



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, December 12, 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
24-00878 MARK SCHMUTZ, NORTHLAKE CHURCH
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES

24-001018 DECEMBER 5, 2024 SPECIAL MEETING

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

24-001065 ORDINANCE NO. 3548 - AMENDING THE 2023-2024 BIENNIAL BUDGET.**RECOMMENDED ACTION:****MOTION TO APPROVE ORDINANCE NO. 3548****24-001099 RESOLUTION 2531 - 2025 ANIMAL CONTROL FEES****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2531****24-001146 RESOLUTION NO. 2532 - AUTHORIZING THE CITY MANAGER TO BORROW FUNDS FROM THE GENERAL FUND FOR THE PURPOSE OF FINANCING ARTERIAL STREET, TRANSPORTATION BENEFIT DISTRICT, AND CRIMINAL JUSTICE ASSISTANCE PROJECTS AND OPERATIONS UNTIL GRANT FUNDS ARE RECEIVED.****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2532****24-001147 RESOLUTION NO. 2529 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESTROCK COMPANY AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2529**

- 12. MAYOR'S REPORT**
- 13. COUNCILMEMBERS' REPORTS**

24-001132 APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS**RECOMMENDED ACTION:****APPROVE RECOMMENDED APPOINTMENTS**

- 14. CONSENT CALENDAR**

24-00877 APPROVAL OF CLAIMS**24-001093 RESOLUTION NO. 2525 – INTERLOCAL AGREEMENT WITH THE PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY FOR PROCUREMENT AND INSTALLATION OF WOODEN POLES FOR ROY MORSE PARK LIGHTING UPGRADES**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2525

- 24-001092 **PROCUREMENT AND INSTALLATION OF LIGHTING SYSTEM WITH MUSCO FOR ROY MORSE PARK LIGHTING UPGRADES**

RECOMMENDED ACTION:
MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE AND INSTALLATION AGREEMENT WITH MUSCO FOR ROY MORSE PARK LIGHT SYSTEM

- 24-001096 **LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2027**

RECOMMENDED ACTION:
MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2025-2027

- 24-001113 **SET PUBLIC HEARING FOR ZONING AMENDMENT AT 2262 46TH AVE**

RECOMMENDED ACTION:
MOTION TO SET A PUBLIC HEARING JANUARY 9TH, 2025

- 24-001114 **SET PUBLIC HEARING FOR INTERIM ZONING REGULATION EXTENSION- HIGHLANDS AREA**

RECOMMENDED ACTION:
MOTION TO SET A PUBLIC HEARING JANUARY 23, 2025

- 24-001115 **PROJECT COMPLETION – 46TH AVENUE, OCEAN BEACH HIGHWAY (SR 4) TO OLYMPIA WAY**

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE 46TH AVENUE, OCEAN BEACH HIGHWAY (SR 4) TO OLYMPIA WAY

- 24-001116 **PROJECT COMPLETION – 2650 MAPLEWOOD SLIDE REPAIR**

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE 2650 MAPLEWOOD SLIDE REPAIR

15. CITY MANAGER'S REPORT

- 24-001091 **2025 STATE LEGISLATIVE AGENDA**

RECOMMENDED ACTION:
MOTION TO APPROVE THE 2025 STATE LEGISLATIVE AGENDA

- 24-001098 **DOWNTOWN PARKING MORATORIUM EXTENSION**

RECOMMENDED ACTION:
EXTEND CURRENT MORATORIUM UNTIL JULY 1, 2025

- 24-001130 **CITY MANAGER INTERVIEW DISCUSSION AND GUIDANCE**

16. MISCELLANEOUS

17. EXECUTIVE SESSION**24-001094 COLLECTIVE BARGAINING PER RCW 42.30.140(4)(a)****24-001095 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)****18. ADJOURNMENT**

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

NEXT REGULAR COUNCIL MEETINGS:**THURSDAY, JANUARY 9, 2025 – 6:00 P.M.****THURSDAY, JANUARY 23, 2025 – 6:00 P.M.****NEXT SPECIAL COUNCIL WORKSHOP:****THURSDAY, JANUARY 30, 2025 – 6:00 P.M. – FLUORIDE IN CITY WATER**



City of Longview

1525 Broadway
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Minutes

City Council

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

Thursday, December 5,
2024

6:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, December 5, 2024 at 6:00 p.m. The topics of discussion follow. Final disposition shall be taken on no other matter.

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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. INVOCATION*/FLAG SALUTE
The flag salute was recited.

3. ROLL CALL

Present: Mayor Boudreau, Mayor Pro Tem LaFave, Councilmember Kendall, Councilmember Wean (on-line at 6:28 p.m.), Councilmember Wallis (on-line), Councilmember Young, Councilmember Halvorson

Staff Present: Public Works Director/Assistant City Manager Chris Collins, Interim City Attorney Charlotte Archer (6:04), City Clerk Tiffany Ostreim, Community & Economic Development Director Nick Little, Parks & Recreation Director Jen Wills, Police Chief Robert Huhta, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, Finance Director Consultant Jeff Swanson

4. WORKSHOP**5. APPROVAL OF MINUTES****24-001064 NOVEMBER 14, 2024 REGULAR MEETING MINUTES**

A motion was made by Councilmember Halvorson, seconded by Councilmember Kendall, to approve the November 14, 2024 Regular Meeting Minutes. The motion carried unanimously.

6. CHANGES TO THE AGENDA**7. PRESENTATIONS & AWARDS****8. CONSTITUENTS' COMMENTS (Thirty Minutes)**

Larry Woods provided public comment.

Jeff Wilson provided public comment.

Jason Still provided public comment.

Public Works Director/Assistant City Manager Collins provided clarification on land issue.

9. PUBLIC HEARINGS**10. BOARD & COMMISSION RECOMMENDATIONS****11. ORDINANCES & RESOLUTIONS****24-001019 RESOLUTION NO. 2528 - ADOPTING THE 2025-2029 CAPITAL IMPROVEMENT PLAN****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2528.**

A motion was made by Councilmember Halvorson, seconded by Councilmember Young, to adopt Resolution No. 2528. The motion carried unanimously.

24-001020 ORDINANCE NO. 3551 - ADOPTING THE 2025-2026 BIENNIAL BUDGET**RECOMMENDED ACTION:****MOTION TO ADOPT ORDINANCE NO. 3551.**

Council questioned fire training and IT's increased projections.

Finance Fiscal Manager Lisa Wolff provided information.

IT Director Mike Sullivan explained IT Licensing.

Public Works Director/Assistant City Manager Chris Collins provided clarification on the budget process.

A motion was made by Councilmember Wallis, seconded by Councilmember Young, to adopt ordinance No. 3551.

Jason Still provided public comment.

Public Works Director/Assistant City Manager Chris Collins explained the budget committee.

The motion carried unanimously.

24-001079 RESOLUTION 2526 –AUTHORIZING AN INTERLOCAL AGREEMENT AND LICENSE AGREEMENT WITH THE COWLITZ COUNTY PUBLIC FACILITIES DISTRICT FOR THE CONSTRUCTION OF A GATEWAY ENTRANCE TO THE COWLITZ COUNTY EVENT CENTER.

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2526

Councilmember Wean joined online at 6:28 p.m.

Public Works Director/Assistant City Manager Chris Collins explained the agreement.

A motion was made by Councilmember Halvorson, seconded by Councilmember Wallis, to approve Resolution No. 2526.

Bob Gregory with the Public Facility District provided information on the district's funds which includes a portion of sales tax, lodging tax and a county rural economic development grant.

Jason Still provided public comment.

The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Boudreau provided a report.

13. COUNCILMEMBERS' REPORTS

Councilmember Kendall provided a report.

Councilmember Young provided a report.

Councilmember LaFave provided a report.

14. CONSENT CALENDAR

A motion was made by Councilmember Wallis, seconded by Councilmember Halvorson, to adopt the Consent Calendar.

Mayor Boudreau explained these items have been previously discussed.

The motion carried unanimously with Councilmember Wean abstaining.

24-001082 APPROVAL OF CLAIMS

24-001077 BID REVIEW – 2025 CHEMICAL PURCHASES

RECOMMENDED ACTION:

MOTION TO AWARD CHEMICAL PURCHASE BIDS TO THE BIDDERS IDENTIFIED IN THE AGENDA SUMMARY

24-001078 SET PUBLIC HEARING FOR THE PROPOSED ORDINANCE 3550 - AMENDING THE LONGVIEW MUNICIPAL CODE BY ADDING CHAPTER 11.69 TO ALLOW THE USE OF WHEELED ALL-TERRAIN VEHICLES ON CITY STREETS.

RECOMMENDED ACTION:

SET PUBLIC HEARING FOR ORDINANCE 3550 FOR JANUARY 9TH 2025.

24-001080 RESOLUTION NO. 2527 - DIRECTING THE CITY MANAGER TO EXECUTE A LEASE PURCHASE OF LIFEPAK35 DEFIBRILLATORS.

RECOMMENDED ACTION:
MOTION TO APPROVE RESOLUTION NO. 2527

15. CITY MANAGER'S REPORT

24-001086 RESOLUTION NO. 2530 – EMERGENCY DECLARATION FOR ABANDONMENT AND REPLACEMENT OF THE STORMWATER CULVERT UNDER CLONEY PARK

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2530.

Public Works Director/Assistant City Manager Chris Collins explained the emergency declaration will allow the city to apply for funding assistance.

A motion was made by Councilmember Wallis, seconded by Councilmember LaFave, to adopt Resolution No. 2530.

Jason Still provided public comment.

The motion carried by the following vote:

Ayes: Councilmember Wallis, Councilmember Young, Councilmember LaFave, Councilmember Kendall, Councilmember Wean, Mayor Boudreau

Nays: Councilmember Halvorson

24-001075 UPDATE ON FISHERS LANE PROPERTY

RECOMMENDED ACTION:
INFORMATIONAL ONLY

Community Development Director Nick Little gave an update.

Public Works Director/Assistant City Manager Collins thanked staff for their work.

16. MISCELLANEOUS

17. EXECUTIVE SESSION

24-001081 LEGAL RISK OF A PROPOSED ACTION OR CURRENT PRACTICE PER RCW 42.30.110(1)(iii)

The City Council, Interim City Attorney Charlotte Archer, and Public Works Director/Assistant City Manager Chris Collins entered Executive Session at 6:55 p.m. pursuant to RCW 42.30.110(1)(iii) Proposed Action or current Practice for a period of 20 minutes, until 7:15 p.m. At 7:15 p.m. all parties came out of Executive Session. No action was taken.

18. ADJOURNMENT

The meeting was adjourned at 7:16 p.m.

*Tiffany Ostreim
City Clerk*

Approved: _____
Mayor

NEXT REGULAR COUNCIL MEETINGS:

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

THURSDAY, JANUARY 9, 2025 – 6:00 P.M.

NO MEETING DECEMBER 26, 2024



City of Longview

Agenda Summary

ORDINANCE NO. 3548 - AMENDING THE 2023-2024 BIENNIAL BUDGET.

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3548

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The subject ordinance has been prepared to amend the 2023-2024 biennial budget to authorize revenues and/or expenditures unforeseen at the time the 2023-2024 biennial budget was adopted.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. ORD NO 3548 -Budget Amendment 2024(10959668.1)(10960292.1)
2. 2023-2024 Final Budget Amendment

ORDINANCE NO. 3548

AN ORDINANCE OF THE CITY OF LONGVIEW,
AMENDING THE 2023-2024 BIENNIAL BUDGET AS ADOPTED
BY ORDINANCE NO. 3473 TO RECOGNIZE EXPENDITURES
AND REVENUES NOT ANTICIPATED AT THE TIME OF THE
ADOPTION OF THE 2023-2024 BIENNIAL BUDGET; PROVIDING
FOR TRANSMITTAL TO THE STATE; PROVIDING FOR
PUBLICATION; AND SETTING AN EFFECTIVE DATE,

WHEREAS, on December 8, 2022, the City Council of the City of Longview adopted the biennial budget of the City of Longview for 2023-2024; and

WHEREAS, the City desires to keep current on necessary budget amendments that reflect adjustments to revenue, expenditures, and the position/salary table that occur throughout the fiscal period; and

WHEREAS, the City Council finds that it is necessary to consider amendments to the 2023-2024 to reflect additional funds and additional expenditures, and said matters were not contemplated at the time of the adoption of said 2023-2024 biennial budget;

WHEREAS, the City will adjust all 2024 ending fund balances to reflect the impact of these budget amendments; and

WHEREAS, the City Council met on December 12, 2024, to review the proposed budget amendments; and

WHEREAS, the City Council has considered the proposed budget amendments and finds that amendments authorized by this Ordinance are consistent with applicable laws and financial policies, and further the public's health, safety, and welfare; now, therefore,

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

SECTION 1. Amendment. The 2023-2024 Biennial Budget is hereby amended as follows:

That the General Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

a) Revenue shall be increased to provide for recognition of

ARPA funds as revenue replacement, a State of Washington grant, higher than expected investment earnings, Friends of the Library and Library Foundation contributions, Opioid lawsuit settlement proceeds, transfers-in from the Transportation Benefit District, LID Construction, and Water Construction funds to cover street crew materials and equipment costs, LID preformation costs, and receive reallocated ARPA funds, respectively, as well as an increase in fund balance required to balance: \$12,026,920.00

- b) General Fund expenditures shall be increased for indigent defense, police officer overtime, prisoner room and board, fire personnel overtime, Library supplies and services, special legal services, management consultant, Hope Village operational expenses, transfer-out to Insurance Reserve to cover large increases of premiums, transfers-out to funds housing ARPA projects, and a transfer-out to the Building Replacement Fund for the Ameresco Energy Savings and Library HVAC and Windows projects: \$12,026,920.00

That the Arterial Street Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenues shall be increased to provide for a variety of Federal and State grant funding, as well as funding from a Cowlitz County Interlocal Agreement and CDBG grant funding: \$3,373,590.00
- b) Expenditures shall be increased for Traffic Data Collection, Maplewood Slide Stabilization, 46th Avenue Reconstruction, Washington Way Pavement Rehabilitation, Columbia Heights Safety Improvements, Complete Streets, Beech Street and 30th Avenue Bike Lanes, Downtown Traffic Signals, Rapid Flashing Beacons, Tennant Way Corridor Signals, and Speed Humps-Michigan/Alabama projects, as well as a transfer out to the LID Construction Fund: \$3,373,590.00

That the HOME Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) HOME Fund revenues shall be increased to account for revenue from the Affordable Housing Sales Tax enacted by Ordinance 3474 in 2023, greater than expected Affordable Housing State Shared Tax and HOME grant revenues, an Extreme Weather Response Grant, higher than budgeted investment interest, and a transfer in from General Fund for an ARPA project: \$2,400,885.00

- b) HOME expenditures shall be increased to provide for greater than expected HOME program activity, the HOSWWA Interlocal Agreement for affordable housing, setting up a Severe Weather Shelter, and contributions to ending fund balance: \$2,400,885.00

That the Insurance Reserve Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenues shall be increased to provide for higher than expected investment earnings, increased industrial insurance contributions, and a transfer in from General Fund to provide sufficient fund balance required to balance: \$1,339,460.00
- b) Expenditures shall be increased to provide for higher than anticipated workers compensation, medical claim, and unemployment payments, insurance premium increases, a Public Information Officer position, and Gensuite software subscription costs: \$1,339,460.00

That the Criminal Justice Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenues shall be increased to provide for COPS Technology, WASPC Traffic Safety, Pedestrian and Cycling Safety, Officer Wellness, and Phlebotomy grants, as well as higher than expected state shared revenues, investment earnings, contributions, and unclaimed and confiscated property proceeds: \$81,000.00
- b) Expenditures shall be increased to provide for increased investigation expenses, grant funded behavioral health specialist positions, and other increased supply and equipment expenditures related to grant funding: \$81,000.00

That the Public Safety Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenues shall be modified to provide for increased program fines and investment earnings: \$60,000.00
- b) Expenditures shall be increased to provide funding for traffic safety equipment and services, and to contribute to ending fund balance: \$60,000.00

That the Transportation Benefit District Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- c) Revenues shall be modified to provide for increased vehicle licensing fees enacted by Ordinance No. TBD 23-01, state grant funding for the Olympia Way and Nichols Boulevard project, and greater than expected investment earnings: \$2,474,880.00
- d) Expenditures shall be increased to provide funding to complete the California Way Rehabilitation and Olympia Way and Nichols Boulevards projects, for a transfer out to the General Fund to cover street crew materials and equipment, and to contribute to ending fund balance: \$2,474,880.00

That the Building Replacement Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenues of the Building Replacement Fund shall be modified to provide for grant funding and transfers in from the General and Water Construction Funds to complete projects: \$3,740,310.00
- b) Building Replacement Fund appropriations shall be increased to complete Vandercook Park Restroom, Library HVAC and Windows, and the Ameresco Energy Savings Performance Contract projects: \$3,740,310.00

That the Parks and Recreation Memorial Trust Fund of the 2023-2024 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenues of the Parks and Recreation Memorial Trust Fund shall be modified to provide for increased investment earnings and usage of fund balance: \$136,200.00
- b) Parks and Recreation Memorial Trust Fund appropriations shall be increased to provide a transfer out to the Capital Projects Fund to complete ceiling replacement and bathroom refresh projects at the Mint Valley Racquet Club per council directive in preparation for the US Tennis Association's contracted usage: \$136,200.00

SECTION 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 3. Corrections. Upon approval of the city attorney, the city clerk and the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

SECTION 4. Publication. This Ordinance shall be published by an approved summary consisting of the title. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after five (5) days from its passage and publication.

Passed by the City Council this 12th day of December, 2024. Approved by the Mayor this 12th day of December, 2024.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Published:_____

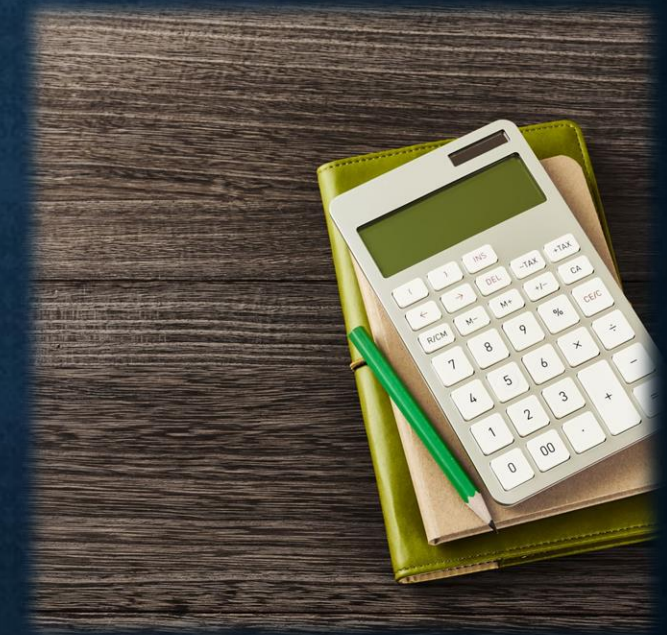
2023-2024 BUDGET AMENDMENT

December 12, 2024

GENERAL FUND REVIEW

New Revenue Sources

- Passed Ordinance No. 3474 on January 12, 2023, to levy an additional one-tenth of one percent (.001) *sales and use tax for affordable housing* (effective April 1, 2023)
- Passed Ordinance No. TBD 23-01 on January 12, 2023, to *increase vehicle license fee from \$20 to \$40* (effective for renewals after July 12, 2023)



GENERAL FUND REVIEW

General Fund Revenue – “Three-Legged Stool”

- **Property Tax** – 2024 Budget \$9,648,180
 - ✓ Includes 1% increase in regular levy, plus amounts from new construction, annexations, increases in state-assessed property values, and the refund levy
 - ✓ \$400K dedicated to Economic Development Fund for Mint Farm Industrial Park
 - ✓ Collected \$5.85 million thru 3rd Qtr 2024 – 61% of budget
 - ✓ Year-end projection is \$9.8 million – 2.3% greater than 2023 actual
- **Local Sales & Use Tax** – 2024 Budget \$11,845,800
 - ✓ Collected \$9.32 million thru 3rd Qtr 2024 – 79% of budget
 - ✓ Year-end projection is \$12.4 million – 4.7% over budget, but 3.5% less than 2023 actual
- **Business & Occupation Tax (B&O Tax)** – 2024 Budget \$12,839,230
 - ✓ Business B&O – Collected \$2.74 million thru 3rd Qtr 2024 - 82% of Business B&O budget
 - ✓ Utility B&O – Collected \$7.34 million thru 3rd Qtr 2024 – 78% of Utility B&O budget
 - ✓ Year-end projection is \$12.9 million – 1.8% less than 2023 actual



GENERAL FUND REVENUES

Revenue:	2024 Budget	Thru 3 rd Quarter	2024 Projected
Taxes	\$35,900,730	\$26,390,250	36,640,695
Licenses & Permits	1,228,250	988,429	991,600
Intergovernmental	3,678,270	1,955,137	4,923,810
Charges for Services	3,791,950	2,783,433	2,818,380
Fines & Penalties	461,600	190,039	207,200
Miscellaneous	415,500	2,035,747	2,282,465
Transfers	356,000	1,047,500	1,200,000
Beginning Cash Required to Balance	2,466,240	0	5,438,920
Totals	\$48,298,540	\$35,390,535	\$54,503,070

GENERAL FUND EXPENDITURES

Expenditures:	2024 Budget	Thru 3 rd Quarter	2024 Projected
General Government	\$7,495,210	\$5,654,741	7,835,300
Public Safety	26,568,360	20,709,257	28,484,600
Transportation	5,130,910	3,530,707	4,957,490
Community & Economic Development	1,564,980	1,588,457	2,284,430
Culture & Recreation	6,157,770	4,770,255	6,181,250
Non-Departmental	328,800	101,369	968,290
Capital Outlays	98,620	73,577	127,820
Transfers	953,890	959,074	3,663,890
Totals	\$48,298,540	\$37,387,437	\$54,503,070

FUND BALANCE

General Fund Summary	2024 Budget	2024 Projected
Revenue	\$45,832,300	\$49,064,150
Expenditures	(48,298,540)	(54,503,070)
Beginning Cash Required to Balance	(\$2,466,240)	(5,438,920)
Fund Balance Calculation		
Beginning Fund Balance	18,545,000	22,908,270
Beginning Cash Required to Balance	(2,466,240)	(5,438,920)
Ending Fund Balance	\$16,078,760	\$17,469,350
% of Ending Fund Balance	33.29%	32.05%

BUDGET AMENDMENTS

GENERAL FUND

REVENUES: \$12,026,920

- ARPA funds as revenue replacement
- GEMT Payment Program
- State of Washington Department of Commerce grant for Hope Village
- Friends of the Library/Library Foundation reimbursements
- Opioid lawsuit settlement funds
- Transfers-in from Transportation Benefit District and Water Construction
- Insurance Recoveries
- Fund Balance

EXPENDITURES: \$12,026,920

- Indigent Defense
- Police Overtime
- Police Prisoner Room & Board
- Fire Overtime
- Library supplies and services
- Special Legal Services
- Management Consultant
- Hope Village Operations
- Transfers-out to HOME, Insurance Reserve, OER, Capital Projects, Building Replacement, Water Construction, and Stormwater

ARTERIAL STREET FUND

REVENUES: \$3,373,590

- Several Federal and State Grants
- Transportation Investment Board funding
- Cowlitz County Interlocal Agreement
- Investment earnings
- Transfer in from CDBG

EXPENDITURES: \$3,373,590

- Traffic Data Collection
- Maplewood Slide Stabilization
- 46th Avenue Reconstruction
- Washington Way Pavement Rehabilitation
- Columbia Heights Safety Improvements
- Complete Streets
- Beech Street & 30th Bike Lanes
- Downtown Traffic Signals
- Rapid Flashing Beacons
- Tennant Way Corridor Signals
- Michigan & Alabama Speed Humps
- Transfer out to LID Construction

