director Jen Wills, Police Chief Robert Huhta, Human Resources Director Sabrina Fraidenburg, Fire Marshall Jon Dunaway, Information Technology Director Mike Sullivan, Finance Director Consultant Jeff Swanson (on-line)*

4. WORKSHOP

5. APPROVAL OF MINUTES

A motion was made by Councilmember Kendall, seconded by Councilmember LaFave, to approve the September 12, 2024 Regular Meeting Minutes and September 19, 2024 Special Workshop Minutes. The motion carried unanimously.

24-00888 SEPTEMBER 12, 2024 REGULAR MEETING

24-00889 SEPTEMBER 19, 2024 SPECIAL WORKSHOP

6. CHANGES TO THE AGENDA

Mayor Boudreau stated the Executive Session for Performance of a Public Employee will be removed from the agenda; it will be held during the Council's October 10 regular meeting.

7. PRESENTATIONS & AWARDS

24-00890 PROCLAMATION - FIRE PREVENTION WEEK OCTOBER 6-12, 2024

Mayor Boudreau presented the proclamation to Fire Chief Jon Dunaway.

8. CONSTITUENTS' COMMENTS (Thirty Minutes)

Arlene Hubble provided public comment.
Jason Still provided public comment.
Tom Samuels provided public comment.
Glenda Johnson provided public comment.
Clint Hash provided public comment.
Derek Fine provided public comment.
A citizen, name unstated, provided public comment.

9. PUBLIC HEARINGS

24-00891 PUBLIC HEARING FOR INTERIM ZONING REGULATION – HIGHLANDS AREA

RECOMMENDED ACTION:
HOLD PUBLIC HEARING REGARDING THE RECENTLY ADOPTED INTERIM REGULATIONS PURSUANT TO THE REQUIREMENTS OF RCW 36.70A.390 AND RCW 35.63.220.

Community and Economic Development Director Nick Little presented.

The public hearing was opened at 6:35 p.m.
Written public comment was received from Jonathan Nicoli.
Jason Still provided public comment.
Robert Treacy provided public comment.
Desire provided public comment.
Clint Hash provided public comment.
A citizen, name unstated, provided public comment.

Mike Pederson provided public comment.
A citizen, name unstated, provided public comment.
Council discussed the presentation.
The public hearing was closed at 6:54 p.m.

There will be a Planning Commission Workshop in November.

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

12. MAYOR'S REPORT

24-00892 LETTER TO LEGISLATORS

Mayor Boudreau read a draft letter to the Legislators.
Council discussed the letter. The letter will be provided to the city's lobbyist.

Mayor Boudreau provided a report.
Tom Samuels provided public comment.
Jason Still provided public comment.

13. COUNCILMEMBERS' REPORTS

Councilmember Young provided a report.
Councilmember LaFave provided a report.
Councilmember Wean provided a report.
Councilmember Kendall provided a report.
Councilmember Wallis provided a report.

24-00893 SUBCOMMITTEE RECOMMENDATION OF SELECTION OF AN EXECUTIVE SEARCH FIRM FOR CITY MANAGER

Councilmember Kendall presented the subcommittee's recommendation. Recommended the firm Colin Baenziger & Associates.

A motion was made by Councilmember Halvorson, seconded by Councilmember Wallis, to enter into a contract with Colin Baenziger & Associates.
Jason Still provided public comment.
Tom Samuels provided public comment.
The motion carried unanimously.

14. CONSENT CALENDAR

Parks and Recreation Director Jen Wills explained the Shay Locomotive Maintenance Agreement.

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

24-00894 APPROVAL OF CLAIMS

24-00895 FIRST AMENDMENT TO THE SHAY LOCOMOTIVE MAINTENANCE AGREEMENT

RECOMMENDED ACTION:
MOTION TO APPROVE THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO THE MAINTENANCE AGREEMENT FOR THE SHAY LOCOMOTIVE

24-00903 SET PUBLIC HEARING FOR CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT(CAPER)

RECOMMENDED ACTION:
MOTION TO SET A PUBLIC HEARING ON OCTOBER 24, 2024 FOR PUBLIC COMMENT ON THE CAPER REPORT.

24-00904 BID REVIEW – 18TH AVE ADA RAMPS

RECOMMENDED ACTION:
MOTION TO ACCEPT THE LOW BID AND AWARD TO ADVANCED EXCAVATING SPECIALISTS IN THE AMOUNT OF $126,345.00

15. CITY MANAGER'S REPORT

24-00812 FUNDING & SUPPORT FOR MINT VALLEY GOLF COURSE

RECOMMENDED ACTION:
MOTION TO APPROVE BEGINNING LOW IMPACT FUNDING STRATEGY
Parks and Recreation Director Jen Wills and Golf Maintenance Manager Jim Nickerson presented.

A motion was made by Councilmember Wean, seconded by Councilmember Young, to follow staff recommendations on low impact funding strategy and bring back rates.
Jason Still provided public comment.
Kenneth Pence, Golf Course Advisory Committee Chair, provided public comment.
Art Burkmeyer provided public comment.
Glenda Johnson provided public comment.
Council discussed the presentation.
The motion carried unanimously.

A motion was made by Councilmember Wean, seconded by Councilmember LaFave, to direct staff to work with the Department of Commerce and our Legislators to reallocate the irrigation funding grant to different types of irrigation projects, specifically the Big Band-Aid project.
Council discussed.
An amendment was made by Councilmember Halvorson, seconded by Councilmember Kendall, to add to the end of the main motion, to further direct staff to implement the $10,000 test on Hole 3.
The amendment carried unanimously.

The main motion as amended carried unanimously.

24-00897 ORDINANCE NO. 3544 – PUD FRANCHISE AGREEMENT - FIRST READ

RECOMMENDED ACTION:
NONE
Public Works Director/Assistant City Manager Chris Collins explained the franchise agreement.
Steve Taylor, Cowlitz PUD Director of Regulatory and Regional Affairs, was present and clarified the length of the agreement and thanked the city for their work.
The final document will come back to the council for final adoption at the Council's October 10 regular meeting.

24-00896 BUDGET WORKSHOP RESULTS / COUNCIL DIRECTION

RECOMMENDED ACTION:

MOTION TO APPROVE THE FINDINGS OF THE SEPTEMBER 19TH 2024 BUDGET WORKSHOP AND INCORPORATE THE RESULTS INTO THE 2025 AND 2026 BUDGET GENERAL FUND BUDGET.

Public Works Director/Assistant City Manager Chris Collins presented the direction from the council's September 19 Workshop. Would also like to work on a long-term revenue strategy.

A motion was made by Councilmember Young, seconded by Councilmember Wean, to pull the B & O decision for the Council's October 10 regular meeting and direct staff to send notifications to businesses affected and issueprepare a Press Release.
Council discussed the B & O rate.
Jason Still provided public comment.
Glenda Johnson provided public comment.
A citizen, name unstated, provided public comment.
The motion carried unanimously.

A motion was made by Councilmember Young, seconded by Councilmember Kendall, to direct staff to bring back the other budget recommendations.
Tom Samuels provided public comment.
Jason Still provided public comment.
The motion carried unanimously.

16. MISCELLANEOUS

17. EXECUTIVE SESSION

24-00852 PERFORMANCE OF A PUBLIC EMPLOYEE PER RCW 42.30.110(1)(g)

Removed from the Agenda; will be held during the Council's October 10 regular meeting.

24-00898 COLLECTIVE BARGAINING PER RCW 42.30.140(4)(a)

The City Council, Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, Human Resources Director Sabrina Fraidenburg entered Executive Session at 8:45 p.m. pursuant to RCW 42.30.140(4)(a) Collective Bargaining for a period of 10 minutes. At 8:50 p.m. all parties entered the second Executive Session. No decisions were made.

24-00921 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

The City Council, Interim City Manager Jim Duscha, Public Works Director/Assistant City Manager Chris Collins, Interim City Attorney Charlotte Archer, entered Executive Session at 8:50 p.m. pursuant to RCW 42.30.110(1)(i) Potential Litigation for a period of 15 minutes. At 9:05 p.m. Executive Session was continued for 10 minutes. At 9:15 p.m. all parties came out of Executive Session. No decisions were made.

18. ADJOURNMENT

The meeting was adjourned at 9:15 p.m.

Tiffany Ostreim
City Clerk

Approved:_____
Mayor

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, OCTOBER 10, 2024 – 6:00 P.M.
THURSDAY, OCTOBER 24, 2024 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, OCTOBER 17, 2024 – 6:00 P.M. – URBAN FORESTRY

Proclamation

City of Longview, Washington

Domestic Violence Awareness Month

October 2024

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

***WHEREAS**, 48.4% of women and 48.8% of men in the US have been subjected to psychological aggression by an intimate partner during their lifetime; and*

***WHEREAS**, in 2023, domestic violence offenses made up 47.9 of all crimes against people; and*

***WHEREAS**, comparatively Washington state ranks 9th in the nation for domestic violence: 41.4% of women and 31.7% of men in Washington state experience intimate partner physical violence, rape or stalking in their lifetimes; and*

***WHEREAS**, 65% of all murder-suicides involve an intimate partner, 96% of those victims are female, 56% of intimate partner homicides are committed with a firearm and women account for 80% of the victims; and*

***WHEREAS**, 60% of children are exposed to adult domestic violence each year; and*

***WHEREAS**, domestic violence victims are robbed of their autonomy, liberty, security, and face tremendous threats to their health and safety; and*

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

***NOW, THEREFORE**, I, Spencer Boudreau, Mayor of the City of Longview, Washington, do hereby proclaim the month of October 2024 as **Domestic Violence Awareness Month** in the City of Longview. I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Emergency Support Shelter.*

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 10th day of October 2024.

_____

Spencer Boudreau, Mayor

City of Longview
Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

DATE: October 3, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Address quality of place issues
Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City of Longview conducted its inaugural community-wide online survey from August 13 to September 15, 2024, in collaboration with Riley Research Associates. This initiative was a response to the Council's request for gathering community feedback on city priorities for the upcoming biennium. The survey attracted participation from 823 Longview residents and 178 non-residents.

The survey was designed to:

1. Gather insights and preferences from Longview residents
2. Inform the Council's decision-making process for city priorities
3. Aid in the potential development of a strategic city plan
4. Establish a benchmark for future community surveys

The survey employed an opt-in methodology, which means it cannot be considered scientifically representative. Opt-in surveys typically reflect the opinions of individuals who feel more strongly about the subject matter, as opposed to surveys that aim to include a broader cross-section of the population. Despite this limitation, the sample size of 823 Longview residents provides a reasonable level of accuracy. The results can be considered accurate within a margin of error of approximately +/- 3.5% at a 95% confidence level.

This comprehensive approach aims to provide valuable data to guide Longview's future direction and enhance responsiveness to community needs. The survey results will get presented at the Council meeting and aims to serve as a foundation for the Council's decision-making process and potentially contribute to the development of a strategic plan for the city.

STAFF CONTACT:
Angela Abel

Community Perception Survey

October 10, 2024

Agenda

01 INTRODUCTION

02 DEMOGRAPHICS

03 RESULTS

04 CONCLUSIONS AND TAKEAWAYS

Survey Overview

Purpose: Assess satisfaction and priorities of Longview residents across various departments and services.

Methodology: Online survey conducted by Riley Research from August 13 to September 16, 2024. 13 questions (2 qualitative), 4 demographics

Disclaimer: Non-scientific survey with an opt-in sample; margin of error +/- 3.5% with a 95% confidence. Opt-in surveys tend to reflect the responses of people who feel more passionately about the topic, compared to surveys that reach out to include a broader cross-section of the population. A true random sample of the community would most likely be more positive.

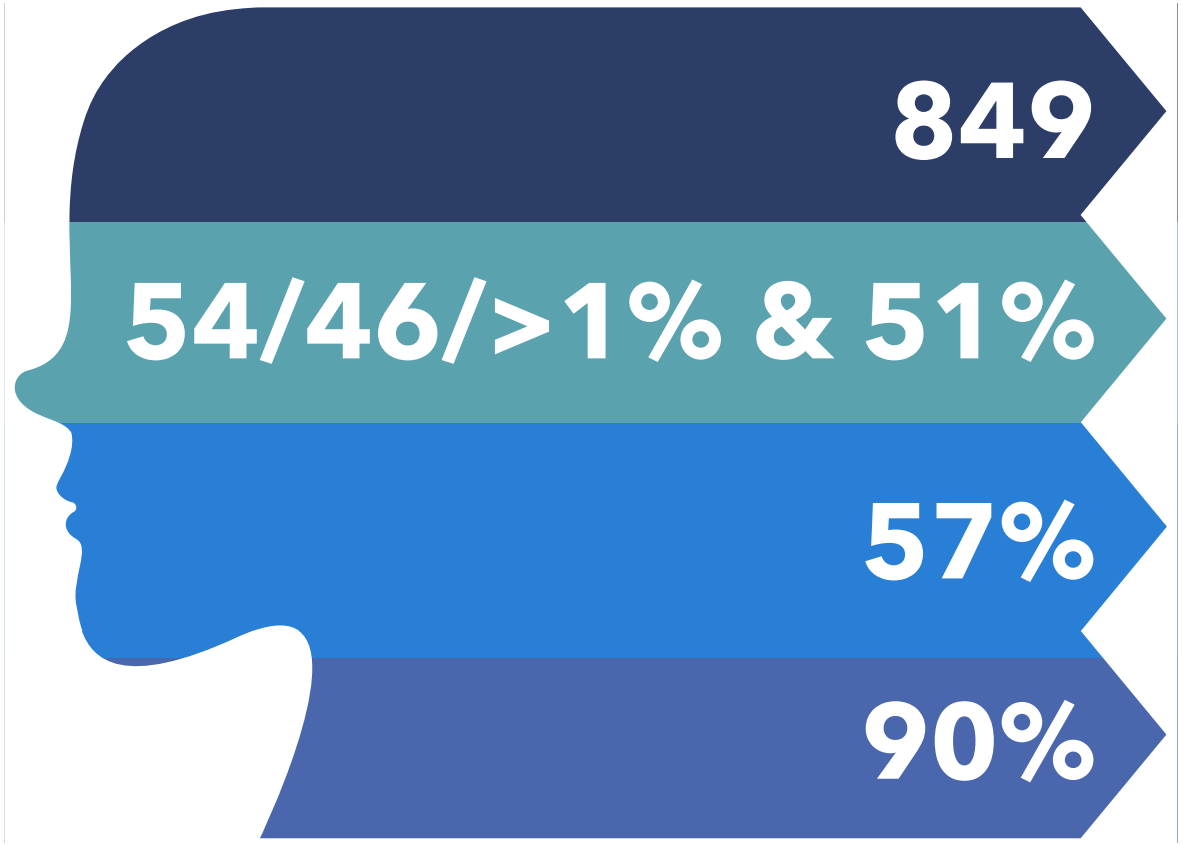
Two Gentle Reminders

1. Lots of changes

2. Feedback is a gift

"Honesty is a very expensive gift; Don't expect it from cheap people."
-Warren Buffet

Demographics



TOTAL RESPONDENTS
Longview residents

GENDER & AGE
Female/Male/Non-Binary & 50+

LENGTH OF RESIDENCY
Lived here 20+ years

VOTER REGISTRATION
87% frequently/always voting

Overall Satisfaction with City

6%
9-10 out of 10

73%
4-8 out of 10

21%
1-3 out of 10

AVERAGE: 5.4 OUT OF 10

Main Themes

INFRASTRUCTURE
36%

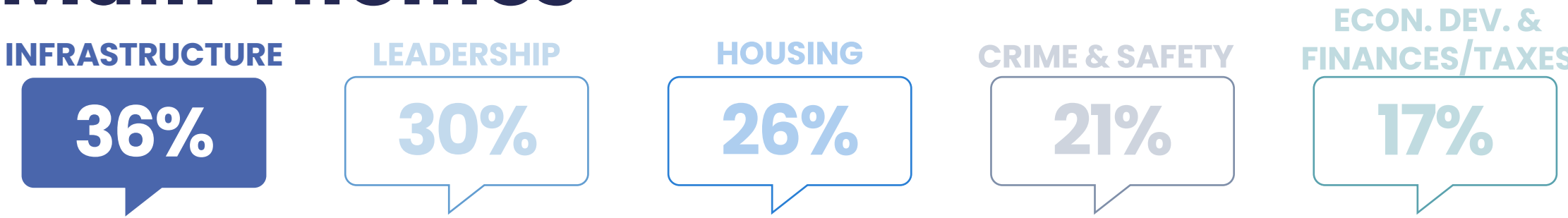
LEADERSHIP
30%

HOUSING
26%

CRIME & SAFETY
21%

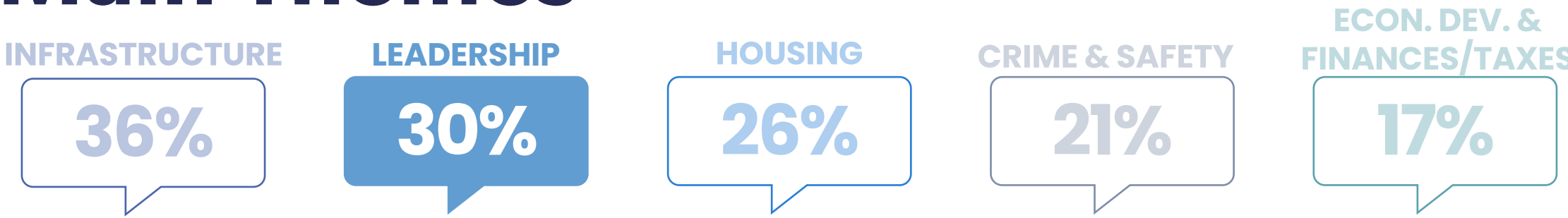
ECON. DEV. & FINANCES/TAXES
17%

Main Themes



- Buildings, roads & sidewalks, street lights
- Bike lanes
- Water, poor drains and sewers
- Dirty town / trees and weeds not trimmed
- Traffic congestion, inadequate parking spaces
- Expensive utilities

Main Themes

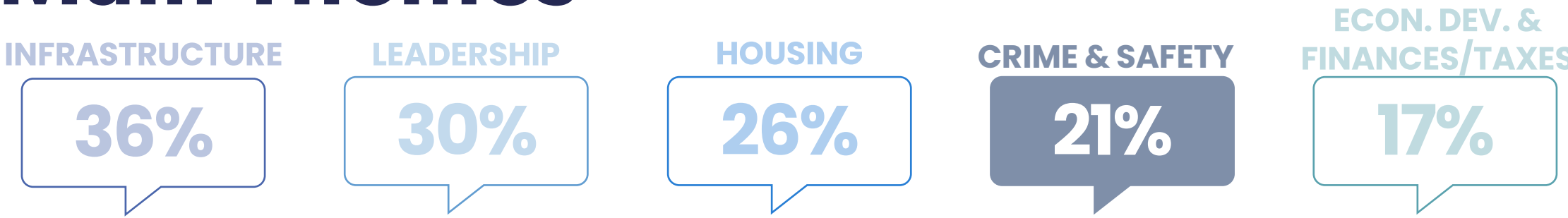


- City Council / Mayor / City Manager
- Cops, law enforcement, judges
- Chaotic / dysfunctional
- Mission / values not aligned with resident needs

