



City of Longview

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

Agenda

City Council

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

Thursday, October 23, 2025

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.

If you are participating virtually, you may submit written comments to the City Clerk's Office with the subject line "Public Comment for Disbursement to City Council". Virtual attendees may comment verbally during public hearings only and is only permitted for registered attendees. To participate, please contact the Clerk's Office in advance. Use the "raise hand" feature during the hearing, and the Clerk will unmute participants in the order received. If calling in by phone, dial star - 9 to raise your hand.

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

Telephone options (dial any of the following numbers):

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

Webinar ID: 823 9413 2374

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
25-00935 BRIAN CUMMINGS, COWLITZ CHAPLAINCY
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES
25-00620 OCTOBER 9, 2025 REGULAR MEETING
6. CHANGES TO THE AGENDA
7. PRESENTATIONS & AWARDS

25-00988 PROCLAMATION - RED RIBBON WEEK OCTOBER 23-31, 2025; RECIPIENTS SARA HANCOCK, TRICIA DUUS AND DIANE PERRON WITH EPIC COALITION

25-00989 GIFT OF A LONGVIEW HISTORY QUILT FROM THE LADIES OF THE LAKE GUILD - PRESENTED BY ARLEEN HUBBLE AND JOE REIDSESEL

25-00994 EXTRA MILE AWARD - RECIPIENT: JOHN BERRY

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

9. PUBLIC HEARINGS

25-00969 PUBLIC HEARING FOR PUBLIC COMMENT ON THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT(CAPER).

RECOMMENDED ACTION:

HOLD A PUBLIC HEARING. NO ACTION NEEDED AFTER THE CONCLUSION OF THE PUBLIC HEARING.

25-00970 PUBLIC HEARING – ORDINANCE NO. 3568 - NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE WITH FORGED FIBER 37, LLC

RECOMMENDED ACTION:

HOLD PUBLIC HEARING AND DIRECT STAFF TO BRING BACK ORDINANCE NO. 3568 AT THE NOVEMBER 13, 2025 REGULAR COUNCIL MEETING FOR FINAL ADOPTION

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

11. BOARD & COMMISSION RECOMMENDATIONS

12. ORDINANCES & RESOLUTIONS

25-00991 RESOLUTION NO. 2587 - FEMA ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AWARD

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2587 ACCEPTING THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT AWARD OF \$487,662.46, AUTHORIZING THE REQUIRED 10% MATCH OF \$48,766.25, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS

13. MAYOR'S REPORT

14. COUNCILMEMBERS' REPORTS

15. CONSENT CALENDAR

25-00621 APPROVAL OF CLAIMS

25-00954 RESOLUTION NO. 2585 - SURPLUS PROPERTY

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2585

25-00974 LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA) MEMORANDUM OF AGREEMENT JANUARY 1, 2026 – DECEMBER 31, 2027

RECOMMENDED ACTION:

**APPROVAL OF THE LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA)
MEMORANDUM OF AGREEMENT JANUARY 1, 2026 – DECEMBER 31, 2027.**

- 25-00993 SET PUBLIC HEARING FOR NOVEMBER 13, 2025 FOR PROPOSED REVENUE SOURCES
FOR THE 2026 GENERAL FUND BUDGET**

**RECOMMENDED ACTION:
MOTION TO SET THE PUBLIC HEARING**

16. CITY MANAGER'S REPORT

- 25-00978 UPDATE TO COUNCIL ON COMPREHENSIVE PLAN UPDATE PROCESS, INCLUDING
EARLY PUBLIC PARTICIPATION OPPORTUNITIES AND PROSPECTIVE TIMELINES**

**RECOMMENDED ACTION:
PROVIDE FEEDBACK AS DESIRED; NO ACTION NEEDED**

- 25-00990 SELECTION OF CITY MANAGER PERFORMANCE REVIEW SUBCOMMITTEE**

**RECOMMENDED ACTION:
COUNCIL TO SELECT UP TO THREE MEMBERS TO PARTICIPATE IN A SUBCOMMITTEE**

17. MISCELLANEOUS

18. EXECUTIVE SESSION

19. 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 MEETING:

THURSDAY, NOVEMBER 13, 2025 – 6:00 P.M.
THURSDAY, DECEMBER 11, 2025 - 6:00 P.M.

NEXT SPECIAL COUNCIL MEETING:

THURSDAY, NOVEMBER 20, 2025 – 6:00 P.M. - (NO MEETING NOVEMBER 27, 2025 THANKSGIVING HOLIDAY)
THURSDAY, DECEMBER 18, 2025 - 6:00 P.M. - (NO MEETING DECEMBER 25, 2025 CHRISTMAS DAY)

NEXT SPECIAL COUNCIL WORKSHOPS:

THURSDAY, NOVEMBER 6, 2025 - 6:00 P.M. – ADOPT LEGISLATIVE AGENDA & LEGISLATIVE POLICY
THURSDAY, DECEMBER 4, 2025 - 4:00 P.M. - FEDERAL AGENCY WORKSHOP



City of Longview

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Minutes

City Council

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

Thursday, October 9,
2025

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. CALL TO ORDER

Mayor Boudreau called the meeting to order at 6:01 p.m.