HOME FUND

REVENUES: \$2,400,885

- Affordable Housing Sales Tax (Ordinance 3474)
- Affordable Housing State Shared Revenue
- HOME Program Grant
- Investment Earnings
- Transfer in from General Fund

EXPENDITURES: \$2,400,885

- Contribution to fund balance
- Longview HOME Program
- Kelso HOME Program
- HOSWWA Interlocal Agreement
- Severe Weather Shelter
- Transfer out to Capital Projects



INSURANCE RESERVE FUND

REVENUES: \$1,339,460

- Investment earnings
- Increased industrial insurance contributions
- Transfer in from General Fund
- Fund Balance

EXPENDITURES: \$1,339,460

- Medical, Workers Compensation, and Unemployment Claims
- PIO Position
- High Property, Auto, and Liability insurance Premiums

CRIMINAL JUSTICE FUND

REVENUES: \$81,000

- Bullet Proof Vest Grant
- COPS Technology Grant
- Byrne Discretionary Grant
- WASPC Traffic Safety Grant
- Pedestrian and Cycling Safety Grant
- Officer Wellness Grant
- Phlebotomy Pilot Project Grant
- State Shared Funding
- Contributions
- Unclaimed and Confiscated Property Proceeds

EXPENDITURES: \$81,000

- Behavioral Health Specialist positions
- Increased supply and equipment expenditures related to grant funding

PUBLIC SAFETY FUND

REVENUES: \$60,000

- Program Fines
- Investment Earnings

EXPENDITURES: \$60,000

- Traffic Safety Equipment and Services
- Contribution to Fund Balance

TRANSPORTATION BENEFIT DISTRICT FUND

REVENUES: \$2,474,880

- Vehicle Fees increased from \$20 to \$40 (Ordinance TBD 23-01 on January 12, 2023)
- State grant
- Investment earnings

EXPENDITURES: \$2,474,880

- California Way Rehabilitation
- Nichols & Olympia Way Pavement
- Transfer-out to General Fund for Street crew supplies and equipment costs
- Contribution to ending fund balance

BUILDING REPLACEMENT FUND

REVENUES: \$3,740,310

- State of Washington
Department of Commerce
grants
- Transfer in from General Fund
- Transfer in from Water
Construction
- Less fund balance required

EXPENDITURES: \$3,740,310

- Vandercook Park Restroom
- Library HVAC and Windows
- Energy Savings Performance
Contract

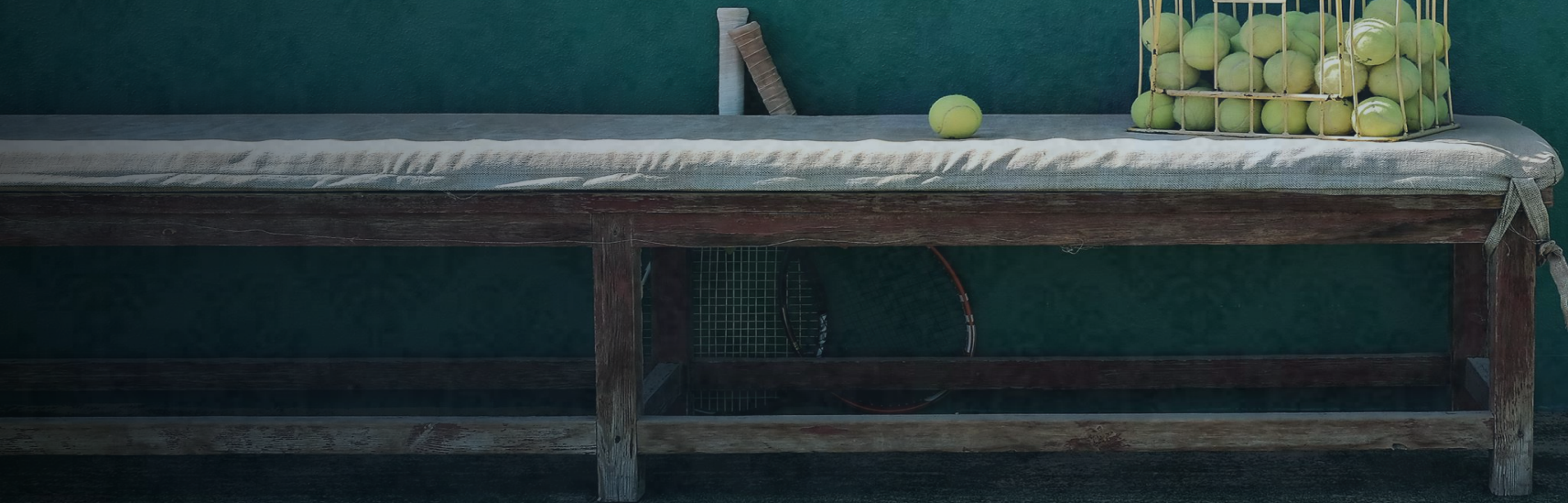
PARKS & REC MEMORIAL TRUST FUND

REVENUES: \$136,200

- Investment Earnings
- Fund Balance

EXPENDITURES: \$136,200

- Transfer out to Capital
Project Fund



Questions?



City of Longview

Agenda Summary

RESOLUTION 2531 - 2025 ANIMAL CONTROL FEES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2531

DATE: December 2, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

Preserve and enhance neighborhoods

Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City of Longview has codified regulations pertaining to the licensing and control of animals within the City at Longview Municipal Code (LMC) Chapter 6.06. The LMC states that the City Manager shall establish a schedule of fees for animal control services, which shall be submitted to the City Council for approval by Resolution.

It is necessary to update the animal control fees for 2025 to ensure they reflect current administrative costs and program requirements; therefore, the City Manager proposes the fees outlined herein, which are intended to support the continued provision of high-quality animal control services.

RECOMMENDED ACTION: Adopt Resolution No 2531

STAFF CONTACT:

Police Chief Robert Huhta

Attachments:

1. Resolution 2531 2025 Animal Control Fees

**CITY OF LONGVIEW
RESOLUTION NO. 2531**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LONGVIEW, WASHINGTON, ESTABLISHING THE ANIMAL
CONTROL FEES FOR THE YEAR 2025 PURSUANT TO THE
LONGVIEW MUNICIPAL CODE (LMC).

WHEREAS, the City of Longview has codified regulations pertaining to the licensing and control of animals within the City at Longview Municipal Code (LMC) Chapter 6.06; and

WHEREAS, LMC Chapter 6.06 provides that the City Manager shall established a schedule of fees for animal control services, which shall be submitted to the City Council for approval by Resolution; and

WHEREAS, it is necessary to update the animal control fees for 2025 to ensure they reflect current administrative costs and program requirements; and

WHEREAS, the City Manager proposes the fees outlined herein, which are intended to support the continued provision of high-quality animal control services;

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

1. Animal Control Fees for 2025

Pursuant to Chapter 6.06 LMC, the following fees are hereby adopted and shall take effect on January 1, 2025:

LMC Section	Title	Fee
6.06.080	Dangerous Dogs and Potentially Dangerous Dog Registration Fee	\$100
6.06.120	Animal Registration Fee Spayed/Neutered	\$30
6.06.120	Animal Registration Fee Unspayed/Neutered	\$50
6.06.120	Animal Registration License Fee & Late Fee (Spayed/Neutered)	\$40
6.06.120	Animal Registration License Fee & Late Fee (Unspayed/Neutered)	\$60
6.06.120	Lost Tag Replacement	\$10
6.06.120	Cat Registration (3 years) Spayed/Neutered	\$15
6.06.120	Cat Registration (3 years) Unspayed/Neutered	\$20
6.06.200	Daily Animal Impound Service Charge	\$25
6.06.200	Animal Impounding Fee	\$50
6.06.210	Bite Quarantine Pick-Up Charge	\$35
6.06.210	Daily Bite Quarantine Holding Fee	\$12
6.06.350	Impoundment of Barn Animals Fee	\$500
6.06.400	Exotic Animal Licensing Fee (Per Animal)	\$20

2. Effective Date

This resolution shall be in full force and effect immediately upon adoption, provided the fees set forth herein shall take effect on January 1, 2025.

ADOPTED by the City Council of the City of Longview, Washington, on this 12th day of December, 2024.

Mayor, City of Longview

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Longview

Agenda Summary

RESOLUTION NO. 2532 - AUTHORIZING THE CITY MANAGER TO BORROW FUNDS FROM THE GENERAL FUND FOR THE PURPOSE OF FINANCING ARTERIAL STREET, TRANSPORTATION BENEFIT DISTRICT, AND CRIMINAL JUSTICE ASSISTANCE PROJECTS AND OPERATIONS UNTIL GRANT FUNDS ARE RECEIVED.

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2532

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Council Initiative: Improve streets and roads

Continue effective financial management Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Purpose:

To authorize short-term, interest-free loans from the General Fund to cover costs for specific projects and operational needs while awaiting grant reimbursements from state and federal agencies. Temporary interfund borrowing allows the City to meet immediate financial obligations without disrupting project timelines or operations. The General Fund has sufficient unrestricted funds available for these loans. Interfund loans represent a cost-effective financial management strategy and allows the City to meet accounting regulations.

Summary of Loans

Arterial Street Fund:

Amount: \$200,000

Purpose: Cover costs for the Washington Way Complete Streets project.

Reimbursement Source: Washington State Department of Transportation (WSDOT) grants.

Transportation Benefit District Fund:

Amount: \$100,000

Purpose: Fund the Olympia Way, Northeast Nichols, and Northwest Nichols rehabilitation project.

Reimbursement Source: Transportation Improvement Board (TIB) grants.

Criminal Justice Assistance Fund:

Amount: \$150,000

Purpose: Support operational needs of the Police Department.

Reimbursement Source: Federal and state grants.

Terms:

All loans are interest-free.

Repayment is required upon receipt of applicable grant reimbursements.

Final repayment deadline: **January 1, 2026.**

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. Resolution 2532 Year-End 2024 Interfund Loans

RESOLUTION NO. 2532

A Resolution of the City Council of the City of Longview authorizing interfund loans from the General Fund to the Arterial Street, Transportation Benefit District Fund, and Criminal Justice Assistance Fund and providing for repayment thereof.

WHEREAS, throughout the course of construction of the Washington Way Complete Streets project, the Arterial Street Fund was required to meet its obligations for the costs associated with this project, and in order to pay the City's share of the cost thereof until such time as the City receives grant reimbursement from the Washington State Department of Transportation (WSDOT), it is deemed reasonable to permit a loan of \$200,000 from the General Fund to the Arterial Street Fund, free of interest for the period which the loan is outstanding, and subject to repayment to the General Fund from WSDOT grant receipts received for the reimbursement of Washington Way Complete Streets project costs;

WHEREAS, throughout the course of construction of the Olympia Way, Northeast Nichols and Northwest Nichols rehabilitation project, the Transportation Benefit District Fund was required to meet its obligations for the costs associated with this project, and in order to pay the City's share of the cost thereof until such time as the City receives grant reimbursement from the Washington State Transportation Improvement Board (TIB) it is deemed reasonable to permit a loan of \$100,000 from the General Fund to the Transportation benefit District Fund, free of interest for the period which the loan is outstanding, and subject to repayment to the General Fund from TIB grant receipts received for the reimbursement of Olympia Way, Northeast Nichols and Northwest Nichols rehabilitation project costs;

WHEREAS, throughout the course of the Police Department operations, the Criminal Justice Assistance Fund was required to meet its operational obligations, and in order to pay the City's share of the cost thereof until such time as the City receives funding from Direct Federal Grants, Indirect Federal Grants and State Grants, it is deemed reasonable to permit a loan of \$150,000 from the General Fund to the Criminal Justice Assistance Fund, free of interest for the period which the loan is outstanding, and subject to repayment to the General Fund from Direct Federal Grants, Indirect Federal Grants and State Grants receipts received for the reimbursement of Criminal Justice Assistance Fund operational costs;

WHEREAS, it is necessary to borrow such funds in order to pay such costs; and

WHEREAS, the General Fund contains sufficient unrestricted funds to be loaned to the City for such purposes, and such loans are proper investments of the General Fund; and

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

SECTION 1. That the City Manager of the City shall be authorized to borrow from the General Funds those amounts necessary and available from such funds to pay the cost of improvements within the Arterial Street Fund, Transportation Benefit District Fund and Criminal Justice Assistance Fund costs, and the amount of all such loans shall be paid to the General Fund upon receipt of reimbursements from applicable grant or intergovernmental funding prior to January 1, 2026.

This Resolution shall be deemed effective immediately and shall continue until repealed or modified by the City Council.

DATED this _____ day of _____, 2024.

M A Y O R

ATTEST:

City Clerk



City of Longview

Agenda Summary

RESOLUTION NO. 2529 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESTROCK COMPANY AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2529

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance Public Safety & Emergency Response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

WestRock Company has requested a contracted arrangement for fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District. This is a 10 year agreement to support economic vitality of WestRock Company while enhancing community safety. The agreement payment is due annually in January.

FINANCIAL SUMMARY:

The payment to City of Longview for 2024 will be \$212,317.74.

STAFF CONTACT:

Chris Collins, Public Works Director / Asst. City Manager

Attachments:

1. Resolution 2529
2. Attachment A - Westrock Contract

RESOLUTION NO. 2529

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESTROCK COMPANY AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

WHEREAS, The City of Longview recognizes the importance of ensuring fire and rescue protection for all properties within its jurisdiction and neighboring areas; and

WHEREAS, WestRock Company owns property outside of the City of Longview requiring reliable fire and rescue services to safeguard life, property, and operations; and

WHEREAS, The City of Longview and Cowlitz 2 Fire & Rescue District have established expertise and resources to provide high-quality fire and rescue services; and

WHEREAS, WestRock Company has requested a contracted arrangement to secure fire and rescue services from the City of Longview and Cowlitz 2 Fire & Rescue District; and

WHEREAS, It is in the best interest of the City of Longview to formalize a 10-year agreement to support the economic vitality of WestRock Company while enhancing community safety;

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

Section 1. The City Manager is hereby directed and authorized to the enter into this agreement with WestRock Company and Cowlitz 2 Fire & Rescue District to provide fire and rescue protection to the WestRock Company property.

Section 2. The agreement outlines the terms and conditions under which the City of Longview and Cowlitz 2 Fire & Rescue District will deliver services, including but not limited to, responsibilities, funding arrangements, service standards, and the 10-year term of the agreement.

Section 3. The City Manager is further authorized to take all necessary steps to implement this agreement, in coordination with the Cowlitz 2 Fire & Rescue District and WestRock Company.

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

Section 5. This resolution shall take effect January 1st, 2024.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a meeting of said City Council held on the 12th day of December 2024.

M A Y O R

ATTEST:

City Clerk

MASTER FIRE AND EMERGENCY SERVICES

Parties		Cowlitz 2 Fire & Rescue	City of Longview
Address		701 Vine St Kelso, WA 98626	PO Box 128 Longview, WA 98632
Where & how organized		Washington Municipal Corporation	Washington Municipal Corporation
Contact Information	Name: Telephone: Email:	Name: Scott Goldstein Telephone: (360) 578-5218 Email: scott.goldstein@c2fr.org	Name: Brad Hannig Telephone: (360) 442-5501 Email: brad.hannig@ci.longview.wa.us
Effective Date	01/01/2024		
Expiration Date	12/31/2033		

THIS AGREEMENT FOR FIRE and EMERGENCY SERVICES (the "Agreement"), made and entered into this 1st day of January, 2024, between the CITY OF LONGVIEW, a municipal corporation of the State of Washington (hereinafter called "City"), Cowlitz 2 Fire & Rescue, a municipal corporation of the State of Washington (hereinafter called the "District") and WestRock, a Washington corporation (hereinafter called "Subscriber");

WHEREAS, the City and District maintain Fire Departments which are staffed and equipped, for service to persons and property within the City of Longview and within the jurisdictional boundaries of the District for the suppression of fires, rescue services, hazmat response, medical emergencies, and related emergencies; and

WHEREAS, Subscriber is located outside the limits of the City and District and desires to arrange for fire fighting and suppression assistance in the event of fires, hazardous materials response assistance, confined space rescue assistance, emergency medical treatment and transportation and other related emergencies or services; and

WHEREAS, the City and District are willing to provide such assistance to Subscriber, prioritizing the needs of the City, the District, and the subscriber; and

NOW, THEREFORE, the parties hereto hereby promise and agree as follows:

A. CITY and DISTRICT EMERGENCY SERVICES

Commencing on the date noted above, the City and District hereby agree to provide for the protection of property and personnel of Subscriber located at the street address 300 Fibre Way and 230 Fibre Way, Longview, Washington, with any and all fire and emergency services assistance that can be reasonably furnished by the City and District and/or as a result of Mutual Aid and/or Inter-local Agreements between the City and District and other governmental agencies maintaining and operating fire and other emergency services. It is clearly understood and agreed, however, that the City and District and/or such other governmental agencies shall have first claim upon their equipment and personnel, to meet the needs that occur within the City and District's respective jurisdictions, and that the needs of Subscriber, the City, and the District will be prioritized.

B. REQUESTS FOR EMERGENCY RESPONSE AND ASSISTANCE

In accordance with the terms and conditions of this Agreement, the City and District hereby agree to provide emergency assistance and response service for the protection of Subscriber property and personnel located at the street address of 300 Fibre Way and 230 Fibre Way, Longview, Washington. All requests for emergency assistance and response services shall be directed to the Cowlitz County 9-1-1 Center.

C. PAYMENT FOR SERVICES

The total annual fee for services ("Annual Fee") shall be paid during January of each year in accordance with the Fee Schedule attached hereto as Exhibit A. The first Annual Fee shall be paid within thirty (30) days of the full execution of this Agreement for services in 2024; provided that all amounts paid by Subscriber pursuant to the Prior Agreement Addendum shall be credited toward such Annual Fee. The service fee shall be an annual sum as provided in Attachment A. One half of the total fee shall be paid directly to the City and one half of the total fee shall be paid directly to the District.

D. ADDITIONAL PAYMENT FOR SERVICES

If emergency assistance and response services in excess of those available from the City and District are required to respond to Subscriber's request, the City or district officer in charge of the response shall (1) timely notify Subscriber that his/her agency is unable to respond and that a request will be made pursuant to the Mutual Aid and/or interlocal agreements between the City and District or other governmental emergency response agencies; and (2) make a timely call for assistance pursuant to those mutual aid and/or interlocal agreements to either respond to the emergency needs of Subscriber or to respond to other emergencies within the City and District while City and District resources are committed to Subscriber's request.

City and District Incident Commanders will call for additional resources based upon incident specific demands and needs. The request for additional resources can be influenced by weather/atmospheric factors, operational work period demands, incident complexity, and resource availability.

Additional assistance may come from internal City and District surge/recall capacity, Mutual Aid, and/or interlocal agreements.

If additional assistance pursuant to a mutual aid and/or interlocal agreement is required to respond to Subscriber's request, the responding jurisdiction(s) shall be compensated as follows:

1. Charges for Additional Assistance

Charges for additional assistance as described above shall be for each vehicle, apparatus or piece of equipment and personnel that the assisting agency commits to the Subscriber's request for assistance and/or response to the City and District during which time City and District resources are committed to the Subscriber's request for assistance, and shall be made in accordance with the current Washington Fire Chiefs (WFC) recommended "Washington-Oregon Interagency Rate Schedule" Charges will be calculated from the time that a vehicle, apparatus or equipment from another agency leaves its station and until it is returned to the station and is prepared to respond to other calls for emergency services, calculated to the nearest one-half (1/2) hour; provided however, that if such equipment cannot be reasonably prepared for a response to other calls due to damage to the vehicle, apparatus or equipment, the hourly charge shall not extend beyond one (1) hour following the time that such vehicle, apparatus or equipment would have returned to its station except for the such damage.

2. Charges for Supplies and Equipment Consumed or Destroyed

For Supplies and equipment that are consumed or destroyed, Subscriber shall pay to the City and/or District or other governmental agency, the replacement or replenishment cost; provided, however, that the Subscriber shall have no responsibility for supplies and equipment that are negligently consumed or destroyed by the City and District or other governmental agency.

For vehicles and /or apparatus that are destroyed beyond reasonable repair, Subscriber shall pay to the City and District or other governmental agency the current fair market value less any insurance proceeds received by the City or District or such governmental agency; provided, however, that Subscriber shall have

no responsibility for vehicles and/or apparatus that are negligently consumed or destroyed by the City or District or other governmental agency.

For all vehicles, equipment and apparatus that are damaged and but are reasonably repairable, Subscriber shall pay to the City or District or other governmental agency the cost of repair, less any insurance proceeds received by the City or District or such governmental agency; provided, however, that Subscriber shall have no responsibility for vehicles, equipment and apparatus that are negligently damaged by the City or District or other governmental agency; and provided further that Subscriber shall have no responsibility to pay for repairs or return the vehicles, equipment or apparatus that are damaged to "like new" condition or in excess of their fair market value.

E. TRAINING AND FAMILIARIZATION

Subscriber shall provide opportunities for emergency response training to personnel of the City and District relating to techniques and hazards appropriate to property at the site of Subscriber. Training may consist of regular site visits for hazard identification, hazard location, water supply, and on-site capabilities by City and District personnel; and training exercises, to be determined mutually by Subscriber and the City and District. All costs and expenses incurred by the City and/or the District related to training including, without limitation, compensation for employees and provision of supplies consumed during training, are part of the annual fee for service set forth in Section C. Payment for Services. The City and District shall ensure that all City and District personnel that respond to or train at the Subscriber site have attended any requisite safety training that may be required by the Subscriber.

F. TERM OF AGREEMENT

This Agreement shall be for an initial term of ten (10) years, commencing January 1, 2024 (the "Commencement Date") through December 31, 2033, subject to termination by any party at its sole discretion without penalty upon one hundred eighty (180) days' written notice to the other party given prior to the end of any one-year term. In the event of such termination, any unearned annual fee or charge required by Section C shall be prorated and returned to Subscriber.

This Agreement shall automatically renew January 1, 2034 for one-year terms until all parties hereto come to agreement on a new agreement. For each year beyond 2033, the annual fee increases 3% above the prior year fee.

G. FUTURE CHANGES AND CONDITIONS

If the following conditions arise: 1) major changes in services are requested by Subscriber or there are new circumstances, requirements, or regulations affecting the City or District's ability to respond, including but not limited to, new hazardous materials standards, new regulatory requirements, new partners, implementation of state funded hazardous materials response regions, and 2) the changes, circumstances, requirements or regulations would result in a significant change in cost of service that is not provided for in the cost adjustments described elsewhere in this agreement, then either party may provide written notice of termination effective sixty (60) days from the date of written notice.

H. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the City and District shall be independent contractors and that Subscriber shall be neither liable nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment to any employee of the City or District. Industrial or any other insurance that is purchased for the benefit of Subscriber, regardless of whether such may provide a secondary or incidental benefit to the City or District, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the City and/or District may or will be performing services during the term of this Agreement for other parties.

I. LIABILITY

The City and District make no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency dispatch. The duty of the City and District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the City and District do not incur a special duty to Subscriber, its employees, agents or visitors.

J. NOTICES

All notices required or permitted under this Agreement shall be delivered and copied to all parties as follows:

1. If to WestRock to:

TBD
300 Fibre Way
Longview, WA 98632

2. If to the City:

City Manager
City of Longview
City Hall
P. O. Box 128
Longview, WA 98632

3. If to the District:

Fire Chief
Cowlitz 2 Fire & Rescue
701 Vine Street
Kelso, WA 98626

K. Communication Regarding Confined Space Entry Hazards

In addition to the training and familiarization training provided by Subscriber to City and District emergency response personnel on a periodic basis, as specified in Section E of this Agreement, Subscriber shall also (1) provide a copy of its Confined Space Entry Master List, as the same is updated from time to time, to the City and District; and (2) notify the City or District officer of the number of entrants within a permit-required confined space and any change(s) in the physical conditions within a permit-required confined space at the time emergency assistance and response services are requested.