Main Themes

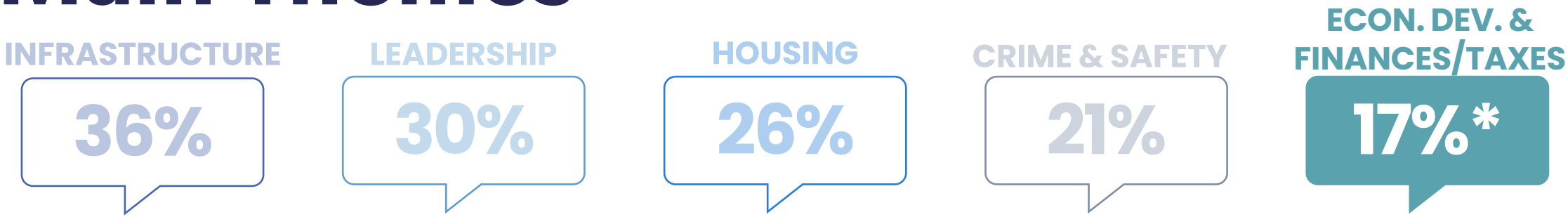
- Homelessness, urban camping, littering
- Lack of affordable housing, high rents

Main Themes



- Drug abuse
- Less safety
- Increased crime
- Not enough activities for youth / children

Main Themes



- Inefficient use of tax dollars
- High taxes
- Loss of funding / bonds / contracts to fund projects, lawsuits & bankruptcy issues

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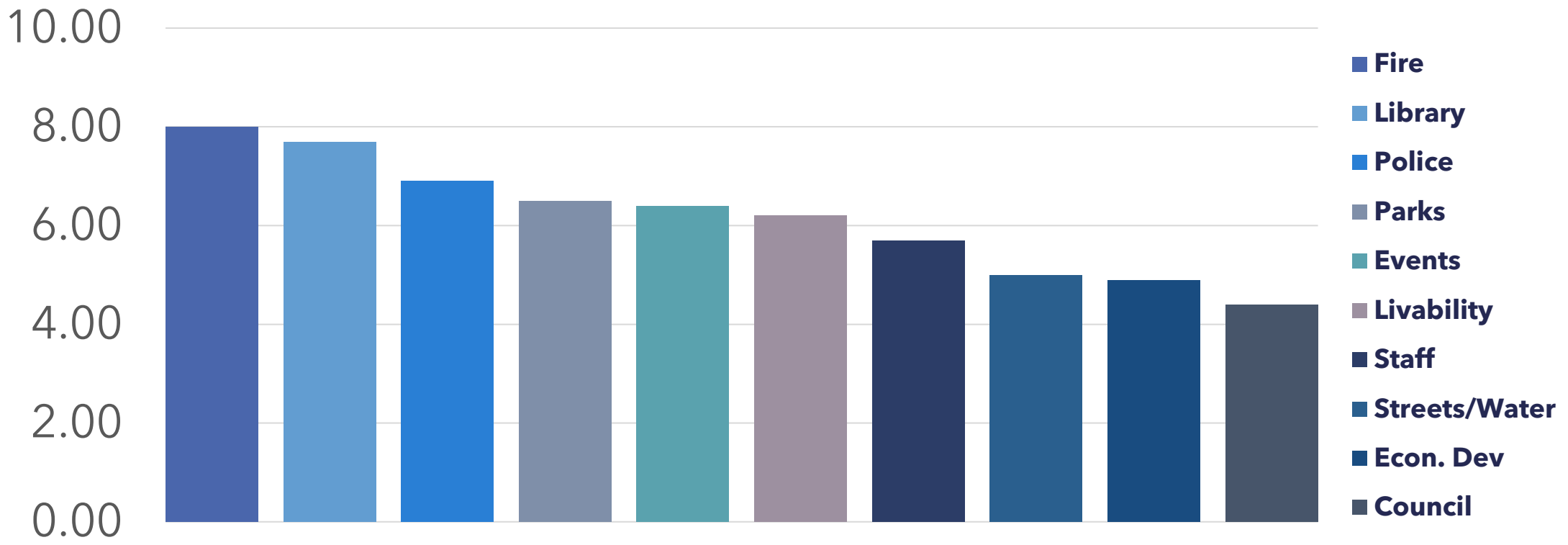
- Downtown / waterfront / small business revitalization needed
- Negative comments on community programs / cultural events
- Need more diverse retail stores (shopping, restaurants)

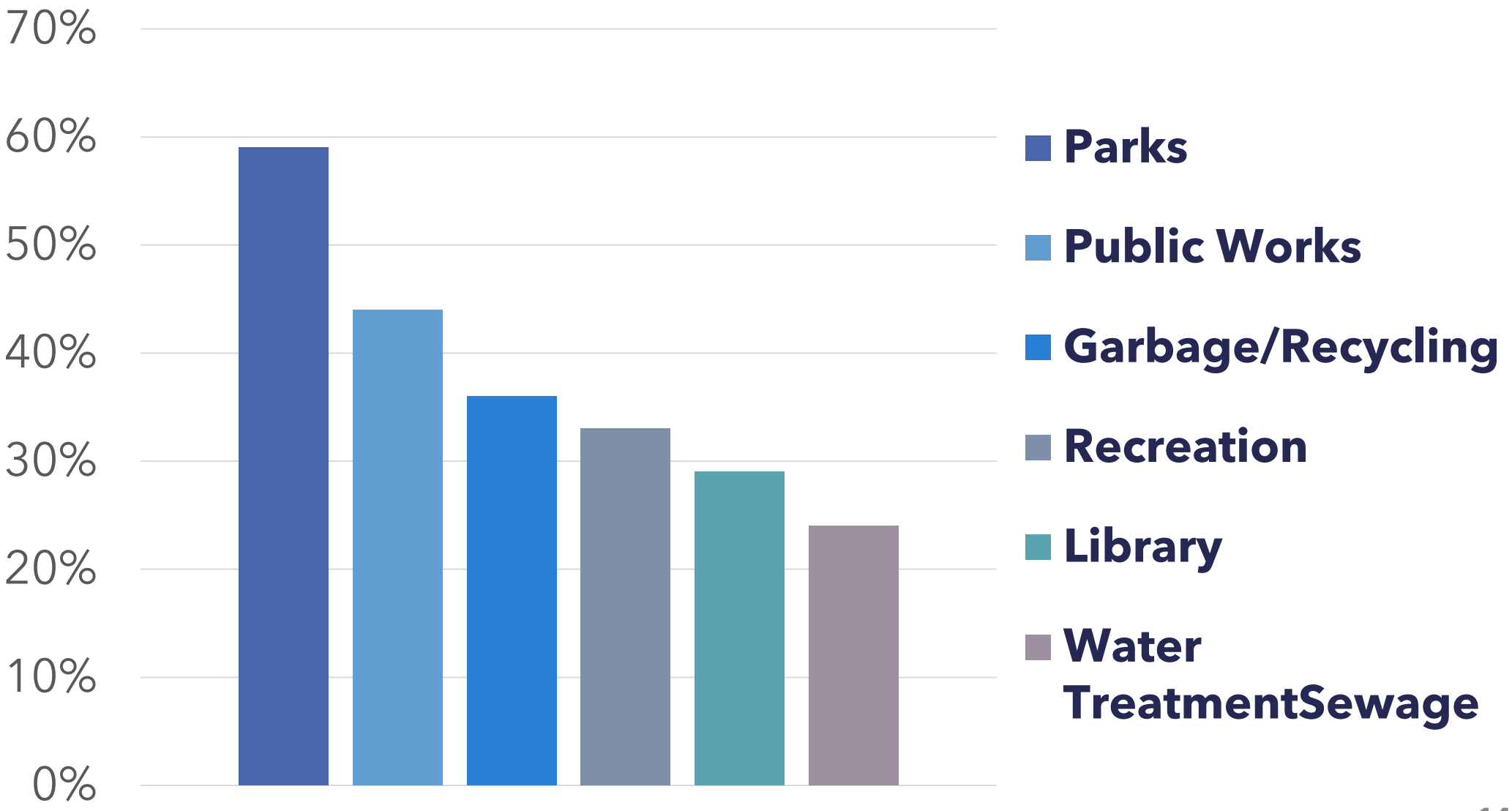
***17% Economic Development and 17% for Finance/Taxes**

Department Performance Ratings

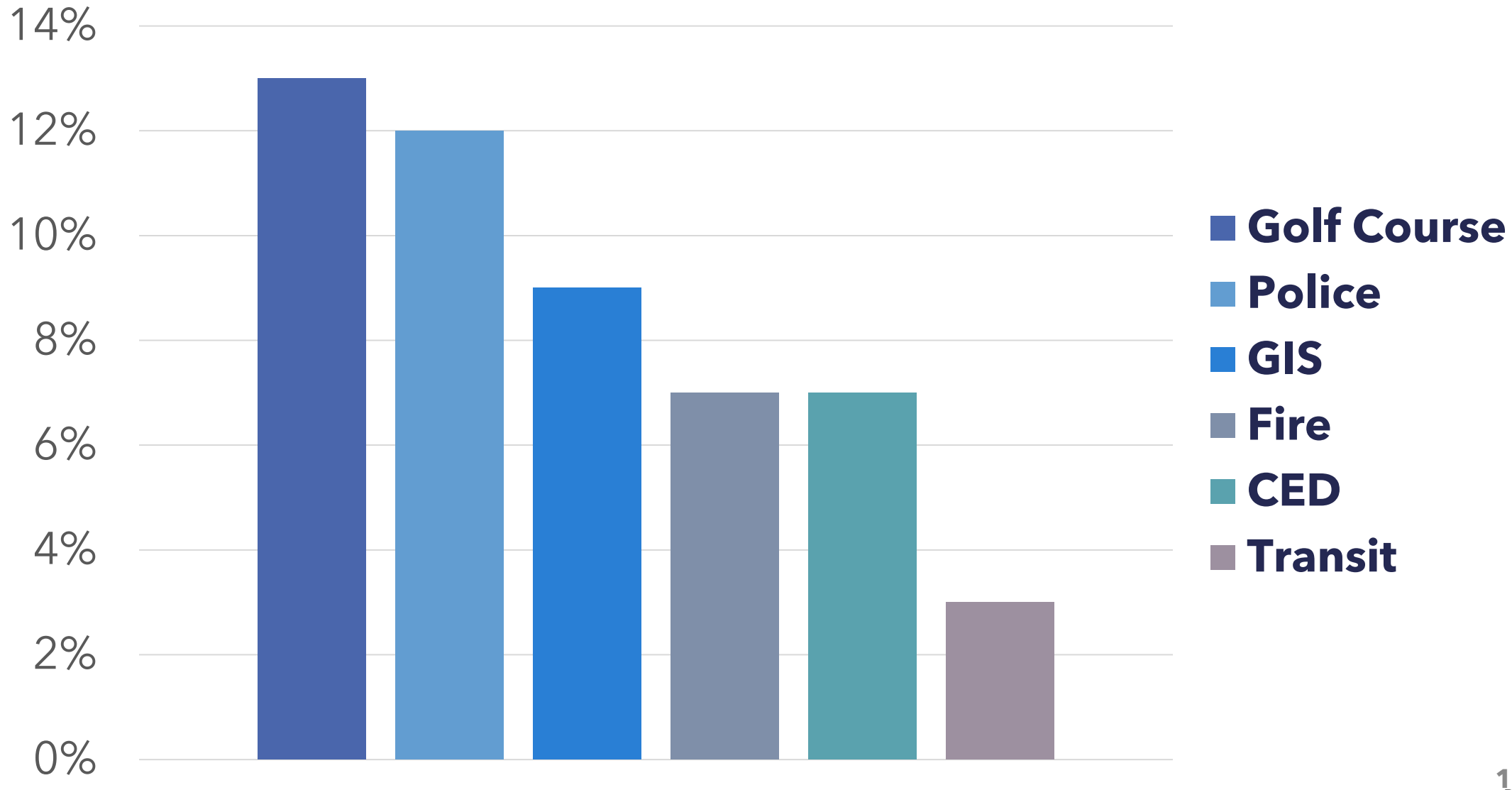


According to the research company: "It's unusual that the overall rating for the city is not somewhere in the middle of the department ratings. It's like some have a grudge against the city but they admit it's doing well in most areas. Attracting desired retail should help."

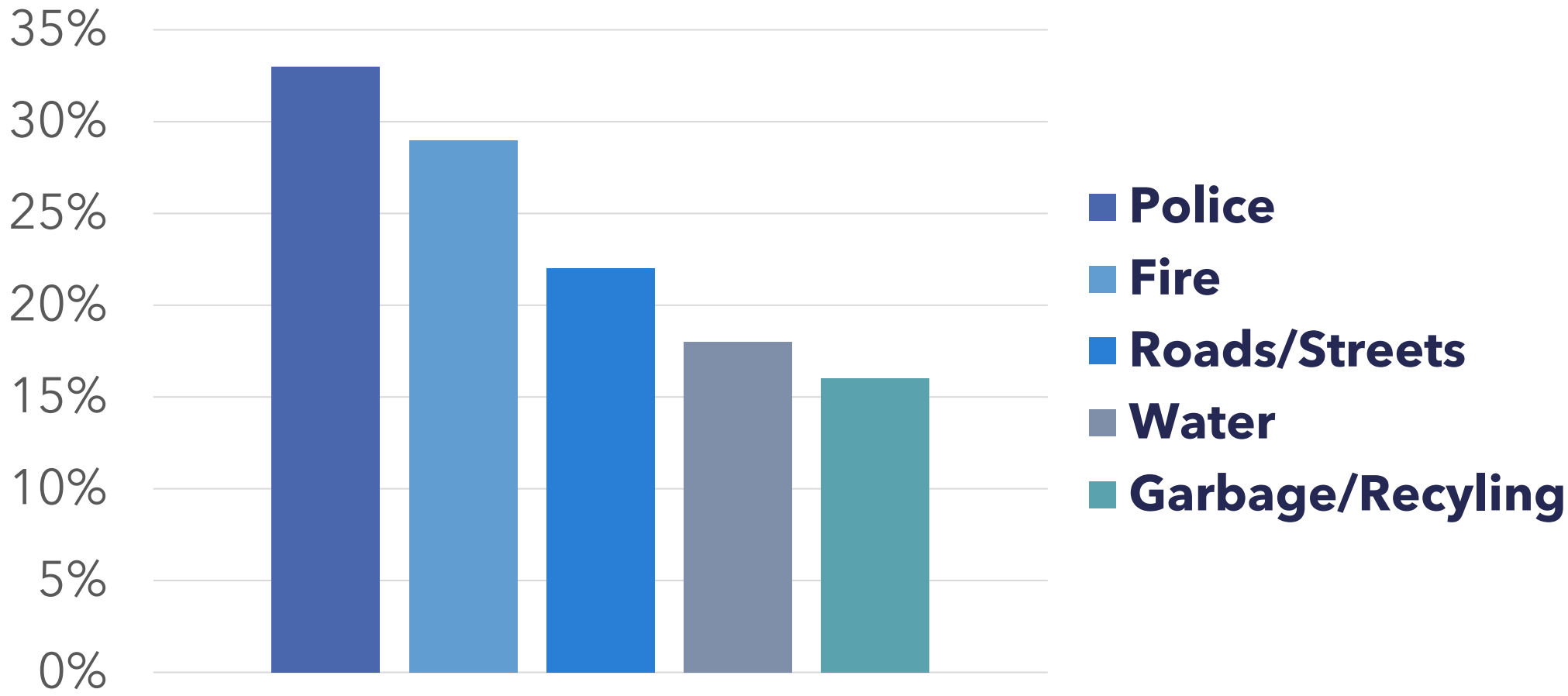
Most Frequent Interactions



Least Frequent Interactions



Budget Priorities



The column on the left reflects the department that received the highest percentage of "First Priority" mentions. The next column reflects the department receiving the most "Second Priority" mentions, etc.

Public Safety

Traffic management and patrols were of particular concern to residents 50+ who rated it a 6.6 in contrast to those under 50 who rated this issue at just 5.4.

Method of Travel

GAS/DIESEL - POWERED VEHICLES — **88%**

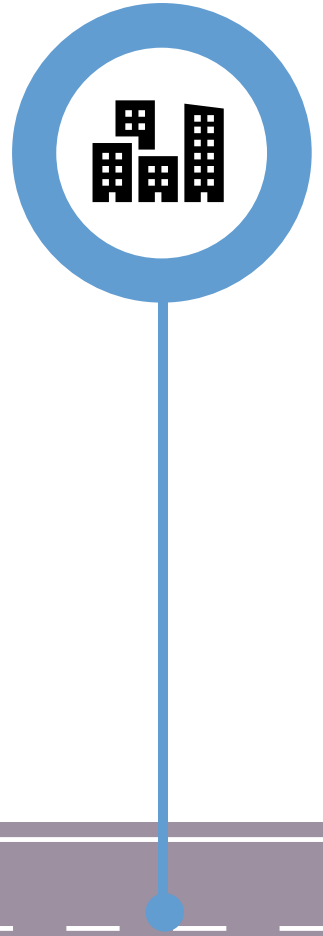
34% — **CARPOOL, RIDESHARE**

WALKING & BIKING — **65%**

Honorable mention

- EVS
- PUBLIC TRANSIT
- SIDE-BY-SIDES
- ATVS
- ELECTRIC BIKE/SCOOTER

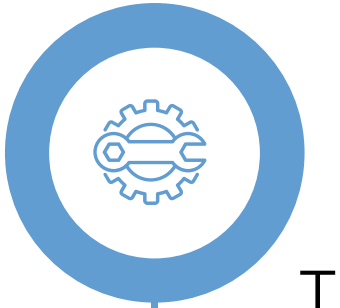
Support Economic Growth



Community Improvements and Economic Development

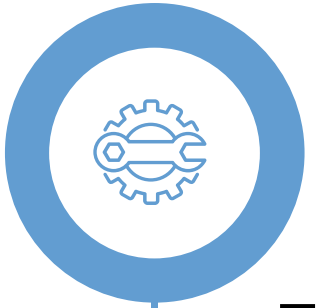
- Costco & Trader Joes, and other popular retailers
- More family activities and recreation
- Less Starbucks, more restaurant diversity
- More family wage job opportunities, industrial and high-tech manufacturing
- Two groups emerged: a majority **supporting pro-growth and development**; and a notable minority advocating for a **slower, more thoughtful approach that balances growth with preserving the community's existing qualities**.