2. INVOCATION*/FLAG SALUTE

25-00916 MICHAEL PICCHI, CALVARY COMMUNITY CHURCH

After the invocation provided by Michael Picchi of Calvary Community Church, the flag salute was recited.

3. ROLL CALL

Present: Mayor Boudreau, Mayor Pro Tem LaFave, Councilmember Kendall, Councilmember Wean, Councilmember Wallis, Councilmember Young, Councilmember Halvorson

Staff Present: City Manager Jennifer Wills, Interim City Attorney Charlotte Archer, City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Parks & Recreation Director Justin Brown, Police Chief Robert Huhta,

Fire Chief Brad Hannig, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, Finance Director Lisa Wolff

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

A motion was made by Councilmember Halvorson seconded by Councilmember Wallis to approve the minutes of September 25, 2025 Regular Meeting, September 25, 2025 Special Meeting/Workshop, and October 2, 2025 Special Meeting/Workshop. The motion carried unanimously.

25-00618 SEPTEMBER 25, 2025 REGULAR MEETING

25-00907 SEPTEMBER 25, 2025 SPECIAL MEETING/WORKSHOP - LEGISLATIVE AGENDA

25-00908 OCTOBER 2, 2025 SPECIAL MEETING/WORKSHOP - URBAN FORESTRY DISEASE TREATMENT

6. **CHANGES TO THE AGENDA**

Mayor Boudreau stated the Fire Protection District Public Education presentation and Resolution No. 2583 would be pulled from the agenda per staff request. Council concurred.

City Manager Jennifer Wills explained the Fire District and legislation.

Mayor Boudreau requested to move the letter to U.S. Army Corps of Engineers from the Consent Calendar to under the Mayor's Report. Council Concurred.

7. **PRESENTATIONS & AWARDS**

25-00917 THERAPEUTIC COURT PRESENTATION

Police Chief Robert Huhta started the presented.

Senior City Attorney Nicole Knowles and Cowlitz County District Court Judge Jamie Imboden explained the court process.

Council discussed.

Police Chief Robert Huhta explained the Administrative Office of the Courts State Grant Funding opportunity.

Judge Imboden explained the courts are open, not allowed to have closed courts.

Police Chief Robert Huhta explained they are requesting a Case Coordinator, not Manager.

City Manager Jennifer Wills explained the grant-funded position for a year. Should no grant be awarded next year, the council has options - may no longer fund the position, choose opioid funds to fund the position, or choose to absorb the position in the budget.

25-00918 PULLED - FIRE PROTECTION DISTRICT PUBLIC EDUCATION

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

Clint Hash provided public comment.

Derek Fine provided public comment.

Jason Still provided public comment.

Cassie Cady provided public comment.

A citizen, name unstated, provided public comment.

9. **PUBLIC HEARINGS**

25-00911 PUBLIC HEARING-- ORDINANCE 3569 REMOVAL OF LMC 5.05.010 PARAGRAPH 17 (HOSPITAL & RELATED INSTITUTION B&O TAX EXEMPTION)

RECOMMENDED ACTION:

HOLD PUBLIC HEARING THEN DIRECT STAFF TO BRING BACK ORDINANCE 3569 ON OCTOBER 23RD REGULAR COUNCIL MEETING FOR CONSIDERATION.

Mayor Boudreau opened the public hearing at 7:12 p.m.

Assistant City Manager/Public Works Director Chris Collins presented.

Kendall Sawa, Chief Hospital Executive for PeaceHealth St. John Medical Center, provided public comment and a letter.

Jason Still provided public comment.

Randy Knox provided public comment.

Council discussed the presentation.

A motion was made by Councilmember Wean, seconded by Councilmember Wallis, to suspend the rules and allow virtual attendees who have not registered to participate. The motion carried unanimously.

Anne Bennett was on-line but had technical difficulties.

Council further discussed the presentation.

Mayor Boudreau closed the public hearing at 7:37 p.m.

A motion was made by Councilmember Wallis, seconded by Councilmember Wean, to adopt Ordinance No. 3569 and amend the current exemption language in Paragraph 17 to exempt revenue from hospitals in the city up to \$20 million from the B & O tax effective July 1, 2026.

Council discussed the motion.

The motion carried by the following vote:

Ayes: Councilmember Wallis, Councilmember Wean, Councilmember Kendall, Councilmember LaFave

Nays: Councilmember Halvorson, Councilmember Young, Mayor Boudreau

25-00912 PUBLIC HEARING - DECLARING SURPLUS – DISPOSAL OF FORMER WATER TREATMENT PLANT SITE (PARCELS 10613, 10401, AND 10379, FISHERS LANE).

RECOMMENDED ACTION:

HOLD PUBLIC HEARING THEN MOTION TO ADOPT RESOLUTION NO. 2557 DECLARING CITY-OWNED PARCELS 10613, 10401, AND 10379) SURPLUS AND DIRECTING STAFF TO DISPOSE OF THE PROPERTY IN ACCORDANCE WITH STATE LAW.