L. GENERAL PARAGRAPHS

1. Indemnification and Hold Harmless

a. The Subscriber shall protect, defend, indemnify, and save harmless the City and District, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Subscriber. The Subscriber 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 Subscriber, by mutual negotiation, hereby waives, as respects the City and District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW

2. Insurance; Risk of Loss

The Subscriber, City and District shall maintain insurance that is sufficient to protect the other Party against all applicable risks pursuant to this Agreement as set forth in Attachment C. The Subscriber, City and District will provide the other Party with certificates of insurance and other supporting materials as the Subscriber, City and/or District reasonably may request to evidence a Party's continuing compliance with this section K(2).

3. Assignment.

For purposes of all Sections hereof, "Weyerhaeuser or Subscriber means Weyerhaeuser Company, Weyerhaeuser NR Company, or an affiliate of Weyerhaeuser Company as may be designated in writing by Subscriber from time to time. Subscriber may assign any of the benefits or liabilities of this Agreement to any of its affiliates or other wholly or partially-owned subsidiaries of Subscriber without City or District's consent. Subscriber may, without seeking consent, assign this Agreement to an entity acquiring substantially all the assets of Subscriber, Subscriber's business unit, or a Subscriber affiliate. Neither City and/or District can assign the responsibilities of this Agreement without the prior written consent of Subscriber. The Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns. This Agreement is intended for the sole benefit of the parties hereto (including those other agencies specifically identified herein) and no third party shall benefit thereby.

4. Discrimination and Compliance with Laws.

a. The Subscriber, City and District agree not to discriminate against any 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 Subscriber, City and District 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 and District policy.

c. Violation of this section K (4) shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Subscriber or City.

5. Governing Law

The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Subscriber, City and District irrevocably consent to the exclusive personal jurisdiction and venue of the state court 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 agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

6. 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, District, and the Subscriber agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

7. Nonwaiver

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

8. Legal Fees

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. Counterparts

The Agreement may be signed in counterparts (including without limitation, electronically), each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

10. Captions

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

11. Extent of Agreement/Modification

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided that the Prior Agreement and the term thereof is hereby retroactively terminated as of the Commencement Date. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to by:

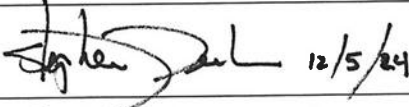
Party	City of Longview "City"	WestRock Co. "Subscriber"
Signature		 12/5/24
Print		STEPHEN J. DEVLIN
Title	City Manager	General Manager
Party	City of Longview "City"	
Signature		
Print	Tiffany Ostreim	
Title	City Clerk	
Party	City of Longview "City"	
Signature		
Print		
Title	City Attorney	
Party	Cowlitz 2 Fire District "District"	
Signature		
Print	Scott Goldstein	
Title	Fire Chief	

Exhibit A
Fee Schedule

Annual Fee Schedule:

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Base Fee	\$ 300,066.44	\$ 424,635.48	\$ 552,941.60	\$ 685,096.60	\$ 699,856.03	\$ 720,851.75	\$ 742,477.30	\$ 764,751.62	\$ 787,694.16	\$ 811,324.99
Ramp In	\$ 112,201.02	\$ 112,201.02	\$ 112,201.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Escalator	\$ 12,368.02	\$ 16,105.10	\$ 19,954.28	\$ 20,552.91	\$ 21,169.49	\$ 21,804.58	\$ 22,458.72	\$ 23,132.48	\$ 23,826.45	\$ 24,541.25
Total	\$ 424,635.48	\$ 552,941.60	\$ 685,096.60	\$ 705,649.80	\$ 726,819.30	\$ 748,623.88	\$ 771,082.59	\$ 794,215.07	\$ 818,041.52	\$ 842,582.77
Fee to City of Longview	\$ 212,317.74	\$ 276,470.80	\$ 342,548.45	\$ 352,842.90	\$ 363,409.65	\$ 373,311.94	\$ 385,541.30	\$ 397,107.54	\$ 409,020.76	\$ 421,291.38
Fee to Cowlitz 2	\$ 212,317.74	\$ 276,470.80	\$ 342,548.45	\$ 352,842.90	\$ 363,409.65	\$ 373,311.94	\$ 385,541.30	\$ 397,107.54	\$ 409,020.76	\$ 421,291.38

Escalator is 3% from past year fee.

As per Addendum to the Agreement for Fire and Emergencies Services signed by all parties in November/December 2023. The difference between the fee outlined in the extension and the 2024 fee outlined above will be paid to the District and the City by the Subscriber.

Attachment B

Insurance Requirements

The Subscriber 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 this Agreement. The cost of such insurance shall be paid by the Subscriber. Insurance shall meet or exceed the following unless otherwise approved by the City or District.

1) Minimum Insurance

- a) Commercial General Liability coverage with limits not less than \$ 1,000,000 per occurrence / \$ 2,000,000 annual aggregate,
- b) Stop/Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease,
- c) Business Automobile Liability coverage with limits not less than \$ 1,000,000 per accident for any auto,
- d) Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington

2) Self-Insured Retentions

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

3) Other Provisions

Commercial General Liability policies shall be endorsed to:

- a) Include the City and District, its officials, employees, and volunteers as insureds,
- b) Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City and District,
- c) Each Insurance policy shall provide that coverage shall not be cancelled except after thirty (3) days' written notice has been given to the City and District.

4) Acceptability of Insurers

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

Verification of Coverage

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

5) Subcontractors

Subscriber, City, and District shall require subcontractors to provide coverage which complies with the requirements stated herein.



City of Longview

Agenda Summary

APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

RECOMMENDED ACTION:

APPROVE RECOMMENDED APPOINTMENTS

DATE: December 12, 2024

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

At the end of 2024, some terms on several City boards and commissions will expire or some members are resigning.

The following boards and commissions are appointed by the city manager and require council concurrence. Interim city manager Jim Duscha recommends the following appointments:

Appeal Board of Adjustment:

Steven Dahl, reappointment to a 5-year term that will expire 12/31/2029.

Golf Advisory Committee:

Ken Hash, appointment to a new 1-year term as the Men's Club Rep that will expire 12/31/2025.

Kami Dexter, reappointment to a 1-year term as the Women's Club Rep that will expire 12/31/2025.

Jordan Burns, reappointment to a 3-year term that will expire 12/31/2027.

Jordan Slach, appointment to an unexpired term to expire on 12/31/2026.

The following boards and commissions are appointed by the mayor and require council concurrence. Mayor Spencer Boudreau recommends the following appointments:

Accessibility Advisory Committee:

Lori Hendrickson, member at large, reappointment to a 3-year term that will expire 12/31/2027.

Allan Rudberg, representing downtown business services, reappointment to a 3-year term that will expire 12/31/2027.

Katherine Vickers, member, disability at large, reappointment to a 3-year term that will expire 12/31/2027.

Library Board:

Jerame Moore, appointment to a new 5-year term that will expire 12/31/2029.

A committee of three council members (Ruth Kendall, MaryAlice Wallis, and Kalei LaFave) reviewed applications and recommend the following appointments to be appointed by the city council:

Complete Streets Advisory Committee:

Ivy Masters, reappointment to a 2-year term that will expire 12/31/2026.

Clark Carroll, reappointment to a 2-year term that will expire 12/31/2026.

George Hudson, reappointment to a 2-year term that will expire 12/31/2026.

Downtown Advisory Committee:

Karl Salzsieder, reappointment to 3-year term that will expire 12/31/2027.

Bill Hallanger, reappointment to 3-year term that will expire 12/31/2027.

Elizabeth Borders, reappointment to 3-year term that will expire 12/31/2027.

Rachelle Sanders, reappointment to 3-year term that will expire 12/31/2027.

Kat Cooper, appointment to new 3-year term that will expire 12/31/2027.

Rikissa Harrison, appointment to new 3-year term that will expire 12/31/2027.

Laura Hight, appointment to new 3-year term that will expire 12/31/2027.

Historic Preservation Commission:

Gena Graham, reappointment to a 3-year term that will expire 12/31/2027.

Angela Stephenson, reappointment to a 3-year term that will expire 12/31/2027.

Jerame Moore, appointment to an unexpired term to expire on 12/31/2025.

Lodging Tax Advisory Committee:

Kelly Ragsdale, reappointment to a 1-year term that will expire 12/31/2025.

Bonnie Delaney, reappointment to a 1-year term that will expire 12/31/2025.

Parks & Recreation Board:

Jenny Oskey, reappointment to a 3-year term that will expire 12/31/2027.

Planning Commission:

Jerry Stinger, appointment to an unexpired term that will expire 12/31/2025.

Randy Knox, appointment to an unexpired term that will expire 12/31/2026.

Sister City Commission:

Keiko Pedersen, reappointment to a 3-year term to expire on 12/31/2027.

PJ Peterson, reappointment to a 3-year term to expire on 12/31/2027.

As an FYI:

Additionally, the city manager has made the following appointments that **do not** require council concurrence:

Stormwater Advisory Committee:

- Eric Pucci, reappointment to a 2-year term that will expire 12/31/2026.
- Matt Swanson, reappointment to a 2-year term that will expire 12/31/2026.
- Carol Ruiz, reappointment to a 2-year term that will expire 12/31/2026.
- Dean Gehrman, reappointment to a 2-year term that will expire 12/31/2026.
- Stephen Kendall, reappointment to a 2-year term that will expire 12/31/2026.

Visual Arts Commission:

- Deborah Andersen, reappointment to a 3-year term that will expire 12/31/2027.
- Yvette Raynham, reappointment to a 3-year term that will expire 12/31/2027.

Additionally, the mayor has made the following appointments that **do not** require council concurrence:

Civil Service Commission:

• Steve Morrill, reappointment to a 6-year term that will expire 12/31/2030.

Housing Opportunities of SW Washington:

- Allan Rudberg, reappointment to a 5-year term that will expire 12/31/2029.
- Rayleen Aguirre, appointment to a new 5-year term that will expire 12/31/2029.
-

RECOMMENDED ACTION:

Approve above recommended appointments

STAFF CONTACT:

MaryAlice Wallis, Council Appointments Committee

Ruth Kendall, Council Appointments Committee

Kalei LaFave, Council Appointments Committee

Spencer Boudreau, Mayor

Jim Duscha, Interim City Manager

Attachments: None



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

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

SECOND HALF NOVEMBER 2024 ACCOUNTS PAYABLE: \$1,992,424.69

SECOND HALF NOVEMBER 2024 PAYROLL:

\$397,653.75, checks
\$977,032.72, direct deposits
\$861,328.36, wire transfers
\$ 2,236,014.83 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

RESOLUTION NO. 2525 – INTERLOCAL AGREEMENT WITH THE PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY FOR PROCUREMENT AND INSTALLATION OF WOODEN POLES FOR ROY MORSE PARK LIGHTING UPGRADES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2525

COUNCIL INITIATIVE ADDRESSED:

Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City allocated funding to replace and upgrade damaged and nonoperational field lighting poles and ballast at Roy Morse park to provide for continued service at the park, including hosting night games and tournaments. PUD owns and operates the electric system in Cowlitz County, and it employs qualified personnel and owns appropriate equipment to procure and install wooden poles required for the project. PUD and City of Longview are partnering and coordinating procurement and installation of 12 new wooden poles and removal of 15 existing wooden poles. The procurement and installation of lighting system for each new pole shall be completed by Musco through the King County Directors Association (KCDA) intergovernmental cooperative purchasing agreement No. 100975.

The PUD and Longview are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.

Resolution No. 2525 authorizes the City Manager to enter into an interlocal agreement with the PUD which would allow Longview to compensate PUD for performing these services.

FINANCIAL SUMMARY:

The agreement with PUD is for \$105,762.02 plus tax. Project is paid out of the Capital Fund.

Staff Contact:

Ivona Kininmonth, Engineer

Attachments:

1. Resolution 2525 Interlocal - Roy Morse Lighting FinalV1

INTERLOCAL AGREEMENT REGARDING ROY MORSE PARK LIGHTING UPGRADES

This Interlocal Agreement (the Agreement) is entered into between the **Public Utility District No. 1 of Cowlitz County, Washington**, a Washington municipal corporation (“PUD”) and the **City of Longview**, a Washington municipal corporation (“Longview”) pursuant to *The Interlocal Cooperation Act* of the Revised Code of Washington Chapter 39.34.

SECTION 1. RECITALS

- 1.1 Longview owns and operates Roy Morse Park, a public facility within the City utilized for various recreational purposes.
- 1.2 Longview has allocated funding to replace and upgrade damaged and non-operational field lighting consisting of twelve (12) poles and light ballasts at Roy Morse Park to provide for continued service at the park, including hosting night games and tournaments (the “Project”).
- 1.3 The PUD owns and operates an electric system in Cowlitz County, and employs qualified personnel and owns appropriate equipment to install wooden power poles.
- 1.4 The PUD and Longview desire to coordinate the Project, including the procurement and installation of 12 new wooden poles, and removal of 15 existing wooden poles as further described herein.
- 1.5 PUD and Longview are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements to make the most efficient use of their powers to serve the public.

Now therefore, in consideration of the terms and conditions contained herein, the parties agree as follows:

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 PUD shall procure 12 new 85-foot-tall wooden poles and other incidental material required to install the poles, consistent with all applicable laws governing procurement of materials for a public works project (Chapter 39.04 RCW, RCW 54.04.070 and RCW 54.04.082).
- 2.2 PUD shall notify Longview (through the notification process set forth herein) once PUD accepts the delivery of the materials and installation work is ready to proceed.
- 2.3 PUD shall coordinate delivery of the poles and associated material to Roy Morse Park with Longview to minimize impact to facility operations.

- 2.4 PUD shall remove 15 existing 85-foot-tall poles and disconnect the electrical connection from the pole prior to removal.
- 2.5 Upon delivery of the poles and associated material, Longview shall coordinate with the Longview lighting vendor to mount and install all lighting and hardware equipment to each new pole prior to installation of the pole. Longview shall provide notice to the PUD of completion of this task.
- 2.6 Upon receipt of notice under Section 2.4, the PUD shall install the poles and shall invoice Longview for the actual costs of the work including labor, materials, equipment, and appropriate overhead. Longview agrees to pay all reasonable costs associated with the PUD's work under this subsection.
- 2.7 PUD shall complete its assigned tasks set forth herein within a reasonable time and without delay, provided sufficient crews are available to complete the Project and meet necessary public service obligations of the PUD. PUD currently estimates completing work by May 1, 2025, provided the materials are delivered timely and in good condition. The PUD shall timely update Longview of any delay(s) that would modify this estimated completion date.
- 2.8 PUD has provided an estimate of the reasonable costs associated with the PUD's work below. Applicable Washington State taxes will be billed as a separate line item on invoices to Longview and are not included in the estimate.
- 2.9 Longview will pay invoices within 30 days of receipt provided the charges are reasonable and within the agreed scope of work and fee. Disputes pertaining to charges and payment shall be resolved as set out in Section 3.7 herein. All charges not reasonably in dispute shall be paid in a timely manner.
- 2.10 PUD's estimate below is based on vendor quotes and approximate pole locations identified by Longview and PUD at the time of entering into this Agreement. The amount billed will be based on actual costs to install including labor, materials, equipment, and appropriate overhead. PUD will notify Longview of any changes in pricing due to unforeseen circumstances as work progresses.

Work Order No.	Description of Work	Quantity	Unit	Unit Price	Total Amount
TBD	Procure 85 foot tall wood pole	12	Each	\$6,797.00	\$81,564.00
TBD	Labor, Equipment, Crane and Admin Fee to install 12 wood poles and remove 15 wooden poles	1	Lump Sum	\$24,198.02	\$24,198.02
Total Job Cost (not including applicable taxes)					\$105,762.02

- 2.11 PUD will not own, maintain, repair the poles after the initial installation. Longview will own the poles and all associated equipment upon the PUD's written notification to Longview that the project is complete. The Parties are authorized to execute any document necessary to effect transfer of ownership.

SECTION 3. GENERAL PROVISIONS

- 3.1 The Term of this Agreement shall run from the date of mutual execution ("Effective Date"), and shall remain in effect until such time as the Project has been inspected and approved by Longview, provided that Sections 3.3 and 3.4 shall survive the termination or expiration of this Agreement.
- 3.2 The Parties agree that no separate legal or administrative entity is created by or is necessary to carry out this Agreement. Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the infrastructure of the other party. The services provided under this Agreement are those of an independent contractor. Employees of Longview are, and will remain, employees of Longview. Employees of the PUD are, and will remain employees of the PUD.
- 3.3 Each Party shall hold harmless, indemnify, and defend the other Party, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, to the extent caused by or arising out of its own negligence in the performance of its obligations under this Agreement. Each Party's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of the other Party, its officers, officials, employees, or agents. In the event of the concurrent negligence of the parties, each Party's obligations hereunder shall apply only to the percentage of fault attributable to that Party, its officers, officials, employees, or agents. The provisions of this Section 3.3 shall survive the expiration or termination of this Agreement and completion of the request for services. **It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under the Title 51 RCW, concerning industrial insurance, solely for the purposes of indemnification. This waiver has been mutually negotiated by the Parties.**
- 3.4 Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities for damages or injuries to persons or property arising out of its activities associated with this Agreement as the Party deems reasonably appropriate and prudent. The maintenance of, or lack thereof insurance or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party.

- 3.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.
- 3.7 This Agreement shall take effect upon approval by the City Council of Longview and the General Manager of the PUD.
- 3.8 In the event of a dispute arises under this Agreement, it will be resolved in the following manner: Longview and the PUD will each appoint a person of their choice to meet within a reasonable time and attempt a resolution of the dispute in good faith. If the dispute is not thereafter resolved, the Parties will attempt to agree to the terms of a binding arbitration and appointment of an arbitrator. If the Parties are unable to agree to the terms of a binding arbitration, the matter will be submitted to the Washington Arbitration and Mediation Service (WAMS) in Seattle, with WAMS to appoint an arbitrator. Each Party will bear its own costs and attorney fees, and one half of the arbitration fee. The decision of the arbitrator will be final.
- 3.9 Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with this Agreement shall remain the sole property of such Party.
- 3.10 The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Cowlitz PUD

Chris Willie
Cowlitz PUD
PO Box 3007
Longview, WA 98632

360.501.9368

City of Longview

Ivona Kininmonth
City of Longview Engineering Department
PO Box 128

Longview, WA 98632
Ivonak@ci.longview.wa.us
360.442.5208

- 3.11 A copy of this Interlocal Agreement shall be filed with the Cowlitz County Auditor's Office.
- 3.12 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in Cowlitz County Superior Court.
- 3.13 No Third Party Beneficiaries. This Agreement and each provision of this Agreement are for the sole benefit of the City and the PUD. No other person or entity shall be deemed to have any rights in, under or to this Agreement.

**PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON**

THE CITY OF LONGVIEW

Gary Huhta, General Manager

Jim Duscha, Interim City Manager

Date: _____

Date: _____

Authorized by Resolution No.: 2525

Adopted on: _____

Approval as to form:

Approval as to form:

Richard L Hughes, General Counsel

Charlotte A. Archer, City Attorney



City of Longview

Agenda Summary

PROCUREMENT AND INSTALLATION OF LIGHTING SYSTEM WITH MUSCO FOR ROY MORSE PARK LIGHTING UPGRADES

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE AND INSTALLATION AGREEMENT WITH MUSCO FOR ROY MORSE PARK LIGHT SYSTEM

COUNCIL INITIATIVE ADDRESSED:

Address quality of place issues

CITY ATTORNEY REVIEW: NOT REQUIRED

SUMMARY STATEMENT:

The City allocated funding to replace and upgrade damaged and nonoperational field lighting poles and ballast at Roy Morse Park to provide for continued service at the park, including hosting night games and tournaments.

The lighting ballast and hardware equipment for each new pole shall be procured and installed by Musco under contract number 23-406. Musco is an authorized bidder / vendor for the King County Directors Association (KCDA) cooperative purchasing program. The City executed intergovernmental cooperative purchasing agreement No. 100975 with KCDA in 1996.

PUD will procure and install 12 wooden poles as authorized by resolution No. 2525, and Musco will procure and install 12 factory wired top luminaire assemblies, 52 luminaires (3, 4 or 5 per pole depending on pole location), control and monitoring system, conduit and wire installation.

FINANCIAL SUMMARY:

The agreement with Musco is for \$391,949.00 plus 8.1% sales tax for total of \$423,696.87. Project is paid out of the Capital Fund.

Staff Contact:

Ivona Kininmonth, Engineer

Attachments: None



City of Longview

Agenda Summary

LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2027

RECOMMENDED ACTION:

MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2025-2027

DATE: December 12, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On November 5, 2024 the Longview Police Guild and the City reached Tentative Agreement on a 2025-2027 Collective Bargaining Agreement.

Longview Police Guild notified the City of its 57 member ratification on November 25, 2024. The contract provides for a wage increase as follows:

Effective January 1, 2025: A general wage increase of 4.0% for Cost of Living Adjustment and a 4.0% wage adjustment.

Effective January 1, 2026: A general wage increase of 3.0% for Cost of Living Adjustment and a 1.0% wage adjustment.

Effective January 1, 2027: A general wage increase of (100%) of the U.S. Cities West Consumer Price Index (CPI-"W") with a minimum 3.0% and a maximum of 4.0%.

Additionally, all Guild members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 5% employee contribution of the premium. Members who opt-out of City paid medical insurance will receive \$750 per month to a personal VEBA account. Dental plans remain at 100% employer paid.

RECOMMENDED ACTION:

Motion to approve the Longview Police Guild Collective Bargaining Agreement for 2025-2027.

STAFF CONTACT:

Human Resources Director Sabrina Fraidenburg

Attachments:

1. Longview Police Guild 2025-27 FINAL

Collective Bargaining Agreement

between the

City of Longview

and

Longview Police Guild

January 1, 2025 through December 31, 2027



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–PREAMBLE–

This Agreement is entered into by and between the CITY OF LONGVIEW, hereafter referred to as the "City" or "EMPLOYER," and the LONGVIEW POLICE GUILD, hereafter referred to as the "Guild."

–ARTICLE 1 • RECOGNITION–

1.01 Definition of Bargaining Unit

The City recognizes the Guild as the exclusive bargaining representative of all fully commissioned law enforcement officers, excluding Captains and confidential employees.

1.02 New and/or Changed Classifications

The classifications currently represented by the Guild are referred to in Article 6 of this Agreement. Should new classifications be established by the Employer and added to the bargaining unit, or should the Washington Public Employment Relations Commission determine that newly developed classifications should be included in the bargaining unit, or if the duties of existing classifications are substantially changed, then the City will propose a wage scale to be assigned to these newly changed classifications to the Guild for review. The Agreement will then be subject to be reopened for the sole purpose of negotiations of wage rates for those classifications. If the parties cannot agree to pay range after negotiation, the matter shall be submitted to arbitration pursuant to the grievance procedure of this Agreement. The arbitrator shall establish a pay scale for the new or changed classification.

–ARTICLE 2 • GUILD SECURITY–

2.01 Discrimination on the Basis of Guild Activity

There shall be no discrimination, interference, restraint, or coercion by the Employer or the Guild or any Employer or Guild representative against any employee because of Guild membership or non-membership or because of any activity permissible under State law and this Agreement.

2.02 Revocation

An employee may revoke his or her authorization for payroll deduction of payments to the Guild by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice. The Employer will provide a copy of the employee's written revocation to the Guild

2.03 Dues Deductions

A. Upon written authorization by an employee, the Employer agrees to deduct from the wages of each employee the sum certified as the initiation fee and dues each month and to forward the sum to the Guild Secretary/Treasurer, or a designated banking institution. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month. All requests to cancel dues deductions shall be in writing to the Employer and require notification to the Guild by the Employer. The Guild agrees to indemnify and hold harmless the Employer for any claims, with the exception of those caused by the Employer's negligence, arising out of the Employer's activities to enforce the provisions of this Article.