Eco. Dev. Group 1: Majority



The **first group** supports bringing in new businesses, creating job opportunities, and focusing on economic growth. The comments suggest that many people in Longview see economic growth as a solution to the challenges they face, such as limited job opportunities and a need for more local amenities.

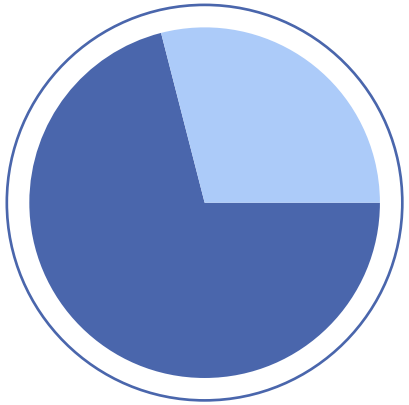
Eco. Dev. Group 2: Notable minority



The **second group**, which emphasizes cautious, sustainable growth and preserving local character. This group tends to prioritize small businesses, community-oriented development, and concerns about rapid expansion disrupting Longview's identity.

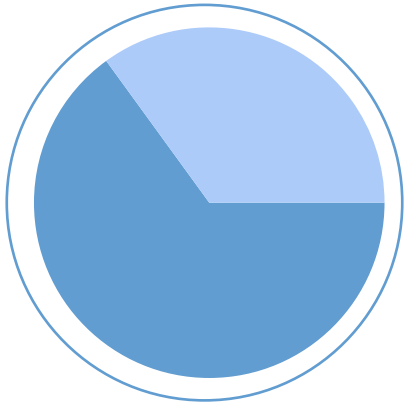
Tax Increase Support

7.1



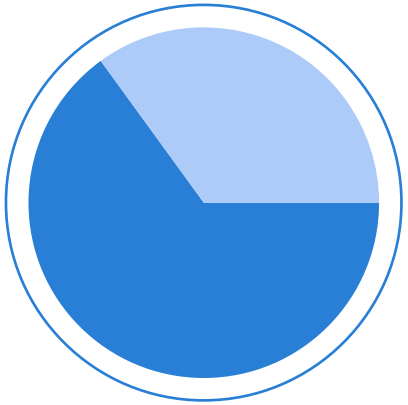
WATER

6.5



INFRASTRUCTURE

6.5

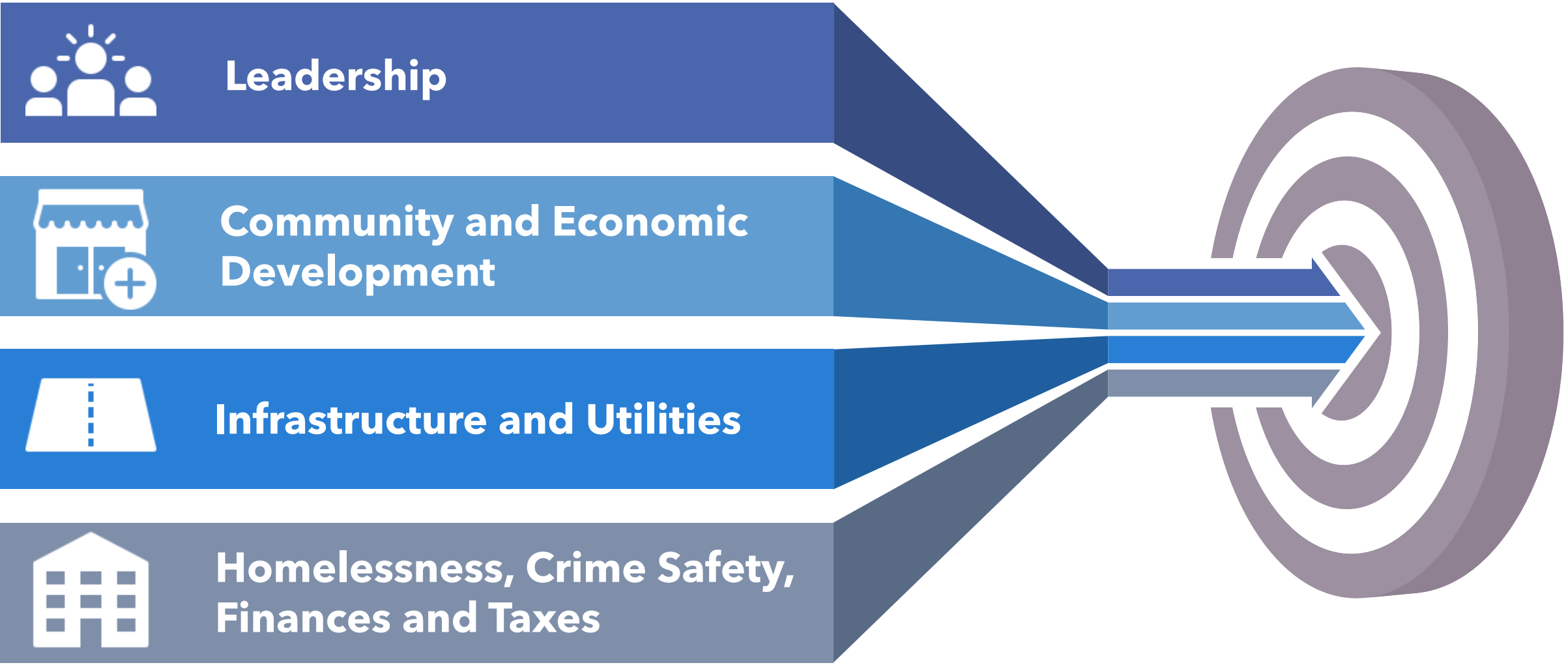


EMERGENCY SERVICES

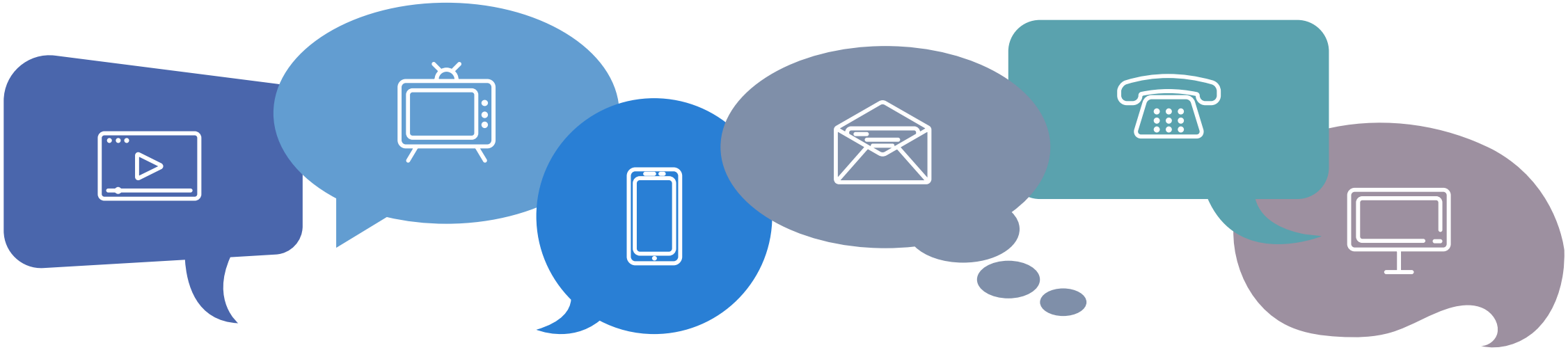
Women showed slightly higher support for the water system improvements with ratings of 7.3 vs. 6.8 among men. Women also showed more support for additional funding for emergency services (6.7 vs. 6.2 for men)

Those over 50 were also more likely to support additional taxes for emergency services (6.9 vs. 6.0 among those under 50).

Long-term Vision Improvements



Communications



Social Media at 65%

- Facebook most popular site 78%, followed by Instagram 35%, YouTube 28%, X/Twitter 21%, Tik Tok 12%, and Truth Social 10%.
- 13% use none of the social media sites, including 19% of those over 50, and 16% of men.

Word of Mouth at 61%

Online Searches at 55%

City Information at 42%

- Social media 38%
- City email 13%
- Live videos 11%
- Mailed information 9%
- Community TV 7%

Traditional media

- Daily News 40%,
- Local radio 35%
- Regional television at 24%

Key Takeaways

LEADERSHIP

Lead as a united front. Create a strategic vision for the city.

INVEST

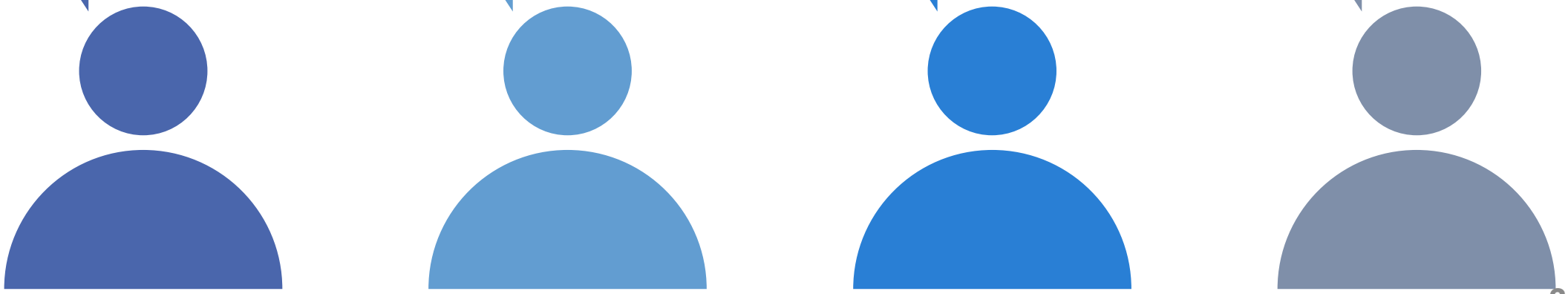
Infrastructure and essential services are important and people support paying more, when they see the return.

DEVELOP

Citizens want the city to grow. They want more things to do, better paying jobs, and things that invest in our economy.

SAFETY

There are areas we need to address, and areas we need to better communicate about.



Questions & Discussion

City of Longview

Agenda Summary

ORDINANCE NO. 3544 – PUD FRANCHISE AGREEMENT

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE MAYOR TO SIGN THE PUD FRANCHISE AGREEMENT.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Continued Effective Financial Management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:
This is the second reading of a new franchise agreement with the Cowlitz County PUD.

A franchise agreement is a legally binding contract between a franchisor and a franchisee that establishes the terms of their relationship. The agreement defines the rights, obligations, and protections of both parties.

The current franchise agreement between the City and Cowlitz County PUD was enacted in 1977 and will expire in 2027.

Staff will be seeking a motion to allow the mayor to sign the PUD franchise agreement.

STAFF CONTACT:
Chris Collins, Public Works Director

Attachments:
1. PUD Franchise City Longview_ final draft

CITY OF LONGVIEW

ORDINANCE NO. 3544

AN ORDINANCE of the City of Longview, Washington, granting the Public Utility DISTRICT No. 1 of Cowlitz County, Washington, a municipal corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, support, attach, connect, maintain, repair, replace, operate and use Facilities in, upon, over, under, along, across, and through the Franchise Area to provide for the transmission, distribution and sale of electric energy for power, heat and light, and any other purpose for which electric energy may be used, provided that such rights, privileges, authorities and franchises are in accordance with CITY requirements, and

WHEREAS, the City Council of the City of Longview finds that the general public health, safety, welfare, necessity and convenience require that Facilities to provide for transmission, distribution and sale of energy for power, heat and light, and other purposes for which energy may be used, be constructed, maintained and repaired in an orderly manner when such Facilities are located in, upon, over, under, along, across, and through CITY rights-of-way, and

WHEREAS, RCW 35A.47.040 authorizes the CITY to grant non-exclusive franchises for the use of the public rights of way above or below the surface of the ground by publicly owned and operated utility facilities; and

WHEREAS, there is hereby granted, for a term as described below, unless otherwise terminated as provided for herein, to the DISTRICT, its successors and assigns, the non-exclusive rights, privilege, authority, and franchise to own, operate and maintain an overhead or underground electric transmission, distribution, and fiber optic communication systems for the sole purpose of SCADA communication, along and across the Franchise Area. This Franchise is conditioned upon the terms and conditions contained herein and the DISTRICT's compliance with any federal or state regulatory agencies with jurisdiction over the DISTRICT. By granting this franchise, the CITY is not assuming any risks or liabilities by way of DISTRICT activities therefrom:

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1 DEFINITIONS

1.1 Where used in this franchise (the "Franchise") the following terms shall mean:

1.1.1 "DISTRICT" means Public Utility District No. 1 of Cowlitz County, Washington and its successors and assigns.

1.1.2 "CITY" means the City of Longview, Washington, and its successors and assigns.

1.1.3 "Franchise" means the grant of rights, duties, privileges, and authority embodied in this Ordinance.

1.1.4 "Franchise Area" means all the roads, streets, avenues, alleys, highways, paths,

trails and other public rights-of-way controlled by the CITY as now laid out, platted, dedicated or improved and those added by future annexation(s).

1.1.5 "Facilities" means, collectively, any and all electric transmission, distribution, and communication systems for the sole purpose of SCADA communication, including but not limited to, poles, wires, lines, conduits, cables, braces, guys, anchors and vaults, transformers, pedestals, meter-reading devices, fixtures, and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way pertaining to any and all of the foregoing, whether the same be located overhead or underground.

1.1.6 “Communication Systems" means equipment, devices and other items used for communication purposes in connection with DISTRICT's construction, use, operation, maintenance, repair or replacement of its Facilities in the Franchise Area and other permitted activities under this Franchise, including, without limitation, the operation and management of its electric transmission and distribution systems.

1.1.7 "Ordinance" means this Ordinance No. 3544 which sets forth the terms and conditions of this Franchise.

1.1.8 "Public Improvement" means any capital improvement or repair within the Franchise Area that is undertaken by or on behalf of the CITY and is funded by the CITY (either directly with its own funds or with other public monies obtained by the CITY but shall not include those monies exacted from private parties for the purposes of making a Public Improvement. For example, and not by way of limitation, in the event a private party developer is required to pay money to the City in lieu of constructing sidewalks, the City’s possession of such monies shall not constitute a Public Improvement). For clarity, the term "Public Improvement" shall include any public work capital improvement or repair undertaken by the CITY which requires the relocation of DISTRICT's Facilities that conflict with said Public Improvement within the Franchise Area, even if a portion of the public work capital improvement or repair includes work performed for a third party county or municipality under a valid interlocal agreement between the CITY and such county or municipality (except to the extent the request to relocate DISTRICT's Facilities is caused entirely by work done for such governmental third party). Public Improvement shall not include, any improvements or repairs undertaken by any third-party private entities or undertaken by the CITY by agreement with, or for the benefit of third-party private entities, or solely for aesthetic purposes.

1.1.9 “Force Majeure” shall mean delays due to acts of God, war, civil disturbances, fire, unavoidable casualty, construction delays due to weather, failure of supplier(s), labor dispute, or for other similar causes beyond the reasonable control of the DISTRICT or CITY.

1.1.10 “Mayor” means the Mayor of the City of Longview or his or her designee.

1.1.11 “Public Works Director” means the duly appointed incumbent of the office of Public Works Director of the City of Longview or his or her designee.

SECTION 2. GRANT OF FRANCHISE

2.1 Pursuant to the laws of the State of Washington, the CITY hereby grants to the DISTRICT, subject to the terms and conditions as set forth herein, a Franchise for a period of ten (10) years commencing upon the effective date of this Ordinance and subsequent acceptance of such ordinance and Franchise by the DISTRICT. This Franchise is granted upon the express condition that the DISTRICT, within thirty (30) days after the adoption of this Ordinance, shall provide the CITY written acceptance of the same.

2.2 The Franchise may be automatically renewed for one (1) subsequent ten (10)-year term upon the mutual consent of the signatory parties through written agreement.

2.3 The DISTRICT specifically agrees to comply with the provisions of any applicable CITY codes, ordinances, regulations, standards, procedures, permits or approvals, as from time to time amended; provided, however, in the event of any conflict or inconsistency of such City codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice, or otherwise limit any right of appeal afforded DISTRICT by such CITY codes and ordinance. The express terms and conditions of the Franchise constitute a valid and enforceable contract between the Parties.

SECTION 3 FACILITIES WITHIN FRANCHISE AREA

3.1 The CITY does hereby grant to DISTRICT the right, privilege, authority and franchise to set, erect, lay, construct, extend (subject to CITY permitting), inspect, support, attach, connect, maintain, repair, replace, operate and use Facilities in, upon, over, under, across and through the Franchise Area, provided that such placement complies with all CITY codes and ordinances, to provide for the transmission, distribution, communications, and sale of energy for power, heat, light and such other purposes for which energy may be used.

3.2 This Franchise shall not convey any right to DISTRICT to install new Facilities outside the Franchise Area; provided, however, that DISTRICT shall retain the right to maintain, repair and operate Facilities installed (if in ownership of the CITY) prior to this Franchise with the CITY if said Facilities are outside the Franchise Area, but such right shall be subject to the provisions of Section 3.3.

3.3 Existing Facilities installed or maintained by DISTRICT on public grounds and places within the CITY (which Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired, and operated by DISTRICT at the location such Facilities exist so as not to interfere with vehicle, bicycle, or pedestrian travel.

SECTION 4 NON-INTERFERENCE AND MAINTENANCE OF FACILITIES

4.1 DISTRICT's Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area as per applicable CITY standards and codes so as not to unreasonably interfere with the free passage of traffic and in accordance with the laws of the State of Washington, and the ordinances, rules and regulations of the CITY. DISTRICT shall exercise its rights within the Franchise Area in accordance with applicable CITY codes and ordinances governing use and occupancy of the Franchise Area. Provided, however, in the

event of any conflict or inconsistency of such CITY codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice, or otherwise limit any right of appeal afforded DISTRICT by such CITY codes and ordinance.

4.2 Any repair of DISTRICT's Facilities within the Franchise Area shall be made within the time and in a manner which conforms with generally accepted customs, practices, and standards in the industry and consistent with applicable CITY requirements.