Mayor Boudreau opened the public hearing at 7:39 p.m.

Assistant City Manager/Public Works Director Chris Collins presented.

Council discussed the presentation.

Jason Still provided public comment.

Patrick Harbison provided public comment.

Mayor Boudreau closed the public hearing at 7:51 p.m.

A motion was made by Councilmember Young, seconded by Councilmember LaFave, to adopt Resolution No. 2557 declaring city-owned Parcels 10613, 10401, and 10379 surplus and directing staff to dispose of the property in accordance with state law. The motion carried unanimously.

25-00913 CLOSED RECORD PUBLIC HEARING ON PLANNING COMMISSION RECOMMENDATION FOR THE 46th/48th AVENUE PLANNED UNIT DEVELOPMENT SUBDIVISION.

RECOMMENDED ACTION:

HOLD PUBLIC HEARING THEN MOTION TO APPROVE THE PROPOSED PLANNED UNIT

DEVELOPMENT SUBDIVISION BASED ON PLANNING COMMISSION RECOMMENDATION

*Mayor Boudreau opened the closed record public hearing at 7:51 p.m.
Interim City Attorney Charlotte Archer read the disclosures of the quasi-judicial hearing.
Councilmember Halvorson acknowledged ex-parte contact. Ex-parte contact was not challenged.
All council members participated in the hearing.*

*Community Development Planner Irene Rutikanga presented.
Council discussed the presentation.
Community Development Director Nick Little addressed the Homeowners Association.
Scott Taylor, SGA Engineering, representing the applicant, spoke on the PUD.
Council continued to discuss the project.
Billie Anne Clevenger provided public comment.
Marvin McCully provided public comment (on-line).
Mayor Boudreau closed the closed-record public hearing at 8:30 p.m.*

A motion was made by Councilmember Kendall, seconded by Councilmember LaFave, to approve the proposed Planned Unit Development Subdivision based on Planning Commission recommendation. The motion carried unanimously. Mayor Boudreau abstained from voting.

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

*Jason Still provided public comment.
Nikki Duke provided public comment.*

11. BOARD & COMMISSION RECOMMENDATIONS

25-00915 RECOMMENDATIONS FROM LODGING TAX ADVISORY COMMITTEE ON CHANGE OF SCOPE FOR USAGE OF 2025 TOURISM FUND AWARD

RECOMMENDED ACTION:

MOTION TO APPROVE THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE TO AMEND THE SCOPE OF THE KELSO LONGVIEW CHAMBER OF COMMERCE'S LODGING TAX TOURISM FUNDING AWARD, ALLOWING A PORTION OF THE PREVIOUSLY AWARDED \$5,000 FOR 2025 TO BE USED FOR THE ALTERNATIVE TOURISM-RELATED PURPOSES

*City Manager Jennifer Wills gave a brief explanation.
Council discussed.*

A motion was made by Councilmember Wallis, seconded by Councilmember Young, to approve the recommendations of the Lodging Tax Advisory Committee to amend the scope of the Kelso Longview Chamber of Commerce's lodging tax tourism funding award, allowing a portion of the previously awarded \$5,000 for 2025 to be used for the alternative tourism-related purposes. The motion carried by the following vote:

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

12. ORDINANCES & RESOLUTIONS

25-00911 RESOLUTION NO. 2580 – AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EGT, LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2580

Fire Chief Brad Hannig gave a brief explanation.

A motion was made by Councilmember LaFave, seconded by Councilmember Wean, to adopt Resolution No. 2580. The motion carried unanimously.

- 25-00921 PULLED - RESOLUTION NO. 2583 – AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICE AGREEMENT WITH UNCOMMON BRIDGES FOR PUBLIC EDUCATION CAMPAIGN- FIRE PROTECTION DISTRICT LEVY**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2583.

- 25-00929 RESOLUTION NO. 2584 STORMWATER UTILITY RATE RESOLUTION**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2584 SETTING NEW STORMWATER UTILITY RATES AND UPDATING RELATED PROVISIONS.

Parks and Recreation Director Justin Brown presented.
Assistant City Manager/Public Works Director Chris Collins clarified there will be a proposal for an inflationary rate increase and a rate increase for Columbia Heights.

A motion was made by Councilmember Young, seconded by Councilmember Halvorson, to include this proposal in the proposed rate increase coming at a later date.
Council discussed.

An amendment to the main motion was made by Councilmember Halvorson, seconded by Councilmember Kendall to refer the rate increase to the Public Works Subcommittee.
The amendment carried unanimously.

The main motion as amended carried by the following vote:
Ayes: Councilmember Halvorson, Councilmember Young, Councilmember Wallis,
Councilmember Kendall, Mayor Boudreau
Nays: Councilmember Wean, Councilmember LaFave

13. MAYOR'S REPORT

Mayor Boudreau provided a verbal report.

Mayor Boudreau requested council concurrence to sign a letter to the U.S. Army Corps of Engineers regarding sedimentation in the Toutle, Cowlitz, and Columbia River systems. Council concurred.