B. The City is authorized to charge the Guild a service fee of three dollars (\$3.00) per employee on a one-time basis each time the Guild changes the schedule of Guild dues and/or initiation fees. The Guild shall remit the appropriate amount to the City by the tenth (10th) of the month in which notice of the Guild's dues or initiation fee change is received by the City.

2.04 Designated Representative

A. The Guild President, or any other members of the Guild appointed by the President, shall be recognized by the Employer as the official representatives of the Guild for the purpose of bargaining or resolving grievances with the Employer. The Guild recognizes the City as the duly elected representatives of the people of the City of Longview, and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on its behalf.

B. Members of the Guild selected to serve as authorized representatives of the Guild shall be certified in writing by the Guild President to the City. Each representative will be expected to perform his/her duties as a representative on his/her own time. However, it is recognized that from time to time it may be necessary for Guild activities relating to the investigation and processing of complaints, disputes and

grievances to require immediate attention during working hours. In such instances, upon prior approval by his/her supervisor, which will not be unreasonably withheld, a Guild representative shall be allowed reasonable time to investigate and process such dispute or grievance during working hours, subject to work activity arising which requires his/her immediate attention.

- C. Guild representatives who are invited to and participate in functions approved by the City Manager involving other City of Longview Union representatives or association representatives shall be entitled to attend said functions while on regularly scheduled duty, as work load allows as determined by the Chief of Police or their designee, without loss of pay and cannot be required to take annual leave or compensatory time to attend.

For purposes of this section, this shall apply when the other City Unions or association representatives are allowed to attend the same meeting while on duty. This will be limited to one (1) paid person per meeting unless additional persons are approved by the City Manager. Examples include, but are not limited to, City Drug Policy Committee and the Insurance Committee.

2.05 Negotiations

The Guild's official representatives for purposes of negotiating will meet with the Employer at mutually agreed upon times. The Employer will not allow more than four (4) of the Guild's official representatives to attend negotiating sessions without loss of pay if those representatives would be on duty when the negotiations are scheduled.

2.06 Bulletin Board

The Employer agrees to furnish a conspicuously located bulletin board or space to place a bulletin board for Guild use in posting notices for Guild members. The Guild shall have the sole and exclusive right to determine what is placed on the bulletin board. The Guild shall not place nor permit to remain on the bulletin board any defamatory or obscene material.

2.07 Meetings on Employer Property

The City agrees to allow the Guild to use space in City buildings for official Guild meetings, provided that the Guild obtains prior approval of the time and place for such meetings pursuant to established procedures for gaining use of such space.

2.08 Management-Guild President Meetings

The Chief of Police and the Guild President or their alternates shall meet at least once every two months without loss of pay for the purpose of informally discussing matters of concern and/or interest to either party.

2.09 Access to Chief

Direct access to the Chief of Police or his/her alternate by the President of the Guild or his/her alternate on Guild matters reasonably requiring such direct contact shall be authorized and shall not be a violation of the chain of command.

2.10 Mandatory Subjects of Bargaining

It is mutually understood that there is a duty by the employer for "continuing duty to bargain" on certain issues even when negotiations have concluded. Those mandatory subjects to bargain shall extend to wages, hours of work and working conditions.

2.11 Memo of Understanding

There may be situations that arise during the length of this Agreement whereupon language is unclear to both the Guild and the City. When both sides agree a misunderstanding of the language exists, discussion and agreement may be reached and reduced to a written Memorandum of Understanding within thirty (30) days of the agreement. Any agreed upon and signed Memorandum of Understandings shall be sequentially numbered, (e.g., 2000-1) and titled for content (e.g., School Officers' Hours).

2.12 Police Reserves

The City maintains a Reserve Police Officer Program to support and assist sworn officers within the Department. The City Reserve Officers are specially commissioned Washington peace officers, part-time or full-time, who are commissioned by the City to enforce some or all of the criminal laws of the state of Washington, who are not regular officers for the City and are not compensated for services to the City. Reserve Officers are not compensated and serve their community solely as volunteers. Reserve Officers do not perform primary patrol, traffic or investigation duties. The duties of a Reserve Police Officer may include:

- (a) Response to priority 3, and 4 calls at the discretion of the supervisor.
- (b) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor.
- (c) Barricade/traffic control.
- (d) Fireworks enforcement.
- (e) Crime scene protection.
- (f) Prisoner transport/security.

–ARTICLE 3 • MANAGEMENT RIGHTS–

3.01 Powers Retained by the City

- A. The Guild recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Guild recognizes the exclusive right of the City to establish reasonable work rules, so long as such rules are not inconsistent with a specific provision of this Agreement. Any dispute with respect to reasonableness may be submitted to arbitration in accordance with the grievance procedure contained in this Agreement.
- B. Except in case of emergency as declared by the Chief or his/her designee, the City shall provide the Guild at least eight (8) calendar days advance notice before implementing a new or modified work rule, policy or procedure. Except in case of emergency, the Guild shall be provided the opportunity to discuss and provide input prior to the implementation of the new or modified work rule. The eight (8) day advance notice is deemed to be waived where Guild representation is a part of the Committee process wherein the changed policy/procedure is developed.
- C. In the event the City notifies the Guild within eight (8) days to implement any situation listed in 3.01 b., the Guild may agree to waive the eight (8) day rule, in writing, to allow the City to implement said change without delay.
- D. The City will provide to the Guild a copy of those rules as soon as they are adopted by the City.

3.02 Limitation of Guild Rights

Unless provided for expressly in the rules and regulations of the City Civil Service Commission and not contradicted by this Agreement, the wages, benefits, rights and protections for employees are derived from this Agreement and not from City ordinances, rules, regulations or other documents, policies or practices. Past practices not specifically covered by this Agreement shall be subject to Sections 3.01 B. and 3.01 C. of this Agreement.

3.03 Specifically Retained City Prerogatives

Without limitation but by way of illustration, the following are exclusive rights and decision-making prerogatives of the City, unless superseded by a specific Article of this Agreement or current State or Federal law:

- A. To determine the services and level of services to be provided by the Department and priorities between services and functions.
- B. To direct and supervise all operations, functions and policies of the Department, and to modify such operations, functions and policies as they may affect employees in the bargaining unit.

- C. To organize and reorganize the structure, work or reporting relationships within the Department.
- D. To determine the need for a reduction or an increase in the work force and whether or not a vacancy exists for purposes of this Agreement, and the implementation of any decision with regard thereto.
- E. To establish, revise and implement standards for hiring, classification, promotion, work load, quality of work, required certification, safety, materials, equipment, uniforms and appearance throughout the Department.
- F. To close or liquidate any office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, facilities or positions for budgetary or other reasons.
- G. To assign and distribute work duties.
- H. To manage and direct the work force, including but not limited to the right to determine the methods, processes and manner of performing work, the right to hire, promote, demote and retain employees and to transfer them, the right to lay off, the right to abolish or reorganize positions, the right to determine the schedules of work, the right to adopt and enforce Department regulations, work rules and policies, and the right to purchase, dispose of and assign equipment or supplies.
- I. To contract or subcontract any work, unless otherwise specified in this Agreement.
- J. To discipline or discharge, except an employee who has completed his/her probationary period shall not be disciplined or discharged without just cause.
- K. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions.
- L. To determine job descriptions and content.
- M. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

–ARTICLE 4 • EMPLOYMENT PRACTICES–

4.01 Personnel Reduction

If the City deems it necessary to reduce the number of employees in a job classification, layoffs shall be made in accordance with classification seniority as defined in this Agreement.

4.02 Vacancies and Promotions

Vacancies shall be filled and promotions made in accordance with Police Civil Service Rules and Regulations, provided that qualified employees who have been laid off for less than twenty-four (24) months shall have the first right to rehire or fill the vacancy.

4.03 Employee Files

- A. Any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the Employer. The Employer agrees that the contents of these files, including the personal photographs, shall be confidential, to the extent permitted by law, and shall restrict the use of information in the files to internal use by the Employer. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal, or being introduced by the City when the information relates to the subject of the hearing. Nothing in this section shall prevent an employee or other person whom the employee has authorized in writing to view and copy his/her file in its entirety upon request.
- B. An employee shall have the right to inspect and review all of his or her files, except the working evaluation file, which is kept and maintained by the employee's sergeant. These files are as follows: the City Personnel File, the Department Personnel File, the Professional Standards Electronic Database, and the Training File. Nothing reflecting upon the employee's performance shall be added to or deleted from the file unless the employee is furnished a legible copy of same or is provided electronic access to the file. The City shall provide an opportunity for the employee to respond in writing to any information placed in his/her file with which he/she disagrees. Such response must be given to the City within seven (7) calendar days from the date he/she is notified of the item being placed in the file. Such response shall be attached to the document to which it responds.
- C. If materials from a working evaluation file are used to discipline an employee, all materials so used will be moved into the Professional Standards Electronic Database as provided in Article 4.03 (B) and shall be subject to inspection, review and copying to the same extent as other materials in the Department Personnel File.

4.04 Seniority

- A. Departmental seniority shall be defined as an employee's most recent period of unbroken, continuous service with the Police Department of the City. Except as provided by Washington State statute, an employee shall not accrue seniority during an unpaid leave of absence in excess of thirty (30) calendar days. An employee

shall not attain Departmental seniority until completion of the required probationary period, at which time Departmental seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

- B. Classification seniority shall be defined as the period of most recent continuous service in the employee's current classification, excluding unpaid leaves of absence in excess of thirty (30) calendar days. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

4.05 Layoff

In the event of a layoff, all extra or part-time fully commissioned law enforcement officers shall be laid off prior to any full-time regular fully commissioned law enforcement officers being laid off. In the event it becomes necessary to lay off regular full-time commissioned officers, such employees shall be laid off in reverse order of seniority by classification. That is, the regular commissioned employee within each class with the least classification seniority shall be laid off first. All regular fully commissioned employees laid off due to reduction in force shall be recalled to work in reverse order of their layoff, provided they are qualified to perform the available work. Employees who are laid off shall be permitted to bump to any classification, which the laid-off employee has previously held, as provided below in Section 4.06. All laid off employees who are recalled shall, upon their recall, be placed at the rank and salary step, which that employee had held at the time of the layoff.

4.06 Bump Back Privileges

- A. For so long as they remain positions within the bargaining unit covered by this Agreement, all promotions to the positions of Corporal and Sergeant shall be made from within the bargaining unit, provided there are qualified applicants for the position, as determined in accordance with applicable Civil Service regulations and procedures. A Sergeant or Corporal who does not successfully complete his/her promotional probationary period may bump back to his/her previous classification. Sergeants and Corporals who are laid off may bump back to any lower classification within the bargaining unit which the employee has previously held.
- B. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit in the event of layoff, bump back, failure to successfully complete his/her promotional probationary period, or, except for the Chief, demotion. In addition, those employees in positions outside the bargaining unit at the time this Agreement was entered may bump back to a bargaining unit position of the next lesser rank should the situation arise.
- C. The seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

4.07 Loss of Seniority

An employee shall lose all accrued seniority for the following reasons:

- A. If employee resigns; or
- B. The employee is dismissed and is not reinstated; or
- C. The employee retires on a regular service retirement; or
- D. If the employee fails to respond within seven (7) calendar days after delivery or attempted delivery of a notice of recall from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or
- E. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of recall from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

4.08 Recall from Layoff

Employees will be subject to recall for up to twenty-four (24) months from the date of the layoff. This twenty-four (24) months limitation shall not apply to those employees who were demoted through no fault of their own and who remain actively employed in a bargaining unit position. Subject to the remaining provisions of this Article, such employees shall have the first right to the next promotion to their former position.

–ARTICLE 5 • DISCIPLINE AND DISCHARGE–

- 5.01 No appointment, whether for entrance employment or promotion to any position, shall be deemed a regular full time appointment until after the completion of probationary service. During the probationary period, a newly hired employee may be discharged at any time, and a newly promoted employee may be demoted back to the position held prior to his/her promotion. After the conclusion of the probationary period, an employee will not be disciplined or discharged except for just cause.

Entry-Level Positions: the probationary period for entry-level positions is eighteen (18) months.

Promotional Positions: the probationary period for promotional positions is twelve (12) months.

Lateral Positions: the probationary period for lateral positions is twelve (12) months.

- 5.02 A. The parties recognize the right of the City to discharge, suspend or otherwise discipline an employee for just cause after he/she has completed his/her probationary period. Should the employee wish to appeal a disciplinary action taken against him/her, such appeal shall be governed by the provisions of Article 14 of this Agreement, Grievance Procedure, which procedure shall be the exclusive method for appealing said disciplinary action.
- B. The discipline or discharge of a newly hired probationary employee or demotion of a newly promoted probationary employee will not be subject to appeal.
- 5.03 A. In the event the City has reason to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.
- B. Disciplinary actions shall be documented and a copy delivered to the employee. The employee shall sign and date, indicating receipt of the documentation. Signing of the documentation will not indicate agreement with the discipline. The date for the timely filing of a grievance protesting the discipline shall be measured from the date of receipt of the disciplinary documentation by the employee.

It is agreed that there is a difference between willful misconduct and an honest mistake. Willful misconduct is an intentional act on the part of the employee, knowing full well that the act is unacceptable. The response to willful misconduct will be punitive discipline. An honest mistake is a situation where an employee makes an unintentional error; however, an employee making an honest mistake may be subject to disciplinary action if the same or similar mistake continues.

- 5.04 Retention of discipline documents are bound by Washington State Records Retention laws.

- A. A *Coaching and Counseling* is verbal, and may be documented and placed in a working file, however a Sergeant may maintain documentation of such counseling in a Sergeant's work file to be used in the officer's performance evaluation as deemed appropriate by the Sergeant. A coaching and counseling shall not be considered disciplinary action. The foregoing does not prohibit the City from disciplining an employee for negligence.
- B. A *Written Warning* is documented, disciplinary action and will remain in the employee's file for one (1) year or the next performance evaluation, whichever comes first. A Written Warning can be issued by a Sergeant with a Captain or the Police Chief's approval. It is the first formal level of discipline and may be appealed by the employee.
- C. A *Written Reprimand* will remain in the employee's personnel file for no more than five (5) years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after two (2) years, the Officer may petition the Chief for the removal of a written reprimand. A Written Reprimand can be issued by a Sergeant with the approval of a Police Captain or the Police Chief.
- D. A *Suspension Without Pay* is discipline which is administered by the Police Chief. A record of Suspension Without Pay of five (5) days or less will be removed from an Officer's personnel file after five (5) years, in the absence of similar misconduct during that period, if the Officer requests its removal; and the record of a Suspension Without Pay for more than five (5) days will be removed from an Officer's personnel file after seven years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after three (3) years, the Officer may petition the Chief for the removal of the record of Suspension Without Pay.
- E. A *Demotion* is discipline administered by the Police Chief. The record of an involuntary, disciplinary demotion will be removed from the Officer's personnel file after seven (7) years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after three (3) years, the Officer may petition the Chief for the removal of the record of demotion.
- F. Termination is discipline administered by the Police Chief. A Notice of Termination will remain in the employee's personnel file as long as the file exists.

Any discipline of a Sergeant will be initiated by a Captain, with the approval of the Police Chief, and will be governed by all of the sections above.

The disciplinary action documents will be maintained in the Professional Standards Electronic Database in accordance with Washington State Records Retention Laws. The disciplinary action documents shall not be used for progressive discipline consideration beyond the above described periods of time.

- 5.05 An employee is entitled to representation by his/her collective bargaining representative under the following conditions:
- A. The employee must reasonably believe that the interview will result in disciplinary action;
 - B. The employee must request such representation; and
 - C. The exercise of the right to representation cannot unduly interfere with legitimate needs of the employer. For the purpose of this Agreement, a collective bargaining representative shall mean those Guild officers certified with the City.
 - D. The Guild representative that is requested will be there as an observer and not as a speaker for the employee. The Guild representative may confer with the employee and ask clarifying questions of the employer or the employee, but may not be disruptive to the process.
 - E. That if a Guild representative is requested, they will be able to respond within a reasonable time (Not more than two (2) hours).

5.06 Officer Bill of Rights

- A. Advance Notice:

Prior to any interview of an officer as part of an internal investigation which could result in suspension, demotion or termination, the employee concerned shall be notified not less than twenty-four (24) hours prior to the interview or at such time as written reports are required, except when, at the option of the Chief of Police, a delay will jeopardize the success of the investigation, or when criminal activity is at issue. An employee may voluntarily waive the twenty-four (24) hour notice. Notification shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and a place, subject only to scheduling limitations, to contact and consult privately with an attorney and/or a representative of the Guild.
- B. The Interview:
 - 1. Interviews shall be conducted in the Department offices unless mutual agreement of the parties or the particular circumstances of the situation dictates otherwise.
 - 2. Any interview of the employee normally shall be conducted while he/she is on duty, unless the serious nature of the investigation, as determined by the Chief of Police, dictates otherwise.
 - 3. Parties to the interview shall be limited to those reasonably necessary to conduct a fair and thorough investigation. The employee shall be informed of the name, rank, and command, or similar information of all persons present if they are unknown to him/her. The names of any complainant or witnesses may

be withheld, however, if disclosure would, in the opinion of the Chief of Police, prove detrimental to the investigation.

4. The employee may have a Guild or other representative present to witness the interview and assist him/her. The role of the representative shall be to advise the employee. The Chief of Police retains the right to hear the employee's own account of the matter under investigation.
5. The interview shall be limited to the acts, events, circumstances, and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation and coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding three (3) hours shall be continued only by mutual consent.
6. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or he/she may record the interview at his/her own expense, and provide the City with a copy if requested. If any portion of the interview is transcribed, the employee shall be given a copy upon request. Interview proceedings shall be kept strictly confidential by all concerned, consistent with current legal requirements.

C. Investigation Findings:

1. When the investigation results in charges that the employee has violated City or Department policy, the employee, upon request, shall be given a copy of the summary report of the investigation upon completion.
2. When the investigation results in suspension or discharge, the employee shall be notified immediately of the nature of the action to be taken, the reasons therefore, and the effective date of such action. Copies of the notice and summary report of the investigation shall be placed in the employee's personnel file and made available for his/her inspection.
3. An employee may appeal any suspension, demotion or termination in accordance with Articles 5 and 14 of the current Labor Agreement.

D. Professional Standards Electronic Database:

1. The Chief of Police shall cause a record of complaints involving employees to be maintained. This record shall be known as the "Professional Standards Electronic Database" and shall contain the complaint and the investigator's findings. These findings are categorized as follows:
 - (a) Unfounded, i.e., the alleged event did not occur as stated in the complaint.
 - (b) Not sustained, i.e., the evidence was not sufficient to draw a conclusion about the alleged event.
 - (c) Sustained, i.e., the alleged event occurred as stated in the complaint.
 - (d) Exonerated, i.e., the alleged event occurred as stated in the complaint, but was not improper.
2. Only findings of sustained shall result in the initiation of disciplinary action. Once such disciplinary actions are concluded, they shall be placed in the employee's personnel file, as well as the internal affairs file.

3. Complaints which are investigated but do not result in the initiation of disciplinary action shall be filed only in the Professional Standards Electronic Database.
4. Access to the Professional Standards Database shall be controlled by the Chief of Police and his/her appointed designee(s), and access shall not be granted without good cause or lawful court order. The Professional Standards Electronic Database shall not normally be accessible to supervisory personnel, but an evaluator may refer to a perceived pattern in the complaints filed within the 24 months preceding the evaluation.

–ARTICLE 6 • WAGES AND PREMIUMS–

6.01 Wage Rate Schedule

The wage rate schedules during the term of this Agreement shall be calculated as follows:

- A. Effective January 1, 2025 across the board wage increase of four percent (4%) Cost of Living Adjustment (COLA) plus four percent (4%) wage adjustment, for a total of eight percent (8%).
- B. Effective January 1, 2026 across the board wage increase of three percent (3%) Cost of Living Adjustment (COLA) plus one percent (1%) wage adjustment, for a total of four percent (4%).
- C. Effective January 1, 2027 – across the board wage increase shall be increased by a percentage equal to one hundred (100%) of the U.S. Cities West Consumer Price Index (CPI-“W”) unadjusted for the period from June 2025 to June 2026 with a minimum of three percent (3.00%) and a maximum of four percent (4.00%).
- D. A new Police Officer shall begin employment at the “training step” in the Police Officer salary schedule, set at five percent (5.00%) below the “A” step. A new Officer shall be paid at this training step until successful completion and his or her graduation from the Washington State Law Enforcement Training Academy and six (6) months from date of hire (whichever occurs last). Officers shall then move to the “A” step, and then to the “B” step six (6) months after that. The new period for the training step will not apply to Officers who are hired before March 1, 2008.
- E. There shall be a one step salary schedule for position of Corporal, which is seven percent (7.00%) above step “E” of the base salary for Police Officer.
- F. There shall be a one step salary schedule for the position of Sergeant, which is eight percent (8.00%) above the base salary for Corporal.

6.02 Education Premium

Employees who have a bachelor’s degree (B.A. or B.S.) shall receive an education premium of four percent (4.00%) per month in addition to their base salary.

6.03 Field Training Officer Premium Pay

Employees assigned as Field Training Officer (FTO) shall receive an additional five percent (5.00%) of base salary, converted to an hourly rate, for all hours spent performing FTO duties.

6.04 Officer in Charge Premium

Employees who are assigned by a supervisor or command personnel as Officer in Charge (OIC) to perform the duties of a Shift Supervisor and/or serve in an acting capacity in the absence of the Shift Sergeant, shall receive a premium equal to that of Corporal base

salary. Acting pay shall be paid hour for hour, to the nearest quarter hour for all hours worked in the higher classification.

6.05 Multi-lingual/Communication Skills

The City acknowledges the increasing needs to serve a diverse population and agrees to provide additional compensation for employees who use a second language (including sign language) in the course of their employment. The proficiency skills level for qualifying for this premium will be determined by management on an as needed basis. Management reserves the right to test employee's proficiency skills prior to authorizing a multi-lingual premium and annually thereafter. If a multi-lingual premium is authorized, it is anticipated that the employee will use the skill whenever practicable, with department permission, to perform services City-wide. Employees certified to provide multi-lingual services shall receive and a premium of one hundred fifty dollars (\$150) per month.

6.06 Longevity.

Monthly longevity pay shall be increased and applied to the straight time base salary of all employees covered by this agreement that have completed continuous service as follows:

<u>5 - 9 Years</u>	<u>2%</u>
<u>10 - 14 Years</u>	<u>4%</u>
<u>15 - 19 Years</u>	<u>6%</u>
<u>20+ Years</u>	<u>8%</u>

6.07 Deferred Compensation

The City shall contribute up to two and one half (2.50%) employee match each pay period into the bargaining unit member's deferred compensation account based on the employee's monthly base salary.

6.08 Specialty Assignments

Employees who are assigned to one or more of the following specialty assignments shall receive a premium of two percent (2.00%) of their base salary. There will be no stacking of premium for those engaged in multiple specialty assignments. Specialty assignments that are eligible for premium pay are:

- Detectives (CIU and SCU)
- K-9 Handler
- SWAT

–ARTICLE 7 • CLOTHING AND EQUIPMENT–

- 7.01 The Department shall maintain and repair any equipment or clothing required and provided by the Department. At the time this Agreement was entered into, the Department required and provided the following equipment and uniforms. The employee may pick either of the two (2) options (option A, or option B) below:

OPTION “A”

1. Three (3) pairs of uniform pants
2. Six (6) shirts with minimum one (1) long sleeve
3. One (1) necktie
4. Two (2) name tags
5. One (1) shirt badge
6. One (1) jacket with patches, which shall be an all-weather jacket with removable all weather liner with patches.
7. One (1) duty gun belt
8. Two (2) sets of handcuffs, case and key
9. One (1) pistol and holster, three (3) magazines with a double magazine pouch
10. One (1) department authorized baton and holder (the employee may choose one from those authorized by the department)
11. One (1) protective ballistic vest – Minimum of Level 3A Threat Level
12. One (1) portable radio, charger and holder
13. Chemical agent and holder
14. Baseball Cap
15. Taser
16. Cell phone
17. One (1) Polo Shirt with sewn department badge
18. One (1) pair of non-uniform utility pants to be worn with polo shirt.