4.3 Within the Franchise Area, whenever the DISTRICT permanently discontinues use of any above ground or at grade DISTRICT-owned Facilities, that do not contain third-party attachments, such as poles, braces, guys, and anchors, the removal of such facilities shall occur within ninety (90) days of the discontinued use. The removal of DISTRICT Facilities shall be the responsibility of the DISTRICT. If the DISTRICT fails to remove the aforementioned facilities, the CITY may remove the same and bill the DISTRICT for the costs of removal.

SECTION 5 TERMS AND CONDITIONS

The following terms and conditions shall be subject to the Constitution and laws of the United States of America and the State of Washington and shall apply and be deemed to be terms and conditions of this franchise to use the Franchise Area hereafter granted by the CITY to the DISTRICT, unless and except to the extent that such ordinance or resolution granting such franchise expressly provides terms or conditions contrary to those herein contained.

SECTION 6 GRANTEE – SCOPE OF OBLIGATIONS

The obligations imposed upon the DISTRICT by the express terms of the Ordinance granting such franchise or implied by the terms of this section or any other ordinance affecting the same, shall be deemed to include every employee, nominee or independent contractor of the DISTRICT performing work in the Franchise Area under contract, direction, request or authority of the DISTRICT under this franchise, and the DISTRICT, its agents, employees or independent contractors, jointly and severally, shall be responsible to the CITY for any injury or damage to CITY property or the expense incurred or suffered by the CITY in correcting defects in work replacing CITY streets or other improvements damaged by the acts or neglect of such agents, employees, or independent contractors of the DISTRICT.

SECTION 7 SAFETY REQUIREMENTS

The DISTRICT, in accordance with applicable national, state, and local safety requirements, shall at all times employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public. All structures and all lines, equipment, and connections in, over, under and upon the Franchise Area, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair. If a violation of the National Electric Safety Code (NESC) or other applicable regulation is found to exist, the CITY may, after discussion with the DISTRICT, establish a reasonable time for the DISTRICT to make necessary repairs. If

the repairs are not made within the established time frame, the CITY may make the repairs itself or have them made and collect all reasonable and applicable costs thereof from the DISTRICT. The DISTRICT shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any work therein.

SECTION 8. PERMITS; RESTORATION

8.1 Whenever it shall be necessary for the DISTRICT to engage in any work within the Franchise Area, the DISTRICT shall apply for all necessary CITY permits to do such work, and shall, except to the extent inconsistent with the terms and conditions of this Franchise or where expressly provided otherwise herein, comply with all requirements and conditions of such permits, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition immediately prior to the work, or as otherwise specified in the permit issued by the CITY in connection with the work. Such permit shall not be reasonably withheld, and may not require any unrelated exactions, mitigation, or improvements required to be performed by the DISTRICT as a condition of the permit. All restoration shall be completed in accordance with the current CITY requirements, including Development Guidelines and Public Works Standards, but in no event shall the DISTRICT be required to exceed published and duly adopted CITY standards. It is further provided that in the event that DISTRICT has any work in the Franchise Area completed by any of its authorized agents or subcontractors (DISTRICT's responsibility to provide list to the CITY and to keep it updated), DISTRICT shall remain fully responsible for the permit, permitted work and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary. The DISTRICT shall notify the CITY of work in accordance with permit requirements. Such notifications may be made by email to the CITY's general email delivery, City Clerk, or Director of Public Works in advance of the work to be performed.

8.2 In the event of an emergency situation in which DISTRICT's Facilities within the Franchise Area are in such a condition in reasonable judgment of the DISTRICT as to immediately endanger the property, life, health or safety of any individual, or in any way compromise national reliability standards, or the DISTRICT's ability to distribute electricity within its service territory, DISTRICT may take immediate action to make repairs without first obtaining any required permit. The DISTRICT shall make the permit application to the CITY not later than ten (10) business days after the date of the commencement of the action that requires such permit, and such permits shall not be unreasonably withheld by the CITY.

8.3 The DISTRICT shall leave all Franchise Areas, after doing construction work, making repairs to equipment etc., in as good and safe condition in all respect as they were before the commencement of such work by the DISTRICT, its agents or contractors, and all recorded monuments which have been disturbed or displaced by the work shall be reset to the specifications and approval of the CITY Engineer.

8.4 In case of any damage caused by the DISTRICT to said Franchise Area, or to paved or surfaced roadways, turn-outs, gutters, ditches, wood or concrete walks, drainpipes, hand or embankment rails, bridges, trestles, wharves, landings or monuments, said DISTRICT agrees to immediately repair said damage to CITY standards at its own sole cost and expense.

8.5 When the Public Works Director determines that an emergency situation does exist,

he/she may order and have done any and all work considered necessary to restore to a safe condition any such Franchise Area left by the DISTRICT or agents in a condition dangerous to life or property. The Public Works Director may cause to be replaced or reset recorded monuments if the DISTRICT fails to replace or reset same within thirty (30) days after completion of construction. The DISTRICT, upon demand, shall pay to the CITY all applicable and reasonable costs of doing such work.

8.6 When the DISTRICT changes the method of distribution, such as changing from overhead distribution to underground distribution, the DISTRICT shall, within ninety (90) calendar days, remove all unused structures and restore the area to its original condition, as long as there are no other third-party attachments that encumber or delay the removal of facilities and restoration of the area.

SECTION 9 RELOCATION & READJUSTMENT OF FACILITIES

9.1 Whenever the CITY causes a Public Improvement to be undertaken within the Franchise Area, and such Public Improvement requires the relocation of DISTRICT's then existing Facilities within the Franchise Area (for purposes other than those described in Section 9.2 below), the CITY shall:

9.1.1 Provide DISTRICT with reasonable advance written notice, but in any event not less than ninety (90) days, requesting such relocation; and after receipt, the DISTRICT will review the scope of work to determine if it can be completed. If not, the DISTRICT will notify the Public Works Director and work cooperatively to resolve any scheduling issues.

9.1.2 Promptly provide the DISTRICT with all existing plans and specifications for such Public Improvement as may be requested by the DISTRICT.

After receipt of such notice and such plans and specifications, the DISTRICT shall relocate such Facilities within the Franchise Area at no charge to the CITY. If the CITY requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 9.1, the CITY shall bear the entire cost of such subsequent relocation.

The CITY and the DISTRICT will work cooperatively to come to a mutually agreed plan to accommodate Public Improvements.

9.1.3 Grant-Funded Projects. In the event the CITY acquires grant funding of any kind for a Public Improvement which has as part of its allocations or designations, payment for relocation of utilities, as payment for relocation of DISTRICT Facilities is funded for that allocation from the funding agency, the CITY shall make payment to the DISTRICT for a portion of the cost of relocation of DISTRICT Facilities proportionate to the grant contribution percentage.

9.2 Whenever (i) any private development within the Franchise Area, or CITY project for the sole benefit of a third party, other than a Public Improvement, requires the relocation of DISTRICT's Facilities within the Franchise Area to accommodate such development, then in such event, the DISTRICT shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to DISTRICT, at a reasonable time and terms acceptable to DISTRICT, for any and all costs and expenses incurred by the DISTRICT

in the relocation of DISTRICT's Facilities, including fees, charges, or other expenses associated with any third party attachments to Facilities for which the DISTRICT is legally obligated. Private Improvements for modifying or relocating electrical facilities shared costs will be based upon depreciation and current load capacity of existing facilities. The extent of costs and expenses shall be determined by the DISTRICT.

9.3 Any condition or requirement imposed by the CITY upon any person or entity, other than the DISTRICT, that requires the relocation of DISTRICT's Facilities shall be a required relocation for purposes of Section 9.2 above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction, or development).

9.4 Nothing in this Section 9 "Relocation of Facilities" shall require the DISTRICT to bear any cost or expense in connection with the location or relocation of any Facilities located in a private easement in which the CITY expands the public right of way to include the private easement area.

9.5 If at any time the CITY deems it advisable to improve any of its streets, avenues, sidewalks, paths, alleys, roads, highways, rights-of-way or other CITY properties as hereinbefore designated, by grading, re-grading, surfacing or paving same, or altering, changing, repairing or improving same, the DISTRICT upon written notice by the CITY shall, at its own expense, within ninety (90) days raise, lower, or move its lines, facilities or improvements to conform to such new grades as may be established, or place said property in such locations or positions as shall cause the least interference with any such improvements or work thereon as contemplated by the CITY and said CITY shall in no way be held liable for any damage to said DISTRICT that may occur by reason of the CITY improvements, repairs or maintenance performed in a reasonably careful and prudent manner, or by the exercise of any rights so reserved in this section or grant. If the CITY shall improve such streets, avenues, sidewalks, paths, alleys, roads, highways, rights-of-way or other CITY properties, the DISTRICT shall on written notice by CITY officials, at its own expense, replace its lines or system as may be in or through the improved sub-grade of such improvement, with such materials as shall conform to or exceed the applicable standards of the CITY and industry for use in such streets, avenues, sidewalks, alleys, roads, highways, rights-of-way or other CITY properties; PROVIDED**,** that there is sufficient space from an engineering perspective to relocate DISTRICT Facilities within the available right-of-way, as determined by the CITY, and that if a readjustment or relocation is necessitated for a reason other than the above enumerated CITY purposes, the person, firm or private corporation or entity requesting such readjustment or relocation shall pay the DISTRICT the actual costs. **PROVIDED** further, that in the event the CITY should require such readjustment or relocation in connection with any improvement of project funded, wholly or in part by state or federal funds, the CITY shall make every reasonable effort to include the costs for relocation in its funding applications where it meets funding agency requirements, and if successful, the CITY will reimburse the DISTRICT for invoice costs eligible under funding program as funds are available. **PROVIDED**, further, section 9.1.3 shall apply to the foregoing provision notwithstanding the provisions contained in the foregoing section.

9.6 If any of the DISTRICTs existing Facilities are determined to be a safety hazard to vehicle, bicycle, or pedestrian travel by the Public Works Director or the CITY's liability insurer; the DISTRICT at its own cost will remove or relocate any such facility within ninety (90) calendar days.

9.7 The parties agree that "relocation" refers to a permanent movement of facilities required of DISTRICT, and not a temporary or incidental movement of Facilities, such as raising of lines to accommodate house moving and the like, solely for aesthetic purposes, or other revisions DISTRICT would accomplish without regard to municipal request. The CITY will work with DISTRICT to minimize the need for temporary work to accommodate permanent moves.

9.8 Regarding boring the following minimum standards will apply:

9.8.1 Contractor shall physically (pothole or other method as approved by the Public Works Director) verify all existing utility's location and depth.

9.8.2 Public Works Department will do a physical inspection of these existing utilities prior to the start of the boring.

9.8.3 The DISTRICT shall give the Public Works Department four (4) business days' notice prior to utility inspection schedule.

9.8.4 All bored lines shall meet the minimum clearance requirements from all existing utilities both vertically and horizontally in accordance with CITY's permitted requirements, if not otherwise specified. If, during construction, the permit's conditions cannot be met, the parties may confer and reach agreement on a mutually acceptable alteration.

9.8.5 All pavement and surface restoration shall be completed in accordance with the CITY Development Policies and Public Works Standards for all work within the Right-of-Way.

9.9 Clear zone

When installing new or relocated transmission and distribution lines on roads where the speed limit is 40 MPH or greater, all poles and other appurtenances shall be installed outside of the clear zone, per adopted CITY code or policy. If this is not feasible due to limited right-of-way space or some other reason, other means upon agreement between the DISTRICT and CITY may be provided to protect District Facilities.

SECTION 10 INDEMNIFICATION

10.1 DISTRICT shall indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person arising from injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions of the DISTRICT, its agents, servants, officers, or employees in performing under this Franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the CITY arising as a result of the negligent acts or omissions of the DISTRICT, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise. PROVIDED, however, such indemnification shall not extend to that portion of any claims, demands, liability, loss, cost, damage or expense of any nature

whatsoever including all costs and attorneys' fees caused by the negligence of the CITY, its agents, employees, officers, contractors or subcontractors.

10.2 The DISTRICT may locate all its Facilities on CITY right of way. If installing poles, and other appurtenances in public right of way that will cause an undue burden on the DISTRICT, the Public Works Director may approve a design deviation. In situations where the DISTRICT has no other option but to locate their facilities on private property, running parallel along the public right of way; the DISTRICT will provide to the CITY a liability release form signed by both the DISTRICT and the land owner that acknowledges the possible risk of injury and damages which would release the CITY from all liability of these facilities as related to the CITY's approval of any Right-of-Way permit where the CITY has knowledge of such facilities going from the public Right-of-Way onto private property in this manner. This liability release would be recorded with the property at the Cowlitz County Auditor's Office and would stay with the property until, if ever, these facilities are removed. All indemnification language in Section 10 would apply.

10.3 In the event any claim or demand for which indemnification is provided under Section 10.1 is presented to, or suit or action is commenced against, the CITY based upon any such claim or demand, the CITY shall promptly notify the DISTRICT thereof, and DISTRICT may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. In the event the DISTRICT refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 10.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the DISTRICT, then DISTRICT shall pay all of the CITY's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the CITY, including reasonable recovery of attorneys' fees under this indemnification clause.

10.4 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the DISTRICT and the CITY, its officers, employees and agents, DISTRICT's liability hereunder shall be only to the extent of DISTRICT's negligence. It is further specifically and expressly understood that**, solely to the extent required to enforce the indemnification provided herein, the DISTRICT waives its immunity under RCW Title 51, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude the DISTRICT from raising such immunity as a defense against any claim brought against the DISTRICT by any of its employees. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.**

10.5 In the event it is determined that RCW 4.24.115 applies to this Franchise, DISTRICT's indemnification obligations under Section 10.1 shall apply to the maximum extent permitted thereunder, to the full extent of DISTRICT's negligence. Further, in any such action, the CITY shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the CITY determines that such participation is in the CITY's best interest.

The CITY shall protect, indemnify, and save the DISTRICT harmless from and against all third party claims or demands made against the DISTRICT, and any damage, cost or liability, including reasonable attorney fees incurred in connection with any such third party

claim or demand, for injuries to persons or damage to property of another to the extent such injuries or damage are caused by the negligent acts or omissions or willful misconduct of the CITY, its employees, agents or sub-contractors, arising out of, related to, or in connection with, this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the DISTRICT, the DISTRICT shall promptly notify the CITY thereof, and the CITY shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the DISTRICT based upon any such claim or demand, the DISTRICT shall likewise promptly notify the CITY thereof, and the CITY shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CITY and the DISTRICT, its officers, officials, employees, and volunteers, the CITY's liability hereunder shall be only to the extent of the CITY's negligence. **Solely to the extent required to enforce the indemnification provisions of this franchise, the CITY waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude the CITY from raising such immunity as a defense against any claim brought against the CITY by any of its employees. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.**

10.6 The provisions in this Section 10 shall survive the expiration or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 10.1 and which is based on an act or omission that occurred during the term of this Franchise.

SECTION 11 MOVING BUILDINGS WITHIN THE FRANCHISE AREA

If any person or entity obtains permission from the CITY to use the Franchise Area for the movement or removal of any building or other object, the CITY shall, prior to granting such permission, require such person or entity to arrange with the DISTRICT for the temporary adjustment of DISTRICT's overhead wires necessary to accommodate the movement, removal, or placement/erection of such building or other object, where the movement or removal of such building or other object will pass under DISTRICT's overhead wires or where the movement or removal of such building or other object will otherwise require the temporary adjustment of DISTRICT's overhead wires. The CITY shall require such person or entity to complete such arrangements, upon terms and conditions acceptable to the DISTRICT, not less than thirty (30) calendar days prior to the movement or removal of such building or other object. In such event, DISTRICT shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its overhead wires which may facilitate safe placement or the movement or removal of such building or object. This section shall also apply to construction equipment required to move such building as required to meet current WISHA rules and WAC code 296-155-53408.

SECTION 12 RECOVERY OF COSTS; PERMIT FEES

As specifically provided by RCW 35.21.860, the CITY may not impose a franchise fee or any other fee or charge of whatever nature or description upon the DISTRICT because of this

Franchise. However, as provided in RCW 35.21.860, the CITY may recover from the DISTRICT actual and reasonable administrative expenses incurred by the CITY that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to RCW 43.21C. In consideration of such administrative expenses, the CITY shall charge the DISTRICT a permit fee and prepare monthly invoices to the DISTRICT detailing permit activity. DISTRICT shall make payment to the CITY of such expenses within thirty (30) days of the receipt of such invoice from the CITY. Failure by DISTRICT to acquire permit and pay such amount shall constitute a failure to comply with the Franchise. Additionally, failure by the DISTRICT to timely pay said amounts shall be grounds for the CITY to preclude the processing of any applications and/or issuing permits until payment has been fully made.

SECTION 13 NONEXCLUSIVE FRANCHISE

13.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the CITY from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with DISTRICT's rights under this Franchise. This Franchise shall not prohibit or prevent the CITY from using the Franchise Area or affect the jurisdiction of the CITY over the same or any part thereof.

13.2 The DISTRICT will not share this franchise with any third party without the prior written approval of the CITY, except for third party attachers that have been granted a franchise by the CITY for location within the right of way by the City.

SECTION 14 FORCE MAJEURE

In the event that either party is prevented or delayed in the performance of any of its obligations under this Franchise by any event beyond its reasonable control (a Force Majeure event), then that party's performance shall be excused during the Force Majeure event. The time within which the DISTRICT or CITY shall be required to perform any act under the Franchise shall be extended by a period of time equal to the number of days performance is delayed due to a Force Majeure. The DISTRICT or CITY shall not be subject to any penalty hereunder because of acts or failure to act due to Force Majeure.

SECTION 15 DISPUTE RESOLUTION AND AMENDMENT OF FRANCHISE

15.1 If there is any dispute or alleged default with respect to performance under this Franchise, the Party alleging default (claimant) shall notify the other Party (respondent) in writing, stating with reasonable specificity the nature of the dispute or alleged default. Within seven (7) days of its receipt of such notice, the Respondent shall provide written response to the Claimant that shall acknowledge receipt of such notice and state the Respondent's intentions with respect to how the Respondent shall respond to such notice. The Respondent shall further have thirty (30) days (the "cure period") from its receipt of such notice to:

15.1.1 Respond to the Claimant, contesting the Claimant's assertion(s) as to the dispute or any alleged default and requesting a meeting in accordance with Section 15.2, or:

15.1.2. Resolve the dispute or cure the default, or,

15.1.3. Notify the Claimant that the Respondent cannot resolve the dispute or cure the

default within thirty (30) days, due to the nature of the dispute or alleged default.

15.1.4 Notwithstanding such notice, the Respondent shall promptly take all reasonable steps to begin to resolve the dispute or cure the default and notify the Claimant in writing and in detail as to the actions that will be taken by the Respondent and the projected completion date. In such case, the Claimant may set a meeting in accordance with Section 15.2.

