



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 24, 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
24-00881 NATHANIEL VANDERPLOEG, ROSE VALLEY FRIENDS CHURCH
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES

24-00967 OCTOBER 10, 2024 REGULAR MEETING

24-00968 OCTOBER 17, 2024 SPECIAL MEETING/WORKSHOP

6. CHANGES TO THE AGENDA

7. PRESENTATIONS & AWARDS

24-00972 ORDINANCE NO. 3549 - DONATION AND ACCEPTANCE OF THE "LIGHT OF LONGVIEW"

RECOMMENDED ACTION:

MOTION TO ACCEPT OWNERSHIP OF AND PERMANENT DISPLAY OF THE "LIGHT OF LONGVIEW" INTO THE CITY OF LONGVIEW'S PERMANENT ART COLLECTION BY PASSING ORDINANCE NO. 3549 AND AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICABLE "DONATION OF ART AND TRANSFER OF OWNERSHIP FORMS" ON BEHALF OF THE CITY OF LONGVIEW.

8. CONSTITUENTS' COMMENTS (Thirty Minutes)

9. EXECUTIVE SESSION

24-00854 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

10. PUBLIC HEARINGS

24-00981 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

RECOMMENDED ACTION:

RECEIVE PUBLIC COMMENT ON THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT(CAPER). NO ACTION NEEDED AFTER THE CONCLUSION OF THE PUBLIC HEARING.

24-00778 PROPOSED REVENUE SOURCES FOR THE 2025 GENERAL FUND BUDGET

RECOMMENDED ACTION: CONDUCT THE PUBLIC HEARING

11. BOARD & COMMISSION RECOMMENDATIONS

12. ORDINANCES & RESOLUTIONS

24-00988 RESOLUTION NO. 2519– FORMING A THREE COUNCIL MEMBER BUDGET COMMITTEE

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2519 AND APPOINT THREE CITY COUNCIL MEMBERS TO THE COMMITTEE

13. MAYOR'S REPORT

14. COUNCILMEMBERS' REPORTS

15. CONSENT CALENDAR

24-00882 APPROVAL OF CLAIMS

24-00971 2024 SECOND AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH GRIMM LAW GROUP, PLLC

RECOMMENDED ACTION:**MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE 2024 SECOND AMENDMENT**

- 24-00973 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**

- 24-00982 SET PUBLIC HEARINGS ON NOVEMBER 7 AND 14, 2024 FOR THE PRELIMINARY 2025-2026 BUDGET AND 2025-2029 CAPITAL IMPROVEMENT PLAN (CIP)

RECOMMENDED ACTION:**MOTION TO SET THE PRELIMINARY BUDGET HEARING FOR NOVEMBER 7, 2024 AND CONTINUE TO NOVEMBER 14, 2024 FOR THE FINAL BUDGET HEARING**

- 24-00984 BID REVIEW – MINT VALLEY RACQUET COMPLEX ROOF INSULATION AND VENTING

RECOMMENDED ACTION:**MOTION TO ACCEPT THE LOW BID AND AWARD TO ALPHA DEVELOPERS LLC, IN THE AMOUNT OF \$195,661.00**

- 24-00985 REJECT BID – LONGVIEW POLICE DEPARTMENT GARAGE OVERHEAD DOOR REPLACEMENT

RECOMMENDED ACTION:**MOTION TO REJECT ALL BIDS**

- 24-00986 ORDINANCE NO. 3546 – CODE AMENDMENT RAISING B&O TAX

RECOMMENDED ACTION:**MOTION TO APPROVE ORDINANCE NO. 3546**

- 24-00987 ORDINANCE NO. 3547 – CODE AMENDMENT RAISING UTILITY TAX RATE

RECOMMENDED ACTION:**MOTION TO APPROVE ORDINANCE NO. 3547**

16. **CITY MANAGER'S REPORT**

17. **MISCELLANEOUS**

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, NOVEMBER 14, 2024 – 6:00 P.M.**

THURSDAY, DECEMBER 12, 2024 – 6:00 P.M.

NEXT SPECIAL COUNCIL MEETING:

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

THURSDAY, DECEMBER 5, 2024 - 6:00 P.M. - (NO MEETING THURSDAY, DECEMBER 26, 2024)



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Minutes

City Council

*Mayor Spencer Boudreau
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Council Member Ruth Kendall
Council Member Angie Wean
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Council Member Erik Halvorson*

Thursday, October 10,
2024

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

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

2. **INVOCATION*/FLAG SALUTE**

3. **ROLL CALL**

Present: Mayor Boudreau, Mayor Pro Tem LaFave (on-line), Councilmember Kendall, Councilmember Wean, Councilmember Wallis (on-line at 6:35 pm), Councilmember Young, Councilmember Halvorson

Staff Present: Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Community & Economic

Development Director Nick Little, Parks & Recreation Director Jen Wills, Police Chief Robert Huhta, Human Resources Director Sabrina Fraidenburg, Fire Chief Brad Hannig, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, Finance Director Consultant Jeff Swanson

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

24-00954 SEPTEMBER 26, 2024 REGULAR MEETING

A motion was made by Councilmember Young, seconded by Councilmember Kendall, to approve the September 26, 2024 Regular Meeting Minutes. The motion carried unanimously.

6. **CHANGES TO THE AGENDA**

*Councilmember Young requested to pull the Professional Services Agreement with the Salvation Army from the Consent Calendar for separate consideration.
Council concurred.*

7. **PRESENTATIONS & AWARDS**

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

Mayor Boudreau presented the proclamation to Jill Mathews and Tammy Grimes, who accepted on behalf of the Emergency Support Shelter.

24-00884 SWEARING IN OF FIRE CHIEF BRAD HANNIG

*Mayor Boudreau administered the oath of office to Fire Chief Brad Hannig.
Chief Hannig's wife, Rose, pinned the Chief's badge.*

24-00886 COMMUNITY PERCEPTION SURVEY RESULTS

Public Information Officer Angela Abel presented.

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

*Carol Zonich provided public comment.
Flo Paget provided public comment.
Jennifer Leach provided public comment.
Bob Ferranti provided public comment.
Tina Smith provided public comment.
Jane Ditewig provided public comment.
Paula Stepankowsky provided public comment.
Clint Hash provided public comment.
Leann Nolan provided public comment.
Derek Fine provided public comment.
Jason Still provided public comment.
Melissa Mansion provided public comment.
Shannon Gilman provided public comment.
Mike Pederson provided public comment.
Tom Samuels provided public comment.*

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.**

A motion was made by Councilmember Halvorson, seconded by Councilmember Wean, to authorize the Mayor to sign the PUD Franchise Agreement. The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Boudreau provided a report.

Requested concurrence to designate two annual parades that occur in the city of Longview as cosponsored city events to allow for the city to provide the street closures at no cost to the organizers of the events.

Council discussed the request.

The discussion was continued to the City Manager's Report.

13. COUNCILMEMBERS' REPORTS

Councilmember Young provided a report.

Councilmember Wean provided a report.

Councilmember Kendall provided a report.

Councilmember Halvorson provided a report.

Councilmember LaFave provided a report.

Councilmember Wallis provided a report.

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**

Councilmember Young requested this be a first-touch on the contract. Has concerns and would like to review the contract.

A motion was made by Councilmember Halvorson, seconded by Councilmember Young to amend the contract to include a definition of public space.

Council discussed the motion.

Councilmember Young withdrew his second.

A motion was made by Councilmember Kendall, seconded by Councilmember Young, to appoint a committee including Councilmember Young, Councilmember Kendall and Councilmember Halvorson to review the contract with staff and make modifications and bring the contract back at the next council meeting October 24, 2024.

Jason still provided public comment.

Michael O'Neill provided public comment.

The motion carried unanimously.

14. CONSENT CALENDAR

A motion was made by Councilmember Wallis, seconded by Councilmember Halvorson, to approve the Consent Calendar as presented. The motion carried unanimously.

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

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.**

Public Works Director/Assistant City Manager Chris Collins presented.

Council discussed the presentation.

A motion was made by Councilmember Wean, seconded by Councilmember Kendall, to approve Option E: 2 step B & O Utility Combo. 2025 - raise B & O from current rate of .001% to .002% for retail, manufacturing and wholesale = \$0.01 for every \$10.00 and increase the threshold from \$20,000 to \$100,000, dropping 663 filers. 2026 - increase utility rate from 14.5% to 21.5%.

An amendment was made by Councilmember Halvorson, seconded by Councilmember Wallis, to approve Option C: Raise B & O Tax and Utility Tax. 2025 - raise B & O from current rate of .001% to .0015% for retail, manufacturing and wholesale = \$0.01 for every \$20.00 and increase the threshold from \$20,000 to \$100,000, dropping 663 filers and increase utility rate 4%.

Michael O'Neill provided public comment.

Jason Still provided public comment.

A citizen, name unstated, provided public comment.

The amendment to the motion failed by the following vote:

Ayes: Councilmember Halvorson, Councilmember Young, Mayor Boudreau.

Nays: Councilmember Wean, Councilmember Wallis, Councilmember LaFave, Councilmember Kendall.

An amendment was made by Councilmember Young, seconded by Councilmember Halvorson, to approve Option E: 2 step B & O Utility Combo with modifications. 2025 - raise B & O from current rate of .001% to .0015% for retail, manufacturing and wholesale = \$0.01 for every \$20.00 and increase the threshold from \$20,000 to \$100,000, dropping 663 filers. 2026 - increase utility rate 7% from 14.5% to 21.5%.

An amendment to the amendment was made by Councilmember Wean, seconded by Councilmember Wallis to approve Option E: 2 step B & O Utility Combo with modifications. 2025 - raise B & O from current rate of .001% to .0015% for retail, manufacturing and wholesale = \$0.01 for every \$20.00 and increase the threshold from \$20,000 to \$100,000, dropping 663 filers and increase utility rate 3.5%. 2026 - raise B & O rate of .0015% to .002% for retail, manufacturing and wholesale = \$0.01 for every \$10.00 and keep the threshold at \$100,000 and increase utility rate 3.5%.