14. COUNCILMEMBERS' REPORTS

Councilmember Wallis provided a verbal report.
Councilmember Halvorson provided a verbal report.
Councilmember Wean provided a verbal report.

- 25-00923 RESOLUTION NO. 2582 - SUBRECIPIENT AGREEMENT WITH COWLITZ COUNTY FOR THERAPEUTIC COURT CASE MANGER**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION 2582

A motion was made by Councilmember Halvorson, seconded by Councilmember Young to pull Resolution No. 2582 - Subrecipient Agreement with Cowlitz County for Therapeutic Court Case Manager for separate consideration. Council concurred.

A motion was made by Councilmember Wallis, seconded by Councilmember Kendall, to adopt Resolution No. 2582.
Council discussed Therapeutic Court.
The motion carried by the following vote:

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

15. CONSENT CALENDAR

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

25-00619 APPROVAL OF CLAIMS

25-00919 RESOLUTION NO. 2581 - INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE SPILLMAN RECORDS MANAGEMENT SYSTEM COST SHARE AGREEMENT WITH COWLITZ COUNTY

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION 2581

25-00927 LETTER TO U.S. ARMY CORPS OF ENGINEERS REGARDING SEDIMENTATION IN THE TOUTLE, COWLITZ, AND COLUMBIA RIVER SYSTEMS

RECOMMENDED ACTION:
CONCURRENCE TO SIGN LETTER TO U.S. ARMY CORPS OF ENGINEERS REGARDING SEDIMENTATION IN THE TOUTLE, COWLITZ, AND COLUMBIA RIVER SYSTEMS

16. CITY MANAGER'S REPORT

City Manager Jennifer Wills provided a verbal report.

25-00922 REALLOCATION OF REMAINING CDBG FUNDS FROM 2020 AND 2021 FOR LONGVIEW FIRE DEPARTMENT EQUIPMENT

RECOMMENDED ACTION:
MOTION TO APPROVE THE REALLOCATION OF REMAINING CDBG FUNDS FROM 2020 AND 2021 TO PURCHASE OF LONGVIEW FIRE DEPARTMENT FIRE PROTECTION EQUIPMENT

Community Development Nick Little presented.

A motion was made by Mayor Boudreau, seconded by Councilmember LaFave, to approve the reallocation of remaining CDBG funds from 2020 to 2021 to purchase Longview Fire Department Fire Protection Equipment. The motion carried unanimously.

25-00928 MAPLE STREET – DIRECTION OF TRAVEL AND PARKING RECONFIGURATION

RECOMMENDED ACTION:
MOTION TO APPROVE THE CHANGE IN TRAVEL DIRECTION ON MAPLE STREET AND ASSOCIATED PARKING MODIFICATIONS.

Assistant City Manager/Public Works Director Chris Collins presented. LCC has offered staff and up to \$5,000. Public Works Subcommittee recommended approval. Council discussed.

A motion was made by Councilmember LaFave, seconded by Councilmember Wean, to approve the change in travel direction on Maple Street and associated parking modifications. The motion carried unanimously.

17. MISCELLANEOUS

18. EXECUTIVE SESSION**25-00933 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)**

The City Council, City Manager Jennifer Wills, and Interim City Attorney Charlotte Archer entered Executive Session at 9:55 p.m. pursuant to RCW 42.30.110(1)(i) Potential Litigation for a period of 10 minutes. At 10:05 p.m. all parties came out of Executive Session. No action was taken.

19. ADJOURNMENT

The meeting was adjourned at 10:07 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, OCTOBER 23, 2025 – 6:00 P.M.

THURSDAY, NOVEMBER 13, 2025 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOPS:

THURSDAY, NOVEMBER 6, 2025 - 6:00 P.M. - ADOPT LEGISLATIVE AGENDA AND 2026 LEVY CERTIFICATION



Proclamation

City of Longview, Washington

Red Ribbon Week

OCTOBER 23 - 31, 2025

WHEREAS, in 2018 the Empowering People and Impacting Community (EPIC) Coalition was formed after Longview was identified as an under-served community experiencing high levels of underage drinking, marijuana and opioid use, crime and struggles in school; and

WHEREAS, EPIC is a nonprofit organization comprised of dedicated volunteers from various sectors of the community sharing the vision of a safe, healthy, and thriving community free of substance abuse by providing education and opportunities for public awareness and involvement; and

WHEREAS, alcohol and other drug abuse in this nation has reached epidemic stages; and

WHEREAS, it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, The National Family Partnership is sponsoring the National Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, businesses, government, parents, law enforcement, media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week-long campaign; and

NOW, THEREFORE, I, Spencer Boudreau, Mayor of the City of Longview, do hereby proclaim October 23 - 31, 2025 to be

“Red Ribbon Week”

in the City of Longview, and I urge all the people of Longview to wear or display red ribbons and participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug – free community.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 23rd day of October 2025.