15.2 If any dispute is not resolved or any alleged default is not cured or a meeting is requested or set in accordance with Section 15.1., then the Claimant shall promptly schedule a meeting with the Respondent to discuss the dispute or any alleged default. The Claimant shall notify Respondent of the meeting in writing and such meeting shall take place not less than ten (10) days after the Respondent's receipt of notice of the meeting. Each Party shall appoint a representative who shall attend the meeting and be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Any dispute (including any dispute concerning the existence of or any corrective action to be taken to cure any alleged default) that is not resolved within ten (10) days following the conclusion of the meeting shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event senior management is unable to resolve the dispute within twenty (20) days of such referral (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute or any alleged default through other legal means. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

15.3 If, at the conclusion of the steps provided for in Section 16.1 and 16.2 above, the Parties are unable to settle the dispute or agree upon the existence of a default or the corrective action to be taken to cure any alleged default, the Claimant or the Respondent (as each Party may have authority to do so) may:

15.3.1. Take any enforcement or corrective action provided for in CITY code, as from time to time amended; provided such action is not otherwise in conflict with the provisions of this Franchise, and/or;

15.3.2. By ordinance, declare an immediate forfeiture of this Franchise for a breach of any material obligations under this Franchise and/or;

15.3.3 Take such other action to which it is entitled under this Franchise or any applicable law or

15.3.4 In the case of the DISTRICT withholding payment or take any applicable interim legal action until the alleged default is resolved.

15.4 Unless otherwise agreed by the CITY and the DISTRICT in writing, the CITY and the DISTRICT shall, as may reasonably be practicable, continue to perform their respective obligations under this Franchise during the pendency of any dispute.

15.5 Neither the DISTRICT's acceptance of this Franchise, the DISTRICTs appearance before the CITY Council at any public proceeding concerning the proposed termination of this

Franchise, nor any action taken by the CITY Council as a result of any such public proceeding, including a declaration of termination or a finding of grounds to terminate, shall be construed to waive or otherwise affect the DISTRICT's right to seek dispute resolution of the rights and responsibilities of the parties under this Franchise.

15.6 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement, or other document required by or obtained from the CITY in conjunction with the exercise (or failure to exercise) by the DISTRICT of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically references this Franchise and states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

15.7 Except for interim legal relief such as seeking an injunctive order, the dispute resolution provided in this Agreement is a pre-requisite to the filing of any lawsuit.

SECTION 16 RESERVATION OF RIGHTS

In the event the CITY should vacate, close, or abandon any portion of any public street, avenue, alley, road, highway, right-of-way or other CITY property which is subject to rights granted by said Franchise, or which contains any portion of the DISTRICT's Facilities the CITY shall, after granting an alternate route in its vacation procedure, reserve and grant an easement to the DISTRICT for the DISTRICT's existing Facilities unless the DISTRICT determines the easement is unnecessary. Any conveyance of land contained in such closed, abandoned public streets, alley, or right-of-way shall be subject to the rights herein granted.

In cases where the CITY determines that reserving and granting an easement to the DISTRICT is impracticable, the CITY will notify the DISTRICT thirty (30) business days prior to any final vacation action. In these cases, if the vacation, closure, or abandonment was developer initiated, all costs for the relocation of the DISTRICTs Facilities is borne by the developer. If the vacation, closure, or abandonment was CITY initiated, all costs for the relocation of the DISTRICTs Facilities is borne by the CITY. If the vacation, closure, or abandonment was DISTRICT initiated, all costs for the relocation of the DISTRICTs Facilities is borne by the DISTRICT.

SECTION 17 ANNEXATION

Annexation of unincorporated areas within the CITY's Planning Area Boundary, including CITY consideration of acquisition of DISTRICT electric transmission and distribution facilities, shall comply with RCW 35A 14 (Annexation by Code Cities) and this Franchise between the CITY and the DISTRICT.

SECTION 18 SEVERABILITY

18.1 Except as provided below, if any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or supersede by state or federal legislation, rules, regulations or decision, the remainder of this Franchise shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

18.2 If any material provision of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal law, rules, regulations or decision so that the intent of these provisions is frustrated, the parties agree to immediately negotiate a replacement provision to fulfill the purpose and intent of the superseded provisions consistent with applicable law.

SECTION 19 NOTICES

All notices from the DISTRICT to the CITY pursuant to this Franchise shall be directed to the City Manager at P. O. Box 128, Longview, Washington 98632, or to such person as designated by the CITY Manager. All notices from the CITY to the DISTRICT pursuant to this Franchise shall be directed to the General Manager at P. O. Box 3007, Longview, Washington 98632, or to such person as designated by the General Manager. The DISTRICT shall maintain within the Cowlitz County area throughout the term of this Franchise an address for service of notices by mail. The DISTRICT shall also maintain within the Cowlitz County area a local telephone number operational during normal business hours for the conduct of matters related to this Franchise. Any change in address or telephone number shall be furnished to the CITY ten (10) days prior to the change. Any change to CITY ordinances that affect the DISTRICT's compliance with this Franchise shall be furnished to the DISTRICT ninety (90) days prior to such change.

SECTION 20 EFFECTIVE DATE

20.1 This Franchise shall be in full force and effect five (5) days after publication by the CITY, subject to approval by the DISTRICT Board of Commissioners in accordance with the provisions of this Franchise. This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the ordinance, plus any extensions, or as terminated, as provided herein.

20.2 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

Mayor

ATTEST:

_____
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF COWLITZ)

I, _____, the duly qualified City Clerk of the City of Longview, situated in Cowlitz County, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 3544, an ordinance of the City of Longview, entitled:

CITY OF LONGVIEW
ORDINANCE NO. 3544

AN ORDINANCE of the City of Longview, Washington, granting the Public Utility District No. 1 of Cowlitz County, Washington, a municipal corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across, and through the Franchise Area to provide for communications systems and the transmission, distribution and sale of electric energy for power, heat and light, and any other purpose for which electric energy may be used.

I further certify that said Ordinance No. 3544 was: (i) introduced on the _____ day of _____, 2024; (ii) submitted to the City Attorney on the _____ day of _____, 2024; (iii) published on the _____ day of _____, 2024, according to the law; (iv) approved by the majority of the entire legislative body of the City of Longview, at a regular meeting thereof on the _____ day of _____, 2024; and (v) approved and signed by the Mayor of the City of Longview on the _____ day of _____, 2024.

[redacted]

WITNESS my hand and official seal of the City of Longview, this _____ day of _____, 2024.

_____

_____, City Clerk

City of Longview, State of Washington

HONORABLE MAYOR AND CITY COUNCIL
CITY OF LONGVIEW, WASHINGTON

In the matter of the application of Public Utility District No. 1 of Cowlitz County, Washington, for a franchise to construct, operate and maintain facilities in, upon, over, under, along, across and through the franchise area of the City of Longview, Washington	:	Franchise Ordinance No. 3544
	:	**ACCEPTANCE**

WHEREAS, the City Council of the City of Longview, Washington, has granted a franchise to Public Utility District No. 1 of Cowlitz County, Washington, its successors and assigns, by enacting Ordinance No. 3544, bearing the date of_____, 2024; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Public Utility District No. 1 of Cowlitz County, Washington on _____, 2024, from said City of Longview and Cowlitz County, Washington.

NOW, THEREFORE, Public Utility District No. 1 of Cowlitz County, Washington, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Longview and Cowlitz County,

Washington.

IN TESTIMONY WHEREOF said Public Utility District No. 1 of Cowlitz County, Washington has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this _____ day of _____, 2024.

PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON

_____ _____

_____

By: Gary Huhta, General Manager

Approved as to form:

_____

Richard L. Hughes, General Counsel

Copy received for City of Longview
on _____, 2024

By: _____
City Clerk

[redacted]

[redacted]

City of Longview

Agenda Summary

APPROVAL OF CLAIMS

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

SECOND HALF SEPTEMBER 2024 ACCOUNTS PAYABLE: $4,683,053.63

SECOND HALF SEPTEMBER 2024 PAYROLL:
$414,515.67, checks
$953,432.66, direct deposits
$863,060.80, wire transfers
$2,231,009.13 Total

STAFF CONTACT:
Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None

City of Longview

Agenda Summary

RESOLUTION NO. 2517 - JAG GRANT

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2517 AND AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY.

DATE: October 10, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Enhance public safety & emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:
An Interlocal Agreement with Cowlitz County is required as part of the 2024 Justice Assistance Grant application. A resolution is required in order for the City Manager to sign the agreement. The Justice Assistance Grant funding ($10,098) will be used towards the Longview School Officer Program.

The public will be given the opportunity to comment on the use of these grant funds at this meeting.

RECOMMENDED ACTION:
Motion to adopt Resolution No. 2517 and authorize the City Manager to sign the Interlocal Agreement with Cowlitz County.

STAFF CONTACT:
Police Chief Robert Huhta

Attachments:
1. Resolution 2517 JAG 092624
2. FY 24 JAG application for council
3. Exhibit A - County Signed Copy AS - 13744 - 2024 Interlocal with Cowlitz County - Byrne Justice Assistance Grant

Resolution No.2517

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COWLITZ COUNTY REGARDING THE 2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City of Longview Police Department, acting as the lead applicant, for the disparate jurisdictions of Longview and Cowlitz County is applying for JAG funds to continue their School Resource Officer program. The title of their project is "Longview Police School Resource Officer Program"; and

WHEREAS, the goal of the project is to prevent crime and intervene when violence and crime occurs within the Longview schools. The strategies in this project will involve School Resource Officers responding to police incidents which occur within the Longview schools and working with students and staff to prevent crime from occurring within the schools; and

WHEREAS, as the lead applicant, the City of Longview will handle all of the finances related to the grant. All financial and programmatic reports will be completed and submitted by Longview Police Department. Cowlitz County has agreed to allow Longview to use all of the grant funds on their school resource officer program; and

WHEREAS, the City of Longview finds that entering into an Interlocal Agreement with Cowlitz County for allocating funds from that grant is in the best interests of all parties, that the undertaking will benefit the public; and

WHEREAS, the City of Longview and Cowlitz County believe it to be in their best interests to reallocate Judicial Assistance Grant (JAG) funds by providing the City will retain the sum of $10,098.00, for the City of Longview's School Resource Officer program.

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

Section 1. The City Manager is authorized to execute the agreement with Cowlitz County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 10th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

INTRODUCTION

The city of Longview and Cowlitz County are completing a joint application, as a disparate jurisdiction, for funding for the FY 2024 Edward Byrne Memorial Justice Assistance Grant in the total amount of $10,098. The city of Longview will be the lead applicant in this joint application.

Longview Police Department

Longview Police Department proposes to fund a portion of the salary and benefits for a School Resource Officer position. Longview Police Department is requesting funding in the amount of $10,098 to pay for part of the School Resource Officer program.

Cowlitz County Sheriff's Office

Cowlitz County Sheriff's Office has agreed to allow Longview Police Department to use the entire grant award of $10,098 for Longview's law enforcement program.

STATEMENT OF PROBLEM

Longview Police Department

The city of Longview is the largest city in Cowlitz County with a population of approximately 38,130. Cowlitz County's population is approximately 113,900. Longview Police Department currently has 60 authorized commissioned police officers.

Longview Police has relied on "high crime funding" from the state of Washington to fund the School Resource Officer program as well as other programs. From 2016 to 2017, the city of

Longview's crime rate decreased and subsequently our high crime funding also decreased by approximately $176,000.

In 2019, the police department requested 6 additional police officer positions due to continued increases in patrol workload while patrol staffing levels have remained the same for over 30+ years. The police department was authorized 1 of the 6 requested positions. Subsequently, in May 2020, an anticipated budget shortfall due to COVID-19 forced the city to eliminate the over hire police officer position which was established in 2016. In 2022, federal funding for a domestic violence detective position ended. The city was not able to continue funding that position so the police department staffing level dropped from 61 officers to 60 officers in October 2022.

The patrol minimum staffing level for a patrol shift remains at 1 supervisor and 4 officers. There are three patrol shifts each day. Patrol officers work a 10.5 hour shift. During periods of each day, 1 supervisor and 4 officers are handling all emergency calls for police service for a population of nearly 40,000 people.

Therefore, in an effort to continue the work of the School Resource Officer program, Longview Police Department is requesting to continue to use JAG funds to pay for a portion of one School Resource Officer position.

The city of Longview's crime rate has been far above the state average for many years. In 2023, Longview's Group A crime rate (NIBRS reporting) was 83.6 crimes per 1,000 population. Longview saw a 12.5% decrease in crime from 2022 to 2023. However, Longview's crime rate still far exceeds the state of Washington's crime rate. The 2023 crime

rate for the state of Washington is 62.0 crimes per 1,000 population, Longview's crime rate has remained significantly higher (1.32 times higher in 2023) than the Washington state rate. The city of Longview's crime rate for drug narcotic violations is almost 7.21 times higher than the state rate (LV rate = 10.1, WA state rate = 1.4)

The Longview School Resource Officer program was started over 25 years ago. This program was initially funded with the use of Local Law Enforcement Block Grant funds, city of Longview funds and Longview school district funds. As city funds were reduced, this program was funded with high crime grant funds as well as funds from the Longview School District. From 2010 through 2024, LPD used its share of the JAG funds to fund a portion of the School Resource officer program.

PROJECT DESCRIPTION

Longview Police Department would like to use grant funds to continue the School Resource Officer (SRO) program.

Longview Police Department currently has 2 School Resource Officers. Longview is home to two (2) high schools and three (3) middle schools. Each school officer is responsible for one (1) of the high schools and the corresponding feeder middle school(s).

During the 2023-2024 school year (8/28/23 – 6/17/24), our School Officers have responded to 160 calls for police service in the schools. Of those 160 calls, 24 resulted in an arrest. Preventing violence is one of the main goals of our school officers. In Washington State and nationally crime has increased during and after the COVID-19 pandemic. Our SROs work

together with students and school staff to intervene the prevent violence in the schools. A benefit of having officers assigned to our schools is increased efficiency in responding to matters that do occur in the schools. Before the school officer program, patrol officers were dispatched to the school incidents. A patrol response takes more time because an officer has to drive to the school. Also, higher priority calls and low patrol staffing levels occurring throughout the city could further delay a response to the schools. During that response time, calls can escalate requiring school staff to intervene. By having SROs on site, the school officer is able to quickly respond to unfolding incidents thereby allowing patrol officers to continue to respond to the nearly 40,000 calls that occur in the city every year.

Through the school officer program, Longview Police Department works together with Longview School District to prevent school crime before it occurs, to identify safety concerns and work together in developing school safety plans. This partnership also benefits our youth as school officials and school officers work together to problem solve student conflict and mentor youth.

Longview Police Department continues to facilitate a Police Cadet program. Youth aged 16-20 are eligible to participate in the program. Longview Police School Resource Officers have shared information about this program with students and some of our Cadets have been recruited through their efforts. This program provides educational opportunities for youth interested in law enforcement careers as well as a mentoring opportunity. Several of the Cadets in Longview Police Cadet program have gone onto be hired as law enforcement officers both at Longview Police Department and other agencies throughout the state of Washington.

Prevention and intervention in the schools are a benefit of this program as is the investigative information that students share with SROs when crimes do occur. Through the use of cellular phones, social networking apps, video sharing sites and live streaming, students who witness crimes are sharing large amount of information and evidence when crimes are in progress or have recently occurred. By having officers in the schools, students begin to trust law enforcement and share information with our SROs which has benefited our investigations and led to arrests that would likely have not occurred without this information sharing/trust that has been established between the SROs and the students. In addition, School Officers develop relationships with school staff by working on-site in the schools.

For two weeks in early September of 2024, the Longview School District dealt with numerous threat incidents of a school shooting. The incidents occurred both in school and out of school and over social media. The local threats, along with national threats and recent and past school shooting incidents, caused students, parents and staff great fear and for safety and desire for schools to be at a heightened state of awareness. Longview Police Department (LPD) School Resource Officers (SROs) worked with patrol officers and detectives to investigate the incidents. The investigations resulted in student arrests for making verbal threats and written via social media. None of the threat incidents resulted in an actual firearm incident at a Longview school.

The Longview Police School Resource Officer program is an established program that has benefitted the community, the Longview Police Department and the Longview School District. The School Resource Officers have established a professional working relationship with the Longview School District high schools, middle schools and the Longview School

District administrative office. Due to this professional working relationship, school incidents are reported promptly and information flows efficiently and quickly between the Longview Police Department and the Longview School District in an effort to resolve problems efficiently and prevent future ones from occurring. It is no doubt that the relationship between the Longview School District and the Longview Police Department has deterred and prevents criminal activity in Longview schools.

As the lead applicant, the city of Longview will administer all grant funds and will also be responsible for collecting documentation to support grant expenses as well as collecting necessary data for both financial and program reports due to the Office of Justice Programs. The city of Longview will create a separate account for the Justice Assistance Grant and all grant invoices will be charged to that account.

CONCLUSION

The city of Longview has been experiencing tough economic times for several years and has delayed many necessary maintenance items city wide (streets, facility maintenance & repairs, and vehicle replacement) as a result. The city is facing a deficit budget for 2025-2026 and is in the process of identifying budget cuts in order to balance the next budget, therefore our need for grant funding to continue this program is essential. The Justice Assistance Grant funding will provide the department with funds to maintain the school officer program.

INTRODUCTION

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PROJECT DESCRIPTION

Longview Police Department would like to use grant funds to continue the School Resource Officer (SRO) program.

Longview Police Department currently has 2 School Resource Officers. Longview is home to two (2) high schools and three (3) middle schools. Each school officer is responsible for one (1) of the high schools and the corresponding feeder middle school(s).

During the 2023-2024 school year (8/28/23 – 6/17/24), our School Officers have responded to 160 calls for police service in the schools. Of those 160 calls, 24 resulted in an arrest. Preventing violence is one of the main goals of our school officers. In Washington State and nationally crime has increased during and after the COVID-19 pandemic. Our SROs work

together with students and school staff to intervene the prevent violence in the schools. A benefit of having officers assigned to our schools is increased efficiency in responding to matters that do occur in the schools. Before the school officer program, patrol officers were dispatched to the school incidents. A patrol response takes more time because an officer has to drive to the school. Also, higher priority calls and low patrol staffing levels occurring throughout the city could further delay a response to the schools. During that response time, calls can escalate requiring school staff to intervene. By having SROs on site, the school officer is able to quickly respond to unfolding incidents thereby allowing patrol officers to continue to respond to the nearly 40,000 calls that occur in the city every year.

Through the school officer program, Longview Police Department works together with Longview School District to prevent school crime before it occurs, to identify safety concerns and work together in developing school safety plans. This partnership also benefits our youth as school officials and school officers work together to problem solve student conflict and mentor youth.