The amendment to the amendment failed by the following vote:

Ayes: Councilmember Wean, Councilmember Kendall, Councilmember Wallis

Nays: Councilmember Boudreau, Councilmember Halvorson, Councilmember Young, Councilmember LaFave

An amendment to the amendment was made by Councilmember Young, seconded by Councilmember Wean, to approve Option E: 2 step B & O Utility Combo with modifications. 2025 - raise B & O from current rate of .001% to .0015% for retail, manufacturing and wholesale = \$0.01 for every \$20.00 and increase the threshold from \$20,000 to \$100,000, dropping 663 filers and increase utility rate 3.5%. 2026 - increase utility rate 3.5%.

Jason Still provided public comment.

Anne Bennett provided public comment.

Bruce Holway provided public comment.

The amendment to the amendment carried by the following vote:

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

Nays: Councilmember Halvorson, Councilmember LaFave, Mayor Boudreau

The main motion as amended to increase B & O from current rate of .001% to .0015% for retail, manufacturing and wholesale and increase the threshold from \$20,000 to \$100,000, dropping 663 filers and increase utility rate 3.5% in 2025 and increase utility rate 3.5% in 2026.

Jason Still provided public comment.

A citizen, name unstated, provided public comment.

The main motion as amended carried by the following vote:

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

Nays: Councilmember Halvorson, Councilmember LaFave, Mayor Boudreau

A motion was made by Councilmember Halvorson, seconded by Councilmember LaFave, to direct staff to make a budget enhancement to add five police patrol officers beginning in 2025.

Council discussed the motion. This is a budget enhancement of \$1 million plus.

Jason Still provided public comment.

Bruce Holway provided public comment.

Michael O'Neill provided public comment.

The motion failed by the following vote:

Ayes: Councilmember Halvorson, Councilmember LaFave

Nays: Councilmember Young, Councilmember Wean, Councilmember Kendall, Councilmember Wallis

Abstained: Mayor Boudreau

The council recessed at 9:22 p.m. for a period of 5 minutes and returned at 9:27 p.m.

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

Public Works Director/Assistant City Manager Chris Collins presented.

Council discussed the presentation.

A motion was made by Councilmember Halvorson, seconded by Councilmember Wallis, to authorize the Public Works Department to spend \$100,000 to replace ADA curb cuts. The motion carried unanimously.

Interim City Manager Duscha provided a report.

Mayor Boudreau requested concurrence to designate two annual parades that occur in the city of Longview as cosponsored city events to allow for the city to provide the street closures at no cost to the organizers of the events.

Council discussed the request.

Interim City Attorney Charlotte Archer explained a resolution is needed to address the public benefit so there is no gift of public funds.

A motion was made by Councilmember Young, seconded by Mayor Boudreau, to direct staff to draft a resolution designating the Christmas Parade and the Independence Day Parade as co-sponsored community events, draft a 5-year budget projection and bring back information on applying for tourism funds.

Council discussed the motion.

Jason Still provided public comment.

The motion carried unanimously.

16. MISCELLANEOUS

17. EXECUTIVE SESSION

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

The City Council, Interim City Attorney Charlotte Archer, Human Resources Director Sabrina

Fraidenburg entered Executive Session at 9:54 p.m. pursuant to RCW 42.30.110(1)(g) Performance of a

Public Employee for a period of 16 minutes. At 10:10 p.m. Executive Session was continued for 5 minutes. At 10:25 p.m. all parties came out of Executive Session. No decisions were made.

24-00930 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

The City Council, Interim City Manager Jim Duscha, Interim City Attorney Charlotte Archer, Human Resources Director Sabrina Fraidenburg, and Public Works Director/Assistant City Manager Chris Collins entered Executive Session at 10:28 p.m. pursuant to RCW 42.30.140(1)(i) Potential Litigation for a period of 10 minutes. At 10:39 p.m. all parties came out of Executive Session. No decisions were made.

18. ADJOURNMENT

The meeting was adjourned at 10:39 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

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)



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Minutes

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Council Member Ruth Kendall
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Council Member Keith Young
Council Member Erik Halvorson*

Thursday, October 17,
2024

6:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting/workshop in the Longview City Hall Training Room, 1525 Broadway, Longview, on Thursday, October 17, 2024 at 6:00 p.m. The topics of discussion follow. No final action will be taken.

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**
Mayor Boudreau called the meeting to order at 6:01 p.m.
2. **FLAG SALUTE**
The flag salute was recited.

3. ROLL CALL

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

Staff Present: Interim City Manager Jim Duscha, City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Parks & Recreation Director Jen Wills, Information Technology Director Mike Sullivan, Parks and Urban Forestry Manager Joanna Martin

4. WORKSHOP**24-00801 URBAN FORESTRY (TIME ESTIMATE 1.5 HOURS)**

*Parks and Urban Forestry Manager Joanna Martin led the presentation.
Council discussed the presentation.*

2025 recommendations: Equipment - switch crane truck for 1 ton, add wheel loader, add skid steer, and add tomography machine. Policy and procedure - Urban Forestry Management Plan, tree removal road closure policy, and tree removal checklist.

2026 recommendation: return to council in fall 2025 with recommendations based off of updated Urban Forestry Management Plan.

Council discussed the recommendations.

Staff has funds to switch the crane truck for 1 ton and add the tomography machine, move forward with the tree removal road closure policy and tree removal checklist. Staff needs council approval to add the Wheel Loader and Skid Steer and Urban Forestry Management Plan. Staff will get a quote and scope for the Urban Forestry Management Plan.

5. ADJOURNMENT

The meeting was adjourned at 7:12 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

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

CITY OF LONGVIEW
DONATION AND GIFT ACCEPTANCE AGREEMENT

This Donation and Gift Acceptance Agreement dated the _____ day of _____, 20____.

Between:

JH Kelly
("Donor") a Limited Liability Corporation
And
City of Longview
("The City") a Washington municipal corporation.

For the donation of a lighted sculpture called "Light of Longview" ("donation") located on property owned by the City at Parcel Number 10156, 1600 Louisiana Street in Longview, Washington within the Library Grounds.

1. INTENT

The Donor wishes to support the mission of City of Longview by providing the donation on City owned real property described above to be utilized by all citizens within the library grounds.

2. CITY ACCEPTANCE:

Once the donation is accepted on City property it will be deemed as donated to the City and the City will take ownership and control of the donated property. The City is in no way obligated to replace the improvement if it is vandalized, deteriorated, irreparably damaged, or destroyed.

3. MEMORIAL

The City reserves the right to limit the verbiage on plaques that accompany donations. Donor will consult with the City on proposed wording on any such plaque prior to its creation. The signage or plaque for Donor recognition is the responsibility of the Donor to purchase and City staff will be responsible for installation. The Donor will supply and the City will install a plaque in agreement with the City of Longview Donation, Gift, and Memorial Policy.

The City commits to use its best efforts to have the Donation named "Light of Longview". It is mutually agreed and understood that the naming of City park amenities is controlled by LMC 13.05, and is initially made by the Parks and Recreation Board of the City of Longview, subject to City Council approval.

4. MAINTENANCE AND REMOVAL

Donated park elements, and/or their associated donation acknowledgements, become City property and will be maintained accordingly by the Longview Parks and Recreation staff for the expected life cycle of the donation, under the administrative direction of the Parks Manager. The responsibility of the Parks Division for maintenance or replacement of the donation shall be treated as equal to the responsibility for maintenance and replacement of other City property.

The City reserves the right to remove donations when (a) they interfere with the site safety, maintenance, or construction activities, (b) become unsightly due to vandalism or lack of maintenance and repair, or (c) if the law changes such that the monument, donation, plaque, or message would be treated solely as the speech of a private person rather than the governmental speech of the City. The City will notify the Donors, heirs, or alternate contact of any action related to the disposition of the donation. In certain situations, such as safety or emergency, the notification may be made after the action is taken. In the event a memorial is to be discontinued, a concerted effort will be made to return the plaque to the Donor or heirs at no charge. However, removal and disposal of the donated basketball court shall be the City's sole responsibility.

5. FUTURE RESPONSIBILITY OF DONOR

When the donation meets the intended life cycle or becomes damaged or destroyed, the City will make a reasonable effort to contact the Donor at 360-575-3153 or aott@jhkelly.com. In advance of the expiration of a memorial or notification of damage or destruction, Donors will be contacted first to allow for renewal or replacement at their own expense. If a Donor, heir, or alternate is unable to be reached after six (6) months after initial attempted contact, the location, gift, memorial, or donation may be opened to allow for an additional or new Donor. In the event a memorial is to be discontinued, the plaque commemorating the donation will be offered to the Donor or heirs at no charge.

6. MISCELLANEOUS

This Agreement is between the Donor and the City, and cannot be assigned by the Donor without prior written consent of the City. This Agreement may be amended by mutual consent, in writing, by the City and the Donor. The City of Longview Parks and Recreation Donation Gift and Memorial Policy applies to this Agreement and the Donation hereby provided.

7. RELATIONSHIP OF THE PARTIES

The Donor understands that the reputation of the City cannot be associated with any immoral or unethical activities, unlawful activities, or that do not align with the department mission, policies, park property restrictions, and park master plans. The City sincerely appreciates and acknowledges the commitment of Harlie's Angels to parks and recreation.

DATED this _____ day of _____, 20 ____.

DONOR

Signature:

Printed Name/Title:

Organization:

CITY OF LONGVIEW REPRESENTATIVE

Signature:

Printed Name/Title:

City Attorney

City Clerk:

ORDINANCE NO. 3549

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, ACCEPTING THE DONATION OF THE “LIGHT OF LONGVIEW” SCULPTURE AND TIME CAPSULE FROM JH KELLY AND AUTHORIZING THE INSTALLATION AND MAINTENANCE OF THE MONUMENT AS CITY PROPERTY.

WHEREAS, the City of Longview celebrated its Centennial Anniversary, marking 100 years of community, growth, and achievement; and

WHEREAS, JH Kelly, in collaboration with the Longview Centennial Committee, erected the “Light of Longview” sculpture as a commemorative monument honoring the city’s Centennial and the contributions of the craftsmen and women who have built and sustained the community; and

WHEREAS, the “Light of Longview” sculpture is located on the library grounds in front of the Rose Garden and includes a time capsule containing items contributed by local residents to be opened in the year 2123; and

WHEREAS, JH Kelly has generously donated the “Light of Longview” sculpture and time capsule to the City of Longview, along with all rights, title, and interest therein; and

WHEREAS, the City of Longview desires to formally accept this donation, assume ownership of the sculpture and time capsule, and authorize the installation and maintenance of the monument as part of the City’s property holdings;

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

1. Acceptance of Donation

The City of Longview hereby accepts the donation of the “Light of Longview” sculpture and accompanying time capsule from JH Kelly, which shall be installed and maintained on City property located on the library grounds in front of the Rose Garden.