OPTION “B”

1. Two (2) pairs of uniform pants
2. Two (2) shirts with minimum one (1) long sleeve
3. Two (2) all-weather jumpsuits
3. One (1) necktie
4. Two (2) name tags
5. One (1) shirt badge
6. One (1) jacket with patches, which shall be an all-weather jacket with removable all weather liner with patches.
7. One (1) duty gun belt
8. Two (2) sets of handcuffs, case and key
9. One (1) pistol and holster, three (3) magazines with a double magazine pouch
10. One (1) department authorized baton and holder (the employee may choose one from those authorized by the department)
11. One (1) protective ballistic vest – Minimum of Level 3A Threat Level

- | | |
|-----|---|
| 12. | One (1) portable radio, charger and holder |
| 13. | Chemical agent and holder |
| 14. | Baseball Cap |
| 15. | Taser |
| 16. | Cell phone |
| 17. | One (1) Polo Shirt with sewn department badge |
| 18. | One (1) pair of non-uniform utility pants to be worn with polo shirt. |

The City reserves the right to modify the list of required equipment and uniform items as it sees fit, provided any changes in equipment that affects officer safety shall be subject to the conditions set forth in Section 3.01 of this Agreement.

7.02 A. All equipment, clothing and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing and other materials which had been issued to him/her.

B. The Department will repair or replace any Department-issued clothing or equipment damaged in the line of duty, unless such damage is caused by the negligence of the employee, within the following guidelines:

1. Any Department uniform clothing items in need of repair must have pre-authorization from the Chief or his/her designee, in order to be repaired by the Department's designated vendor. Hemming of pants will be considered repair. All other alterations will be at the employee's expense.
2. Button replacement may be done through the cleaning process without pre-authorization.
3. In addition to repair of uniform clothing items, the sewing on of authorized patches and insignias may also be done by the Department's designated vendor without pre-authorization.
4. Ammunition: The City shall make available to each officer up to fifty (50) rounds per quarter for firearm practice. The fifty (50) rounds can be a combination of pistol, rifle and up to ten (10) shotgun rounds.

C. Nothing in this Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department.

7.03 For employees who chose uniform/equipment option "A" above, the Department shall pay one hundred percent (100%) of the cost necessary to clean each employee's uniform and/or each detective's clothing through a cleaning service provided by the Department, to a maximum of one hundred forty-four (144) clothing items in a calendar year. Ties are not included in the allowed one hundred forty-four (144) pieces in a calendar year, however, ties may be cleaned up to a maximum of three ties per month.

For employees who chose uniform/equipment option "B" above, the Department shall pay one hundred percent (100%) of the cost necessary to clean each employee's uniform through

a cleaning service provided by the Department, to a maximum of twelve (12) clothing items in a calendar year.

For employees who chose uniform/equipment option “B” above, who are assigned to work in a detective assignment, the Department shall pay one hundred percent (100%) of the cost necessary to clean each employee's detective's clothing through a cleaning service provided by the Department, to a maximum of one hundred forty-four (144) clothing items in a calendar year. Ties are not included in the allowed one hundred forty-four (144) pieces in a calendar year, however, ties may be cleaned up to a maximum of three (3) ties per month.

7.04 Other Clothing and Equipment: The City agrees to pay each officer an allowance of three hundred fifty dollars (\$350.00) during the month of January each year, for the purchase or repair of department approved clothing, appropriate shoes or boots to be worn on duty and/or appropriate and necessary equipment for use while on duty. This allowance is considered a taxable fringe benefit, and as such will be treated as income and taxable under applicable federal tax laws.

7.05 A. Employees who are assigned regular duty in a specialty assignment (i.e. detectives, street crimes, etc.) in lieu of department issued uniforms shall receive a six hundred and fifty dollars (\$650) clothing and equipment allowance for the purchase of appropriate clothing required in the performance of their duties as assigned to the specialty unit.

B. The clothing reimbursement allowance shall be prorated if the employee or the City has knowledge the employee will not remain assigned as a detective or in the specialty assignment for the next twelve (12) months.

C. Employees who are temporarily assigned to the detective division will be entitled to twenty-five percent (25%) of the annual allowance at the completion of each three (3) months of detective assignment.

7.06 The City will purchase and provide all specialized uniforms/equipment as required by the Washington State Criminal Justice Training Commission for attendance at the basic academy.

7.07 Ballistic Vest Replacement. The City agrees to replace ballistic vests at five (5) year intervals for all employees. The City reserves the right to select, purchase, and issue the vest of its choice, provided the vest shall be rated at least Threat Level 3A of protection. If an employee wishes to order a vest that is more expensive than the vest provided by the City, the employee shall reimburse the City for any actual additional expense.

7.08 Employees who are assigned as members of the SWAT team shall be provided, by the department, the following uniforms and equipment (TEMS members do not receive item #11 or #13):

1. Two (2) BDU uniform shirt with patches
2. Two (2) BDU pants

3. One (1) protective ballistic vest/plate carrier – minimum of Level 3A Threat Level
4. One (1) protective ballistic plate for plate carrier -NIJ-Standard-0101.04 Level IV
5. Five (5) Vest or belt pouches necessary for carrying the equipment needed during SWAT missions (i.e. magazine pouches, NFDD pouches, gas mask pouch, handcuffs, radio pouch, utility pouch, etc.)
6. One (1) pair of gloves
7. One (1) balaclava
8. One (1) rain jacket
9. One (1) pair of rain pants
10. One (1) set of knee pads
11. One M-4/AR-15 style rifle with red dot (AIMPOINT) or holographic style (EOTECH) optical sighting system with magnifier, and weapon mounted flashlight.
12. Protective eyewear
13. Minimum of four (4) rifle ammunition magazines with department issued duty ammunition.
14. Individual First Aid Kit pouch with contents for trauma care (bandages, gauze, chest seals, etc.)
15. Tourniquet with pouch or method of carry.
16. Nylon duty belt
17. Pistol Holster capable of accepting duty pistol with attached pistol light
18. Pistol mounted flashlight
19. Gas mask
20. Ballistic helmet
21. Radio integrated noise cancelling communication headset

7.09 For employees who are assigned as operators of the SWAT team, The City agrees to pay each officer an allowance of three hundred and fifty dollars) (\$350)during the month of January each year, for the purchase of additional approved clothing, appropriate shoes or boots to be worn on SWAT, and/or appropriate and necessary equipment for use while serving on SWAT. This allowance is considered a taxable fringe benefit, and as such will be treated as income and taxable under applicable federal tax laws.

7.10 K-9 Officers will receive three jumpsuits and boots as needed.

–ARTICLE 8 • HOURS OF WORK, OVERTIME AND TRAINING–

8.01 Definitions

The following definitions shall apply to this entire agreement:

- A. **Emergency:** A sudden, generally unexpected occurrence or staffing shortage demanding immediate action, which must be declared by management.
- B. **Master Schedule:** The master schedule covers all employees in a particular division, and includes the projected shift rotations. The schedule will project what employees are to work, the hours they are scheduled, their days off and their rotations. Shift rotations shall be approximately ninety six (96) days to concur with the patrol FLSA 7k work period.
- C. **Individual Employee Schedule:** The particular days off and/or hours of work given to an individual employee as it specifically relates to the individual from the master schedule. May also include the particular shift the employee is working on a given day.
- D. **Mandatory Training:** Training that an employee is required, by management, to attend, Firearm Certification, Basic First aid, BAC Certification, ACCESS Training, Hazardous Materials Training, Emergency Vehicle Operation, Defensive Tactics/Baton Training, and Bloodborne Pathogen Training. In addition, mandatory training shall include any other training that becomes mandated by law or is required for the employee to retain his/her qualifications or certifications as an employee of the Department; or any mandatory training which is required by the City Manager for all City employees, or by the Chief of Police for all Police Department employees.
- E. **Day Off:** An employee's day(s) off begins when the employee completes their last scheduled work day of the regularly scheduled work period and will continue until they are required to report back for the first day of their next regularly scheduled work period. If an employee works overtime at the end of the shift on a regularly scheduled workday, a day off shall not start, for callback purposes, until the employee completes the overtime work.
- F. **Regularly Scheduled Shift:** The specific hours of work for a particular day for each employee. This is inclusive of all hours that the employee is scheduled to work prior to taking any paid leave.
- G. **Mandatory Overtime:** When an employee is required to work over his/her regular scheduled shift or on an unscheduled work day due to a staffing shortage, court ordered appearances or in cases of emergency.
- H. **Shift Changeover Coordination:** Activities taken when employees are reassigned from one (1) shift to another either via a Master Schedule change or a Schedule

Adjustment, to include an emergency as defined in this Article, to start the employee on their newly assigned shift at a day or time which allows them to receive at least twelve (12) hours off between work shifts.

The parties acknowledge a maximum of three (3) eight (8)-day work periods to transition from one (1) shift to another. Management will work with each employee to assure that long periods of work without days off do not occur. And in no transition period shall an officer be required to work more than six (6) days in a row. Alterations of days off within this “transition period” will be used to accommodate this goal and to comply with FLSA requirements. A Guild liaison will work with sergeants and captains to anticipate transition issues.

- I. **Schedule Adjustment:** Changes that are made to an employee’s established hours of work or scheduled days off during a specified FLSA work period or as otherwise noted on the master schedule to address departmental staffing needs. A schedule adjustment does not automatically result in receipt of additional compensation to offset the schedule change. The provisions of this Article shall govern the applicability of premium pay when schedule adjustments are made.

8.02 **Hours of Work**

Management has the right to determine staff assignments, unit size and/or continuance, shift start and stop times, and days off. The City recognizes the need to meet with the Guild when establishing and/or modifying work schedules due to legitimate department needs and to take employee’s interests into account. Except for emergency situations, at least seven (7)-calendar days advance notice will be given to employees required to make schedule adjustments. The City will also provide the Guild with at least thirty (30) calendar days advance notice before an overall long-term change in the Master work schedule is implemented.

Work Schedules

See attachment “B”.

Specialty Assignments - four (4) ten (10)-hour work shifts with three (3) days off. For the purposes of this section, examples include but are not limited to assignments/groups such as CIU, SCU, Traffic, etc.

For Section 7(k) purposes under the Fair Labor Standards Act, the work period shall be twenty-eight (28) days. During this twenty-eight (28)-day work period said employees will be required to work, take accrued paid leave or a combination thereof to equal a minimum of one hundred and sixty (160) regular work hours (excluding overtime). Pay may be adjusted:

- Based on actual hours worked
- Available Paid Leave Accruals
- Hire/Termination Date

- Sergeants and Corporals may be assigned at the discretion of the Chief based on legitimate department needs. They will be assigned to work either a four (4) ten-hour (10) or five (5) nine (9) -hour work schedule in accordance with the provisions stipulated for patrol or specialty teams/units (patrol shift assignments subject to shift bid provisions). Other alternative work schedules may also be assigned as mutually agreed between both parties.

Employees assigned to other specialty assignments may be assigned to a four (4) ten (10)-hour or five (5) nine (9)-hour work schedule, or other schedules approved by the Chief of Police or his designee as mutually agreed between both parties to meet the needs of the specific assignment.

Depending on the employee's assigned work shift they will have either a twenty-four (24) day or twenty-eight (28) day Fair Labor Standards Act work period.

Probationary employees will be assigned to shifts at the discretion of the Chief of Police.

Patrol Staffing

The parties agree to strive to maintain a staffing ratio of one (1) sergeant and five (9) officers per patrol squad. . Effective the 1st patrol rotation of 2020, there will be one (1) officer position reserved on dayshift for career development. Each employee will be required to work two (2) rotations of dayshift patrol (does not have to be consecutive) within the first five (5) years of employment after release to solo patrol. Management will be responsible to schedule the officers. The responsibility of ensuring that officers work at least two (2) rotations of dayshift belongs solely to management. Officers assume no responsibility for accomplishing this objective, and therefore can receive no discipline for any circumstances that prevent them from achieving the two (2) dayshift rotations. In the event the career development position is not needed, it will be opened up for all officers based on department seniority. The parties agree that this objective may not be attainable when the department is faced with the following situations: employee turnover and related training requirements, injury or disability that prevents an employee from performing their regular job functions, mandatory leaves and paid time-off requests, budget cutbacks or loss of revenues such as grants.

Master schedule patrol shift assignments, to include sergeants, shall be made by shift bidding by classification seniority and then department seniority. There will be a sergeant on each squad..

Management retains the right to assign canine schedules and once assigned, bids will be made by seniority amongst canine officers. Further the Chief of Police shall have the right to override the results of shift bidding for legitimate needs of the department.

Schedule adjustments may be made by the Patrol Division Captain, Police Chief, or designee to meet the patrol division's staffing objectives provided, except in the event of an emergency, a minimum of seven (7) calendar days advance notice of the need to adjust schedules is provided to the affected employees and that such changes will be made in

reverse seniority order except in the event that someone volunteers to modify their work schedule. The parties agree that moving employees between shifts or adjusting their days off will be kept to a minimum and shall only be initiated to ensure operational efficiency and/or to maintain staffing objectives. Schedule adjustments requested by the employee to address personal issues or voluntary training activities are exempt from the advance notification requirement

Basic Academy

Employees assigned to attend the Washington State Criminal Justice Training Commission Basic Academy shall be assigned to the Academy schedule. Employees assigned to attend the Washington State Criminal Justice Training Commission Basic Academy shall not be entitled to overtime for any activity associated with their academy training within the hours allowed by the FLSA 7K exemption, without advance permission of the Chief of Police.

Daylight Savings/Standard Time

When an employee is scheduled to work the shift when the clocks are turned back one (1) hour in the Fall and results in the employee working an additional hour, the employee will be compensated one (1) hour of overtime at time and one half (1.5x).

When the employee is scheduled to work the shift the clocks are moved forward one (1) hour in the Spring, and the employee works one (1) hour less than his/her regular shift, he or she may choose one of the following to complete the shift assignment:

- A. Give up one (1) hour of compensatory time or one (1) hour of vacation leave time; or
- B. Report to work one (1) hour earlier than the normal starting time for the shift. It shall be the City's prerogative as to the work assignment for the early reporting.

8.03 Changes in Hours of Work or the Work Schedule

Except as otherwise provided in this agreement, an employee who has their schedule adjusted with less than seven (7) calendar days notice shall receive overtime pay one and one-half (1.5x times their regular rate of pay) for all work hours outside of the normal shift until the seven (7) day notice period has elapsed. Further such schedule adjustments shall normally be scheduled to begin after the employee has had at least twelve (12) hours off between work shifts with the following exceptions; employees that request schedule modifications, by mutual agreement between the two parties, or in the event of an emergency.

Nothing in this Article shall prevent the adjustment of an individual employee's schedule due to the personal needs of the employee, with the Department's approval.

Meal and Rest Periods

All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a ten (10) hour shift, the total time for meal and rest periods shall be one (1) hour and fifteen (15) minutes with a meal period not to exceed forty-five

(45) minutes in duration and the remainder for breaks. For employees assigned to either an eight (8) or nine (9) hour work shift, the total time for meal and rest periods shall be one (1) hour per shift. Employees shall be expected to monitor their radio and respond to calls as directed.

8.04 **Overtime**

- A. Time worked by an employee in excess of the employee's scheduled work shift shall be considered overtime, and compensated as such.
- B. Overtime shall be compensated on the basis of each full fifteen (15) minutes worked beyond the employee's regular scheduled work shift. Overtime shall be compensated at one and one-half (1.5) times the employee's regular rate of pay.
- C. Exceptions to Overtime. To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of regularly scheduled shift rotations or approved shift adjustments. Both parties recognize the City will adjust employees' schedules as needed so they may attend training without creating overtime liability for the City.
- D. Compensatory Time. Employees may choose to accrue equal compensatory time in lieu of payment for overtime worked up to a maximum of fifty (50) hours. A request for compensatory time can be denied if it unduly disrupts the operation of the department. Undue disruption is more than inconvenience to the department and will be determined on a case-by-case basis. For requests to use one (1) day of compensatory time, one (1)-day notice is required. Once an employee's balance of compensatory time exceeds the fifty (50) hour maximum, they shall be paid for all additional overtime worked. Compensatory time shall be taken hour for hour.
- E. **Staffing Needs for Oncoming Shift:**

See attachment "B".

In the event an on-coming shift is so short staffed that an officer is needed to remain over from the off-going shift, the Department shall first seek volunteers to work over. Volunteers shall be sought in order of seniority from the employees on the off-going shift. Volunteers shall be compensated at the rate of time and one half (1.5x) for all hours worked in excess of the regularly scheduled shift, with a minimum of two (2) hours being paid. Should a volunteer not be found, the Department may order an employee to work "mandatory overtime" at time and one-half (1.5x) for all hours worked in excess of the regularly scheduled shift. The least senior officer on the off-going shift shall be so assigned, excluding probationary employees who are still under the Field Training Officer (FTO) program, provided that an employee shall not be allowed or required to work over more than four (4) hours except in cases of emergency. In addition, an officer cannot be mandated to hold over if the officer was called in early to help staff the off-going shift. The mandated officer, who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However, if no replacement is obtained,

the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

In cases in which the Department has advanced knowledge twelve (12) or more hours prior to the start of the shift) and has determined that a shift will be understaffed, staffing needs shall be filled if possible, on a seniority basis from the opposite side squad.. Should a volunteer not be found, the Department may order an employee to work "mandatory overtime" at time and one-half (1.5x) for all hours worked in excess of the regularly scheduled shift. This assignment shall be made by reverse seniority from the employees on the opposite side squad. All employees filling such a position shall be subject to the applicable call-back provision, if any. In addition, the Department shall make personal contact with Officers who are working mandatory overtime assignments.

The mandated officer, who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However, if no replacement is obtained the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

In the event a shift becomes under staffed during the course of the shift, or if the Department has the need to fill the last half of an under staffed shift, the Department shall first seek volunteers from the on-coming shift in order or seniority. The least senior officer on the on-coming shift shall be assigned, excluding probationary employees who are still under the Field Training Officer (FTO) program, provided that an employee shall not be allowed or required to report to work more than four (4) hours before his/her regularly scheduled shift, except in cases of emergency. All employees filling such a position shall be subject to the applicable call-back provision, if any. In addition, the Department shall make personal contact with officers who are working mandatory overtime assignments. The mandated officer, who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However if no replacement is obtained, the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

The parties further agree:

A. Mandated officers must select a replacement within their same classification. The exception to this provision is if the shift for which a replacement is needed does not have a supervisor scheduled then one may volunteer. If the replacement officer is a supervisor then he/she assumes the role of lead and relieves the OIC scheduled for that shift. The OIC will not receive a shift premium for that shift.

B. If "on-duty" personnel are asked to substitute, they must have approval of their supervisor. If they are released by their supervisor prior to the end of their shift to volunteer, then they will receive regular pay for the remainder of their shift. If they work beyond the remainder of their shift, all other provisions for overtime currently in the bargaining agreement apply.

C. Volunteer officers must be willing to work at least six (6) hours of the shift for which they are providing relief. This provision is to ensure that no more than two (2) officers are used to cover the shift thus forcing the City to incur the cost of more than one (1) "call back premium."

F. Twenty-four (24) Hours Notice:

1. Scheduled overtime requested by an agency external to the Longview Police Department but cancelled with less than twenty-four (24) hours' notice to the Department will subject the employee(s) scheduled to a minimum two (2) hours, **up to the scheduled overtime detail**, at the scheduled overtime rate.

2. Scheduled overtime required to cover for another employee's pre-planned time off will not be cancelled and the originally scheduled officer will forfeit their right to return to the schedule unless the originating officer notifies the **on-duty supervisor** at least twenty-four (24) hours in advance of the scheduled start time.

8.05 Callback and Holdover for Deficient Work

For the purposes of this section, callback is defined as approved, but unscheduled, non-prearranged work, which is not contiguous to the regular work shift or occurs on a scheduled day off when an employee is called back to work with less than twenty-four (24) hours advance notice, for any reason including; required appearance at criminal court trials or hearings, required appearances at duty related civil court trials or hearings, required appearances by the prosecutor's office, required appearance by a Department supervisor or administrator. Callback provisions apply once an employee has secured from duty and left the workplace after completion of a regularly scheduled shift until that employee is scheduled to return for his/her next regularly scheduled shift. Callback shall be paid as defined herein.

Holdover for Deficient Work

No callback or holdover pay shall be given for employees who are called back or held over to correct deficient work that cannot wait to be corrected when the employee returns

for his/her next regularly scheduled shift. Further, callback shall not apply when it occurs on the employee's regularly scheduled work day and the employee agrees to adjust their hours of work and come in early so they can leave early.

When an employee is specifically authorized and called back to return to duty outside of his/her regular shift schedule for duty, (and the call back meets the above definition of being approved but unscheduled and non-prearranged with less than twenty-four (24) hours notice), he/she shall be paid on the basis of a minimum of three hours (3) at double (2) the employee's regular hourly rate. If the call back exceeds three (3) hours, the employee shall be compensated at one and one-half (1.5x) times the employee's regular rate of pay, for all additional hours worked beyond the first three (3) hours.

- A. The minimum guarantee and callback provisions of this section shall not be applicable to an extension to the end of an employee's regular shift. Time worked that is contiguous to the end of the regular shift shall be considered a shift extension and shall be paid as overtime not callback.
- B. The minimum guarantee and callback provisions of this section shall also not apply to staffing needs for oncoming shift assignments as outlined in Section 8.04(e) of this contract.

Examples: Officer "A" is on his/her regular shift rotation which starts at 7:00a.m. :

- 1) Officer is called in at 8:00 p.m. and works three (3) hours. Officer is paid three (3) hours call back overtime at double (2x) = six (6) hours pay.
- 2) Officer is called in at 3:00 a.m. and works 1 hour. Officer receives the minimum 3 hour call back at double = 6 hours pay.
- 3) Officer is called in on a scheduled day off and works six (6) hours. Employee receives three (3) hours callback at double and three (3) hours at time and one-half = (10.5) hours of pay.
- 4) Officer's regular shift ends at 4:00 p.m., but due to an emergency, the officer works an additional two (2) hours. Officer receives two (2) hours of pay at one and one-half times = three (3) hours of pay. (two (2) hours is an extension of the regular shift – callback provision does not apply).

8.06 Court and/or Subpoenaed Appearances

- A. An employee who appears in court arising out of his/her employment with the City and who has not taken advantage of the schedule exchange for court time (see 8.02), or who responds to a subpoena on behalf of the City on off-duty time shall receive a minimum of three (3) hours of overtime compensation paid at time and one-half (1.5x) plus any additional time spent in court beyond the first three (3) hours paid at one and one-half (1.5x) times.

- B. An employee who has pre-approved vacation or compensatory time scheduled prior to January 31 and is subsequently scheduled and required to appear for court during the scheduled/pre-approved leave time shall receive a minimum of three (3) hours overtime compensation paid at two (2) times plus any additional time spent in court beyond the first three (3) hours paid at one and one-half (1.5x) times.

8.07 **Multiple Callbacks, Same Period**

If any employee is called back two (2) times or more in one (1) day where the employee is released and then required to come back later within that same day, the above rates of callback pay shall apply to each time the employee is called back.

8.08 **Pyramiding of Overtime Rates**

Whenever two (2) or more overtime or premium rates of pay may appear applicable to the same hour or hours worked or compensated to an employee, there shall be no pyramiding or adding together of such overtime or premium rates or hours. Employees are only entitled to one form of premium payment for minimum hours guaranteed and/or worked (i.e. time and one half or double time as indicated via the call back language but not both.)