Longview Police Department continues to facilitate a Police Cadet program. Youth aged 16-20 are eligible to participate in the program. Longview Police School Resource Officers have shared information about this program with students and some of our Cadets have been recruited through their efforts. This program provides educational opportunities for youth interested in law enforcement careers as well as a mentoring opportunity. Several of the Cadets in Longview Police Cadet program have gone onto be hired as law enforcement officers both at Longview Police Department and other agencies throughout the state of Washington.

Prevention and intervention in the schools are a benefit of this program as is the investigative information that students share with SROs when crimes do occur. Through the use of cellular phones, social networking apps, video sharing sites and live streaming, students who witness crimes are sharing large amount of information and evidence when crimes are in progress or have recently occurred. By having officers in the schools, students begin to trust law enforcement and share information with our SROs which has benefited our investigations and led to arrests that would likely have not occurred without this information sharing/trust that has been established between the SROs and the students. In addition, School Officers develop relationships with school staff by working on-site in the schools.

For two weeks in early September of 2024, the Longview School District dealt with numerous threat incidents of a school shooting. The incidents occurred both in school and out of school and over social media. The local threats, along with national threats and recent and past school shooting incidents, caused students, parents and staff great fear and for safety and desire for schools to be at a heightened state of awareness. Longview Police Department (LPD) School Resource Officers (SROs) worked with patrol officers and detectives to investigate the incidents. The investigations resulted in student arrests for making verbal threats and written via social media. None of the threat incidents resulted in an actual firearm incident at a Longview school.

The Longview Police School Resource Officer program is an established program that has benefitted the community, the Longview Police Department and the Longview School District. The School Resource Officers have established a professional working relationship with the Longview School District high schools, middle schools and the Longview School

District administrative office. Due to this professional working relationship, school incidents are reported promptly and information flows efficiently and quickly between the Longview Police Department and the Longview School District in an effort to resolve problems efficiently and prevent future ones from occurring. It is no doubt that the relationship between the Longview School District and the Longview Police Department has deterred and prevents criminal activity in Longview schools.

As the lead applicant, the city of Longview will administer all grant funds and will also be responsible for collecting documentation to support grant expenses as well as collecting necessary data for both financial and program reports due to the Office of Justice Programs. The city of Longview will create a separate account for the Justice Assistance Grant and all grant invoices will be charged to that account.

CONCLUSION

The city of Longview has been experiencing tough economic times for several years and has delayed many necessary maintenance items city wide (streets, facility maintenance & repairs, and vehicle replacement) as a result. The city is facing a deficit budget for 2025-2026 and is in the process of identifying budget cuts in order to balance the next budget, therefore our need for grant funding to continue this program is essential. The Justice Assistance Grant funding will provide the department with funds to maintain the school officer program.

Budget Detail Worksheet and Budget Narrative

Agency Name and State: City of Longview, Washington

Grant Package Number 14254189

Those categories not applicable to this grant application have been deleted.

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50).

PERSONNEL (FEDERAL)

Name/Position	Computation					Cost
	Salary	Basis	Percentage	Length of time		
Police Officer (SRO)	$51.32	hour	6.97%	145	$	7,441
			Longview Subtotal		$	7,441

PERSONNEL NARRATIVE (FEDERAL)

JAG funding will be used to continue the School Resource Officer Program in the Longview schools. Funds will be used towards a portion of one of the two School Officers assigned to the Longview middle and high schools. School officers respond to police calls for service at the schools, work with school staff to prevent crime and intervene in situations to resolve matters before they rise to the level of a crime. School Officers also participate in school safety planning.

PERSONNEL (NON-FEDERAL)

None

TOTAL PERSONNEL $ 7,441

B. Fringe Benefits

Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation, and Unemployment Compensation.

FRINGE BENEFITS TOTAL (FEDERAL)

Name/Position	Description	Rate	Salary Base		Cost
Police Officer	Pension	5.32%	$ 7,441	$	396
.0697 FTE	FICA	7.65%	$ 7,441	$	569
	Medical Insurance	1800/mo.	x 12 months	$	1,566
	Wk Comp	1.10%	$ 7,441	$	82
	Unemployment	0.10%	$ 7,441	$	7
	Emp. Benefit Reserve	0.50%	$ 7,441	$	37
			Longview Subtotal	**$**	**2,657**

FRINGE BENEFITS NARRATIVE (FEDERAL)

Fringe benefits are for the portion of the School Resource Officer position that is requested through these grant funds.

FRINGE BENEFITS TOTAL (NON-FEDERAL)

None

TOTAL FRINGE BENEFITS	**$**	**2,657**
TOTAL PERSONNEL & FRINGE BENEFITS	**$**	**10,099**

C. Travel

Itemize travel expenses of staff personnel by purpose (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g. six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit the costs involved. Identify the location of travel, if known; consultants should be included in Contractual/Consultant category.

Purpose of Travel	Location	Item	Computation	Cost

TOTAL TRAVEL $ -

D. Equipment

List non-expendable items that are to be purchased. (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation	Cost

TOTAL EQUIPMENT $ -

E. Supplies

List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Item	Computation	Cost

TOTAL SUPPLIES $ -

F. Construction

Provide a description o fthe construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost

TOTAL CONSTRUCTION $ -

G. Consultants/Contracts

Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in exceeds of $450 per day or $56.25 per hour require additional justification and prior approval from OJP.

Name of Consultant	Services Provided	Computation	Cost

Subtotal $ -

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost

Subtotal $ -

Contracts : Provide a description of the product or service to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts of $100,000.

TOTAL CONSULTANTS/CONTRACTS $ -

Applicants will follow their respective city's procurement policies

H. Other Costs

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide the monthly rental costs and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Description	Computation	Cost

TOTAL OTHER COSTS $ -

I. Indirect Costs

Indirect costs are allowed only if the applicant has a Federal approved indirect costs rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost

TOTAL INDIRECT COSTS $ -

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support this project.

Budget Category	Amount
A. Personnel	$ 7,441
B. Fringe Benefits	$ 2,657
C. Travel	$ -
D. Equipment	$ -
E. Supplies	$ -
F. Construction	$ -
G. Consultants/Contracts	$ -
H. Other	$ -
Total Direct Costs	$ 10,098
I. Indirect Costs	$ -
TOTAL PROJECT COSTS	$ 10,098

Federal Request	$ 10,098
Non-Federal Amount	$ -

AS-13744 **Consent A. 1.**

BOCC Agenda

Meeting Date: 10/01/2024

2024 Interlocal Agreement City of Longview - Byrne Justice Assistance Grant

Submitted For: Katrina Harris **Submitted By:** Katrina Harris

Department: Sheriff

Information

Subject and Summary Statement

The City of Longview jointly with Cowlitz County annually applies for a Bryne Justice Assistance Grant (JAG) for the purpose of supporting the Longview Police Department School Resource Officer Program. Longview has been applying for this grant for many years. When it first began consideration was given as to which local government was most capable of adhering to the financial and programmatic requirement according to federal guidelines governing expenditure, monitoring, and reporting for JAG funding.

A JAG MOU, signed by each jurisdiction's authorized representative (City/County highest ranking official or designee), is required from all disparate applicants, regardless of the manner in which funds will be used or distributed. As an example, the City would like to have a School Resource Officer Program. The jurisdictions agree with this stagey, and the total allocation is awarded to the City of Longview. In this scenario, each jurisdiction must be included in the JAG MOU, and indicate agreement that the City will receive the total allocation. The JAG MOU must certify that the City or County that does not receive funds: 1) recognizes the funds in question will be provided for a single project; 2) believes the proposed project will provide a direct local benefit to their City of County; and 3) agrees providing funding for a single project is in the best interest of their City/County.

The total 2024 grant amount for all participating agencies is $10,098. Funds in 2023 was $11,852; 2022 was $10,664; 2021 was $10,934; 2020 was $10,688; 2019 was $12,972; and in 2018 was $14,271. If Cowlitz County received funding the amount the Sheriff's Office would receive would be a fraction of the total grant amount. The Sheriff's Office feels that in 2020 it would not be able to implement a program that complied with the grant requirements. And because students living in unincorporated parts of the County attend Longview School District, it is recommended that Cowlitz County not participate in this program and to allow the City of Longview the use of the entire grant amount in support of their School Resource Officer Program.

Will Staff Attend - NAME OF STAFF

Sheriff - or designee

Department Recommendation

Staff recommends the Board of County Commissioners approval of the Interlocal Agreement between the City of Longview and Cowlitz County for the 2024 Byrne Justice Assistance Grant (JAG) Program in the amount of $10,098.

Attachments

2024 Interlocal Agreement City of Longview - Bryne Justice Assistance Grant $10,098

Form Review

Inbox	Reviewed By	Date

Brad Thurman	Brad Thurman	09/23/2024 11:40 AM
Form Started By: Katrina Harris		Started On: 09/23/2024 09:07 AM

JUST GRANTS PACKAGE NUMBER: 14254189

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LONGVIEW, WASHINGTON AND THE COUNTY OF COWLITZ, WASHINGTON
2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 1st day of October, 2024 by and between The COUNTY of Cowlitz, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of LONGVIEW, acting by and through its City Manager after approval by the City Council, hereinafter referred to as CITY, both of Cowlitz County, State of Washington, (together the "Parties"), witnesseth:

WHEREAS, this Agreement is made under the authority of RCW chapter 39.34; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY of LONGVIEW (acting as the Lead applicant) agrees to provide the COUNTY the sum of $0; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds by providing the COUNTY with the aforesaid sum of $0, and the CITY OF LONGVIEW will retain the sum of $10,098, for the CITY of LONGVIEW'S School Resource Officer program.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

CITY of LONGVIEW agrees to pay COUNTY a total of $0, of JAG funds, from the **2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL PROGRAM AWARD (the "Program Award"),** and retain the balance of $10,098, for its sole authority use.

Section 2.

CITY of LONGVIEW agrees to use the funds allocated to it for law enforcement programs until the end of the grant period.

Section 3.

The performance of the obligations of this Agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The Parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. All parties to this

Agreement agree to the use of the funds in accordance with the terms of the Program Award and provide any such necessary documentation of such compliance to the CITY of LONGVIEW for purposes of reporting to the awarding agency, if any. There shall be no "joint board" as that term is used in RCW 39.34.030(4)(a).

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 7.

This Agreement is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.

Section 8.

The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this Agreement.

Section 9.

No party shall assign this Agreement, or any part hereof, without the written consent of the other Parties. The Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

Section 10.

This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

Section 11.

If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

Section 12.

This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.

Section 13.

All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Longview:

James Duscha, Interim City Manager
City of Longview
1525 Broadway
Longview, WA 98632

Copy to:
City Attorney
1525 Broadway
Longview, WA 98632

If to Cowlitz County:

Board of County Commissioners
County Administration Building, Room 300
207 North 4th Ave, Room 305
Kelso, WA 98626

Copy to:
Kathy Funk-Baxter, Finance Manager
Office of Financial Management
207 North 4th Avenue, room 308
Kelso, WA 98626

Copy to:
Chief Civil Deputy
Cowlitz County Prosecuting Attorney
312 South 1st Ave West
Kelso, WA 98626

Section 14.

All Parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.

Section 15.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute on and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF LONGVIEW, WASHINGTON

James Duscha, Interim City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF COWLITZ, WASHINGTON

DocuSigned by:
Dennis Weber
9959C1D2F93B41D...
Dennis Weber, Commissioner

DocuSigned by:
Arne Mortensen
50C0340DDE244E6...
Arne Mortensen, Commissioner

Absent - excused
Richard Dahl, Commissioner

ATTEST:

Signed by:
Kelly Dombrowsky
39750CE5FD1E47A...
Clerk of the Board

Signed by:
COWLITZ COUNTY WASHINGTON

APPROVED AS TO FORM:

Prosecuting Attorney

City of Longview

Agenda Summary

RESOLUTION NO. 2518 - WINTER FEES AT THE MINT VALLEY GOLF COURSE FOR THE 2024/2025 SEASON & AMENDMENT OF CONFLICTING SECTIONS OF RESOLUTION NO. 2478

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2518

DATE: October 10, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Preserve and enhance neighborhoods
Address quality of place issues
Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:
Council gave direction September 26, 2024 to raise rates for this coming winter at the golf course. Attached is the resolution setting the effective date from and after October 16, 2024.

RECOMMENDED ACTION:
Adopt Resolution No. 2518.

STAFF CONTACT:
Parks and Recreation Director Jennifer Wills

Attachments:
1. Res 2518 - 2024 Winter Rates

RESOLUTION NO. 2518

A RESOLUTION ESTABLISHING WINTER FEES TO BE CHARGED FOR USE OF THE MINT VALLEY GOLF COURSE FOR THE 2024/2025 SEASON, AND AMENDMENT OF CONFLICTING SECTIONS OF RESOLUTION NO. 2478.

WHEREAS, by Resolution No. 2478, the City Council of the City of Longview set the rates to be charged for use of the Mint Valley Golf Course for the term beginning April 2024; and

WHEREAS, the Council desires to set rates for the winter season of 2024/2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview that the following winter fees and charges, along with other conditions, are hereby established as set forth herein for use of the Mint Valley Golf Course during the winter season of 2024/2025. In all cases, the appropriate amount of sales tax will be collected at the time of sale:

Section 1. Winter Daily Rates

The following winter daily rates will be effective from October 16, 2024, through March 31, 2025:

Time	Holes	2023/2024 Rate	2024/2025 Rate	% Change
Open – 1:00	18	$28.00	$37.00	32%
Open – 1:00	9	$18.00	$24.00	33%
Senior/Military	18	$24.00	$32.00	33%
After 1:00	18	$24.00	$30.00	25%
After 1:00	9	$14.00	$20.00	42%
Juniors	9/18	$10/$15	$10/$15	0%

Section 2. Winter Pass

The winter pass, valid from October 16, 2024, through March 31, 2025, will be priced as follows:

Type	2023/2024 Rate	2024/2025 Rate	% Change
Winter Pass	$425.00	$450.00	6%

Conditions covering winter passes:

A. Winter passes are valid only from October 16, 2024, to March 31, 2025.
B. Winter passes are non-transferable and payable in advance. Refunds for winter passes will only be granted in extreme circumstances, subject to written requests and approval by the Director of Parks and Recreation and the City Manager. Refunds will be prorated, and supporting documentation is required.
C. The purchase of a winter pass does not confer membership or additional privileges. Pass holders will still be required to reserve tee times in advance as specified by the Golf Operations Manager.
D. Abuse, obvious deception, or providing false information in obtaining or using a winter pass will render the pass invalid without refund.

Section 3. Amendment of Resolution No. 2478

Resolution No. 2478 is hereby amended to reflect the language adopted herein.

Section 4. Effective Date

This resolution shall be effective for all uses of the Mint Valley Golf Course upon adoption, provided the rates and terms set forth herein shall take effect from and after October 16, 2024.

Passed by the City Council of the City of Longview, Washington, and approved by its

Mayor this 10th day of October, 2024.

Mayor

Approved as to form:
City Attorney

_____ _____

Attest:

City Clerk

_____

City of Longview

Agenda Summary

PROJECT COMPLETION – SUBMERSIBLE MIXER AND CHLORINE BOOSTER SYSTEM

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE SUBMERSIBLE MIXER AND CHLORINE BOOSTER SYSTEM

COUNCIL INITIATIVE ADDRESSED:
Provide sustainable water quality and environmental infrastructure

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:
The Submersible Mixer and Chlorine Booster system has been completed in accordance with the plans and specifications under Contract No. 24-0320-W entered into between the City of Longview and TMG Services Inc. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:
Ivona Kininmonth, Project Engineer

Attachments: None

1525 Broadway
Longview, WA 98632
www.mylongview.com

IAFF 3375 COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 – DECEMBER 31, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Continue effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:
On September 27, 2024 the International Association of Fire Fighters (IAFF) Local 3375 comprised of battalion chiefs and the Fire Marshal and the City reached Tentative Agreement on a 2025 Collective Bargaining Agreement.

Local 3375 notified the City of its 5 member ratification on September 27, 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 3375 members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 10% employee contribution of the co-insurance. 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 3375 Collective Bargaining Agreement for 2025.

Memorandum of Understanding
Between
THE CITY OF LONGVIEW
And
IAFF LOCAL 3375 LONGVIEW FIRE CHIEF OFFICERS

The City of Longview (the "City") and IAFF Local 3375 Longview Chief Officers (the "Union") enter into this Memorandum of Understanding ("MOU") for purposes of extending the current Collective Bargaining Agreement (CBA).

Due to the extended length of time that was required to recruit and the anticipated timeframe to onboard the City's new Fire Chief, the City and the Union hereby agree to a one-year extension of the current CBA, effective from January 1, 2025 through December 31, 2025. The only changes to the terms of the CBA are as noted:

1. Article 10: Salaries
    a. Effective January 1, 2025 all salaries shall be increased by 4.00%.

2. Article 15: Deferred Compensation
    a. Effective January 1, 2025, the City shall make a 5.25% contribution each pay period into the employee's 457 account based on the employee's monthly base salary.

This MOU extends all other terms of the CBA, without modification, through December 31, 2025.

Dated this ___ day of _____2024

CITY OF LONGVIEW	**IAFF LOCAL 3375 LONGVIEW CHIEF OFFICERS**
By:	By:
_____	_____
Jim Duscha, City Manager	Eric Koreis, President
_____	_____
Sabrina Fraidenburg, HR Director	Eric Bergquist, Secretary/Treasurer

City of Longview

Agenda Summary

SET PUBLIC HEARING ON NOVEMBER 14, 2024 FOR PROPOSED ANNEXATION – 4511 OCEAN BEACH HWY AND ASSOCIATED PARCELS

RECOMMENDED ACTION:
MOTION TO SET A PUBLIC HEARING ON NOVEMBER 14, 2024

COUNCIL INITIATIVE ADDRESSED:
Strengthen economic conditions & create new opportunities.

SUMMARY STATEMENT:
The property owner of 4511 Ocean Beach hwy (studio west apartments) included within the comprehensive plan for the city as zoned general commercial, has submitted a notice of intent to commence annexation proceedings to annex into the City from the County. To annex without creating an island, the applicant will be petitioning their neighbors in the proposed annexation area for the 60% petition method.
The proposed annexation was previously approved by the Council, but the petition signatures were not approved by Cowlitz County assessor as they did not accept that the OUA's agreement assumed signatures.

STAFF CONTACT:
Irene Rutikanga, Planner

Attachments: None

City of Longview

Agenda Summary

PERIODIC UPDATE GRANT LETTER OF SUPPORT

RECOMMENDED ACTION:
MOTION TO HAVE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE CITY AS REQUIRED BY THE WASHINGTON DEPARTMENT OF COMMERCE'S PERIODIC UPDATE GRANT.