2. Ownership and Maintenance

The City of Longview shall assume full ownership of the “Light of Longview” sculpture and time capsule, along with responsibility for the ongoing maintenance, preservation, and protection of the monument and its contents.

3. Purpose and Use

The “Light of Longview” sculpture and time capsule shall be used as a permanent monument to honor the Centennial Anniversary of the City and the contributions of those who have shaped the community. The time capsule shall remain sealed until the designated reopening date in the year 2123.

4. Gratitude and Acknowledgments

The City Council extends its heartfelt appreciation to JH Kelly for their remarkable craftsmanship and contribution, which will serve as an enduring symbol of Longview’s history and community spirit.

5. Effective Date

This Ordinance shall take effect and be in force five days from and after its passage, approval, and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW,
WASHINGTON, AT A REGULAR MEETING THEREOF THIS _____ DAY OF
_____, 2024.**

Passed by the City Council this ____ day of _____, 2024.

Approved by the Mayor this ____ day of _____, 2024.

MAYOR

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

Published:_____



City of Longview

Agenda Summary

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

RECOMMENDED ACTION:

RECEIVE PUBLIC COMMENT ON THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT(CAPER). NO ACTION NEEDED AFTER THE CONCLUSION OF THE PUBLIC HEARING.

COUNCIL INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Consolidated Annual Performance Evaluation Report (CAPER) is an annual report that is submitted to the U.S. Dept. of Housing and Urban Development (HUD). The CAPER report informs HUD of the city's progress towards the strategic goals outlined in the city's Consolidated Plan that is submitted to HUD every five years. A copy of the draft report for review can be found at: <https://mylongview.com/713/Grant-Programs>.

STAFF CONTACT:

Kenny Robinson, Program Coordination Specialist

Attachments: None



City of Longview

Agenda Summary

PROPOSED REVENUE SOURCES FOR THE 2025 GENERAL FUND BUDGET

RECOMMENDED ACTION: CONDUCT THE PUBLIC HEARING

DATE: October 24, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

RCW 84.55.120 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 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. Staff has prepared a presentation of the general fund's revenue sources that includes the ad valorem tax levy rate for the 2025 General Fund Budget for Council's consideration. Adoption of the 2025 property tax levy and Ad Valorem Tax Resolution has been scheduled for November 7, 2024.

STAFF CONTACT:

Chris Collins, Public Works Director/Assistant City Manager

Attachments:

1. 2025 Revenue Sources (Ad Valorem) (002)



City of Longview

**2025 General Fund
Revenue Sources**

**Public Hearing
October 24, 2024**

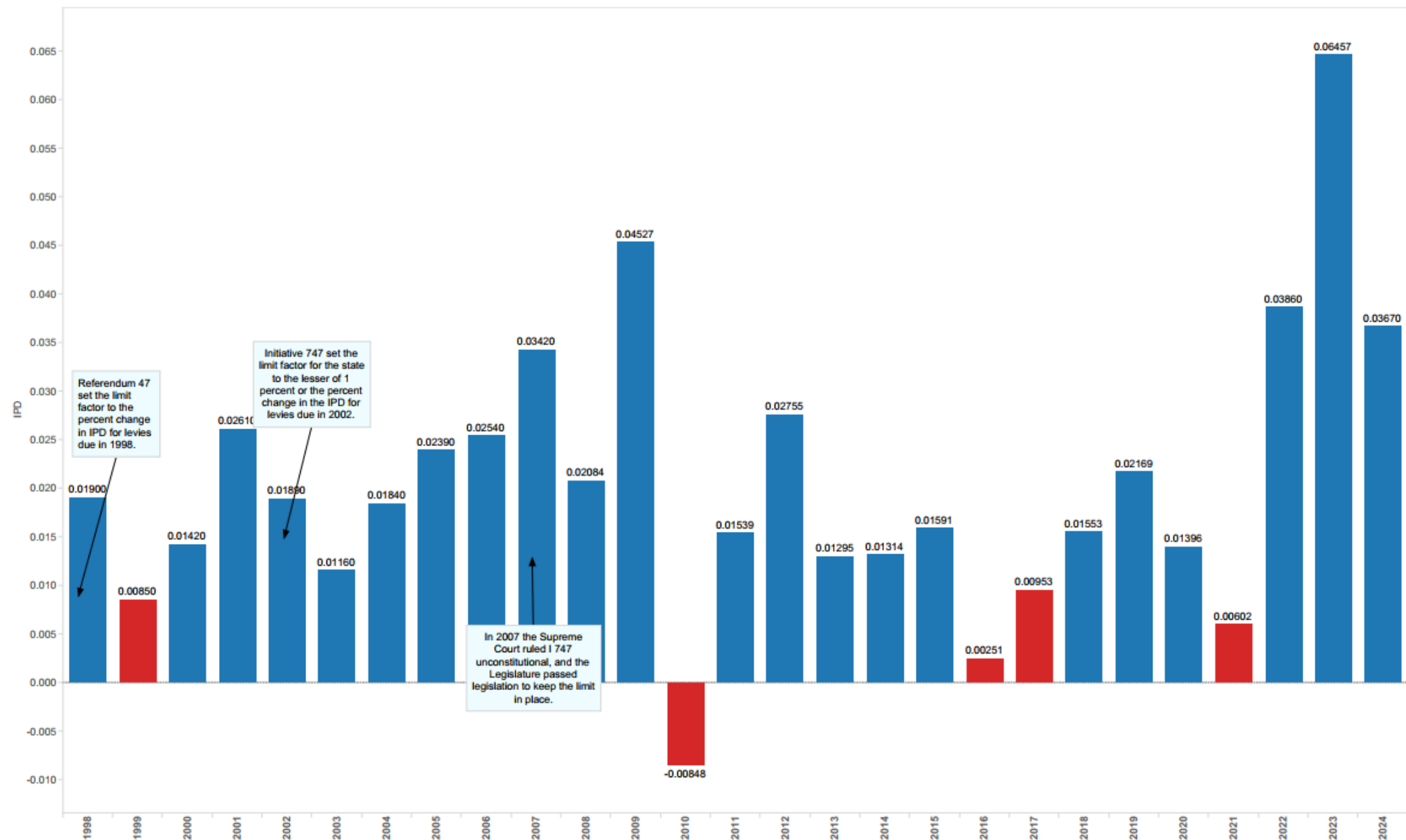
Initiative 747

Summary

- Initiative 747 is an act limiting property taxes that went into effect in 2002
- Taxing districts with a population greater than 10,000 must limit property tax levy increases to the lesser of 1% or the rate of inflation, which is measured by the percentage change in the implicit price deflator (IPD)
- Does not apply to increases in value from new construction, improvements to property, or any increase in the value of state-assessed property

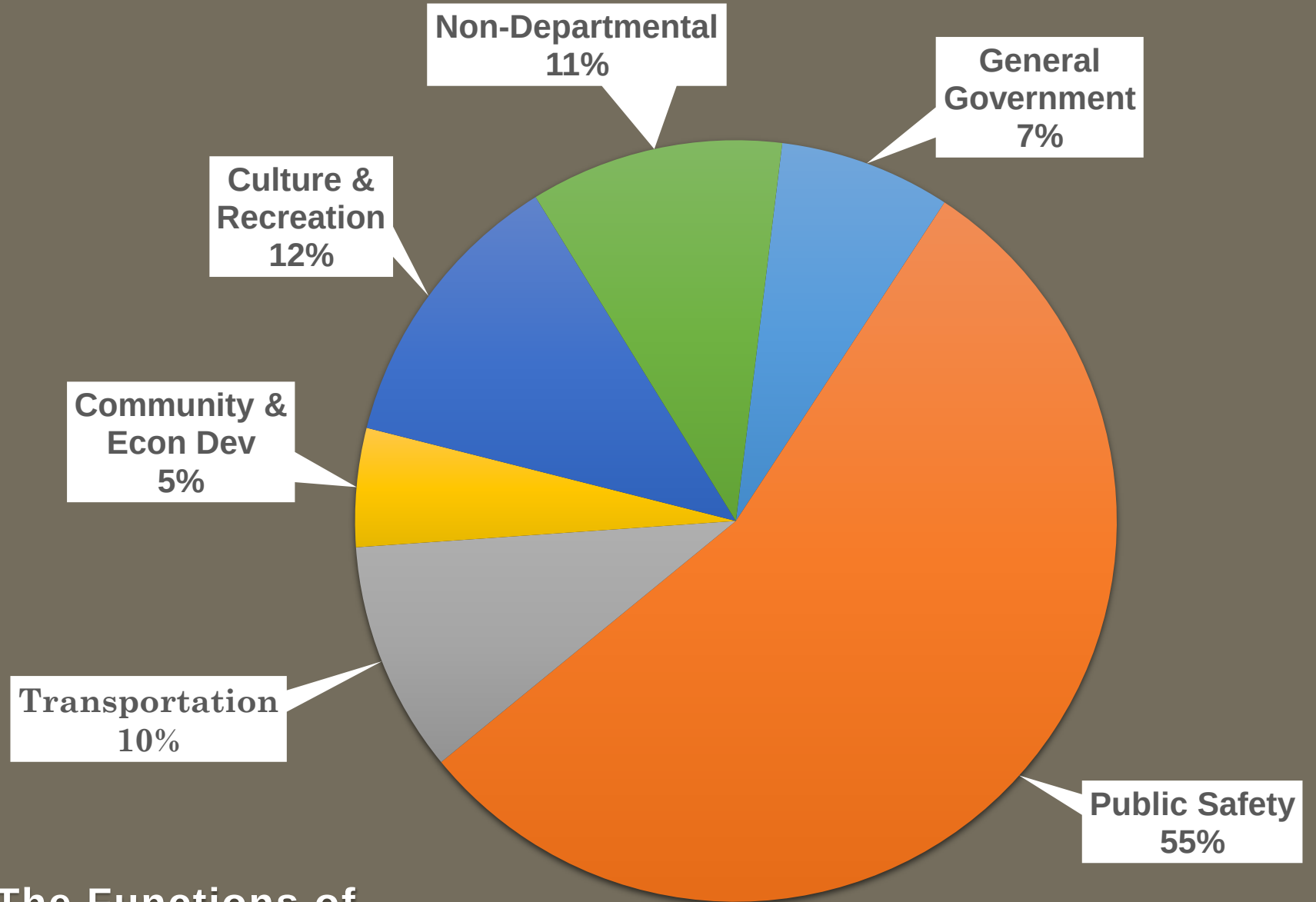
The chart on the next slide illustrates the percentage change in IPD since 1998. The red bars are years where the IPD was less than 1%.