8.09 **Overtime Documentation**

Overtime and callback entitlements shall be documented by the employee on the appropriate form provided by the Department. Once an employee submits the form requesting the amount of overtime the employee feels they are entitled to, any changes to the request form must be made on the form and the employee shall be given a copy.

8.10 **Out of County Work Assignments**

An officer assigned work outside of Cowlitz County, when an overnight stay will be required, shall be considered to be working day shift beginning with the scheduled starting time of the assignment unless the officer and the City agree to an alternate schedule. The officer's shift shall be the same length as his/her usual shift. Travel time shall be governed by the provisions of this agreement and/or related City Policies as appropriate.

8.11 **Training**

Employees will be compensated for time spent in training activities in accordance with the Fair Labor Standards Act, related City Policies or as otherwise stipulated in this Agreement. In accordance with the provisions of this Article, the City will adjust employee schedules as needed so they may attend training activities to minimize overtime liability for the City.

- A. Any training required by the Department and attended by an employee outside of the employee's regularly scheduled shift, shall be compensated at the rate of time and a half (1.5x) in either comp or pay for all hours spent in training. Provided, however, no callback provisions apply to training.

- B. Travel time outside of Cowlitz County to and from training will be compensated as required by the Fair Labor Standards Act.
- C. When an officer is assigned to training for a day, his/her normal shift shall be considered an eight (8) hour training period. If the officer is engaged in a local training activity for all but one (1) hour of their regularly assigned work shift he/she shall not be required to perform additional work for the City on that date, except in the case of an emergency.
- D. No employee shall be required to attend non-mandatory training unless that employee has had at least eight (8) hours off since his/her previous shift.

8.12 **Out of County Training**

- A. When required to attend training outside of Cowlitz County, an employee may use a City vehicle and gasoline credit card. The employee and the City may agree to allow the employee to use his/her personal vehicle in which event mileage shall be paid at the current IRS rate, as amended from time to time. Such mileage shall include return trips to Longview for each week of school, provided the return trip portion will only apply to trips within three hundred (300) miles of Longview.
- B. Exception to the above is employees attending the Washington State Basic Academy. The Department will coordinate with the employee as to whether the employee will be allowed the use of a City vehicle and gasoline credit card. Or, alternatively the Department and the employee may agree to allow the employee to use their personal vehicle in which event mileage shall be paid at the current IRS rate. The employee shall use their purchase card for meals that are not supplied by the training facility as outlined in City Policy. Exceptions can be authorized by the Chief of Police.

8.13 **Restrictions on Training**

No training of any kind shall be required on any holiday or Sunday that is not part of the employee's established schedule rotation (with the exception of Block Training), or on any of the following "special family days": Mother's Day, Father's Day, Halloween (after 5:00 p.m.), Christmas Eve day, and New Year's Eve day. PROVIDED: An employee may be required to travel to an out of county school or training event on a Sunday and this restriction shall not apply to those travel days, and that training activities may be scheduled on Sunday as mutually agreed in advance by the parties.

8.14 **Mandatory Staffing for the 4th of July Festival**

- A. Overtime to cover the 4th of July assignments, in addition to regularly scheduled patrol shifts, will be posted as a seniority bid overtime opportunity at the overtime rate of double time (2.0). Each assignment shall require a supervisor position to bid. Certain assignments will require a supervisor (CPL or SGT) to fill the slot (see section D). Rate of pay for hours worked on the 4th of July will be at the double time

- rate of pay (2.0). For compensation purposes the 4th of July will be defined as July 4th at 12:00 a.m. through 12:00 a.m., July 5th (a 24 hours period). (i.e. A graveyard officer assigned to a patrol shift starting at 8:00 p.m. on July 3rd will earn straight pay (1.0) from 8:00 p.m. – 12:00 a.m. The rest of the shift from 12:00 am – 6:30 a.m. occur on July 4th and will be paid at double time (2.0).
- B. The bid will be posted by May 1st of each year and completed by May 15th. Assignment of 4th of July shifts will be posted by June 1st.
- C. Management will determine the number of staff required to work each 4th of July assignment based on need (for example the number of people needed may vary based on the day of the week the festival falls and activities for that day). The available slots necessary to cover the 4th of July events, patrol staffing and available days off will be posted for officers to choose their assignment and work hours for that day based on seniority bid. All assignments, with the exception of the parade and Timber Carnival will be a minimum of nine (9) hours.
- D. Assignment bidding will be granted upon the basis of sergeant bids first, corporals, and then department seniority.

E. For example:

Assignment	# Needed
Day Shift	Supervisor + 4
Swing Shift	Supervisor + 4
Graveyard	Supervisor + 4
Patrol Power Shift 1700-0200	Supervisor + 4
Parade / Timber Carnival	Supervisor + TBD
0700-1600 foot patrol lake	Supervisor + TBD
1430-2330 foot patrol lake	3 Supervisor + TBD
Day off	TBD (# of slots vary by year)

- An officer would be able to request the day off if they had seniority or could choose to work the time of day that best fits their needs. Officers that are scheduled for a regular work day and are requesting the day off will need to take the appropriate leave time
- F. All commissioned officers are required to bid their assignment for the 4th of July with the exception of employees regularly scheduled to work patrol on the 4th of July will work their assigned patrol shift. An officer cannot bid for an assignment that necessitates a schedule adjust for their scheduled work day. Any officer who works on the 4th of July will be paid at double time (2.0). Officers that are scheduled to

work the 4th of July as a regular work day must meet the required hours for their assigned work cycle. Their time should be recorded as a regular work day and 4th of July holiday premium that will be equivalent to double time (2.0). Any additional hours an officer works beyond the original overtime assignment will be paid at double time (2.0).

G. The Chief of Police or his / her designee will retain the right to make rare exemptions to the seniority mandating of officers who have previously scheduled extended vacation during the 4th of July Festival.

H. The Chief of Police or his / her designee will retain the right to exempt officers from mandatory overtime assignment and / or reject a mandatory sign up for the 4th of July lake activities if there is a legitimate officer safety issue.

8.15 **Safety Release**

An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour work period and who is scheduled to work a shift in the next twenty-four (24)-hour work period shall be provided at least nine (9) hours off before being required to return to active duty status.

8.15.1 For the purposes of this section, "required by the City" means:

- 8.15.1.a an employee is under subpoena;
- 8.15.1.b an employee is involved in an investigation in which the employee is unable to leave work before concluding their investigative duties;
- 8.15.1.c an emergency as defined in 8.01 A.;
- 8.15.1.d an employee is ordered by a supervisor to work;
- 8.15.1.e an employee is required to participate in mandatory training;
- 8.15.1.f an employee is scheduled to work their regularly scheduled shift in conjunction with 8.15.1.a through 8.15.1.e above.

8.15.2 An employee shall not work more than fifteen (15) hours in any twenty-four (24)-hour period except as set forth in subsections 8.15.1.a, b and/or c above.

8.15.3 Prior to working more than fifteen (15) hours in any twenty-four (24)-hour period, the employee shall make the on-duty Sergeant, Captain or Chief aware that the employee believes their current work assignment may result in the employee working more than fifteen (15) hours in a twenty-four (24)-hour period.

8.15.4 An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour period shall be required to take Safety Release time off and be provided at least nine (9) hours Safety Release time off being required and allowed by the City to return to active duty status. The employee required to take Safety Release time off during their next scheduled work shift will be

compensated by the City at the employee's regular rate of pay for the hours necessary to get the employee nine (9) hours of Safety Release time.

- 8.15.5 If, after nine (9) hours of Safety Release time, there will be less than half (1/2) the employee's regular work shift remaining, the employee may have the option of electing to use any accrued leave for the remainder of the shift they were scheduled to work. An employee electing to exercise this option must notify the on-duty Sergeant at least two (2) hours prior to exercising this option.

–ARTICLE 9 • SICK LEAVE–

- 9.01 All full-time employees shall be given ninety-six (96) hours of sick leave on their first day of employment. No additional sick leave shall accrue to that employee until after the employee has completed twelve (12) months of continuous employment. Thereafter, sick leave shall accrue to the employee at the rate of eight (8) hours for each full calendar month of continuous employment. Sick leave shall not accrue for any month in which the employee is absent from work on unpaid leave for twenty (20) calendar days or more.
- 9.02 Sick leaves shall be deducted from the accumulated sick leave of an employee at the rate of one (1) hour for each hour of absence.
- 9.03 Employees are permitted to remain away from their employment without loss of compensation during such time as they are unable to properly perform their job due to illness or physical inability for as many hours as they have accumulated sick leave. The employee shall report his/her condition to his/her immediate supervisor at the beginning of such period of illness or physical inability. Upon returning to work from sick leave, an employee shall submit to his/her immediate supervisor the specified information needed form requesting approval of the sick leave. For sick leave in excess of three (3) successive days it is required that a statement from the employee's physician be submitted to the immediate supervisor of the employee, stating the nature of the illness or physical inability of the employee and the anticipated length of time he/she will be required to be away from his/her employment. Subject to the limitations of state and federal law, the Department may at any time require additional medical certification a physician's statement and/or examination certifying an employee's disability from work, the employee's ability to return to work, and/or the employee's ability to continue the full performance of his/her duties.
- 9.04 In the event that a member of the employee's immediate family suffers an illness which requires the presence of such employee for reasons other than to perform the normal duties of such member of the employee's family, said employee shall be entitled to sick leave for such purpose provided that the City may require verification of the family member's illness and/or the employee's need to be present.
- 9.05 Whenever a full-time employee shall suffer a disability whereby such employee is entitled to receive time loss compensation under Washington State statute, such compensation shall be governed by that statute. In addition, in order to receive his/her full regular pay, the employee's accrued sick leave shall be coordinated with benefits received under the Washington State Industrial Insurance Act. In the event an employee runs out of sick leave, the City will not fill the employee's position within six (6) months from the onset of disability as determined by the Department of Labor and Industries.
- 9.06 Sick Leave Cash Out Provisions**
- A. Any employee who severs his/her employment with the City, either voluntarily or involuntarily, or by death, shall lose all accumulated sick leave benefits, except as expressly provided in this Section.

- B. Individuals hired on or after January 1, 2004 are not eligible for sick leave payoff.
- C. An employee, upon (1) regular retirement or death, (2) disability retirement after at least twenty (20) years of service with the City, or (3) early retirement after at least twenty (20) years of service with the City, shall be paid for up to, but not in excess of, one hundred twenty (120) days (nine hundred sixty [960] hours) of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued unused sick leave to his/her credit earned after May 1, 1979 in accordance with the schedule set forth in paragraph c. below.
- D. Employees eligible for sick leave payoff, except those retiring employees described in paragraph B. above, upon termination of employment or death shall be paid for all accrued unused sick leave to their credit, whether accrued before or after May 1, 1979 according to the amount credited to the official sick leave account, as computed in the following schedule:

<u>Years of Service</u>	<u>Amount Paid</u>
Less than 10 years of full-time employment	None
After 10 years of full-time employment	25% of accrued/unused sick leave
After 20 years of full-time employment	37.5% of accrued/unused sick leave
After 25 years of full-time employment	50% of accrued/unused sick leave

- E. Payment of unused sick leave to eligible employees will be made at the employee's base hourly rate of pay upon termination and according to the scheduled percentage stated in "C" and "D" above.

–ARTICLE 10 • BEREAVEMENT LEAVE–

- 10.01 Upon timely notification to the employee's supervisor, three (3) full working days without deduction from accumulated vacation or sick leave shall be granted as paid bereavement leave at the time of death in the employee's immediate family, and up to a full work week upon the death of a spouse, son daughter or step. Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave portion shall not exceed the three (3) full working days or workweek limitation for the purposes of this section, the employee's immediate family members are: parent, brother, sister, (or the step and in-law equivalents), grandparents, grandchildren, aunts, uncles or other relatives living in the employee's household. Upon employee's return to work, the employee may be required to provide management with the following information about the deceased: Their full name, location of death (City, state), location of funeral (City, state), and the relationship to the employee. Time off with pay will be allowed for purposes of attending the funeral of a City employee.
- 10.02 If necessary, in the event of Section 10.01 , additional days off may be allowed with the approval of the Department Head. The number of days allowed will be based on the individual circumstances surrounding the request and will be approved at the discretion of management. Each day so allowed and taken shall be deducted from the employee's annual leave or sick leave.
- 10.03 Upon timely notification to the employee's supervisor, an employee may use accumulated sick leave to attend the funeral of a relative not covered in Section 10.01. The amount of sick leave used shall not exceed one (1) working day and may be restricted by management because of staffing requirements. Upon employee's return to work, the employee shall supply management with the following information about the deceased: Their full name, location of death (City, state), location of funeral (City, state), and the relationship to the employee.

–ARTICLE 11 • ANNUAL LEAVE–

- 11.01 Annual leave shall consist of a combination of two separate leave banks - holiday leave hours and vacation leave hours. Subject to the approval of the employee's supervisor, an employee may take annual leave time at such times as are mutually agreeable to the employee and the supervisor.
- 11.02 Employee shall receive ninety-six (96) hours of accrued holiday leave annually to be maintained in a separate holiday leave bank. This bank of holiday leave will be posted on January 1 of each year and must be used subject to the provisions listed below.

The use of holiday time will be governed by the same criteria as vacation time and considered as hours worked for calculation of overtime. Employees may cash out forty (40) hours of holiday leave at the end of November to be paid on the November 16-30 pay period. Employees must use the additional fifty-six (56) hours of holiday leave by the end of the calendar year in which the holidays are earned. Cash-out of holidays shall be at the employee's straight hourly rate of pay.

Employees who do not work the entire twelve (12) months of the year in which holidays are granted will have holiday hours deducted in a pro rata manner from the holiday balance or if holiday hours have been exhausted other forms of leave will be deducted or a reduction taken from wages earned.

- 11.03 A. Employees who work within the twenty-four (24) hour period (midnight to midnight) of on any of the days listed below shall be paid at the rate of time and one-half (1.5x) for those hours actually worked on that date during that twenty-four (24) hour period. These holidays are as follows:
1. New Year's Day (January 1)
 2. President's Day (3rd Monday in February)
 3. Memorial Day (last Monday in May)
 4. Independence Day (July 4) – Defined as July 4th
 5. Labor Day (1st Monday in September)
 6. Veterans Day (November 11)
 7. Thanksgiving Day (4th Thursday in November)
 8. Christmas Eve Day (December 24)
 9. Christmas Day (December 25)
- B. Those employees who are assigned to non-patrol areas shall have the option of working on any paid holiday unless they have been specifically assigned to work on that holiday. Should the employee decide to work on any paid holiday that falls on a normally scheduled work day, the rate of pay the employee earns shall be at time and a half (1.5x). If a non-patrol assigned employee elects to not work on a holiday that falls during their regularly assigned work shift, the employee must submit a request to take holiday leave, vacation or comp time on that date.

- C. Nothing in the above paragraph shall prohibit the Department from scheduling a non-patrol assigned employee to work on a holiday. However, should non-patrol assigned employees be required to work on a holiday that falls on their regularly scheduled work day, the employee shall be paid at the rate of time and a half (1.5x).

11.04 Anytime an employee would be entitled to overtime (as defined in Article 8) on a holiday (as defined in Section 11.03), that employee shall be compensated at the rate of double (2x) his/her regular rate of pay for the overtime hours worked.

11.05 A. Effective January 1, 2008 vacation leave shall accrue on a pay period basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Hours</u>	<u>Pay Period Accrual</u>
0 through 1 year	54	2.25
2 through 4 years	96	4.00
5 through 9 years	132	5.50
10 through 14 years	156	6.50
15 through 19 years	180	7.50
20 years and over	204	8.50

B. **Sergeant's Week Vacation:** Sergeants shall receive an additional forty-two (42) hours of annual vacation one and three-quarters (1.75) hours per pay period) each year to the leave accruals stated in Section 11.05 A above.

11.06 A. The minimum annual leave to be taken by an employee shall be one-quarter (.25) hour.

B. The master patrol schedule for the following calendar year will be completed by October 31. Employees may submit annual leave requests for the following calendar year from November 1 through November 30. The approved vacations will be posted by December 15. Vacations will be granted upon the basis of sergeant requests first, corporals and then department seniority. After December 15, requests for annual leave will be scheduled based upon the earliest submitted request. See Attachment "B" .

C. All annual leave shall be expended on an hour-for-hour basis, e.g., nine (9) hours of accrued leave time for a nine (9)-hour shift taken as annual leave. Annual leave shall also be deducted hour for hour when less than a full shift is taken.

11.07 Annual leave earned in two (2) calendar years, plus one (1) week of annual leave previously earned, may be carried forward from one (1) calendar year to the next.

Should an employee not schedule his/her vacation by October 31st to insure that his/her carry-over each year does not exceed the maximum allowed, then as of December 31st of any year such excess shall be lost. However, should the City cancel an employee's previously scheduled vacation and thereby cause the employee's accrual to exceed the maximum amount allowed him/her, that excess amount shall not be lost and shall be carried forward to the next calendar year, or, at the end of the calendar year, that employee may offer to sell back to the City the unused vacation time which exceeds the maximum accrual to the extent such excess results from the City's cancellation of previously scheduled vacation. Should the City in its opinion not have sufficient budgeted funds to pay for all or part of the vacation days offered to be sold back, the City may deny the request and those canceled days may be carried forward without being lost as being in excess of the allowable maximum accrual.

- 11.08 Employees with more than one (1) year of service who are laid off, retired or dismissed, or who resign, shall be entitled to payment for all accrued and unused annual leave.
- 11.09 Upon the death of an employee in active service, his/her beneficiary will be paid the value of any unused vacation that the employee had earned but not yet taken at the time of his/her death.
- 11.10
 - A. A leave of absence, without pay or benefits, of ninety (90) days may be granted by the City where it will not be seriously handicapped by the temporary absence of the employee. An extension of the ninety (90) day leave of absence may be granted upon approval of the Chief of Police and the City Manager.
 - B. An employee shall not be granted a leave of absence without pay until all accumulated vacation n accruals, accrued holiday time and compensatory time have been applied towards payment for the absence.
- 11.11 With the City's approval, an employee may receive payment for up to forty (40) hours of accrued and unused annual leave once each calendar year. Such annual leave shall be paid at the employee's current base, hourly rate of pay. Written requests for such payments shall be submitted to the Chief of Police by December 1 of each year.
- 11.12 Leave Sharing:
Employees shall have the ability to transfer vacation and holiday leave hours from their accrued vacation and holiday leave banks to another employee's sick leave bank, as defined in the City's catastrophic leave policy.

–ARTICLE 12 • PERFORMANCE OF DUTY–

- 12.01 No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any City location during the life of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Guild will immediately notify employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing or strike is illegal and unauthorized. No employee shall refuse to cross any picket line when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge.
- 12.02 The parties recognize and agree to abide by the provisions of RCW 41.56.490.

–Article 13 • Electronic Technology (E-Tech)–

13.01 Electronic Technology (E-Tech) used by the City and Police Department encompasses and includes, but is not limited to Body-Worn Camera (BWC), Global Positioning System (GPS), Automatic Vehicle Location System (AVL), and all other electronic technology capable of tracking the movements and/or location of an employee represented by the Guild (i.e., Cellular Phones, Lap-Tops, Tablets, MDCs, etc.). E-Tech is an effective law enforcement tool that can enhance the understanding of interactions between law enforcement officers and the public. E-Tech provides additional documentation of police-public encounters and can be an important tool for collecting evidence and maintaining public trust.

13.02 E-Tech Restrictions. E-Tech will not be used to initiate an investigation for the purpose of discipline or the monitoring of officers' day-to-day activities. This restriction does not limit the City's ability to review E-Tech for verification of official complaints. Supervisors shall not review E-Tech recordings for the purpose of general performance review, or to discover policy violations.

Individual officers' E-Tech recording(s) will be made available to assist with the investigation and report documentation.

Individual officer E-Tech recording(s) will be controlled and only accessed for official use. Officers shall not be authorized to view E-Tech recordings outside of official duties. This is to ensure officers are not subject to harassment by their peers or leadership.

Body-worn cameras will have no more than one minute pre-record once officers activate the camera. Additionally, the BWC has the ability to record video for an extended time without officers activating the BWC. This limit will be set to no greater than 5 hours. Accessing the footage from this feature must be approved by both the Chief of police and the involved officers. The guild president, vice president and/or president's designee may approve the reviewing of the footage on a disabled or deceased officer's behalf.

13.03 Access and Use of E-Tech. When E-Tech is used by the City as part of a complaint and/or discipline investigation, the Guild and employees, whose voice or image was captured by E-Tech, will be notified that E-Tech is being used as part of the investigation process and the Guild and employees, whose voice or image was captured by E-Tech, will be provided access to and provided copies of all of the E-Tech at least 24 hours prior to any employee interview or meeting that uses and/or relies upon any E-Tech as part of the complaint and/or discipline investigation process.

Officers will have the right to view all E-Tech information in order to complete their official duties (example: report writing).

Audio and video recordings from E-Tech shall be provided and viewed by an involved employee, the Guild and/or their legal representative during their representation of an employee. Except as allowed by state or federal law, non-department personnel shall not be allowed to review E-Tech recordings without the written consent of the Chief of Police or the authorized designee.

13.04 Use of Force and E-Tech. If the officer is giving a statement (oral, written or report) about the use of force or if the officer is the subject of a disciplinary investigation, the officer shall:

- (a) have the option of reviewing E-Tech recordings in the presence of the officer's attorney and/or Guild representative; and
- (b) have the right to review recordings from other E-Tech capturing the officer's image or voice during the underlying incident and/or events that are the subject of the investigation.
- (c) Officers involved in a shooting will have the opportunity to review their E-Tech recording (s) and any other E-Tech that captures their image or voice at least 24 hours before giving a statement (oral or written). This does not prevent the department from requiring a public safety statement.

–ARTICLE 14 • GRIEVANCE PROCEDURE–

14.01 A. A grievance shall be defined to include only matters involving the interpretation, application or enforcement of the terms of this Agreement. All grievances which cannot be resolved informally between an employee and his/her supervisor shall be resolved through the following procedure.

Step 1: The employee or the employee's representative shall submit a written grievance to his/her Divisional Commander within seven (7) calendar days of its alleged occurrence, or the date on which the employee knew or should have known of the violation. The grievance shall set forth a statement of the pertinent facts, the provision or provisions of this Agreement which are alleged to have been violated and the relief requested. The Divisional Commander shall have fourteen (14) calendar days after its presentation to him/her to attempt to resolve the grievance.

Step 2: If the grievance is not settled within the time frame indicated in Step 1 and the Guild wishes to pursue it further, it shall submit the grievance in writing to the Chief of Police within seven (7) calendar days after a response from the Divisional Commander, setting forth the facts involved, the provision or provisions of this Agreement alleged to have been violated, and the relief sought. The Chief will investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within fourteen (14) calendar days of its presentation to him with the grievant and an authorized Guild representative. The Chief shall provide a written answer to the grievance within seven (7) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the Guild wishes to appeal it to Step 3 of the grievance procedure, it shall do so in writing to the City Manager within seven (7) calendar days of the Chief's answer at Step 2. The City Manager shall respond within fourteen (14) calendar days of the submission to him.

Step 4: Mediation: In the event the grievance is not resolved within fourteen (14) calendar days after its submission to the City Manager and the Guild wishes to pursue it further, it shall, within twenty-one (21) calendar days of its submission to the City Manager, refer it to mediation. Such referral shall be in writing, delivered to the Chief of Police, with a copy to the City Human Resources Department. Upon timely submission of the grievance to mediation, the parties shall request the Washington Public Employment Relations Commission to assign a mediator to meet with the parties to attempt to reach a resolution of the grievance. The mediator shall have no authority to direct or require a specific resolution of the grievance, but will work with the parties to explore the merits of the grievance and possible resolution of it. Either side may terminate mediation at any time after fourteen (14) calendar days from first mediation meeting.