COUNCIL INITIATIVE ADDRESSED:
Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:
The Washington State Department of Commerce has allocated $20,000 of Periodic Update Grant funding to the City of Longview to provide support to the city to update the city's comprehensive plan. The funding will cover staff time or allow the city to hire a consultant to update the city's critical areas ordinance and other sections of the comprehensive plan as required by Commerce.

STAFF CONTACT:
Nick Little, Community and Economic Development Director

Attachments:
1. Periodic Update Grant Letter of Support

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

October 10, 2024

Washington State Department of Commerce
Growth Management Services
1011 Plum St.
Olympia, WA 98504

RE: Period Update Grant

To Whom it May Concern:

I, Spencer Boudreau, Mayor of Longview, authorize the city's request for the Periodic Update Grant to facilitate the community in the periodic review and update, if necessary, of our comprehensive plan, critical areas ordinance, and development regulations as necessary to meet the requirements of the Growth Management Act.

We agree to pursue, review, and adopt those ordinances and plans necessary for compliance with the Growth Management Act, as funded by this grant, by June 12, 2026.

_____
Spencer Boudreau, Mayor

_____
Date

City of Longview

Agenda Summary

SET PUBLIC HEARING ON OCTOBER 24, 2024 FOR PROPOSED REVENUE SOURCES FOR THE 2025 GENERAL FUND

RECOMMENDED ACTION:
MOTION TO SET PUBLIC HEARING ON OCTOBER 24, 2024

DATE: October 10, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:
RCW 84.55 requires cities that collect regular property tax levies to hold a public hearing on the revenue sources for the following year's current expense budget. The hearing set for October 24, 2024 must include consideration of possible increases in the property tax revenues and shall be held prior to the time that the City levies the taxes or makes the request to have the taxes levied. Adoption of the 2025 property tax levy and Ad Valorem Tax Ordinance has been scheduled for November 7, 2024.

RECOMMENDED ACTION:
Motion to set the public hearing on the 2025 proposed current expense budget revenue sources for October 24, 2024.

STAFF CONTACT:
Lisa Wolff, Finance Manager
Chris Collins, Public Works Director/Assistant City Manager

Attachments: None

City of Longview

Agenda Summary

PROFESSIONAL SERVICES AGREEMENT WITH THE SALVATION ARMY TO MANAGE THE SEVERE WEATHER SHELTER FOR THE 2024/ 2025 WINTER

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE PROFESSIONAL SERVICES AGREEMENT

DATE: October 10, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:
This Agreement provides for the management and operation of the Longview Severe Weather Shelter for this winter. The Salvation army will utilize privately donated funds for the operation up to $40,000 before seeking reimbursement form the City of Longview.

RECOMMENDED ACTION:
Motion to authorize the City Manager to sign the Professional Services Agreement.

STAFF CONTACT:
Public Woks Director/Assistant City Manager Chris Collins

Attachments:
1. Longview Severe Weather THQ signature

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON ("CITY") AND The Salvation Army, a California corporation ("CONTRACTOR") (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 here to as Exhibits A and B (the "Scope of Work"). Such services will be rendered in a timely and professional manner in compliance with all standards and rules reasonably established by the City as set forth in this Agreement. In connection with this Scope of Work, the City shall fulfill the specific obligations set forth in Exhibit C.

B. **Entire Agreement**. This Agreement and the exhibits identified herein constitute the entire understanding between the Parties hereto and supersede all previous agreements, promises, representations, understanding, and negotiations, whether written or oral, including without limitation any previous version of this or any other document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by authorized representatives of both Parties hereto.

2. PAYMENT

A. The City shall reimburse the Contractor only for the activities specified in the Scope of Work and in an amount not to exceed the amount specified in the Scope, and according to the procedures developed by the City. The City will not pay or reimburse expenditures eligible for reimbursement or reimbursed under any other federal or state program, or from any other third-party source including, but not limited to, any privately donated funds. The City will not pay or reimburse expenditures for meal service or other food service that are not previously approved by the City Manager or authorized representative of the City. Reimbursement shall be requested using a Reimbursement Request Form in the format attached, as Exhibit E, submitted and signed by the Contractor's authorized representative.

B. The Contractor shall submit a properly executed Reimbursement Request as frequently as monthly, but at a minimum no later than thirty (30) days after the close of each calendar quarter throughout the term of the Agreement. The City will notify Contractor if it finds one or more errors in the Reimbursement Request, and payment shall not issue until it is resolved in good faith by the parties. If there are any portions of the Reimbursement Request that are not then the subject of good faith dispute, the City shall issue payment in part for that portion or those portions therein, related to the agreed upon budget, Exhibit F. The City does not, by making such payment, waive any rights it may have pursuant to

this Agreement to require satisfactory performance of the services provided herein. The City reserves the right to demand and receive reimbursements made for ineligible costs.

C. All Reimbursement Requests shall be paid by mailing a City check within thirty (30) days of receipt of the proper form as described above, including Contractor's completed tasks, deliverables, documentation, or any combination thereof to the date of the form, 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 upon reasonable notice and upon on reasonable request.

E. If the City determines that the services rendered do not meet the requirements of the Agreement, the City may withhold payment for that portion, as set forth in Section 2.B., above, and the Parties shall endeavor to meet and come to an agreement as to a solution with respect to any good faith dispute, and Contractor shall have no less than fifteen (15) days to cure any condition capable of a cure in such a period, or, for those that cannot be reasonably cured in such a period, fifteen (15) days to take such steps that are reasonable to affect such a cure, but in that event the City may proportionately withhold payment to the extent it is detrimentally impaired by any such delay.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Contractor agrees not to unlawfully 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.** The term of this Agreement shall be from the date of execution to March 31, 2025, unless sooner terminated as provided for in this Agreement. The Agreement may be annually extended for an additional one-year term upon written agreement of the parties.

B. **Rights upon Termination**. This Agreement may be terminated by either party without cause upon thirty (30) 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. **Cooperation upon Termination**. Upon termination of this Agreement by the City due to no fault of Contractor, including, without limitation, lack of funding and the natural expiration of the term, the City shall cooperate with Contractor in the public communication regarding the transition, if any, of the Scope of Work, to another contractor, and in the communication to those specifically served under the Scope of Work in effort to transition those individuals to services provided by that other contractor or another location to the extent that Contractor may no longer be providing services after the termination of this Agreement.

5. 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.

6. INDEMNIFICATION AND HOLD HARMLESS

A. The Contractor shall protect, defend, indemnify, and save harmless the City, it officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement; or (b) the negligent acts or omission of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, and/or award, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

B. The City shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from (a) the City's breach of any obligations, representations, or warranties under the Agreement; or (b) the negligent acts or omission of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims

under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, and/or award arising therefrom all such fees, expenses, and costs shall be recoverable from the City.

7. 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 Exhibit D. The Contractor will cause the indemnified parties, as described in this Section 7 , 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 7. 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.

8. 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/itself 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.

9. 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.

10. FUNDING

A. The City represents and warrants to Contractor the City has appropriated the following funds and obtained or applied for funds from the following additional sources for this Agreement:

	Type	Description	Amount	Appropriated, Applied, or Awarded
☒	Private:	KLMA donation	$40,000	Awarded
☒	City:	Local funds without restrictions	$122,990	Appropriated
☐	County:			
☐	State:	Insert program description and authorization		
☐	Federal:	Insert CFDA# or AL# and program description		

This Agreement ☐is ☒is not subject to the provisions of one or more agreements for funding. If this Agreement is subject to such agreements, then City represents and warrants that it has provided true copies of all such funding agreements, and Contractor represents that Contractor has read and agrees to comply with them in any way that they are applicable to Contractor and as further made applicable to Contractor by virtue of this Agreement.

B. The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.
C. Pursuant to Article 2, the City will only issue reimbursements from local funds after all private donations have been exhausted.

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

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

D. **Trade and Service Marks**. Neither Party will use any trade name, trademark, service mark, or logo of the other Party (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without that other Party's express prior written consent.

E. **No Third-Party Beneficiary**. This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement, including without limitation those clients served under its Scope of Work.

F. **Confidentiality**. Each Party agrees to abide by any requests for confidentiality that the other should make, provided that the requests are specific and directed to particular services or documents, including correspondence and emails. The Parties agree to treat all information related to third parties served under the scope of services of this Agreement as confidential, and each Party further agrees not to disclose such information without the prior, written consent of the person served and the other Party to this Agreement. The nature of the services provided under this contract ☐does ☒does not implicate the provisions of confidentiality laws or regulations requiring a specific kind of contract governing information sharing between the Parties, which if implicated is attached hereto as Exhibit N/A and made a part hereof as though set forth in full.

Nothing in this section shall affect the City's ability to respond to requests made under the Washington Public Records Act, RCW 42.56. Unless subject to a statutory exemption, such records are subject to public disclosure. Should the City receive such a request that relates to the services provided pursuant to this Agreement, the City will notify Contractor of such request, by regular mail (Section 11. G. notwithstanding) as soon as reasonably possible prior to the release of such records.

G. **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 OF LONGVIEW:

Jim Duscha, Interim City Manager
PO Box 128, Longview, WA 98632
1525 Broadway Street, Longview, WA 98632

with copy to

Chris Collins, Assistant City Manager
PO Box 128, Longview, WA 98632
1525 Broadway Street, Longview, WA 98632

CONTRACTOR:

The Salvation Army
Northwest Division Headquarters
Attn: Secretary for Program
111 Queen Anne Ave. N.
Seattle, WA 98109

with copy to

The Salvation Army
Longview Temple Corps
Attn: Major Philip Smith
1639 10th Ave
Longview, WA 98632

H. **Legal Fees**. In any lawsuit between the parties with respect to the matters covered by the Agreement, each party shall pay its own attorneys' fees costs and expenses.

I. **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. Electronically transmitted or reproduced copies of signed documents are valid to the same extent as though bearing original signatures.

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

K. **List of Exhibits.**
Exhibit A - Services and Compensation
Exhibit B – Severe Weather Shelter Program Summary
Exhibit C - City Obligations for Hope Village
Exhibit D - Insurance Requirements
Exhibit E - Reimbursement Request Form
Exhibit F - Program Budget

INWITNESS WHEREOF, the parties have executed this Agreement as of _____, 2024.

The Salvation Army, a California corporation
CONTRACTOR

By: [signature]

Printed Name: KELLY PONTSLER

Title: TREASURER

Address: _____

City/State/ZIP: _____

Tax ID# 94-1156347

CITY OF LONGVIEW

By: _____

Printed Name: _____

Title: _____

Approved as to form:

By: _____
City Attorney

EXHIBIT A
SERVICES & COMPENSATION

1. The Services

1.1 General Description
Contractor shall operate and manage a Severe Weather Shelter Program with an operating shelter site ("McClelland Arts Center") owned by the City and located at 950 Delaware Street, Longview, WA 98632 (the "Premises").

1.2 Services

1.2.1 City will obtain and locate at the Premises sixty-five (65) shelter mats, tables, chairs and a 40' Dry Box container for storage space. If additional space is needed, Contractor shall notify the City in writing and City will make its best effort to provide additional space. Contractor shall maintain facility in good working order, with reasonable wear and tear excepted.

1.2.2 Contractor will timely notify the City in writing regarding maintenance and repair needs for the facility. The City is solely responsible for timely maintenance and/or repairs for structures located on the Premises.

1.2.4 Eligible Severe Weather Shelter guests shall be those who are unsheltered adults, age eighteen (18) and over, men or women. There shall be no sobriety or abstinence criteria, however Severe Weather Shelter shall be a crime-free space with zero tolerance for weapons of any kind, violence, threats or intimidation of any kind, and there shall be no alcohol or substance use in public spaces. As a harm reduction space, there will public posting with guidance as to how to respond to overdose and crisis situations, and no person will be removed from the shelter for alcohol or substance violations without connection to some other program violation or criminal activity.

1.2.5 Contractor will manage Severe Weather Shelter in accordance with its "Severe Weather Shelter Program Summary," attached hereto as Exhibit B, and will provide intake, and guest eligibility for maximum guest population of sixty-five (65) shelter guests.

1.2.6 Contractor will only provide meal service through in kind donations, or prior authorization from City Manager or authorized representative from the City. Any purchases by Contractor related to meal service or other food services must be approved by the City Manager or authorized representative in order to be eligible for reimbursement under the terms of this Agreement.

1.2.8 Contractor will cooperate with the City and uphold the Good Neighborhood Agreement, as well as encouraging client adherence to a Code of Conduct Severe Weather Shelter Policies and Procedures.

1.3 Term of Performance

1.3.1 Contractor will provide services until March 31, 2025 unless sooner terminated under the terms of this Agreement or extended by written agreement of the parties.

1.3.2 Contractor will not be able to provide Severe Weather Shelter or access the McClelland Art center on the following dates:

Mother Son Event – January 31, and February 1, 2025
Father Daughter Dance – February 20-24, 2025
Adult Prom – February 27th - March 1st, 2025

1.4 Deliverable Items

Contractor will develop an internal data tracking mechanism with support from City, and will provide monthly activity and progress reports, as outlined in the contract for services. Monthly activity and progress reports will be made available to the City.

1.5 Designated Personnel

Contractor's main point of contact at the City will be Community Outreach Coordinator, Kayce Settlemier or such other personnel as the City may designate from time to time.

2. Compensation

2.1 Amount

Reimbursement for eligible costs, fees, and expenses shall be first drawn from private funds up to the full amount of Forty Thousand and NO/100 Dollars ($40,000.00). Upon exhaustion of all private funds, reimbursement shall then be drawn from available local funds.

Reimbursement from local funds for eligible costs, fees, and expenses under the Agreement shall not exceed the amount of **One Hundred Twenty-Two Thousand, Nine Hundred and Ninety Dollars ($122,990)**.

2.2 Support

Contractor will furnish such receipts, documents, and other supporting materials as City reasonably may request to verify the content of any invoice.

EXHIBIT B
SEVERE WEATHER SHETER PROGRAM SUMMARY

Program and Services Summary

This program is designed for adults, ages 18 and over, who are experiencing homelessness. Staff management will coordinate inter-agency collaborative efforts and volunteer engagement. The program's primary focus is to provide temporary, overnight shelter, when overnight temperatures are predicted to be below 33 degrees, two or more nights in a row. All policies are developed using Housing First, Harm Reduction, and Trauma-Informed Care approaches. Minimum two staff will be on-site at all times of operation to ensure the safety of all program participants.

Service Components

The Severe Weather Shelter Program is a drug and alcohol-free space.

The Program will have an adequate number of qualified, experienced staff on all shifts to effectively communicate and achieve safety and perform the expected service components. Attempts will be made to ensure that individuals with lived experience of homelessness are included within staff. The Program offers basic needs for overnight shelter.

The Salvation Army Severe Weather Shelter will maintain applicable aspects of facility operations and maintenance, client services, and maintain policies and procedures documenting but not limited to: Client Eligibility, Client Confidentiality and Records Retention, Client Grievance Process, Client Termination or Denial of Services, Crisis Intervention Plan, and a Good Neighborhood Policy.

Intake

The Salvation Army Severe Weather Shelter must allow for the intake of new participants during hours of operation. Program staff must enter client data into the WellSky. Staff should notify City of Longview Outreach Coordinator of all exits/trespasses and incidents that take place on city owned property.

Eligibility requirements include:
-Enrollment in Coordinated Entry is encouraged (not required)
-Must be an adult 18 years of age or older
-Must be experiencing unsheltered homelessness in Cowlitz County at time of referral
-Must be not require hospital or nursing home care
-Must be able to independently complete Activities of Daily Living (ADLs)

Referrals to the Severe Weather Shelter Program will be accepted through:
- Partner agencies, self-referrals and walk-ins as capacity allows. Self-referred participants will be screened for eligibility upon arrival. Any individual found to be ineligible for Severe Weather Shelter will be directed to other resources and given information about shelter alternatives.

**Staff representatives will provide regular updates to the City of Longview Community Outreach Coordinator regarding trends observed to determine any necessary referral protocol changes or to recommend further actions as necessary. **

Pet Policy

Pets are allowed on site but must be always under leashed control of the owner. The owner is expected to care for their animal including feeding and pet relief.

Good Neighbor Agreement

The Salvation Army's Severe Weather Shelter will provide shelter for single adult homeless men and women in Cowlitz County. TSA is committed to providing a safe and healthy environment while protecting the rights of those staying and/or working near the Severe Weather Shelter and in full cooperation with local governments, law enforcement, and other affected agencies. The staff is committed to maintaining good communication with neighbors.

1. Litter and cigarettes butts are to be disposed of in Severe Weather Shelter trash cans and ashtrays.
2. No camping or sleeping in the neighborhood.
3. Yelling and fighting on the property, or in the neighborhood, will not be tolerated and may result in a trespass from the Severe Weather Shelter.
4. No panhandling or soliciting in the neighborhood.
5. No abusive, aggressive, or disruptive behavior in the neighborhood.
6. Storing on publicly owned property is unacceptable and will not be allowed.

Guests will not participate in any behavior or activity that is contrary to the safety and well-being of our immediate surrounding neighborhood homes, properties, businesses, or persons within a 5-block radius.

Guests are subject to discharge from the Severe Weather Shelter for documented neighbor complaints, being trespassed, being arrested by LVPD, or otherwise being found in violation of this agreement for activity or behavior as described above.

Experienced staff

The Salvation Army will make every effort to staff the Program with employees and volunteers that reflect the target population and to have at least two staff members on each shift with one year or more of experience in providing services directly to unsheltered individuals. Ongoing training and resources will be provided to maintain a safe, open culture which meets all participants' wants and needs.

Monthly Performance Metrics

The Salvation Army shall provide a monthly status report to the City that contains, at a minimum, the following deidentified performance metrics

- Total number of guests per night
- Number of calls to emergency services by Program staff and neighbors of the Program
- Number of individuals permanently exited from Severe Weather Shelter.
- Total number of guests exited

- Total number of complaints from neighbors
- Data collection; demographics- Gender, age, length of time unsheltered, last city or county of residence.

EXHIBIT C
CITY OBLIGATIONS FOR SEVERE WEATHER SHELTER

The City shall maintain connections to electricity, water, and sewer to the Severe Weather Shelter at its sole cost and expense. The City shall also maintain suitable fencing, lighting, utilities, garbage, and recycling services and be responsible for timely maintenance and/or repairs to the facility as notified by Contractor. City is responsible for the purchase and maintenance of all structures within on the Premises noted within Exhibit A.