IPD

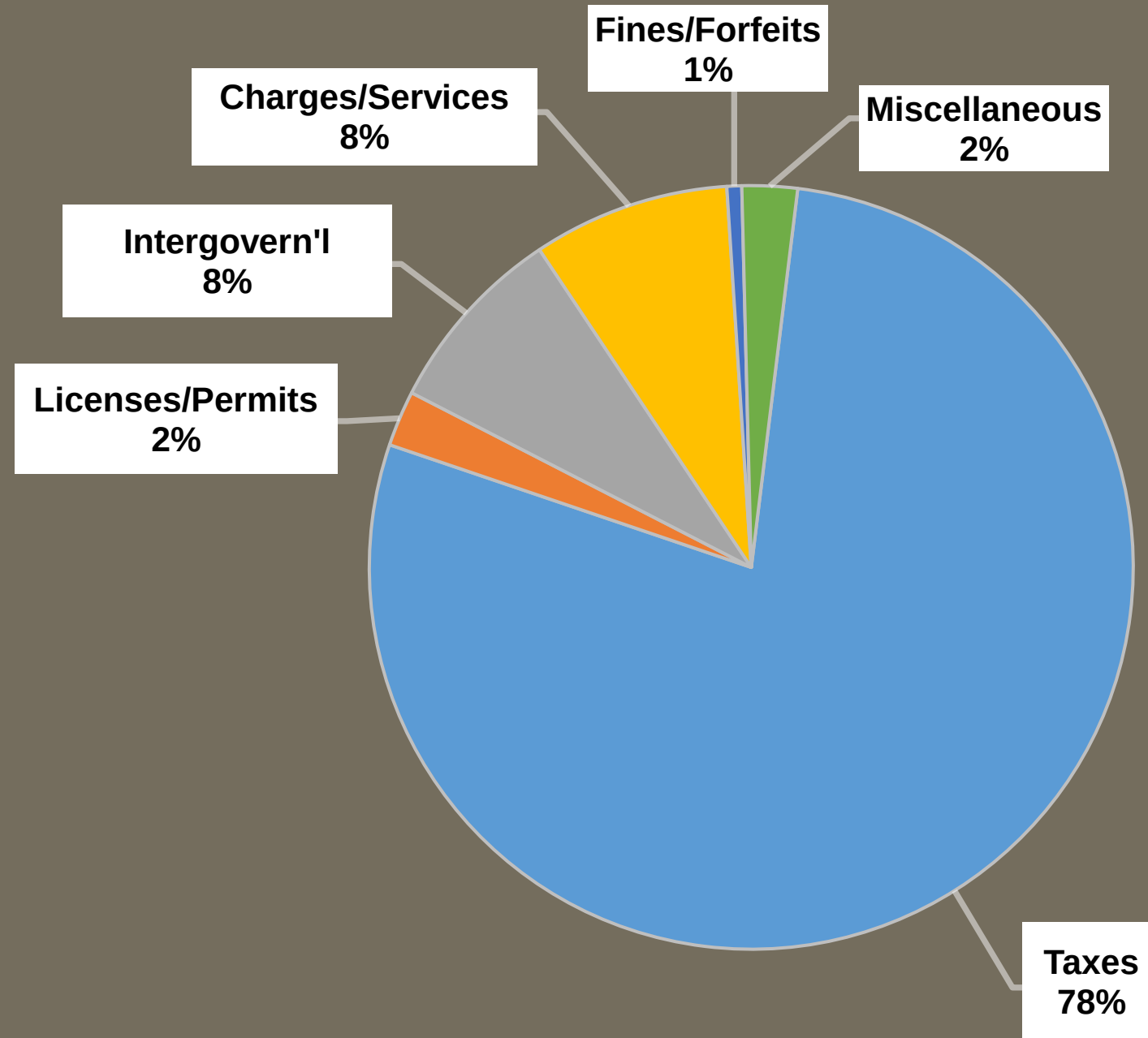


City Services

The Functions of City Government

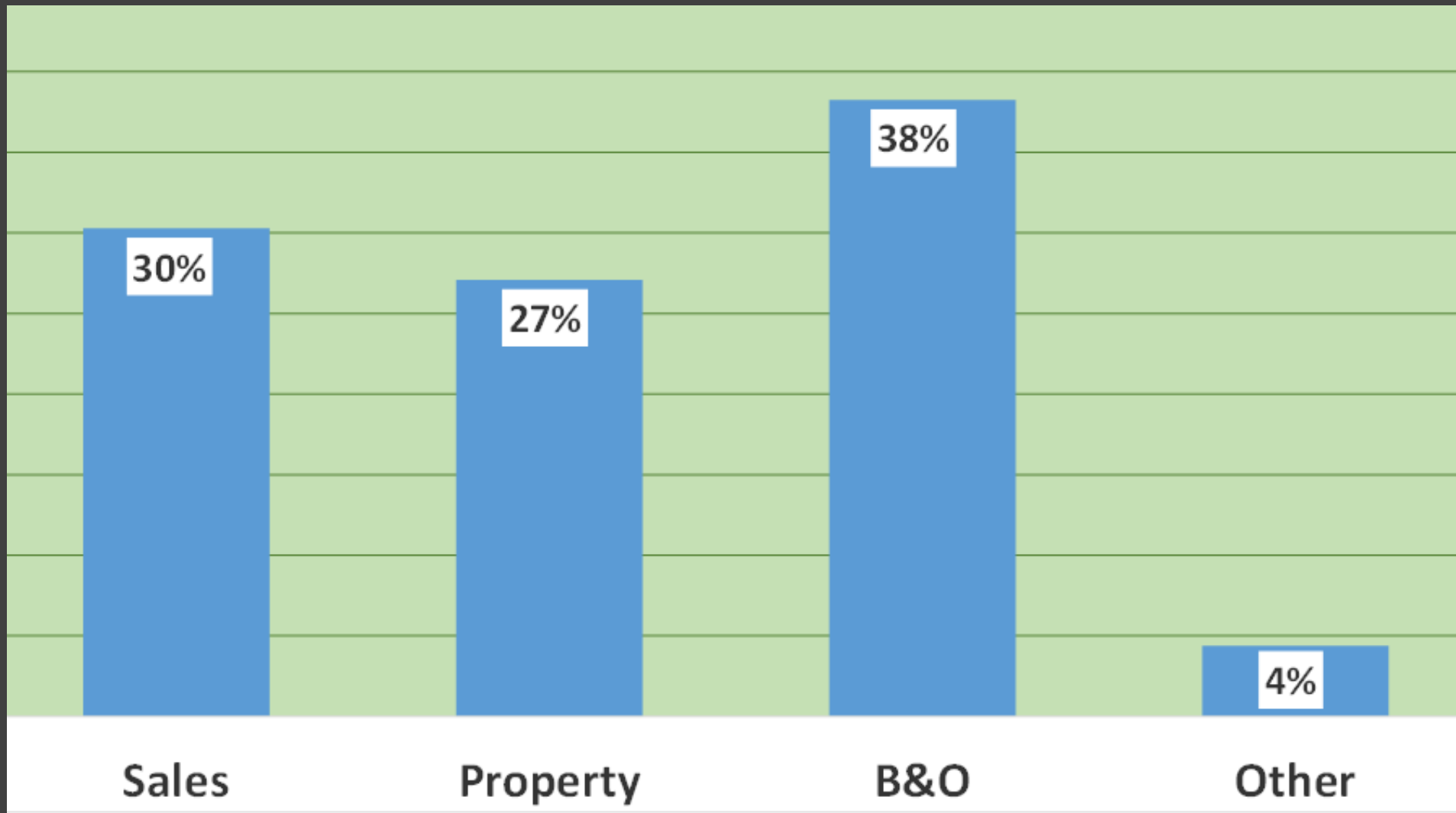


General Fund Revenue Sources



2025 Preliminary General Fund Revenue Budget

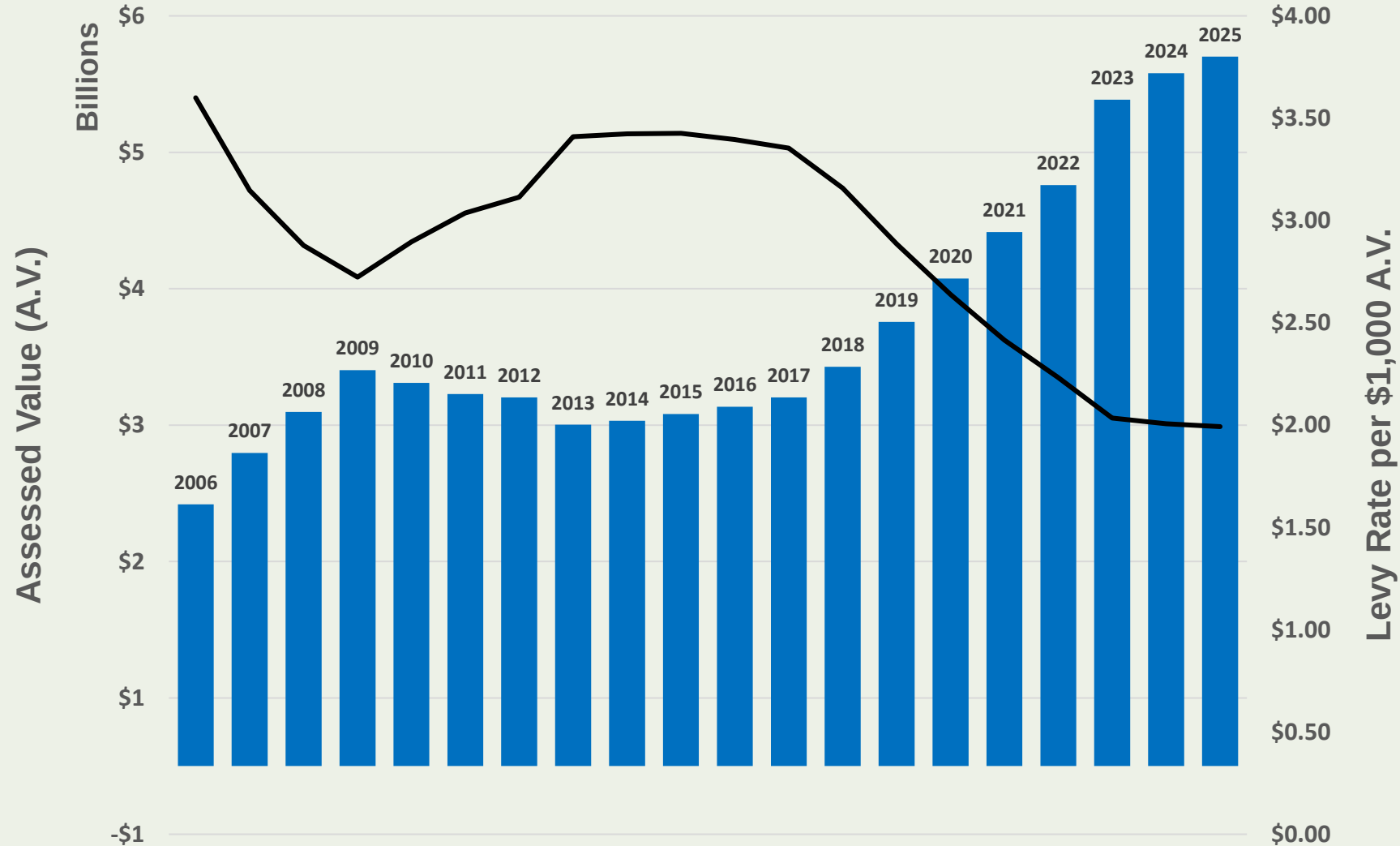
Taxes	38,888,100
Licenses & Permits	1,093,100
Intergovernmental	4,120,800
Charges for Services	3,838,829
Fines & Forfeits	290,600
Miscellaneous	804,150
Other Financing Sources	571,500
TOTAL REVENUES	49,607,079



Tax Revenue Breakdown

History of Assessed Property Values

2025 assessed value of \$5.2 billion is up 2.38% from 2024 assessed value of \$5.08 billion



Comparison of Assessed Value and Property Tax

Year	Assessed Value	% Chg	Levy Rate	% Chg	Property Tax
2014	\$2,532,716,797	1.2%	3.42	0.4%	\$8,671,019
2015	\$2,581,691,836	1.9%	3.43	0.1%	\$8,846,766
2016	\$2,634,873,739	2.1%	3.40	-0.9%	\$8,946,919
2017	\$2,702,263,377	2.6%	3.35	-1.2%	\$9,064,378
2018	\$2,927,784,609	8.3%	3.16	-5.8%	\$9,249,161
2019	\$3,255,976,089	11.2%	2.89	-8.6%	\$9,396,285
2020	\$3,575,298,668	9.8%	2.64	-8.6%	\$9,434,877
2021	\$3,916,064,766	9.5%	2.42	-8.5%	\$9,457,493
2022	\$4,260,529,122	8.8%	2.23	-7.6%	\$9,511,983
2023	\$4,886,772,404	14.7%	2.03	-8.9%	\$9,944,038
2024	\$5,079,870,879	4.0%	2.01	-1.4%	\$10,191,960
2025	\$5,200,913,364	2.4%	1.99	-0.7%	\$10,360,542

The Story of One House

Obviously the scope of data in this report is much bigger than one single taxpayer, and it includes a lot of information that may or may not be relevant to you as an individual. We have included this page to give an example of how the data in this booklet can be applied to an individual property. For the sake of this exercise, we have chosen an average quality, 1-story, 1770 sq ft home situated on a typical lot within Longview City limits. Your own property is likely to be very different in location, size, quality, acreage, and many other factors that affect value, however the data can be applied using the same methodology demonstrated here.



Sample Home
Tax Code Area 400
Neighborhood 39

Taxing Districts in TCA 400	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
State	2.282403	2.083654	2.136948	2.898810	2.596991	2.913142	2.849813	2.659980	2.387190	2.259093
County Current Expense	2.140439	1.972787	1.951732	1.889793	1.733729	1.606574	1.580671	1.248186	1.104988	1.071714
City of Longview	3.426732	3.395578	3.354365	3.159099	2.885858	2.638906	2.415050	2.232583	2.034889	2.006342
Port of Longview	0.449998	0.417696	0.343785	0.258562	0.239382	0.210638	0.195277	0.127510	.049676	0.049964
Longview Sch Dist #122	4.870457	4.286176	4.594816	4.391939	2.828649	2.723436	3.509071	3.186226	2.793035	2.695098
TOTAL LEVY RATE:	13.170029	12.155891	12.381646	12.598203	10.284609	10.092699	10.549882	9.454485	8.369778	8.082212

Special Assessments

Mosquito Control Asmt	0.035804	0.025416	0.035760	3.800000	3.800000	4.550000	4.650000	4.650000	5.500000	5.500000
CDID #1 (Diking)	0.459592	0.412470	0.450825	0.473654	0.451830	0.392575	0.458260	0.461067	0.464631	0.519711
Noxious Weed Asmt	3.320000	3.320000	4.320000	4.820000	4.820000	4.820000	4.820000	4.820000	8.000000	8.000000

CDID #1 is a rate applied per \$1,000 of value; Noxious Weed is a flat assessment per parcel plus a per acre fee; As of 2018, Mosquito is a flat rate based on acreage.

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Property Value	Annual Update + 0% Land + 3% Impr	Annual Update + 0% Land + 8% Impr	Annual Update + 0% Land + 3% Impr	Annual Update + 5% Land + 19% Impr	6-Year Physical Revaluation	Annual Update + 0% Land + 17% Impr	Annual Update + 0% Land + 7% Impr	Annual Update + 0% Land + 11% Impr	Annual Update + 10% Land + 10% Impr	Annual Update + 0% Land + 3% Impr
Land Value	40,000	40,000	40,000	42,000	42,000	42,000	42,000	42,000	46,200	46,200
Improvements Value	130,870	141,140	145,330	172,700	211,410	247,350	264,660	293,780	323,160	332,850
TOTAL AV	170,870	181,140	185,330	214,700	253,410	289,350	306,660	335,780	369,360	379,050
TCA 400 Levy Rate (from above)	13.170029	12.155891	12.381646	12.598203	10.284609	10.092699	10.549882	9.454485	8.369778	8.082212