Step 5: Arbitration: In the event the grievance is not resolved within seven (7) calendar days after the parties have completed mediation at Step 4 and the Guild wishes to pursue it further, it shall, within fourteen (14) calendar days of the completion of mediation at Step 4, refer it to arbitration. Such referral shall be in writing, delivered to the Chief of Police, with a copy to the City Human Resources Department. The parties, within fourteen (14) calendar days of the request for arbitration, shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators from which the parties may select one (1). The representatives of the City and Guild shall alternately eliminate the name of one person from the list until only one name remains, with the Guild representative striking the first name from the list. The last name left on the list shall be the arbitrator.

B. If the arbitration issue is disciplined related then RCW 41.58.070 defines process for selection of arbitrator.

14.02 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after the close of such hearing. The decision shall be final and binding upon the parties to the grievance, provided the arbitrator shall have no power to add to, subtract from or otherwise modify or amend any terms of this Agreement. Expenses for the arbitrator's services shall be borne by the losing party as designated by the arbitrator, but each party shall be responsible for any other expenses incurred by it in connection with the arbitration proceeding.

14.03 The steps set forth in the grievance procedure contained in this Article shall be followed unless the Chief of Police and the Guild representative agree in a particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, failure of the grievant and/or the Guild to comply with such steps and/or time limits shall be treated as final disposition of the subject matter of the grievance against the grievant. Failure by the City and/or Department to comply with a specified procedure or time period shall serve to automatically move the grievance to the next step.

14.04 It is specifically understood that any matters not included in this Agreement, including statutory provisions of Washington State Law, shall not be considered as proper bases for a grievance or subject to the grievance procedure set forth herein.

14.05 The provisions of this Article shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.

–ARTICLE 15 • INSURANCE COVERAGE–

- 15.01 A. For the term of this Agreement, the City agrees to provide health care and \$50,000 life insurance to all with the premium paid one hundred percent (100%) by the City and the option to provide coverage for their eligible dependents.

The insurance plans, which are in effect at the time of this Agreement are:

1. Regence Blue Shield Preferred Provider plan (PPO) as offered through the Association of Washington Cities, or
 2. Kaiser Foundation Health Plan of the Northwest, group medical and hospital service agreement, prescription plan and optical plan; and
 3. Delta Dental (formerly Washington Dental Service Plan No. 177), “F” as offered through the Association of Washington Cities and the Willamette dental plan including its orthodontia coverage as a second option for unit employees.
- B. The City also agrees to provide long-term disability insurance with a ninety (90)-day waiting period through the Association of Washington Cities (Standard Insurance Co.) for each employee (except LEOFF I employees who are covered for disability through a state provided program).
- C. The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits remains equivalent to those which were provided by the above-indicated plans on the date of entry of this Agreement.
- 15.02 For the term of this Agreement, the City will provide and offer only high deductible plans from Association of Washington Cities (AWC) and Kaiser. A summary of the plan designs and benefits of these high deductible plans from AWC and Kaiser are attached as **Attachment E and Attachment F**.
- 15.03
- A. Effective January 1, 2022, and for the term of this Agreement, any and all high deductible medical plans offered by the City will be ninety-five percent (95%) paid by the City for employees and their dependents and five percent (5%) paid by the employee for the employee and their dependents, however, in no event shall the monthly maximum employee cost share contribution exceed seventy-five dollars (\$75.00) per month. The employee cost share contribution towards medical premium shall be done as an automatic pre-tax payroll deduction.
- 15.04 For the term of this Agreement, dental and vision coverage will be one hundred percent (100%) paid by the City for employees and their dependents.
- 15.05 For the term of this Agreement, the City will fund a Health Reimbursement Arrangement (HRA) account by a monthly contribution equivalent to the deductible of the chosen

health plan. The employee's HRA account funds will be drawn down by any deductible medical expense payments during the applicable health insurance plan year. One-thousand five hundred (\$1,500) for employee only or three thousand (\$3,000) for employee plus dependent(s) of HRA account funds, minus any claimed deductible expenses for the previous calendar year will be transferred by the City to the employee's personal VEBA trust account prior to June 1.

For example:

Self only: Employer contributes \$1,650 for 2025. Employee has \$500 of claimed expenses. $\$1,500 - \$500 = \$1,000$ to be rolled over into the employee's personal VEBA account on or before June 1 of 2026.

Employee + Dependent(s): Employer contributes \$3,300 for 2025. Employee has \$1,000 of claimed expenses. $\$3,000 - \$1,000 = \$2,000$ to be rolled over into the employee's personal VEBA account on or before June 1 of 2026.

- 15.06 For the term of this Agreement, except for LEOFF 1 employees, individuals that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage, can elect to receive a seven hundred and fifty dollars (\$750.00) per month City-paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.
- 15.07 Washington State Paid Family Leave. In 2017, the state passed legislation establishing the "Paid Family and Medical Leave" (PFML) program. This statewide insurance program offers Washington workers the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events. This program premium is designed to be funded by both employee and employer using 0.60% of gross wages. Beginning January 1, 2022, the premium contributions will be as follows:
- Employee contribution: 73.22% of 0.60% of employee gross wages
 - Employer contribution: 26.78% of 0.60% of employee gross wages

–ARTICLE 16 • MISCELLANEOUS CONDITIONS–

- 16.01 If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter, within ten (10) calendar days, into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement or modification of such article held invalid.

–ARTICLE 17 • LEGAL FEES–

17.01 The City currently indemnifies and defends employees against civil claims and judgments arising out of the performance of their official duties. The City agrees to reimburse an employee for necessary, reasonable, usual and customary legal fees charged by an attorney for representing him or her in criminal proceedings arising from circumstances which occurred from the good faith performance of his or her duties in substantial compliance with the City's policies and procedures. The determinations to be made under the preceding paragraph shall be in the sole discretion of the Employer and shall not be subject to the grievance and arbitration procedure. Nothing in this paragraph shall limit the right of the individual employee to pursue his or her individual rights, if any, involving the subject matter of this paragraph in the courts. The maximum the Employer shall be required to contribute to legal fees shall be \$10,000.

–ARTICLE 18 • LENGTH OF AGREEMENT–

- 18.01 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 18.02 This agreement shall be effective from January 1, 2025, through December 31, 2027.
- 18.03 Contract Reopener - Either side may request negotiations to commence for a new Agreement on or after April 1, 2027, or earlier if mutually agreed by the parties. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

Dated this _____ day of _____, 2024.

CITY OF LONGVIEW

By:

Jim Duscha, Interim City Manager

Robert Huhta, Police Chief

Sabrina Fraidenburg, HR Director

LONGVIEW POLICE GUILD

By:

Richard Gibbs, Guild President

Mark Makler, Legal Counsel to Guild

Attachment A

School Officers

to

THE CITY OF LONGVIEW &

THE LONGVIEW POLICE GUILD

Collective Bargaining Agreement School Officers' Hours (2001-1)

The following shall apply to those assigned as school officers.

1. When the schools are in session, school officers shall work five (5), nine (9) hour days, Monday through Friday, for a total of forty five (45) hours per week so that coverage can be provided before and after the school day begins and ends.
2. When the schools are in session, school officers shall normally work from 7:00 a.m. to 4:00 p.m.; however the beginning and ending time of the work day may be adjusted as provided in Article 8 of the current Labor Agreement.
3. School officers shall receive one hour of compensatory time for each nine (9) hour day worked as follows: such compensatory time shall be earned at the straight-time rate until the employee works forty three (43) hours in a week. Should a school officer work more than forty three (43) hours in a week when the schools are in session, he/she shall receive compensatory time for each additional hour worked beyond forty three (43) hours at the rate of time-and-one-half.
4. On those days when the schools are not in session, schools officers shall work an eight (8) hour day, Monday through Friday, from 7:30 a.m. to 3:30 p.m.
5. When a school officer is required to work in excess of his/her regularly scheduled shift, whether it is an eight (8) or a nine (9) hour day, he/she shall receive overtime as provided in the current Labor Agreement.
6. School officers shall take their accrued vacation and compensatory time during those times in the school year when school is not in session, i.e., holidays, Christmas vacation, spring and summer breaks, etc. The exception to this requirement is an unforeseen emergency, as approved by the Chief of Police.
7. School officers shall be charged eight hours of annual leave, sick leave, and/or compensatory time for each full, eight (8) or nine (9) hour shift taken off. Annual leave, sick leave, and/or compensatory time shall be deducted hour for hour when less than a full shift off is taken.

8. School officers shall be allowed to accrue compensatory time in excess of the maximums provided by the current Labor Agreement and/or City policy; however, all compensatory time accrued shall be taken by the beginning of the new school year each year. When an employee is reassigned to duty other than school officer, his/her compensatory time balance must be reduced to the allowed maximum within 90 days of reassignment, or as otherwise agreed by the parties at the time the person is reassigned.
9. In an effort to assist school officers in the use of their accrued compensatory time, it is agreed that they shall be exempt from the requirement to work on mandatory work days, whenever possible.

Attachment B

Longview Police Department

PATROL SCHEDULE

Definitions

1. “Team” Three (3) Sergeants, and the Officers reporting to those three (3) Sergeants.
2. “Squad” One (1) Sergeant and the Officers reporting to that one (1) Sergeant.
3. “Shift” One (1) work period (Day shift, Swing shift, or Graveyard shift) comprised of ten (10) hours and thirty (30) minutes.
4. “Long Term” Any time frame more than thirty (30) consecutive calendar days.
5. “LPG” Longview Police Guild.
6. “7/28 days” trade days; 1:1, day for day, ratio within each twenty-eight (28) day pay period.
7. “LPD” Longview Police Department.

The Patrol Schedule

1. Patrol Officers and patrol Sergeants will work five (5) consecutive days on duty, followed by four (4) consecutive days off duty, followed by five (5) consecutive days on duty, followed by four (4) consecutive days off duty, followed by five (5) consecutive days on duty, followed by five (5) consecutive days off duty. This 5-4-5-4-5-5 equals a total of twenty-eight (28) consecutive days.
2. Ten (10) hour thirty (30) minute shifts.
3. Overlap days will occur on Wednesday.

Shift Start and Ending Times

1. The following hours apply to patrol Officers and Patrol Sergeants ten (10) hour and thirty (30) minute shifts:

Day shift	0600-1630 hours
Swing shift	1330-0000 hours
Graveyard	2000-0630 hours

Overlapping Wednesdays

1. Squads on overlapping Wednesdays may attend training, conduct proactive patrols, respond to calls for service, or complete other duties as assigned.
2. Squads will usually work their normal shifts (Day, Swing and Graveyard) on overlapping Wednesdays. However, sergeants and officers may be asked to flex their hours by mutual agreement (confirmed in writing) for special activities or training. LPD will provide seven (7) calendar days' written notice for activities requiring a squad to flex their hours.

Patrol Shift Bidding

1. Shift bidding will occur once (1x) a year. Shift bidding for the calendar year will be done at one time (1x) during the shift bid process (Bid one time (1x) per calendar year for the entire calendar year/ four (4) shift bid cycles).
2. Shifts are bid in approximately three (3) calendar month blocks for four (4) shift bid cycles (January-March, April-June, July-September, and October-December).
3. Employees must stay on the same Team (A or B) for the entire calendar year.
4. If an employee switches Teams when bidding the next calendar year, it may cause some officers to work more than five (5) consecutive days. The parties agree that these additional days will be made as 7/28 days (trade days at a 1:1, day for day, ratio must be taken within the current twenty-eight (28) day pay period cycle) by mutual agreement.
5. The City of Longview will not pay overtime or grant compensatory time due to persons rotating from their initially selected Team unless required by FLSA (FLSA (29 U.S.C. 207(k)))
6. Sergeants/Corporals bid first by seniority.
7. All other officers will bid next by seniority.
8. Seniority is established for employees represented by LPG pursuant to the current CBA.

Covering Long Term Patrol Officer Shortages

1. Volunteer(s) will be sought to change squads within the Team to fill-in where needed if this does not create another shortage.
2. If no officer volunteers on the same Team, volunteer(s) will be sought from the other Team if this does not create another shortage.
3. If no officer still volunteers, then officers may be ordered to move to another shift/squad/team by reverse seniority as long as this does not create another shortage and complies with the current LPG CBA.

4. If no officer can be moved without creating another shortage, specialty positions may be asked to voluntarily move to the impacted squad for the duration of the shortage. A specialty officer temporarily filling a patrol position will maintain their specialty pay and other benefits of their current specialty assignment.

5. If no specialty position officer/detective volunteers to fill the position, specialty officers/detectives may be ordered to move to the impacted squad(s) in the following order: The Chief of Police has the sole discretion in assigning these positions when filling long term vacancies following the guidelines set forth in the LPG CBA.

- i. Traffic Officers
- ii. Detectives SCU/CIU
- iii. Any future positions

Patrol Vacation Bidding

1. Sergeants/Corporals bid first by seniority (date of promotion).

2. All other officers will bid next by seniority

3. **Special Use Leave:** The City will backfill with overtime five (5) complete shifts for each patrol commissioned Officer. These backfilled overtime shifts have to be taken in ten (10) hour thirty (30) minute time periods. The period of time backfilled will only be paid at one and one-half times (1.5x) hours for the covering officer (i.e. not covered on holidays or days that would cause double time (2x). The commissioned Officer covering the short shift will be assigned per normal overtime coverage agreement (Lowest seniority person may be mandated to work OT). Additional officers can take the time off, which will be covered by the city. The additional officers will be able to take the time off if they do not cause another commissioned Officer to be mandated to work their shift. This rate will only be paid out at one and one-half times (1.5x). The commissioned Officer that wants the time off will be required to use ten (10) hour thirty (30) minute time periods from annual leave, guild holiday, or comp time.

4. Special use days are only required to be used if leave causes staffing to go below minimum (OIC+4).

5. Staffing shortages caused by long term absences will not require the use of special use days for that squad slot vacancy. For this section long term absences will be defined as any quad member absences expected to be longer 30 consecutive calendar days.

Patrol Training Days

1. The standard ten (10) hour thirty (30) minute shift will be utilized to cover travel time and training time. Any training day up to ten (10) hours thirty (30) minutes but not less than (8) hours will be counted as an entire workday.

2. A training day that is less than eight (8) hours, including travel time, requires the employee to take the remaining balance of time off utilizing accrued leave, with supervisor approval. The leave taken and hours worked needs to equal to eight (8) hours for that day.
3. Training that exceeds the employee's scheduled ten (10) hour thirty (30) minute shift will be handled in accordance with the LPG CBA.
5. Voluntary training days on scheduled days off will be taken as 7/28 days as staffing levels allow. The date(s) the 7/28 days are taken will be mutually agreed to by the City and the Employee and will be memorialized in writing. The 7/28 day(s) will be selected and approved prior to the employee attending the training.
6. Mandatory training on scheduled days off may be taken as 7/28 days as staffing levels allow by mutual agreement, or as overtime or comp time per the CBA.
7. Mandatory training days on scheduled work days (other than on overlapping Wednesday) may require an employee to flex their hours to attend. This flexing of shift hours for mandatory training on scheduled work days will occur without additional compensation with seven (7) calendar days written notice, unless by mutual agreement.
8. Patrol staffing on training days will be covered with the use of holdover staffing even if there was more than (12) hours of notice. This is to ensure department training needs are met by not pulling staff from training to cover short shifts.

In-Service Training

1. Work shifts may be changed by the employer to accommodate structured in-service training as follows:
 - a. At least seven (7) calendar days written advance notice is provided to the employee.
 - b. The shift change will be for a full training day (10 hours thirty (30) minutes).
 - c. The parties further agree that the foregoing may be changed by mutual agreement, on a case-by-case basis.

Miscellaneous Provisions

1. The maximum shift allowed for officers to work will normally be fifteen (15) consecutive hours in any twenty-four (24) hour period. This also applies to any off-duty employment. Exceptions may be made due to exigent or emergency situations.
2. The shift supervisor responsible for the overtime period shall be responsible for approving such exceptions, and such exceptions must be memorialized in writing.

3. Examples of exigent situations where employees may be required to work more than fifteen (15) hours in any twenty-four (24) hour period include, but are not limited to: necessary report completion, major investigations such as those involving BARRK Felonies, court appearances, and SWAT Missions.
4. FLSA work period is 7/28 days.
5. Overtime is any time worked outside a normally scheduled shift.
6. Holiday Premium Pay compensation will be paid per the LPG CBA.
7. Requests for vacation, compensatory time and sick leave will be taken in fifteen (15) minute increments, with the minimum request of fifteen (15) minutes.
8. Overtime requests will be made in fifteen (15) minute increments.
9. **Covering Short Shifts:** Holdover less than twelve (12) hour notice:
 - i. Day shift will be covered by Graveyard working 0630-0930 hours and Swing Shift will work from 0930-1330 hours.
 - ii. Swing Shift will be covered by Day shift working from 1630-1700 hours and Graveyard will work from 1700-2000 hours.
 - iii. Graveyard will be covered by Swing shift from 0000-0300 hours and Day Shift will work from 0300-0600 hours.
- b. Holdover more than twelve (12) hour notice:
 - i. Opposite side Squad will be tasked to cover the overtime.
 - ii. Day shift coverage hours will be from 0600-1500 hours.
 - iii. Swing shift coverage will be 1330-2200 hours.
 - iv. Graveyard shift will be 2200-0600 hours.
10. **Overlap staffing:** Officers may take leave during the overlap hours which are detailed below.
 - a. **Day shift** officers will be able to take leave starting at 1500 hrs. until the remainder of their day.
 - b. **Swing shift** Officers may take leave starting at 2200 hrs.
 - c. **Graveyard Shift** officers are able to take leave starting at 0600 hrs.
 - d. **All Shifts (days, swings, graves) starting late** may be allowed with the approval of a **Captain**.
11. **Wellness time:** Each **commissioned** officer shall be provided the option to participate in wellness time for the last one-half hour of their full shift (30 minutes). Wellness time should consist of an activity that assists in the officer/detective's overall health and wellness. Wellness activities may be outlined by the Chief. Wellness time may be forgone due to legitimate needs of the department (i.e. in custody probable cause, overlap coverage, patrol emphasis).

Attachment C

The parties agree to have the revised Substance Abuse Policy reviewed by each party's legal representative for issues of concern to be noted and bargained within 60 days, or as otherwise mutually agreed by the parties, after the collective bargaining agreement is ratified.

Substance Abuse Policy (1990-1) MEMORANDUM OF UNDERSTANDING

By and Between

The City of Longview

and

The Longview Police Guild

In recognition of the serious problem with substance abuse in our society, the Longview Police Guild ("Guild") endorses efforts by the City of Longview ("City") to help preclude problems regarding drugs or alcohol and its employees. The Guild supports the intent of The City of Longview - Substance Abuse Policy ("Policy") to ensure a safe work environment and help assure public safety, while at the same time endeavoring to safeguard employee privacy and dignity.

NOW THEREFORE, it is understood and agreed that the following procedural steps shall be met by the City regarding the application of the Policy to employees in the bargaining unit represented by the Guild:

1. When the City orders that a drug test shall be conducted, the City shall bear the laboratory/clinic actual expenses for such a test.
2. If a drug test is ordered by the City, the laboratory utilized shall maintain an adequate amount of the sample submitted (preserving it through frozen storage in accordance with the Policy), and it shall be available on written request to the City by any tested employee for up to sixty (60) days from the date the sample was taken so that the employee may at the employee's expense, have an independent test conducted. Any independent test must satisfy appropriate chain of custody requirements to verify authenticity and meet City testing requirements to the City's satisfaction.
3. In all drug testing situations under the Policy, the City shall utilize confirmatory testing as a standard procedure. Under this requirement, a screening test will be utilized to preliminarily determine whether a sample is positive or negative, and all positive samples will be run through a second more specific test. It is understood between the City and the Guild that in circumstances involving urinalysis testing,

that the screen test shall be the enzyme multiplied immunoassay test (EMIT), and that the confirming test shall be the gas chromatography/mass spectrometry (GC/MS) test. No test results shall be sent to the City Medical Review Officer until the confirmatory test has also rendered a positive result. While an employee will be in an appropriate administrative leave status while such test results are pending, no discipline shall be initiated in any way until the final results have been submitted to the Medical Review Officer, interpreted by the Medical Review Officer, and then assessed by the City.

4. In interpreting "reasonable suspicion" situations, it is understood that the law enforcement profession often requires employees to engage in escalation of force situations that are highly stressful. When such a situation occurs, before the City will make a determination of reasonable suspicion regarding the perceived need for a possible drug test, it shall allow a period of time to pass after the stress event before making an assessment of reasonable suspicion indicators at that time.
5. A drug test for alcohol may be performed by the use of a BAC test (breath test) or a blood test, at the discretion of management. However, if a blood test is required, an out-of-county laboratory will be used.
6. Because the Police profession is held to a high standard of ethics by the community, an appearance of professionalism is required at all times. Therefore, in addition to other justifying testing as set forth in the Policy, the odor of intoxicants about an officer by itself, shall be grounds to authorize a test as defined in number 5 above. Management will determine the officer's fitness for duty.
7. In initiating the procedures or making the decisions described in (Section 8) FITNESS FOR DUTY and (Section 10) SEARCH NOTICE AND CONDITIONS of the Policy, two levels of supervision will be required except in cases of emergency.

Agreed to this 23rd day of August, 1990.

Attachment D

2025 Salary Schedule

2025 Police Guild							
4% COLA Effective 1/1/2025 + 4% Wage Adjustment = 8%							
Effective January 1, 2025							
GRADE		PER	STEPS				
			A	B	C	D	E
<u>Sergeant</u>		(Per Art. 6 of Contract - One Step Only - Constant 8% above Corporal Base)					
81		MO					\$11,214
		PP					\$5,607.00
		YR					\$134,568
		HR					\$64.70
<u>Patrol Officer - Entry Level/Training (DURING FIRST 6 MONTHS)</u>							
(Constant 5% below Patrol Officer Base Salary Steps)							
84		MO	\$7,501				
		PP	\$3,750.50				
		YR	\$90,012				
		HR	\$43.28				
<u>Patrol Officer - Base Salary</u>							
85		MO	\$7,896	\$8,301	\$8,756	\$9,243	\$9,704
		PP	\$3,948.00	\$4,150.50	\$4,378.00	\$4,621.50	\$4,852.00
		YR	\$94,752	\$99,612	\$105,072	\$110,916	\$116,448
		HR	\$45.55	\$47.89	\$50.52	\$53.33	\$55.98
<u>Corporal</u>							
(Per Art. 6 of contract -- One Step Only - Constant 7% above Patrol base)							
87		MO					\$10,383.00
		PP					\$5,191.50
		YR					\$124,596
		HR					\$59.90

2026 Salary Schedule

2026 Police Guild							
3% COLA Effective 1/1/2026 + 1% Wage Adjustment = 4%							
Effective January 1, 2026							
GRADE	PER	STEPS					
		A	B	C	D	E	
<u>Sergeant</u>	(Per Art. 6 of Contract - One Step Only - Constant 8% above Corporal Base)						
81	MO						\$11,662
	PP						\$5,831.00
	YR						\$139,944
	HR						\$67.28
<u>Patrol Officer - Entry Level/Training (DURING FIRST 6 MONTHS)</u>							
(Constant 5% below Patrol Officer Base Salary Steps)							
84	MO	\$7,801					
	PP	\$3,900.50					
	YR	\$93,612					
	HR	\$45.01					
<u>Patrol Officer - Base Salary</u>							
85	MO	\$8,212	\$8,633	\$9,106	\$9,613	\$10,092	
	PP	\$4,106.00	\$4,316.50	\$4,553.00	\$4,806.50	\$5,046.00	
	YR	\$98,544	\$103,596	\$109,272	\$115,356	\$121,104	
	HR	\$47.38	\$49.81	\$52.53	\$55.46	\$58.22	
<u>Corporal</u>							
(Per Art. 6 of contract -- One Step Only - Constant 7% above Patrol base)							
87	MO						\$10,798.00
	PP						\$5,399.00
	YR						\$129,576
	HR						\$62.30

Attachment E

AWC Regence High Deductible Plan Summary

MEDICAL PLAN HIGHLIGHTS – AWC/REGENCE

City of Longview offers also offers you comprehensive medical coverage through AWC/Regence. Below is a brief summary of benefits.