City will, in partnership with the Contractor, review the good neighbor plan ("Good Neighborhood Agreement") taking into consideration the neighboring business owners regarding how to best maintain a clean, safe, and orderly space for all clients, community members, City residents, and business patrons. Full security and management of property outside of the Severe Weather Shelter, including enforcement of a no camping ordinance shall be the exclusive responsibility of the City.

EXHIBIT D
INSURANCE REQUIRMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than $2,000,000 per occurrence /$2,000,000 annual aggregate,

2. Stop/Gap/Employers Liability coverage with limits not less than $1,000,000 per accident/disease,

3. Business Automobile Liability coverage with limits not less than $1,000,000 per accident for any auto,

4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

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

C. Other Provisions.

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees, and volunteers as insureds,

2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,

3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

EXHIBIT E
Reimbursement Request Form

THE SALVATION ARMY NORTHWEST DIVISION- LONGVIEW CORPS	
Invoice form for Cold Weather Shelter Service Reimbursment Request	
For the Month of	24-Oct

Item	Amount
Employee Wages and Benefits	
Food, Supplies, Fuel & Vehicle Maintenance	
Indirect/Admin Cost	
Total Reimbursement Amount	$

EXHIBIT F
Program Budget

6-month budget	
Employee Wages & Benefits	$ 85,500.00
Food (Food Expenses must receive written permission from City Manager), Supplies, Fuel and Vehicle Maintenance	$ 12,500
Indirect cost	$ 24,990.00
Total	$ 122,990

City of Longview

Agenda Summary

FINAL SUMMARY OF BUDGET ADJUSTMENTS AND FINAL COUNCIL DIRECTION FOR THE 2025 AND 2026 BUDGET PREPARATION.

RECOMMENDED ACTION:
MOTION TO APPROVE THE SUMMARY OF CAPITOL IMPROVEMENT PROJECTS, ENHANCEMENTS, BUDGET REDUCTIONS AND GIVE STAFF DIRECTION FOR INCREASING REVENUE WITHIN THE GENERAL FUND.

COUNCIL INITIATIVE ADDRESSED:
Continue effective financial management,

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT
This presentation will summarize council direction for capital improvements, enhancements, budgetary adjustments and general fund reductions for 2025 and 2026. The presentation will also review several revenue enhancement options to aid in closing the structural deficit the general fund is facing in 2025 and 2026.

STAFF CONTACT:
Chris Collins, Public Works Director/ Assistant City Manager

Attachments:
1. 2025.2026 Final Budget Direction

Final Budget Direction

October 10, 2024

AGENDA

01 CAPITAL PROJECTS SUMMARY

02 ENHANCEMENT SUMMARY

03 LONG-TERM REVENUE PLAN

04 MISCELLANEOUS DIRECTON

05 GENERAL FUND BUDGET REDUCTIONS

06 REVENUE ENHANCMENT OPTIONS

01

CAPITAL PROJECT REQUESTS

City departments requested 36 projects:

2025: $14,145,874
2026: $19,195,941

Funds available:

2025: $873,500
2026: $619,807

Final Council decisions	2025	2026
Station 81 and 82 Bay Doors	$260,113	
Roy Morse Field Lights ($275k remaining from 2024)	$300,000	
Roof and Siding Replacement: Mint Valley Pro Shop		$450,000
Walk In Freezer at Mint Valley	$12,500	
Security Cameras at Station 81 & 82	$11,200	
Secure Public Foyer at Station 81	$25,000	
Neighborhood Parks Grant (NPG)	$25,000	$25,000
Parks and Playground Equipment Replacement	$45,000	$45,000
Debt Service (Street Shop)	$48,380	$48,510
ADA Improvements	$50,000	$50,000
Total	$777,193	$618,510

02

COUNCIL DIRECTION FOR ENHANCEMENTS

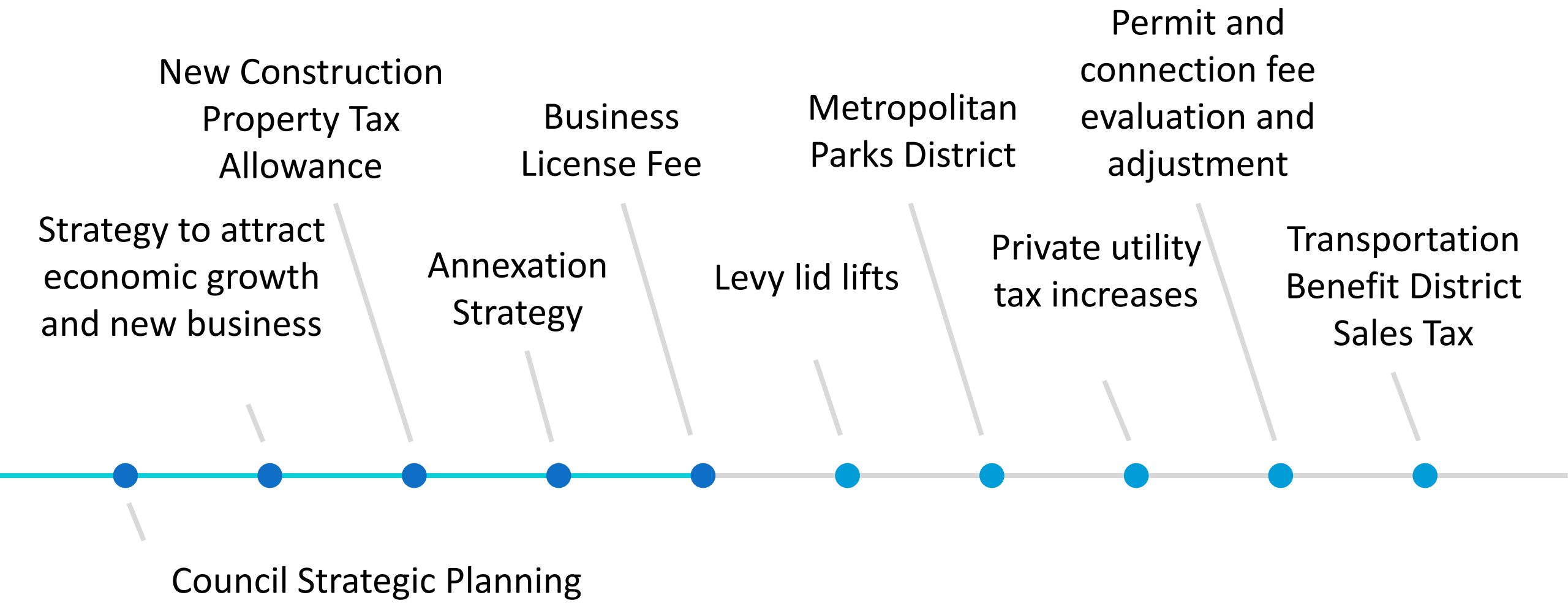
- Add Finance Director position
- = $205k wages and benefits

03

LONG TERM REVENUE PLAN

- **Form a committee at Council retreat January 2025.**
- **The committee and staff will review and recommend a revenue enhancement strategy in line with council's strategic initiatives to present to council early 2025.**

Establish a plan within the first quarter of 2025



04

COUNCIL DIRECTION FOR MISCELLANIOUS CHANGES

- Use remaining ARPA to shore up 2024 General Fund ending fund balance and add $400k/year to supplement Police's jail budget.
- Recover credit card fees for all city services, effective January 1, 2025.

05

SUMMARY OF REDUCTIONS TO GENERAL FUND BALANCE

- **Reductions totaling $4,411,149 each year**
- **Reductions focus on least impactful programs.**
- **10% reductions in service in nearly all General Fund departments:**
  - Community Development
  - Engineering
  - Executive
  - Facilities
  - Finance
  - Fire
  - Fleet
  - Human Resources
  - Information Technology
  - Legal
  - Library
  - Non-departmental
  - Parks
  - Police
  - Recreation
  - Street
  - Traffic

Budget Projections

2024 Ending Fund Balance

General Fund Summary	2024 Budget	2024 Projected
Revenue	$45,832,300	$49,760,870
Expenditures	($48,298,54)	($53,056,980)
Beginning Cash Required to Balance	**($2,466,240)**	**($3,296,110)**
Fund Balance Calculation		
Beginning Fund Balance	$18,545,000	$22,908,270
Beginning Cash Required to Balance	**($2,466,240)**	**($3,296,110)**
Ending Fund Balance	$16,078,760	$19,612,160
% of Ending Fund Balance	**33.29%**	**36.96%**

Budget Projections

2025-2026 Preliminary Budget with reductions in service and **WITHOUT** additional revenue

General Fund Summary	2025 Budget	2026 Budget
Revenue	$46,457,060	$46,294,910
Expenditures	($50,405,060)	($53,783,740)
Beginning Cash Required to Balance	**($3,948,000)**	**($7,488,830)**
Fund Balance Calculation		
Beginning Fund Balance	$19,612,160	$15,664,160
Beginning Cash Required to Balance	**($3,948,000)**	**($7,488,830)**
Ending Fund Balance	$15,664,160	$8,175,330
% of Ending Fund Balance	**31.08%**	**15.20%**

2025-2026 General Fund Outlook

2% increase in revenue; 3% increase in expenditure in out-years

	2025	2026	2027	2028	2029
Beginning Balance	$19,612,160	$15,664,160	$8,175,330	($1,114)	($8,895,059)
Revenue			2% increase	2% increase	2% increase
Baseline Budget	$46,457,060	$46,294,910	$47,220,808	$48,165,224	$49,128,529
Total Revenues	$46,457,060	$46,294,910	$47,220,808	$48,165,224	$49,128,529
Expenditures			3% increase	3% increase	3% increase
Baseline Budget	$50,225,060	$53,603,740	$55,397,252	$57,059,170	$58,770,945
Add Finance Director	$205,000	$212,000			
Total Expenditures	$50,405,060	53,783,740	$55,397,252	$57,059,170	$58,770,945
Ending Fund Balance	$15,664,160	$8,175,330	($1,114)	($8,895,059)	($18,537,475)
% of Ending Fund Balance	31.08%	15.20%	0%	-15.59%	-31.54%
Drawdown on Fund Balance	$3,948,000	$7,488,830	$8,176,444	$8,893,945	$9,642,416

06

REVENUE ENHANCMENT OPTIONS

Option A: Raise B&O Tax

INCREASE B&O TAX RATE

Raise from current rate of .001% to .002% for Retail,
Manufacturing and Wholesale = $0.01 for every $10.00

RAISE THRESHOLD

Increase threshold from $20,000 to $100,000, dropping 663 filers

ADDITIONAL REVENUE

Generates $1,976,000 annually

Budget projections Option A

2025-2026 Budget

General Fund Summary	2025 Budget	2026 Budget
Revenue	$48,433,060	$48,270,910
Expenditures	($50,405,060)	($53,783,740)
Beginning Cash Required to Balance	($1,972,000)	($5,512,830)
Fund Balance Calculation		
Beginning Fund Balance	$19,612,160	$17,640,160
Beginning Cash Required to Balance	($1,972,000)	($5,512,830)
Ending Fund Balance	$17,640,160	$12,127,330
% of Ending Fund Balance	**35.00%**	**22.55%**

Option B: Raise Utility Tax

CURRENT SITUATION

Current rate is 14.5%

RAISE THRESHOLD

Every 1% increase is an additional $300,000.

ADDITIONAL REVENUE

7% increase generates **$2,100,000 annually**

Budget projections Option B

2025-2026 Preliminary Budget

General Fund Summary	2025 Budget	2026 Budget
Revenue	$48,557,060	$48,394,910
Expenditures	($50,405,060)	($53,783,740)
Beginning Cash Required to Balance	($1,848,000)	($5,388,830)
Fund Balance Calculation		
Beginning Fund Balance	$19,612,160	$17,764,160
Beginning Cash Required to Balance	($1,848,000)	($5,388,830)
Ending Fund Balance	$17,764,160	$12,375,330
% of Ending Fund Balance	**35.25%**	**23.01%**

Questions & Discussion

07

APPENDIX: ADDITIONAL OPTIONS

Option C: Raise B&O Tax & Utility Tax

INCREASE B&O TAX RATE

Raise from current rate of .001% to .0015% for Retail,
Manufacturing and Wholesale = $0.01 for every $20.00

RAISE B&O THRESHOLD

Increase threshold from $20,000 to $100,000, dropping 663 filers

RAISE UTILITY RATE

Increase Utility Rate 4%

ADDITIONAL REVENUE

Generates **$2,640,500 annually**
(B&O=$1,440,500; Utility=$1,200,000)

Budget Projections Option C

2025-2026 Preliminary Budget

General Fund Summary	2025 Budget	2026 Budget
Revenue	$49,097,560	$48,935,410
Expenditures	($50,405,060)	($53,783,740)
Beginning Cash Required to Balance	($1,307,500)	($4,848,330)
Fund Balance Calculation		
Beginning Fund Balance	$19,612,160	$18,304,660
Beginning Cash Required to Balance	($1,307,500)	($4,848,330)
Ending Fund Balance	$18,304,660	$13,456,330
% of Ending Fund Balance	**36.32%**	**25.02%**

Option D: Raise B&O Tax

INCREASE B&O TAX RATE

Raise from current rate of .001% to .002% for Retail,
Manufacturing and Wholesale = $0.01 for every $10.00

RAISE THRESHOLD

Increase threshold from $20,000 to $250,000, dropping 969 filers

ADDITIONAL REVENUE

Generates $1,742,000 annually

Budget Projections Option D

2025-2026 Preliminary Budget

General Fund Summary	2025 Budget	2026 Budget
Revenue	$48,199,060	$48,036,910
Expenditures	($50,405,060)	($53,783,740)
Beginning Cash Required to Balance	($2,206,600)	($5,746,830)
Fund Balance Calculation		
Beginning Fund Balance	$19,612,160	$17,406,160
Beginning Cash Required to Balance	($2,206,600)	($5,746,830)
Ending Fund Balance	$17,406,160	$11,659,330
% of Ending Fund Balance	**34.54%**	**21.68%**

Option E: 2 Step B&O-Utility Combo

2025

INCREASE B&O TAX RATE & THRESHOLD

- Raise from current rate of .001% to .002% for Retail, Manufacturing and Wholesale = $0.01 for every $10.00
- Increase threshold from $20,000 to $100,000, dropping 663 filers

2026

INCREASE UTILITY RATE

Increase Utility Rate from 14.5% to 21.5%

ADDITIONAL REVENUE

Generates **$1,976,000 in 2025**

Generates **$ 4,076,000 in 2026**

Budget Projections Option E

2025-2026 Budget

General Fund Summary	2025 Budget	2026 Budget
Revenue	$48,433,060	$50,370,910
Expenditures	($50,405,060)	($53,783,740)
Beginning Cash Required to Balance	($1,972,000)	($3,412,830)
Fund Balance Calculation		
Beginning Fund Balance	$19,612,160	$17,640,160
Beginning Cash Required to Balance	($1,972,000)	($3,412,830)
Ending Fund Balance	$17,640,160	$14,227,330
% of Ending Fund Balance	**35.00%**	**26.46%**

OPTION F: B&O AND UTILITY TAX INCREASE

INCREASE B&O TAX RATE & THRESHOLD

- Raise from current rate of .001% to .002% for Retail, Manufacturing and Wholesale = $0.01 for every $10.00
- Increase threshold from $20,000 to $100,000, dropping 663 filers

INCREASE UTILITY RATE

Increase Utility Rate from 14.5% to 21.5%

ADDITIONAL REVENUE

Generates **$ 4,076,000 annually**

Budget Projections Option F

2025-2026 Preliminary Budget

General Fund Summary	2025 Budget	2026 Budget
Revenue	$50,533,060	$50,370,910
Expenditures	($50,405,060)	($53,783,740)
Beginning Cash Required to Balance	$128,000	($3,412,830)
Fund Balance Calculation		
Beginning Fund Balance	$19,612,160	$19,740,160
Beginning Cash Required to Balance	$128,000)	($3,412,830)
Ending Fund Balance	$19,740,160	$16,327,330
% of Ending Fund Balance	**39.17%**	**30.36%**

City of Longview

Agenda Summary

ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR ADA CURB CUTS

RECOMMENDED ACTION:
AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO SPEND $100,000 TO REPLACE ADA CURB CUTS

COUNCIL INITIATIVE ADDRESSED:
Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:
Gain support from City Council to spend $100,000 of Community Development Block Grant funds on the installation and replacement of ADA curb cuts on Alabama and Florida Street.

FINANCIAL SUMMARY:
$100,000 of Community Development Block Grant funding.

STAFF CONTACT:
Chris Collins, Assistant City Manager, Public Works Director

Attachments:
1. CDBG Curb Cuts

CDBG ADA CURB CUTS

Chris Collins, Assistant City Manager, Public Works Director

City of Longview

Proposal

- The city is proposing to spend $100,000 of CDBG funding on ADA curb cuts.
- These CDBG funds are unspent funds from completed activities.
- These unspent funds have created an inflated CDBG line of credit balance.
- The extra funds are contributing to us being considered untimely by HUD.

Timeliness

HUD Regulation Requirements

- For a grantee to be considered timely their CDBG balance must below 1.5 times below current FY grant.
- The timeliness test takes place the first week of June each year.
- The city's next test will be June 2, 2024.

Current State

- The city has been untimely two years in a row and has been working to spend funding.
- The city has completed a workout plan that is approved by HUD and staff will attend a HUD workshop on 10- 17.
- Our timeliness ratio at our last test was 2.85 down from 3.22 the previous year. Grantees are spending funds faster.

Future State

- FY24 funding has been allocated to large projects that will spend funding quickly.
- Larger projects that will be completed this year include the Highlands Lighting Project and Speed Humps on Alabama & Michigan St.
- With our current spending rate and spending this $100,000 on curb cuts the city estimates a timeliness ratio of 0.85 at our next test.

Un-Timeliness Penalties

The city would see delayed grant agreements until HUD approves yearly workout plans.

Lost CDBG grant funding.

CDBG grant funding could be recaptured by HUD.

Curb Cut Locations

- Intersections of 21st and 22nd Ave and Alabama St. near Archie Anderson Park.
- Intersection of 9th and Florida St.
- Estimating a total of 10 curb cuts being installed.
- The curb cuts will be replacing curb cuts that don't meet current ADA standards and have received complaints.

Benefits of the project

- Installations can be done by our public works department.
  - A crew will be devoted to installing these.
  - Expedites completion of the work and CDBG funding drawdowns.
  - Lowers the city's timeliness ratio and prevents potential fund recapture.
  - Benefits low-to-moderate income areas meeting a CDBG national objective.
- Improved accessibility
  - Brings the ADA ramps up to current construction standards.
  - Improves accessibility to one of our parks and the Highlands Neighborhood Association Building.

QUESTIONS