PROPERTY TAX DUE:	\$2,250.36	\$2,201.92	\$2,294.69	\$2,704.84	\$2,606.24	\$2,920.32	\$3,235.22	\$3,174.63	\$3,091.46	\$3,063.56
Mosquito Control	6.12	4.60	6.63	3.80	3.80	4.55	4.65	4.65	5.50	5.50
CDID #1 (Diking)	78.53	74.71	83.55	101.70	114.50	113.59	140.53	154.82	171.62	197.00
Noxious Weed Asmt	3.32	3.32	4.32	4.82	4.82	4.82	4.82	4.82	8.00	8.00
ASSESSMENTS DUE:	\$87.97	\$82.64	\$94.50	\$110.32	\$123.12	\$122.96	\$150.00	\$164.29	\$185.12	\$210.50
TOTAL AMOUNT DUE:	\$2,338.33	\$2,284.56	\$2,389.19	\$2,815.16	\$2,729.36	\$3,043.28	\$3,385.22	\$3,338.92	\$3,276.58	\$3,274.06

Cowlitz County is an "annual county," which means that all property is to be adjusted to **fair market value** every year per RCW 84.40.030. While we physically reappraise 1/6th of the county each year, we update the valuation of all property annually. This update is based upon the sale of comparable properties prior to January 1st of each year per WAC 459-07-030.

Levy Rate Comparison

0% Increase vs 1% Increase

	0%	1%	City
	New Construction Admin Refund	New Construction Admin Refund	Tax Diff
Levy Rate	\$1.97	\$1.99	
Tax for Lower Range AV = \$54,000	\$106.52	\$107.57	\$1.05
Tax for Mid-Range AV = \$330,000	\$650.95	\$657.38	\$6.43
Tax for Higher Range AV = \$620,000	\$1,223.00	\$1,235.08	\$12.08

Questions?



City of Longview

Agenda Summary

RESOLUTION NO. 2519– FORMING A THREE COUNCIL MEMBER BUDGET COMMITTEE

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2519 AND APPOINT THREE CITY COUNCIL MEMBERS TO THE COMMITTEE

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continued Effective Financial Management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Having a budget committee consisting of three city council members to evaluate and make recommendations to the full council prior to the final adoption offers several key benefits for the City of Longview, Washington:

- **Focused Expertise:** By involving three city council members, the budget committee can leverage the council members' existing knowledge of city operations, finances, and priorities. This smaller group can focus on the details of the budget, gaining a deeper understanding of its complexities before presenting it to the full council.
- **Streamlined Decision-Making:** A smaller committee allows for more efficient and in-depth discussions. The three-member committee can meet more frequently and delve into budgetary issues without the logistical challenges of coordinating larger full council meetings. This leads to a more efficient review process.
- **Balanced Representation:** Including three council members ensures a balanced representation of the council's perspectives while maintaining a manageable size for effective discussion. This ensures that multiple viewpoints are considered without the challenges of having too many decision-makers involved in the detailed review.
- **Preliminary Consensus Building:** The committee helps build early consensus among council members. By evaluating the budget in a smaller group, the committee can identify potential concerns, conflicts, or areas of agreement before the budget is presented to the full council, reducing the likelihood of lengthy debates during official council sessions.
- **Improved Recommendations:** The committee members can collaborate more closely with city staff and finance experts, resulting in well-informed and carefully crafted recommendations. This allows the full council to focus on higher-level decision-making based on clear, thoughtful proposals from their peers who have thoroughly vetted the budget.
- **Increased Accountability:** By having council members involved in the initial budget evaluation, there is greater accountability throughout the process. These members can provide oversight and ensure that the city's financial decisions reflect council goals, community priorities, and long-term planning objectives.
- **Enhanced Communication:** Committee members serve as a bridge between city staff and the full council, communicating the nuances and details of the budget more effectively. Their involvement ensures that important financial matters are communicated clearly and accurately to their fellow council members.