Spencer Boudreau, Mayor



Proclamation

City of Longview, Washington

Extra Mile Day ~ November 1, 2025 Honoring John Berry

*WHEREAS, the City of Longview, Washington is a community that acknowledges that a special vibrancy exists when it recognizes people who are creating positive change in our communities through their **extra mile** efforts in volunteerism and service. Today we honor John Berry; and*

WHEREAS, John Berry has quietly dedicated more than a year to restoring the natural beauty along the banks of Lake Sacajawea, taking on the grueling task of removing invasive blackberry by hand. His efforts have focused on areas too steep or protected by large trees for mowers to reach, requiring not only strength but remarkable patience and determination. John's work, cutting back dense growth, digging out stubborn crowns, and carefully piling debris for removal, has made a visible, lasting difference in one of Longview's most cherished places; and

*WHEREAS, his persistence, humility, and pride in caring for the community go far beyond what's expected of any volunteer. John has worked closely with Parks staff to coordinate efforts often using his own tools and working in all kinds of weather. Through hard work, compassion, and dedication, he exemplifies what it means to go the **extra mile** for one's community; and*

*NOW, THEREFORE, I, Spencer Boudreau, Mayor of the City of Longview, do hereby proclaim November 1, 2025, to be **Extra Mile Day** and highlight John Berry's exceptional commitment to the City of Longview. I urge each individual in our community to take time on this day to not only "go the **extra mile**" in their own life, but to also acknowledge those who are inspirational in their efforts to make their organizations, neighborhoods, and community a better place.*

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 23rd day of October 2025.

Spencer Boudreau, Mayor



City of Longview

Agenda Summary

PUBLIC HEARING FOR PUBLIC COMMENT ON THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT(CAPER).

RECOMMENDED ACTION:

HOLD A PUBLIC HEARING. NO ACTION NEEDED AFTER THE CONCLUSION OF THE PUBLIC HEARING.

COUNCIL INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

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

STAFF CONTACT:

Kenny Robinson, Program Coordination Specialist

Attachments:

1. 2024 CAPER Report

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The city has completed nearly all projects in the 2024 annual action plan. The city has renovated 24 units of affordable housing by providing a new roof on 4 buildings. The city currently has two projects that are nearing completion. One project is a tenant education class through the local housing authority. The other project is an elevator renovation in a public facility that provides meals to seniors and other low-to-moderate income individuals. The elevator renovation will be completed at the end of September or early October 2025. The project ran into materials delays.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Increase Affordable Housing Supply	Affordable Housing Homeless	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Rental units constructed	Household Housing Unit	40	0	0.00%			

Increase Affordable Housing Supply	Affordable Housing Homeless	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Homeowner Housing Added	Household Housing Unit	4	0	0.00%			
Increase Affordable Housing Supply	Affordable Housing Homeless	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	20	26	130.00%			
Preserve and Improve Existing Housing Supply	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Rental units rehabilitated	Household Housing Unit	30	24	80.00%	24	24	100.00%
Preserve and Improve Existing Housing Supply	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Homeowner Housing Rehabilitated	Household Housing Unit	5	4	80.00%	0	0	
Preserve and Improve Existing Housing Supply	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Housing for Homeless added	Household Housing Unit	0	0		0	0	

CAPER

2

Preserve and Improve Existing Housing Supply	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0	
Provide Public Facilities and Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	9525	381.00%	0	9525	
Provide Public Facilities and Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	40	0	0.00%			
Provide Public Facilities and Improvements	Non-Housing Community Development	CDBG: \$	Other	Other	0	0		1	0	0.00%
Services to Improve Housing and Economic Outcomes	Non-Housing Community Development	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	70	30	42.86%			

Services to Improve Housing and Economic Outcomes	Non-Housing Community Development	CDBG: \$ / HOME: \$ / HOME American Rescue Plan: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	91	182.00%	120	120	100.00%
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The city's use of funds address two of our largest priorities preserving affordable housing and providing public facility improvements. The largest portion of CDBG funding was spent on the replacement of four rooftops on buildings of affordable housing units. By replacing the rooftops 24 units of affordable housing were preserved. The city has spent CDBG funds to replace the elevator in a public facility that offers meal service to low to moderate income individuals. The city also provided funding to the housing authority for tenant education.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	112	77
Black or African American	9	1
Asian	1	0
American Indian or American Native	2	1
Native Hawaiian or Other Pacific Islander	4	0
Total	128	79
Hispanic	10	5
Not Hispanic	118	74

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	277,863	222,885
HOME	public - federal	300,228	6,014
Other	public - federal	0	0

Table 3 - Resources Made Available

Narrative

The city has been working to spend CDBG funding to reach timlieness. The city did not have any HOME program applications awarded 2024 funding.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide - Kelso	30	30	
Citywide - Longview	70	70	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The city of Longview is continuing to spend HOME funding in Longview to support Tenant Based Rental Assistance. The City of Kelso has allocated all of it's funding towards new construction projects and TBRA.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Kelso is using the HOME funding to leverage more funding from organizations to support the construction of new housing.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	1,090,001
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	1,090,001
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	1,090,001

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin- ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	12
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	3	0
Total	13	12

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	20	18
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	24	24
Number of households supported through Acquisition of Existing Units	0	0
Total	44	42

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The city did well to meet goals this year. One of the projects did not finish development in this program year, so we did not meet our special needs housing goals. The city will continue with these types of projects in the future.