Please refer to the AWC Benefit Guide for additional features and resources regarding your Regence medical plan. See Human Resources for more information or a copy of the AWC Benefit Guide.



	\$1,650/20% HDHP		
<i>PCY = Per Calendar Year (January 1-December 31)</i>	Preferred Network Provider	Participating Network Provider	Nonparticipating Provider
Annual Deductible (Individual/Family)	\$1,650/\$3,300		
What You Pay	20%	40%	40%
Annual Out-of-Pocket Maximum (Individual/Family)	\$5,000/\$10,000		
Preventive Care	No charge	No charge	40%, deductible waived
Outpatient Services			
Primary Care Visit	20% after deductible	40% after deductible	40% after deductible
Specialist Visit	20% after deductible	40% after deductible	40% after deductible
Mental Health	20% after deductible	20% after deductible	40% after deductible
Diagnostic Lab & X-Ray	20% after deductible	40% after deductible	40% after deductible
Surgery	20% after deductible	40% after deductible	40% after deductible
Rehabilitation	20% after deductible	40% after deductible 60 visits combined PCY	40% after deductible
Other Services			
Chiropractic Care 20 visits PCY	20% after deductible	40% after deductible	40% after deductible
Urgent Care	20% after deductible	40% after deductible	40% after deductible
Emergency Room	20% after deductible		
Inpatient Hospitalization	20% after deductible	40% after deductible	40% after deductible
Routine Vision Exam	Not covered	Not covered	Not covered
Vision Hardware	Not covered	Not covered	Not covered

Pharmacy – Retail or Mail Order Prescription	
Generic Drugs	20% after deductible
Preferred Brand Drugs	20% after deductible
Brand Drugs	20% after deductible
Specialty Drugs	20% after deductible

Value-based drugs are not subject to deductible.

Attachment F

Kaiser High Deductible Plan Summary

PLAN HIGHLIGHTS – KAISER PERMANENTE



	\$1,650/20% HDHP
<i>PCY = Per Calendar Year (January 1-December 31)</i>	In-Network
Annual Deductible (Individual/Family)	\$1,650/\$3,300 (Aggregate*)
What You Pay	20%
Annual Out-of-Pocket Maximum (Individual/Family)	\$2,500/\$5,000 (Aggregate*)
Preventive Care	No charge
Outpatient Services	
Primary Care Visit	20% after deductible
Specialist Visit	20% after deductible
Telemedicine	No charge after deductible
Mental Health	20% after deductible
Diagnostic Lab & X-Ray	20% after deductible
Surgery	20% after deductible
Rehabilitation	20% after deductible
Physical, Speech, Occupational Therapies	20 visits per modality PCY
Other Services	
Chiropractic Care & Acupuncture Up to 12 visits each before referral required	20% after deductible
Urgent Care	20% after deductible
Emergency Room	20% after deductible
Inpatient Hospitalization	20% after deductible
Routine Vision Exam (one PCY)	20% after deductible
Vision Hardware	\$150 allowance every 24 months

*Aggregate: If family members are enrolled with you, the family deductible and OOP maximum apply.

For non-Aggregate plans (embedded), the individual deductible and OOP maximum apply for each member of a family, until the cumulative family deductible and OOP maximum are met.

Limitations: This benefit outline is for illustrative purposes only. Actual claims paid are subject to maximum allowable charge, frequencies, age limitations, terms and conditions of the contract.

Attachment G

Payroll Error Procedure

Payroll errors, including overpayments or underpayments, can occur for many reasons and can be the result of a one-time error or a cumulative error; e.g., a merit increase was entered too early but wasn't caught for six (6) months; an acting in capacity status was continued longer than the assignment; an annual pay increase was entered incorrectly and not found until the next annual review date; etc. Regardless of the reason for the overpayment the City may seek to recover any overpayment.

Employees are responsible for verifying the accuracy of their paychecks and notifying their supervisor and/or HR/Payroll of any errors or possible errors upon discovery. In the event an employee is either overpaid or underpaid by the City, each party has an obligation to report the error to the other party as soon as it is discovered. The City and employee and the employee's LPG representative will work collaboratively to correct the error.

When an overpayment is discovered, HR/Payroll will calculate the overpayment amount, identify the cause of the overpayment, and develop repayment options.

If the error is validated and repayment options are approved by the City, the employee and a LPG representative will be given written notice of the overpayment, a copy of the calculation, repayment options, and a date by which the employee and/or LPG representative must respond to the notice. Employees and their LPG representative will be given at least fourteen (14) calendar days to review the information and determine if they agree with the City's calculated amount of the error.

The employee, with the knowledge of the LPG, will be asked to sign an agreement acknowledging the overpayment and committing to a repayment plan. Employees will have the option to repay an overpayment via cash, check, cashier's check, credit card (standard fee applies), and/or payroll deduction(s). Payroll deduction amounts cannot reduce pay below minimum wage or result in a deduction of more than twenty-five percent (25%) of net wages.

With regard to selection of the option to repay an overpayment via payroll deduction as defined above, an employee may choose to repay the City by selecting one (1) or more of the following options:

1. The employee may elect to have the entire overpayment recouped from the next available payroll check following the discovery and verification of the overpayment, or;
2. The employee may elect to repay the overpayment in equal increments over the same number of pay periods in which the error occurred. For example, if an employee was overpaid by \$100 per pay period for five (5) pay periods, the employee may repay \$100 per pay period during the next five (5) pay periods after the error is discovered.

If repayment options provided are not economically feasible for the employee, HR/Payroll may work with the employee, and the employee's representative, to develop an alternative repayment schedule based on economic hardship, which may include extending the repayment period beyond the period over which the employee received the overpayment.

The written notice will also notify the employee and the employee's representative that if the employee leaves employment with the City before repayment is made in full, the remaining balance will be due and payable within thirty (30) days. If payment is not received within thirty (30) days, the City will determine next steps in the collection process.

If an overpayment is discovered after an employee has left employment with the City, the City will mail a notification letter to the employee's home address requesting repayment. If payment is not received within thirty (30) days, the City will determine next steps in the collection process, which may include working with the former employee to develop a repayment plan.

Errors resulting in underpayments to the employee will be repaid in full by the City on the next available paycheck. Records related to underpayments to an employee and any communications related to the underpayments will be provided to the employee and the employee's representative upon request.

If an employee and/or the employee's representative believes that the facts surrounding the overpayment are incorrect, the employee or employee's representative must notify HR/Payroll in writing by the date specified in the written notice of overpayment. If a resolution is not reached, the overpayment request will be forwarded to the Director of HR for a final decision. Represented employees and/or their representative may contest or grieve a disputed overpayment pursuant to the grievance procedure in the Collective Bargaining Agreement (CBA) or through any other lawful process available to the employee or their representative.



City of Longview

Agenda Summary

SET PUBLIC HEARING FOR ZONING AMENDMENT AT 2262 46TH AVE

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING JANUARY 9TH, 2025

COUNCIL INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

SUMMARY STATEMENT:

At the November 6th planning commission meeting, the planning commission held an open record public hearing for the Wallin 401k solo trust comprehensive plan and zoning amendment. Pursuant to LMC 19.81, the City Council will hold a closed-record public hearing to approve, remand, or deny the proposed zoning amendment. The proposal seeks to rezone the property at 2262 46th Ave from R-1 residential district to R-2 residential district and amend the comprehensive plan designation from low density residential district to medium density residential district.

STAFF CONTACT:

Irene Rutikanga, Planner

Attachments: None



City of Longview

Agenda Summary

SET PUBLIC HEARING FOR INTERIM ZONING REGULATION EXTENSION– HIGHLANDS AREA

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING JANUARY 23, 2025

COUNCIL INITIATIVE ADDRESSED:

Preserve and Enhance Neighborhoods

SUMMARY STATEMENT:

In July, City Council adopted interim zoning regulations for the Highlands area which changed the zoning designation from R-4 to R-1; the interim regulations went into effect July 28, 2024 and are set to expire January 28, 2025. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, City Council will hold a public hearing to extend the interim regulations for an additional six (6) months. The proposed interim regulations affect two area; the first between 26th Avenue and Oregon Way, and Industrial Way and Beech Street; and the second between Douglas Street and Beech Street, and between 32nd Avenue and Industrial Way.

STAFF CONTACT:

Nick Little, Community Development Director

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION – 46TH AVENUE, OCEAN BEACH HIGHWAY (SR 4) TO OLYMPIA WAY

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE 46TH AVENUE, OCEAN BEACH HIGHWAY (SR 4) TO OLYMPIA WAY

COUNCIL INITIATIVE ADDRESSED:

Improve transportation systems
Improve streets and roads
Provide sustainable water quality & environmental infrastructure

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The 46th Avenue, Ocean Beach Highway (SR4) to Olympia Way project has been completed in accordance with the plans and specifications under Contract No. 22-2477-R entered into between the City of Longview and Rotschy, Inc. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Samual Barham, P.E., City Engineer

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION – 2650 MAPLEWOOD SLIDE REPAIR

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE 2650 MAPLEWOOD SLIDE REPAIR

COUNCIL INITIATIVE ADDRESSED:

Improve streets and roads

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The 2650 Maplewood Slide Repair has been completed in accordance with the plans and specifications under Contract No. 24-2487-R entered into between the City of Longview and SLE Inc. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Ivona Kininmonth, P.E., Project Engineer

Attachments: None



City of Longview

Agenda Summary

2025 STATE LEGISLATIVE AGENDA

RECOMMENDED ACTION:

MOTION TO APPROVE THE 2025 STATE LEGISLATIVE AGENDA

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

All.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Please find attached a "draft" of the city's 2025 State Legislative Agenda. The City Council Legislative Committee developed this agenda at its meeting on September 17th 2024, and this version was presented for discussion with 19th District legislators on October 31st 2024.

Our state legislative agenda is always a work in progress meaning it is subject to amendment as political and legislative issues change and unanticipated opportunities arise. The city's legislative agenda identifies issues of interest primarily to the City of Longview, but also there are some issues of interest in the "city family" throughout the state by reference to the Association of Washington Cities' legislative agenda. This agenda provides guidance to city representatives for communicating with legislators and other state officials about proposed legislation, rule-writing, and the administration of state programs.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. Longview Legislative Priorities
2. Longview Legislative Priorities Transportation
3. AWC Leg Priorities Full Details



City of Longview 2025 Legislative Priorities

Fire Department Security and Response Efficiency Project \$397,113 - Capital

Bay Doors for Longview Fire Department Stations 81 and 82 – \$260,113. The bay doors at Stations 81 and 82 have repeatedly failed to meet the operational needs of the fire department. With increasing calls for service, these failures have compounded, sometimes slowing down emergency responses and potentially endangering public safety. The department has faced challenges with both supply chain delays and obtaining timely emergency repairs, further jeopardizing efficiency. These issues highlight the urgent need to replace the bay doors with units that can handle the duty cycle and meet the demands of an increasingly busy fire department.

Security Fencing, Gates, and Cameras for Fire Stations 81 and 82 – \$112,000. During emergency calls, fire stations are often left unattended, creating security risks for the facilities and valuable equipment that cannot be housed inside. Essential tools, including the HazMat decontamination unit, marine firefighting equipment, and rescue units, are stored outside and remain vulnerable to theft or damage. Installing security fencing, electric gates, and surveillance cameras at both stations will protect these critical assets and ensure the stations remain secure during emergencies.

Secure Public Foyer at Fire Station 81 – \$25,000. Station 81 frequently welcomes visitors seeking assistance or conducting business, but the lack of a secure foyer exposes staff to potentially hostile or unstable individuals. Without proper security measures, employees and firefighters are vulnerable to intruders who can easily access work areas, sleeping quarters, and apparatus bays. Securing the foyer would enhance employee safety and prevent unauthorized access, ensuring a safer working environment for fire personnel.

Emergency Generator for Fire Station 82 – \$340,000 - Capital

Since its construction in 1979, Fire Station 82 has lacked an emergency generator. As a public safety building, it is essential that the station remain fully operational during power outages or emergency situations. All core functions, including bay doors, radio systems, HVAC, and emergency alert systems, depend on electricity. Without power, the station cannot effectively respond to emergencies, putting public safety at risk. While the city has secured \$160,000 toward the total cost, an additional \$340,000 is needed to fully fund and install a generator capable of powering the station during critical times.

Longview Library Elevator Repairs – \$300,000 - Capital

The elevator in the Longview Public Library has failed and requires significant repairs. An operational elevator is essential to ensure that individuals with disabilities, the elderly, and others with mobility challenges can access the library's services and resources. Repairing the elevator will not only uphold ADA compliance but will also demonstrate the library's commitment to providing inclusive, equitable access for all community members. By restoring the elevator, the library can continue to serve a diverse population while maintaining the historic building's functionality and preserving its architectural integrity.

Hope Village Operational Funding \$1,500,000 – Operational/ fiscal year 2025

To alleviate the housing crisis in our community, the City of Longview partnered with the Salvation Army to open HOPE Village, a 50-unit housing readiness micro community. The program has created a safe and healthy micro-community that embodies the characteristic of Hope & Opportunity and prepares individuals for permanent housing. To continue this successful program that serves all of Cowlitz County annual funding is needed.

The City of Longview supports the efforts of the Association of Washington cities.



City of Longview 2025 Legislative Priorities

Transportation Capital Needs

Columbia Heights Road Reconstruction Project \$2,000,000 – Capital

The Columbia Heights Project aims to improve approximately one mile of Columbia Heights Road, from Cascade Drive to Fishers Lane. Currently, the road is narrow, lacks pedestrian access, and frequently requires repairs due to poor drainage and failing asphalt. With the road being used several times daily by buses from the Longview and Kelso School Districts, its deteriorating conditions create an unsafe environment, with little room for pedestrians, disabled vehicles, or passing space for emergency vehicles. Installing new sidewalks would provide a safe walking route for students attending Columbia Heights Elementary and Cascade Middle School, as well as the broader community, which uses the school grounds for various activities in the evenings and on weekends.

The project is now in the design and engineering phase, with construction set to begin in 2026. The total project budget is \$14,000,000, with \$9,700,000 in funding secured to date, including \$5,500,000 from a 2022 federal Grant (CDS), \$1,200,000 from CWCOC, and \$3,000,000 in local funds. This leaves a funding gap of \$4,300,000 to fully cover the project.

Oregon Way Reconstruction (Final Phase) – \$1,800,000 – Capital

Oregon Way is a crucial North-South arterial in Longview, connecting industrial zones with residential and commercial areas, and serving as the primary route to the Lewis and Clark Bridge over the Columbia River, linking Washington and Oregon. This roadway is essential to the health and sustainability of our community, supporting both local and regional traffic flow. Recognizing its importance, the city has already made significant investments, using local funds to complete the first phase of improvements. Now, assistance is needed to complete the final phase between Beech Street and Industrial Way. This phase will replace the rutted and deteriorating asphalt, enhance pedestrian connectivity, and install new ADA-compliant infrastructure to ensure a safer and more accessible roadway for all users.

Glenwood Drive/ Virginia Way Repaving – \$2,000,000 – Capital

Glenwood Drive and Virginia Way were originally constructed as local access roads, but over the years, the nature of their use has drastically changed. These roads have become primary connecting routes from the Hillside and Lexington areas into Longview, supporting both residential and commercial traffic. The shift in usage has caused significant wear and tear, leading to extensive asphalt failures. Much like many roads in our region that were not designed to accommodate increased commercial traffic—such as other routes in Southwest Washington—the infrastructure has struggled to keep up with modern demands. Longview is requesting funding to widen and repave these roads, improving safety and creating a smoother, more reliable corridor for drivers who currently face narrow lanes, rough surfaces, and hazardous conditions. Investing in these improvements will better serve the growing needs of our community, much like other regional roadway projects that have adapted to changing traffic patterns.

The City of Longview supports the efforts of the Association of Washington cities.

2025 AWC legislative agenda

The following items are the official 2025 City Legislative Priorities as adopted by the AWC Board.

2025 City Legislative Priorities

Fiscal sustainability

- Revise the property tax cap to tie it to inflation, up to 3%, so that local elected officials can adjust the local property tax rate to better serve their communities.

Public safety

- Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.
- Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.
- Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.
- Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.
- Support efforts to reduce gun violence including additional local options for regulation of firearms in certain public spaces. Support strengthening prosecutors' ability to enforce unlawful possession of firearms.

Infrastructure investment

- Advocate for direct and meaningful investments in traditional local infrastructure (such as drinking water, wastewater, and stormwater systems) for operations and maintenance of aging systems, including expanded and reliable funding for the Public Works Assistance Account.
- Support sustainable state transportation revenue that provides funding for local preservation, maintenance, and operations including direct

distributions to cities and town in addition to grant opportunities.

- Develop new fiscal tools to build infrastructure to support housing development and growth including increased funding for the Connecting Housing and Infrastructure Program (CHIP).
- Expand cities' ability and flexibility to use REET for additional capital needs including maintenance as well as to support affordable housing. Pursue other flexibility options including additional REET authority, harmonizing REET 1 & 2, and the ability to set a progressive rate model similar to the one the state has adopted.

Increasing housing supply

- Support Real Estate Transfer Tax dedicated to funding affordable housing.
- Explore new funding options for needs along the housing continuum, including home ownership and senior housing
- Explore dedication of existing revenues to housing purposes including insuring that funding is available for small and medium-sized cities and towns in both eastern and western Washington.

Increase behavioral health treatment capacity statewide

- Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification and workforce development for co-responders.
- Seek increased investments in community behavioral health treatment funding – both capital start-up and operational expenses; support expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient; support continued expansion of forensic behavioral health treatment capacity; support additional mental health support for students
- Support efforts to increase behavioral health workforce, including additional training opportunities for co-responders.

Issues that are significant to cities

Indigent defense

- The State Supreme Court is considering new reduced case load standards for indigent defense. Cities support a separate and more detailed analysis of the current state of indigent defense for misdemeanor cases to determine what changes in the standard are warranted. Cities also seek enhanced state funding for indigent defense, and workforce development for prosecutors and public defenders.

Organized retail theft

- Support additional prosecutorial and law enforcement resources to address retail theft.

Incentivize condominium construction

- Work with coalition to support further progress in the development of condominiums. Seek a study of liability issues to develop recommendations to address barriers to construction of new condominiums.

Public records

- Continue to pursue updates to the Public Records Act (PRA) to reduce the impacts of vexation litigation and vexatious requestors.

Preserve manufactured home parks

- Advocate for more funding to support tenant acquisition of manufacture home parks including extending the existing 70-day purchase window.
- Expand CHIP program to cover septic conversions in parks.

Fish passage

- Support inclusion of local fish barrier correction investments in any state transportation investments.
- Support full funding of Brian Abbott Fish Barrier Board list.

Homelessness response

- Support encampment resolution work in cities and private lands. Advocate for increased state funding for encampment removal on local right of ways.
- Support increased state investment in emergency and transitional housing.

Product stewardship for packaging (WRAP Act)

- Support proposals to establish a product stewardship framework for packaging to reduce the impact on local solid waste programs.

Reduce city liability exposure

- Protect against liability expansion and new policies that would drive additional claims and litigation increasing costs especially in the area of law enforcement and public safety, and human resources.
- Explore tort reforms that would reduce liability and related costs for cities particularly in the area of traffic related claims.

Nutrient General Permit

- Continue effort to gain state support for investments to update Marine Dissolved Oxygen Criteria last set in 1967.

Increase availability of affordable and accessible childcare

- Support efforts to increase affordable childcare access statewide, including reducing barriers for providers; construction of new facilities, increasing workforce development, increasing access for state subsidized childcare slots, and efforts to increase childcare availability in rural areas.

Issues that cities support

Tax code structural changes

- Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.

Therapeutic courts, community courts, diversion programs

- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for municipal therapeutic courts, community courts, and diversion programs.

B&O tax on royalties

- Support clarification of how to apply B&O taxes to business revenue related to royalties.

Asylum seeker and migrant assistance

- Advocate for support for additional assistance for arriving migrants and asylum seekers including centralize state efforts to provide case management resources. Support efforts to reduce impacts on cities that are experiencing high-numbers of unsupported asylee and migrant arrivals.

Balancing employee leave and benefits requirements

- Seek opportunities to balance costs and reduce unintended impacts on employers from expansion of leave laws and other proposed employee benefit enhancements.

Public meetings

- Explore Open Public Meeting Act (OPMA) updates to help address the trend of increasing disruptive activities and hate speech during public meetings.

Emergency management and response

- Expand support to cities for prevention, planning, response, and recovery for wildfire and other natural disasters.
- Provide 100% reimbursement to cities that provide firefighting support for state wildland fire deployments. Currently, the state only provides 70-75% reimbursement which disincentivizes city fire service participation.

First responder mental wellness

- Support efforts to increase programs to improve first responder mental well-being and evaluate current approach to workers compensation claims to focus on prevention and return to work options and reduction of PTSD claims. Evaluate the process for responding to PTSD claims to improve outcomes.

Elections

- Support policies that preserve community decision-making and input regarding how local elections are administered.

Increase digital equity and accessibility statewide

- Advocate for statewide funding that supports affordable connectivity.
- Support policies that increase digital literacy and adoption.

Electrical grid stability

- Support policies that enhance stability and productivity of the electrical grid as electrification of transportation and other arenas increases demand.

Increase tools for annexation

- Create new financial incentives to encourage municipal annexations

Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations

- Require county to apply city development standards in unincorporated UGA to facilitate future annexations.

Amend the Involuntary Treatment Act (ITA)

- Explore efforts to reform the Involuntary Treatment Act to allow for expanded use of ITA holds for individuals who consistently refuse necessary treatment.

Firefighter safety and electrification response

- The increase in electrification including electric vehicles (EV) and electric storage systems (ESS) as created new challenges for the fire service. Support efforts to provided new and increased training on best practices for responding to EV and ESS fires.

State Crime Lab

- Increase resources for the state crime lab to ensure timely processing of evidence.



City of Longview

Agenda Summary

DOWNTOWN PARKING MORATORIUM EXTENSION

RECOMMENDED ACTION:

EXTEND CURRENT MORATORIUM UNTIL JULY 1, 2025

DATE: December 2, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

Preserve and enhance neighborhoods

Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

There is a moratorium currently in effect on the issuing of permits and enforcement in downtown city-owned parking lots that expires December 31, 2024. The 72-hour limit (Abandoned Vehicle) is still being enforced. The City has a contract with Rick Williams Consulting (RWC) for a downtown parking management plan. RWC is working with the Parking Advisory Committee and Downtown Advisory Committee regarding the draft plan. RWC is scheduled to have a workshop with City Council on March 13, 2025. Final adoption of the plan and potential ordinance changes are anticipated to be completed in April and May. The anticipated ordinance changes will need 30 days to take effect.

RECOMMENDED ACTION: Extend the current moratorium until July 1, 2025.

STAFF CONTACT:

Police Chief Robert Huhta

Attachments: None



City of Longview

Agenda Summary

CITY MANAGER INTERVIEW DISCUSSION AND GUIDANCE

DATE: December 12, 2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

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

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

To discuss and gather council input on the interview process for hiring a new City Manager, ensuring the process aligns with the council's goals, values, and priorities.

RECOMMENDED ACTION:

Obtain clear council guidance to proceed with an efficient, transparent, and equitable interview process that ensures the selection of the best candidate for the City Manager role.

STAFF CONTACT:

Sabrina Fraidenburg, Human Resources Director

Attachments: None