Overall, a budget committee consisting of three city council members helps ensure the budget is thoroughly reviewed, well-understood, and aligned with city priorities before it reaches the full council for final approval.

STAFF CONTACT:

Chris Collins, Assistant City Manager

Attachments:

1. Res. No. 2519 Forming a Budget Committee(10939940.1)

RESOLUTION NO. 2519

A RESOLUTION OF THE CITY OF LONGVIEW, WASHINGTON,
ESTABLISHING A BUDGET COMMITTEE FOR THE CITY OF
LONGVIEW

WHEREAS, the City of Longview recognizes the importance of sound financial management and the need for thorough oversight of the City's budget process; and

WHEREAS, the City Council of Longview seeks to enhance transparency, improve fiscal responsibility, and ensure the strategic use of public funds by forming a dedicated Budget Committee; and

WHEREAS, the City Council believes that a committee composed of its members will provide valuable guidance and recommendations for the budget planning process;

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

SECTION 1. The City Council hereby establishes a Budget Committee for the purpose of reviewing the City's annual budget, assessing financial priorities, and making recommendations to the City Council.

SECTION 2. The Budget Committee shall consist of three (3) members of the City Council appointed and approved by a majority vote of City Council.

SECTION 3. The Budget Committee shall meet with staff at least monthly during the budget preparation process and as necessary to review financial reports, budget amendments, and departmental budget requests throughout the biennial budget cycle.

SECTION 4. The Budget Committee may present its recommendations on the preliminary annual budget to the full City Council prior to the final adoption and at any other times as needed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council of Longview.

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

Mayor

ATTEST:

City Clerk



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

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

FIRST HALF OCTOBER 2024 ACCOUNTS PAYABLE: \$2,122,361.45

FIRST HALF OCTOBER 2024 PAYROLL:

\$13,143.19, checks
\$962,075.00, direct deposits
\$622,408.29, wire transfers
\$1,597,626.48 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

2024 SECOND AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH GRIMM LAW GROUP, PLLC

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE 2024 SECOND AMENDMENT

DATE: October 24, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City provides indigent defense services to individuals who have been certified for representation in criminal charges before the Longview Municipal Court. The city currently contracts with Grimm Law Group to perform these services. SB 5536, also known as the "Blake Fix" took effect on July 1, 2023 making knowing possession or use of counterfeit or controlled substances a gross misdemeanor. The city has seen a significant increase in its overall criminal case load and accordingly requires additional defense attorneys for indigent defendants facing possession or use charges. The city now anticipates needing defense services for approximately 2000 cases and five attorneys during 2024.

RECOMMENDED ACTION:

Motion to authorize the City Manager to sign the 2024 second amendment to the contract for Indigent Defense Services with Longview Municipal Defense.

STAFF CONTACT:

Interim City Manager Jim Duscha

Attachments:

1. 2024_contract_amendment2_100924

CITY OF LONGVIEW

2024 SECOND AMENDEDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES

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

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

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

WHEREAS, SB 5536, also known as the “Blake Fix” took effect on July 1, 2023 making knowing possession or use of counterfeit or controlled substances a gross misdemeanor; and

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

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

WHEREAS, the City now anticipates needing defense services for approximately 2000 cases during 2024, and the Attorneys have accordingly added an additional attorney to handle the increased caseload; and

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

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

Effective upon mutual execution of the 2024 Second Amendment to the Agreement, the City shall pay to the Attorneys for services rendered under the Agreement sixty-five thousand (\$65,000.00) dollars per month. The compensation amount represents the salary and benefits necessary to provide **five (5)** attorneys devoted to public defense for the City each of whom is fully qualified to each be assigned 400 criminal cases per year and, as supplemented in Section 2.3 of the Agreement, all infrastructure, support, and systems necessary to comply with the Standards. Attorneys agree to accept **2000** cases per year.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2024.

CITY OF LONGVIEW

By: _____
Jim Duscha, Interim City Manager

By: _____
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By:  _____
Charlotte Archer

GRIMM LAW GROUP, PLLC

ATTORNEY:  _____
Mayrie Grimm



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

Attachments:

1. PSA SWS City of Longview 2024.SA final edits10.14.24 DC sign

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 only pay or reimburse expenditures that are outlined in this agreement, 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 Exhibit F 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, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from (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.** The Contractor expressly acknowledges that the City is a public entity subject to the Public Records Act (PRA), Chapter 42.56 RCW. As such, all writings that is prepared, owned, used, or retained by the City or its contractor, and which contains information that relates to the conduct of government, or the performance of any governmental or proprietary function, may be subject to production under the PRA. 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,

Nothing in this section shall affect the City's ability to respond to requests made under the Washington Public Records Act, RCW 42.56. 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.

CONTRACTOR

CITY OF LONGVIEW

By: Cynthia Foley

By: _____

Printed Name: Cynthia Foley

Printed Name: _____

Title: Divisional Commander

Title: _____

Address: 111 Queen Anne Ave. N. #300

Approved as to form:

City/State/ZIP: Seattle, WA 98109

By: _____
City Attorney

Tax ID# 94-1156347

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 any public place(s) (as defined at RCW 66.44.010(37)). 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. Contractor will secure and supply adequate First Aid and Naloxone supplies at all times.

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 Exhibit B. 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), Exhibit F.**

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 SHELTER 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. Minimum two staff will be on-site at all times of operation to ensure the safety of all program participants. Contractor must provide proof of completed trauma informed care training.

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 (CPR, First Aid, Trauma Informed Care, Naloxone) 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 REQUIREMENTS

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

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$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

Administrative/ Indirect Costs: include all things that aren't captured within direct costs that are necessary to support the program such as general administration (salaries/expenses associated with accounting, HR, administrative time), DHQ/THQ support, office supplies, etc.

Positions	Hours	Rate	Cost per Night	Total Cost (50 Nights)
Shelter Manager	4	\$30	\$120	\$6,000
Opening Staff				
Opening Lead Shelter Staff (4 PM - 10:30 PM)	6.5	\$25	\$163	\$8,125
Opening Shelter Staff (4 PM - 10:00 PM)	6	\$22	\$132	\$6,600
Opening Shelter Staff (4 PM - 10:00 PM)	6	\$22	\$132	\$6,600
Night Staff				
Night Staff Lead (10 PM – 4:30 AM)	6.5	\$25	\$163	\$8,125
Night Staff (10 PM – 4:00 AM)	6	\$22	\$132	\$6,600
Night Staff (10 PM - 4 AM)	6	\$22	\$132	\$6,600
Closing Staff				
Closing Lead Shelter Staff (4 AM - 9 AM)	5	\$25	\$125	\$6,250
Closing Shelter Staff (4 AM - 9 AM)	5	\$22	\$110	\$5,500
Closing Shelter Staff (4 AM - 9 AM)	5	\$22	\$110	\$5,500
Onboarding				\$2,500
Subtotal Personnel				\$68,400
Fringe Benefits @ 25%				\$17,100.00
Total Personnel				\$85,500
Other Expenses				
Food			\$200	\$10,000
Food Supplies			\$25	\$1,250
Van Gas & Maintenance			\$25	\$1,250
Total Other Expenses				\$12,500
Subtotal Expense				\$98,000
Administrative Expenses				\$24,990
Total Expense				\$122,990



City of Longview

Agenda Summary

SET PUBLIC HEARINGS ON NOVEMBER 7 AND 14, 2024 FOR THE PRELIMINARY 2025-2026 BUDGET AND 2025-2029 CAPITAL IMPROVEMENT PLAN (CIP)

RECOMMENDED ACTION:

MOTION TO SET THE PRELIMINARY BUDGET HEARING FOR NOVEMBER 7, 2024 AND CONTINUE TO NOVEMBER 14, 2024 FOR THE FINAL BUDGET HEARING

DATE: October 24, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

RCW 35A.34 prescribes the process for cities that operate under a biennial budget. RCW requires cities to schedule a preliminary hearing on the budget prior to the final budget hearing, which must be on or before the first Monday in December. The city is scheduled to hold the preliminary hearing on November 7 and the final budget hearing on November 14, 2024.

RECOMMENDED ACTION:

Motion to set the preliminary budget hearing for November 7, 2024 and continue to November 14, 2024 for the final budget hearing.

STAFF CONTACT:

Chris Collins, Public Works Director/Assistant City Manager

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – MINT VALLEY RACQUET COMPLEX ROOF INSULATION AND VENTING

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO ALPHA DEVELOPERS LLC, IN THE AMOUNT OF \$195,661.00

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

Address quality of place issues

SUMMARY STATEMENT:

This project includes installation of new batt insulation, installation of new high strength vapor retardant interior barrier including taping as specified, and any other incidentals necessary to complete the specified work in accordance with the Contract plans, Contract Provisions, and the Standard Specifications.

On October 15, 2024, three bids were received as follows:

\$195,661.00	ALPHA DEVELOPERS LLC
\$207,567.13	SPORTS INTERIORS
\$361,250.31	COASTLINE ROOFING AND CONSTRUCTION INC

\$199,985.00 - Engineer's Estimate

All bids received were determined to be regular and responsive.

FINANCIAL SUMMARY:

Mint Valley Racquet Complex Roof project is funded by the Capital Project Fund.

STAFF CONTACT:

Levi Lindeman, Project Engineer

Attachments: None



City of Longview

Agenda Summary

REJECT BID – LONGVIEW POLICE DEPARTMENT GARAGE OVERHEAD DOOR REPLACEMENT

RECOMMENDED ACTION:

MOTION TO REJECT ALL BIDS

COUNCIL INITIATIVE ADDRESSED:

Enhance public safety & emergency response.

SUMMARY STATEMENT:

This project will provide for the removal and installation of the roll-up doors at the Longview Police Department and any other incidentals necessary to complete the specified work in accordance with the Contract Plans, Contract Provisions and the Standard Specifications.

On October 16, 2024, one bid was received as follows:

\$707,438.83 Pacific Tech Construction

Given the total project budget is less than the bidder's proposal, Staff recommends to City Council to reject all bids. Staff propose to revise the project and re-bid the project quickly, with modifications to bring the project within the total allotted budget.

FINANCIAL SUMMARY:

This project is funded by the General Fund.