Discuss how these outcomes will impact future annual action plans.

Future action plans will not be impacted based on the performance towards reaching goals.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	13	12
Low-income	8	6
Moderate-income	3	0
Total	24	18

Table 13 – Number of Households Served

Narrative Information

Most of the city TBRS clients are coming from local shelter space. We are continuing to partner with the housing authority and other community partners to provide rental assistance when possible to all in need.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The jurisdiction has a community outreach coordinator that works with our homeless population. The coordinator offers supportive services to so homeless individuals and connects them with local shelters. The city also worked closely with our local Salvation Army to provide operational support for a shelter for homeless individuals. The city works with Salvation Army to find housing for individuals in the camp in need of shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

The city is continuing to work with our PHA to bring new programs for housing. The city continues to support an emergency shelter in town, but these funding types are not allowed to be used to support the shelter.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The city provided rent-subsidies to local organizations. If an individual is referred to the city, the city refers that individual to our community partners. We keep an open dialogue and connect people in need of housing to local service providers.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The city is building new affordable housing complexes and will try to continue to build more housing. Building these units increase our supply of permanent housing, which is lacking in the Longview/Kelso Area. The city also provides funding for tenant education to help individual

who become housed. The classes provide information to these families on landlord tenant laws, credit building, and other information helpful to retaining permanent housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The city has taken action to address the needs of public housing by continuing to allocate funding to housing projects. The Longview City Council has allocated HOME funds to a new housing development that will provide over 70 units of affordable housing. They have allocated funds for housing of individuals with developmental disabilities, and rental assistance. Kelso City Council has allocated funding for a new housing development, housing of individuals with developmental disabilities, and rental assistance as well.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The city does not participate in homeownership programs and the consolidated plan does not prioritize homeownership. The city has a need for rental housing for low-income tenants.

Actions taken to provide assistance to troubled PHAs

The Kelso and Longview Housing Authorities are not troubled agencies.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The city is taking steps to make zoning changes to provide for more housing to be built on individual lots. The city has made it easier for property owners to develop ADU's on their properties. The city has seen an increase in ADU building permit requests. The city has passed a cottage housing and shared driveway ordinances to increase housing density. The city has also created another housing tax fund to create more low-income housing opportunities. The city is providing the Longview Housing Authority with additional funding through these taxes to develop more affordable housing. The city has a need for new housing development the city's comprehensive plan identifies the lack of new housing development and these previously mentioned steps will help with the development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The city Planning Commission has prioritized strategies to allow and encourage more housing development.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

All TBRA assistance projects have include a lead hazard assessment prior to receiving any funding. The city is also working with the CHDO provide more lead based testing equipments as a part of CHDO operating. The city is also confirming that all individuals that are requiring assistance are receiving lead paint information. The city had a monitoring finding as is taking steps to ensure that all HUD lead-based paint regulations are being met. The city developed a new lead-based paint policy and checklist for subrecipients to follow and make sure the city is complies with LBP regulations.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The city is trying to reduce poverty-levels among families by offering discounted activities for children. The city has also supported food warehouses in the past trying to keep income within the household.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The city has brought on new staff members and has paid for city staff to complete training for both the CDBG and HOME programs. The city has also had staff take Part 58 training to ensure that all environmental processes are being followed. The development of city staff through these trainings has allowed city staff to provide better technical assistance to our subrecipients. The city is now meeting

regualry with our CHDO to continue to ensure that projects are progressing. The city is working closely with our subrecipients to make sure that all policies and procedures are in compliance with HUD regulations. We are providing new forms for documentation to make sure that inspections and income evaluation meet HUD standards.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

One of our subrecipients is using funding to teach a Rent Well program to educate tenants on how to become model tenants. Through this program tenants will be connected with landlords that provide low-income individuals with housing.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The consortium is providing funding to support nonporift and private sector efforts to increase affordable housing stock. The city is also working with our nonprofits to make sure we are in compliance with all non-discrimination laws.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The city has developed a new monitoring process and new risk ratings for subrecipients. Based on these risk ratings the city will identify the subrecipients to monitor and will monitor organizations to ensure long-term HUD compliance.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The city will provide reasonable notice for the public and city stakeholders to examining the performance report for at least 15 days prior to the submission. No public comments were received during the period prior to the public hearing. The city also held a public hearing on October 23rd to allow citizens to comment on the CAPER report.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The city does not plan to change any of the program objectives for CDBG.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

All city retained units were new construction and were inspected by city staff building inspectors and passed inspections for occupancy. HOME assisted TBRA units receive an HQS inspection conducted by the Longview Housing Authority (HOSWWA) which has the expertise and capacity to conduct them. All copies of inspections are provided to the City.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The city worked with the local housing authorities for marketing of HOME units. All units have been leased by qualifying populations.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The city has used \$20,000 of program income on HOME programs. There are currently only two HOME projects within the city of Longview. The two projects are tenant based rental assistance and a home renovation for individuals with developmental disabilities.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The cities of Longview and Kelso have been working with state agencies to develop these new rental housing projects.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative



City of Longview

Agenda Summary

PUBLIC HEARING – ORDINANCE NO. 3568 - NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE WITH FORGED FIBER 37, LLC

RECOMMENDED ACTION:

HOLD PUBLIC HEARING AND DIRECT STAFF TO BRING BACK ORDINANCE NO. 3568 AT THE NOVEMBER 13, 2025 REGULAR COUNCIL MEETING FOR FINAL ADOPTION

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.