STAFF CONTACT:

Keith Walling, Fleet and Facilities Maintenance Manager

Attachments: None



City of Longview

Agenda Summary

ORDINANCE NO. 3546 – CODE AMENDMENT RAISING B&O TAX

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3546

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continued Effective Financial Management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

As part of the final budget direction, Council directed staff to raise the Business and Occupation Tax Rate for Manufacturing, Retailing and Wholesaling from 0.001% to 0.0015% and increase the threshold to \$100,000 beginning on January 1st, 2025.

This code amendment affects this change.

STAFF CONTACT:

Chris Collins, Assistant City Manager

Attachments:

1. Ord No. 3546 - BO Tax 2025 Clean
2. Ord No. 3546 - BO Tax 2025 red

ORDINANCE NO. 3546

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING CHAPTER 5.06.120 OF THE LONGVIEW MUNICIPAL CODE RELATING BUSINESS AND OCCUPATION TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERNDUM; AND SETTING AN EFFECTIVE DATE

WHEREAS, consistent with RCW 35A.82.020, the City of Longview imposes a Business and Occupation Tax (B&O tax) upon businesses operating within the City for the purpose of revenue; and

WHEREAS, from time to time these taxes need to be adjusted to meet the City's needs and to provide services to Longview citizens; and

WHEREAS, the City has evaluated potential revenue generation models, as well as impacts of a potential increase, and has identified a rate for increase that meets the City's needs to provide adequate funding for these services while balancing the impact on the valued business community; and

WHEREAS, the City's B&O tax rate is codified at Chapter 5.05.060 of the Longview Municipal Code, and an amendment to the LMC is required to effectuate a rate increase; and

WHEREAS, on October 24, 2024, the City held a duly-noticed public hearing on revenue sources for the City, including a proposed rate increase; and

WHEREAS, at its regular meetings and workshops on July 30, 2024, September 19, 2024, September 26, 2024, and October 10, 2024, the City Council received public comment on a proposed rate increase; and

WHEREAS, the City Council find it is in the best interests of the City and its residents to amend Chapter 5.05.060 to effectuate a rate increase;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONGVIEW DO ORDAIN AS FOLLOWS:

SECTION 1. Amendment. Section 5.05.060 of the Longview Municipal Code (LMC) shall be and is hereby amended to read as follows:

5.05.060 Imposition of the tax – Tax or fee levied.

(1) Except as provided in subsection (2) of this section, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the city, whether the person's office or place of business be within or without the city. The tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, as follows:

(a) Upon every person engaging within the city in business as an extractor; as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, extracted within the city for sale or for commercial or industrial use, multiplied by the rate of one and one-half tenths of one percent (.0015). The measure of the tax is the value of the products, including by-products, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(b) Upon every person engaging within the city in business as a manufacturer; as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, manufactured within the city, multiplied by the rate of one-and one-half tenths of one percent (.0015). The measure of the tax is the value of the products, including by-products, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(c) Upon every person engaging within the city in the business of making sales at wholesale; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-and one-half tenths of one percent (.0015).

(d) Upon every person engaging within the city in the business of making sales at retail; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business, without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-and one-half tenths of one percent (.0015).

(e) Upon every person engaging within the city in the business of (i) printing, (ii) both printing and publishing newspapers, magazines, periodicals, books, music, and other printed items, (iii) publishing newspapers, magazines and periodicals, (iv) extracting for hire, and (v) processing for hire; as to such persons, the amount of tax on such business shall be equal to the gross income of the business multiplied by the rate of one-and one-half tenths of one percent (.0015).

(f) Upon every person engaging within the city in the business of making sales of retail services; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of one-and one-half tenths of one percent (.0015).

(g) Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections; as to such persons, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of one-fifth of one percent. This subsection includes, among others, and without limiting the scope hereof (whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale), persons engaged in the business of developing or producing custom software or of customizing canned software, producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail or a sale at wholesale, or a retail service.

(2) The gross receipts tax imposed in this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including by-products, as the case may be, from all activities conducted within the city during any calendar year is equal to or less than \$100,000. (Ord. 3414 § 3, 2019; Ord. 3388 § 1, 2018; Ord. 2913 § 3, 2004).

SECTION 2. Referendum. This Ordinance shall be subject to the referendum procedures and provisions stated in LMC 1.35.010 and RCW 35.21.706, copies of which are attached to this Ordinance as Attachment A; provided, that a referendum petition seeking to repeal this Ordinance shall be filed with the city clerk within seven days of passage by the City Council of this Ordinance. In accordance with RCW 35.21.706 and LMC 1.35.010, the referendum procedure stated in RCW 35.21.706 and this Section 2 shall be the exclusive referendum procedure for the increase in B&O tax imposed by this Ordinance, and shall supersede the procedures, to the extent applicable, under Chapter 35A.11 RCW and all other statutory provisions for initiative and referendum which might otherwise apply.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 4. Publication. The City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

SECTION 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect on the 1st day of January 2025, which date shall be at least five (5) days after the date of publication, and at least sixty (60) days from the enactment of this Ordinance.

Passed by the City Council this 24th day of October 2024.

Approved by the Mayor the 24th day of October 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____

ORDINANCE NO. 3546

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING CHAPTER 5.06.120 OF THE LONGVIEW MUNICIPAL CODE RELATING BUSINESS AND OCCUPATION TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERNDUM; AND SETTING AN EFFECTIVE DATE

WHEREAS, consistent with RCW 35A.82.020, the City of Longview imposes a Business and Occupation Tax (B&O tax) upon businesses operating within the City for the purpose of revenue; and

WHEREAS, from time to time these taxes need to be adjusted to meet the City's needs and to provide services to Longview citizens; and

WHEREAS, the City has evaluated potential revenue generation models, as well as impacts of a potential increase, and has identified a rate for increase that meets the City's needs to provide adequate funding for these services while balancing the impact on the valued business community; and

WHEREAS, the City's B&O tax rate is codified at Chapter 5.05.060 of the Longview Municipal Code, and an amendment to the LMC is required to effectuate a rate increase; and

WHEREAS, on October 24, 2024, the City held a duly-noticed public hearing on revenue sources for the City, including a proposed rate increase; and

WHEREAS, at its regular meetings and workshops on July 30, 2024, September 19, 2024, September 26, 2024, and October 10, 2024, the City Council received public comment on a proposed rate increase; and

WHEREAS, the City Council find it is in the best interests of the City and its residents to amend Chapter 5.05.060 to effectuate a rate increase;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONGVIEW DO ORDAIN AS FOLLOWS:

SECTION 1. ~~Amendment. That Chapter Section~~ 5.05.060 of the Longview Municipal Code (LMC) shall be and is hereby amended to read as follows: ~~provided, manifest and numbering errors shall be corrected prior to publication:~~

5.05.060 Imposition of the tax – Tax or fee levied.

(1) Except as provided in subsection (2) of this section, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the city, whether the person's office or place of business be within or without the city. The tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, as follows:

(a) Upon every person engaging within the city in business as an extractor; as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, extracted within the city for sale or for commercial or industrial use, multiplied by the rate of one and one-half tenths of one percent (.0015). The measure of the tax is the value of the products, including by-products, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(b) Upon every person engaging within the city in business as a manufacturer; as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, manufactured within the city, multiplied by the rate of one-and one-half tenths of one percent (.0015). The measure of the tax is the value of the products, including by-products, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(c) Upon every person engaging within the city in the business of making sales at wholesale; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-and one-half tenths of one percent (.0015).

(d) Upon every person engaging within the city in the business of making sales at retail; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business, without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-and one-half tenths of one percent (.0015).

(e) Upon every person engaging within the city in the business of (i) printing, (ii) both printing and publishing newspapers, magazines, periodicals, books, music, and other printed items, (iii) publishing newspapers, magazines and periodicals, (iv) extracting for hire, and (v) processing for hire; as to such persons, the amount of tax on such business shall be equal to the gross income of the business multiplied by the rate of one-and one-half tenths of one percent (.0015).

(f) Upon every person engaging within the city in the business of making sales of retail services; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of one-and one-half tenths of one percent (.0015).

(g) Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections; as to such persons, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of one-fifth of one percent. This subsection includes, among others, and without limiting the scope hereof (whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale), persons engaged in the business of developing or producing custom software or of customizing canned software, producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail or a sale at wholesale, or a retail service.

(2) The gross receipts tax imposed in this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including by-products, as the case may be, from all activities conducted within the city during any calendar year is equal to or less than \$100,000. (Ord. 3414 § 3, 2019; Ord. 3388 § 1, 2018; Ord. 2913 § 3, 2004).

SECTION 2. Referendum. This Ordinance shall be subject to the referendum procedures and provisions stated in LMC 1.35.010 and RCW 35.21.706, copies of which are attached to this Ordinance as Attachment A; provided, that a referendum petition seeking to repeal this Ordinance shall be filed with the city clerk within seven days of passage by the City Council of this Ordinance. In accordance with RCW 35.21.706 and LMC 1.35.010, the referendum procedure stated in RCW 35.21.706 and this Section 2 shall be the exclusive referendum procedure for the increase in B&O tax imposed by this Ordinance, and shall supersede the procedures, to the extent applicable, under Chapter 35A.11 RCW and all other statutory provisions for initiative and referendum which might otherwise apply.

SECTION 32. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section-SECTION 43. Publication. ~~That t~~he City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

Section-SECTION 54. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section-SECTION 6.5 Effective Date. This Ordinance shall be in full force and effect ~~on from and after~~ the 1st day of January 2025~~6~~, which date shall be at least five (5) days after the date of publication, and at least sixty (60) days from the enactment of this Ordinance. -

Passed by the City Council this 24th day of October 2024.

Approved by the Mayor the 24th day of October 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____



City of Longview

Agenda Summary

ORDINANCE NO. 3547 – CODE AMENDMENT RAISING UTILITY TAX RATE

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3547

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continued Effective Financial Management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

As part of the final budget direction, Council directed staff to raise the utility tax rate 3.5% from the existing 14.5% to 18% effective January 1st of 2025 and 3.5% from 18% to 21.5% effective January 1st of 2026.

This code amendment affects this change.