Address quality of place issues.

SUMMARY STATEMENT:

Forged Fiber 37, LLC, a Delaware company registered in Washington, seeks a ten-year non-exclusive franchise to construct, install, operate, maintain, and repair telecommunications facilities within Longview public rights-of-way.

The proposed agreement (attached) establishes conditions for the safe and coordinated installation and maintenance of these facilities, sets relocation and restoration requirements, and incorporates the City's standards and RCWs governing telecommunications franchises.

Scheduling a public hearing ensures compliance with Longview Municipal Code and RCW 35.99 and provides an opportunity for the public to comment before Council considers adoption of the franchise ordinance.

FINANCIAL SUMMARY:

Minimal cost to set and notice the hearing. The franchise provides for full cost recovery of related permitting, inspection, and administrative expenses, and does not impose a franchise fee under current RCW 35.21.860 unless future law changes.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst City Manager

Attachments:

1. Proposed Ord 3568 - ATT Franchise Fiber Optic 2025 Final

ORDINANCE 3568
CITY OF LONGVIEW, WASHINGTON

PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE TELECOMMUNICATIONS FACILITIES WITHIN THE PUBLIC WAYS OF THE CITY OF LONGVIEW ("CITY") TO FORGED FIBER 37, LLC ("GRANTEE"). THE CITY AND GRANTEE ARE SOMETIMES HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES."

WHEREAS, Forged Fiber 37, LLC, an incorporated company organized and existing under the laws of the State of Delaware, and registered to do business in Washington, is a competitive telecommunications company providing telecommunication services, including Internet and data services ("Wireline Communications Services"), which desires to occupy the City of Longview rights-of-way to install, construct, operate, and maintain its telecommunications facilities and network for the purpose of providing services to customers located within the City; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain telecommunication facilities within the boundaries of the City; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization lawfully required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, Grantee shall be responsible for its actual costs in using, occupying and repairing public ways; and

WHEREAS, the City and Grantee desire to effectuate good coordination of the use of the rights-of-way; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest.

WHEREAS, the City has the authority to grant, issue or deny franchises and use permits for the use of the right-of-way for telecommunications services subject to RCW 35.99.030; and

WHEREAS, the City and Grantee desire to enter into an agreement authorizing Grantee to use the Rights-of-Way throughout the City and specifying the terms and conditions under which said use may be made;

NOW, THEREFORE, THE CITY AND THE GRANTEE AGREE AS FOLLOWS:

1. Authority Granted. The City hereby grants to Grantee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities thereto for the Telecommunications Facilities defined in Section 4 below. The Grantee is authorized to place its Telecommunications Facilities in, under, on, across, through, along, or below the rights-of-way of the City (the “Franchise Area”).

2. Authority Limited to Occupation of Rights-of-Way. The authority granted herein is a limited and non-exclusive authorization to occupy and use the rights-of-way and compatible use easements of the City for the purpose of constructing and operating Telecommunications Facilities (as defined in Section 4 below). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the rights-of-way of the City to the Grantee. No reference herein to a public right-of-way shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Franchise may only grant those rights which the City may have the right and power to give.

3. Permits Required. Grantee must obtain a permit from the City prior to performing any work within the rights-of-way. All facilities must be installed and maintained within the public rights-of-way in such manner and at such points so as not to inconvenience the public use of the public rights-of-way or to adversely affect the public safety and welfare. All installation within rights-of-way shall comply to applicable City standards and specifications.

4. Telecommunications Facilities.

4.1 The scope of this Franchise extends only to the wireline telecommunications facilities owned, operated or controlled by Grantee in the rights-of-way (the “Telecommunications Facilities”).

4.2 This Franchise does not authorize the offering of Cable Services as defined in 47 U.S.C. § 522(6).

4.3 Unless the City and the Grantee have executed a site-specific permit, agreement or lease, this Franchise does not authorize Grantee to place new poles in the rights-of-way regardless of height.

5. Terms, Conditions, and Provisions of Longview Municipal Code (LMC) Chapter 12.08 Incorporated by Reference. The terms, conditions, and provisions of LMC Chapter 12.08 are incorporated herein by reference. All rights granted hereunder are subject to the terms, conditions, and requirements of LMC Chapter 12.08. In the event of a conflict between this Franchise and LMC Chapter 12.08, the terms of this Franchise shall prevail.

6. Term of Franchise. The term of this Franchise shall be for a period of ten (10) years from the date the last party signs the Franchise, unless sooner terminated as provided herein.

7. Location of Facilities. Grantee may locate its Facilities anywhere within the Franchise Area, consistent the City’s generally applicable Code requirements and the City’s generally applicable Construction Standards. Grantee shall not be required to amend this Franchise to

construct or acquire Facilities within the Franchise Area, provided that Grantee does not expand its Services to Cable Services.