STAFF CONTACT:

Chris Collins, Assistant City Manager

Attachments:

1. Ord No. 3547 - Utility Tax clean
2. Ord No. 3547 - Utility Tax red

ORDINANCE NO. 3547

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING SECTION 5.06.120 OF THE LONGVIEW MUNICIPAL CODE RELATING TO UTILITY TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERENDUM; AND SETTING AN EFFECTIVE DATE

WHEREAS, pursuant to RCW 35A.82.020, the City of Longview imposes taxes upon utilities engaged in business within the City for the privilege of doing so, and with the public purpose of generating revenue to enable the City to meet the needs of its residents; and

WHEREAS, from time to time these taxes need to be adjusted to meet the City's needs and to provide services to Longview citizens; and

WHEREAS, the City has evaluated potential revenue generation models, as well as impacts of those potential options, and has identified a rate for a utility tax increase that meets the City's needs to provide adequate funding for these services with balancing the impact on the utility purveyors; and

WHEREAS, in order to minimize impacts while generating sufficient revenue to fund essential public services, the City intends to phase the increase over two years; and

WHEREAS, the City's utility tax rate is codified at Section 5.05.120 of the Longview Municipal Code (LMC) and an amendment to the LMC is required to effectuate this rate increase; and

WHEREAS, on October 24, 2024, the City held a duly-noticed public hearing on revenue sources for the City, including a proposed rate increase; and

WHEREAS, at its regular meetings and workshops on July 30, 2024, September 19, 2024, September 26, 2024, and October 10, 2024, the City Council received public comment on a proposed rate increase; and

WHEREAS, the City Council find it is in the best interests of the City and its residents to amend Section 5.05.120 LMC to effectuate rate increases in 2025 and 2026; and

WHEREAS, an amendment to the LMC is required to accomplish this purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONGVIEW DO ORDAIN AS FOLLOWS:

SECTION 1. Amendment. Chapter 5.06.120 of the Longview Municipal Code shall be and is hereby amended to read as follows:

5.06.120 Imposition of the tax – Tax or fee levied.

(1) Upon every person engaging within this city in any one or more of the businesses hereinafter mentioned, as to such person the license fee shall be a tax equal to the gross operating revenue of the business multiplied by the rate set out after the business as follows:

(a) The business of selling or furnishing water for hire, commencing January 1, 2025, 18 percent, and commencing January 1, 2026, 21.5 percent;

(b) The business of selling or furnishing or distributing electrical energy within the city, exclusive of the revenue derived from the sale of electrical energy for the purpose of resale, six percent; provided, however, to encourage the location of new manufacturing industries within the city and the expansion of existing manufacturing industries therein, thereby increasing the ultimate revenue to the city, the tax shall not apply to that portion of any monthly billing in excess of \$1,000 charged to any person or company using electrical energy primarily for manufacturing purposes;

(c) Upon any telephone business there shall be levied a tax equal to six percent of the total gross operating revenue derived from the operation of such businesses within the city;

(d) The business of selling or furnishing sanitary sewer service, commencing January 1, 2025, 18 percent, and commencing January 1, 2026, 21.5 percent;

(e) The business of selling or furnishing a garbage or refuse collection service, 18 percent, and commencing January 1, 2026, 21.5 percent;

(f) The business of selling or furnishing or distributing natural gas, six percent; provided, however, to encourage the location of new manufacturing industries within the city and the expansion of existing manufacturing industries therein, thereby increasing the ultimate revenue to the city, the tax shall not apply to that portion of any monthly billing in excess of \$1,000 charged to any person or company using natural gas primarily for manufacturing purposes;

(g) The business of selling or furnishing or distributing television by way of coaxial cable within the city, six percent;

(h) The business of conducting wireless telecommunications carrier services, as defined in Chapter 16.75 LMC, by wireless telecommunications carrier providers that are regulated by Chapter 80.36 RCW, six percent;

(i) The business of selling or furnishing stormwater services, commencing January 1, 2025, 18 percent, and commencing January 1, 2026, 21.5 percent. (Ord. 3472 § 1, 2022; Ord. 3333 § 9, 2016; Ord. 3282 § 1, 2014; Ord. 3229 § 1, 2012; Ord. 3147 § 1, 2010; Ord. 3072 § 1, 2008; Ord. 2914 § 1, 2004).

SECTION 2. Referendum. This Ordinance shall be subject to the referendum procedures and provisions stated in LMC 1.35.010 and RCW 35.21.706, copies of which are attached to this Ordinance as Attachment A; provided, that a referendum petition seeking to repeal this Ordinance shall be filed with the city clerk within seven days of passage by the City Council of this Ordinance. In accordance with RCW 35.21.706 and LMC 1.35.010, the referendum procedure stated in RCW 35.21.706 and this Section 2 shall be the exclusive referendum procedure for the increase in utility tax imposed by this Ordinance, and shall supersede the procedures, to the extent applicable, under Chapter 35A.11 RCW and all other statutory provisions for initiative and referendum which might otherwise apply.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 4. Publication. That the City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

SECTION 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

SECTION 6. This Ordinance shall be in full force and effect from and after the 1st day of January 2025, which date shall be at least five (5) days after the date of publication.

Passed by the City Council this 24th day of October 2024.

Approved by the Mayor the 24th day of October 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published:

ORDINANCE NO. 3547

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING SECTION 5.06.120 OF THE LONGVIEW MUNICIPAL CODE RELATING TO UTILITY TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERENDUM; AND SETTING AN EFFECTIVE DATE

WHEREAS, pursuant to RCW 35A.82.020, the City of Longview imposes taxes upon utilities engaged in business within the City for the privilege of doing so, and with the public purpose of generating revenue to enable the City to meet the needs of its residents; and

WHEREAS, from time to time these taxes need to be adjusted to meet the City's needs and to provide services to Longview citizens; and

WHEREAS, the City has evaluated potential revenue generation models, as well as impacts of those potential options, and has identified a rate for a utility tax increase that meets the City's needs to provide adequate funding for these services with balancing the impact on the utility purveyors; and

WHEREAS, in order to minimize impacts while generating sufficient revenue to fund essential public services, the City intends to phase the increase over two years; and

WHEREAS, the City's utility tax rate is codified at Section 5.05.120 of the Longview Municipal Code (LMC) and an amendment to the LMC is required to effectuate this rate increase; and

WHEREAS, on October 24, 2024, the City held a duly-noticed public hearing on revenue sources for the City, including a proposed rate increase; and

WHEREAS, at its regular meetings and workshops on July 30, 2024, September 19, 2024, September 26, 2024, and October 10, 2024, the City Council received public comment on a proposed rate increase; and

WHEREAS, the City Council find it is in the best interests of the City and its residents to amend Section 5.05.120 LMC to effectuate rate increases in 2025 and 2026; and

WHEREAS, an amendment to the LMC is required to accomplish this purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONGVIEW DO ORDAIN AS FOLLOWS:

SECTION 1. ~~That Amendment.~~ Chapter 5.06.120 of the Longview Municipal Code shall be and is hereby amended to read as follows: ~~provided, manifest and numbering errors shall be corrected prior to publication:~~

5.06.120 Imposition of the tax – Tax or fee levied.

(1) Upon every person engaging within this city in any one or more of the businesses hereinafter mentioned, as to such person the license fee shall be a tax equal to the gross operating revenue of the business multiplied by the rate set out after the business as follows:

(a) The business of selling or furnishing water for hire, ~~14.5~~ commencing January 1, 2025, 18 percent, ~~and commencing January 1, 2026, 21.5 percent;~~

(b) The business of selling or furnishing or distributing electrical energy within the city, exclusive of the revenue derived from the sale of electrical energy for the purpose of resale, six percent; provided, however, to encourage the location of new manufacturing industries within the city and the expansion of existing manufacturing industries therein, thereby increasing the ultimate revenue to the city, the tax shall not apply to that portion of any monthly billing in excess of \$1,000 charged to any person or company using electrical energy primarily for manufacturing purposes;

(c) Upon any telephone business there shall be levied a tax equal to six percent of the total gross operating revenue derived from the operation of such businesses within the city;

(d) The business of selling or furnishing sanitary sewer service, ~~14.5~~ commencing January 1, 2025, 18 percent, ~~and commencing January 1, 2026, 21.5 percent;~~

(e) The business of selling or furnishing a garbage or refuse collection service, ~~14.5~~ 18 percent, ~~and commencing January 1, 2026, 21.5 percent;~~

(f) The business of selling or furnishing or distributing natural gas, six percent; provided, however, to encourage the location of new manufacturing industries within the city and the expansion of existing manufacturing industries therein, thereby increasing the ultimate revenue to the city, the tax shall not apply to that portion of any monthly billing in excess of \$1,000 charged to any person or company using natural gas primarily for manufacturing purposes;

(g) The business of selling or furnishing or distributing television by way of coaxial cable within the city, six percent;

(h) The business of conducting wireless telecommunications carrier services, as defined in Chapter 16.75 LMC, by wireless telecommunications carrier providers that are regulated by Chapter 80.36 RCW, six percent;

(i) The business of selling or furnishing stormwater services, 14.5 commencing January 1, 2025, 18 percent, and commencing January 1, 2026, 21.5 percent. (Ord. 3472 § 1, 2022; Ord. 3333 § 9, 2016; Ord. 3282 § 1, 2014; Ord. 3229 § 1, 2012; Ord. 3147 § 1, 2010; Ord. 3072 § 1, 2008; Ord. 2914 § 1, 2004).

SECTION 2. Referendum. This Ordinance shall be subject to the referendum procedures and provisions stated in LMC 1.35.010 and RCW 35.21.706, copies of which are attached to this Ordinance as Attachment A; provided, that a referendum petition seeking to repeal this Ordinance shall be filed with the city clerk within seven days of passage by the City Council of this Ordinance. In accordance with RCW 35.21.706 and LMC 1.35.010, the referendum procedure stated in RCW 35.21.706 and this Section 2 shall be the exclusive referendum procedure for the increase in utility tax imposed by this Ordinance, and shall supersede the procedures, to the extent applicable, under Chapter 35A.11 RCW and all other statutory provisions for initiative and referendum which might otherwise apply.

SECTION 32. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 43. Publication. That the City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

SECTION 54. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

SECTION 65. This Ordinance shall be in full force and effect from and after the 1st day of January 2025, which date shall be at least five (5) days after the date of publication.

Passed by the City Council this 24th day of October 2024.

Approved by the Mayor the 24th day of October 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____