8. Non-Exclusive Grant.

8.1 This Franchise shall not in any manner prevent the City from granting additional franchises or entering into other similar agreements or franchises in, under, on, across, over, through, along or below any rights-of-way of the City or other City-owned properties, nor from exercising such other police powers and authorities granted to the City by law.

8.2 This Franchise shall in no way prevent or prohibit the City from using any of its rights-of-way or other City-owned properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvements, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way and other City-owned properties of every type and description.

8.3 This Franchise does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and any right, permission or consent to occupy any location in the public right-of-way shall be revocable and terminable at the discretion of the City and the facility therein removed at the cost of the Grantee in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

9. Relocation.

9.1 **Relocation Requirement.** Upon written notice, the City may require Grantee to protect, support, temporarily disconnect, relocate, and remove, its Facilities within the City's rights-of-way when reasonably necessary for the City's construction, alteration, repair, or improvement of the right-of-way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade or as otherwise necessary for the operations of the City. For the avoidance of doubt, such projects shall include any City driven rights-of-way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, and not for the benefit of a private entity, and shall not include, without limitation, any other improvements or repairs undertaken by or for the sole benefit of third party entities. Collectively all such projects described in this Section 9.1 shall be considered a "Public Improvement Project." Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 9.1 shall be borne by Grantee. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060 or access to its share of available funds under an established Local Improvement District.

9.2 **Notice and Relocation Process.** If the City determines that the Public Improvement Project necessitates the relocation of Grantee's existing Facilities, the City shall provide Grantee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Grantee and consider the extent of Facilities to be relocated, the services requirements, and the

construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. In no case shall the relocation be required in less than ninety (90) days' written notice and Grantee shall be afforded a location to relocate to. Grantee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2) or unless any delays are caused by a force majeure event. To provide guidance on this notice process, the City will make reasonable efforts to involve Grantee in the predesign and design phases of any Public Improvement Project. After receipt of the written notice containing the Relocation Date, Grantee shall relocate such Facilities to accommodate the Public Improvement Project consistent with the timeline provided by the City (unless delays are caused by a force majeure event) and at no charge or expense to the City, except as otherwise permitted by RCW 35.99.060. Such timeline may be extended by a mutual agreement.

9.3 Locate Facilities. Upon request of the City or of a third-party performing work on behalf of the City in the rights-of-way and in order to facilitate the design of the rights-of-way, Grantee agrees, at its sole cost and expense, to locate its Facilities so that the Facilities' location may be taken into account in the improvement design. Grantee shall also locate its Facilities upon the request of a third party in accordance with RCW 19.122.030. The decision as to whether any Facilities need to be relocated in order to accommodate the Public Improvement Project shall be made by the City upon review of the location and construction of Grantee's Facilities. The City shall provide Grantee at least fourteen (14) days' written notice to perform any location services necessary to locate Grantee's facilities.

9.4 Third Party Requests for Relocation. The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities for projects that are not Public Improvement Projects, provided that such arrangements do not unduly delay any City projects. The Grantee shall provide certified record drawings (or as-built drawings) detailing the location of Grantee's Facilities within the City's public-right-of-way required to be relocated or removed for purpose of the non-City project. The City shall take into account payment by third parties of relocation costs or expenses in establishing or extending the Relocation Date.

9.5 Contractor Delay Claims. Grantee agrees to work cooperatively with the City, other franchisees and utilities and the City's third-party contractor with respect to the Public Improvement Project. Upon a notification of a delay due to Grantee's actions or inactions, Grantee agrees to work cooperatively with the City, other Grantees and utilities, and the City's third-party contractor to resolve such issues and if Grantee breaches its obligations under this Section 9 with respect to relocating its Facilities within the Franchise Area by the Relocation Date.

9.6 Indemnification for Relocation. Grantee will indemnify, hold harmless and defend the City, in accordance with the provisions of Section 17, against any and all claims, suits, actions, damages, or liabilities for delays to the extent caused by the failure of Grantee to remove or relocate its facilities as required in this Section 9; provided that Grantee shall not be responsible for indemnifying, holding harmless or defending City for any claims due to delays not caused by grantee or to the extent caused by the negligence, willful misconduct or unreasonable delay of the City or any third party.

9.7 City's Costs. If Grantee fails, neglects, or refuses to remove or relocate its Facilities as described in this Section 9, except for in Section 9.4, then the City may perform such work or cause it to be done, and the City's reasonable and direct costs shall be paid by Grantee pursuant to Section 12.

9.8 Survival. The provisions of this Section 9 shall survive the expiration or termination of this Franchise for so long as Grantee continues to have Facilities in the rights-of-way or until such time as this Franchise is renewed or replaced.

10. Undergrounding of Facilities.

10.1 The parties agree that this Franchise does not limit or expand the City's authority under federal, state, or local laws, to require the undergrounding of utilities, including without limitation RCW 35.99.

10.2 In any portion(s) of the City where the distribution lines of any of the existing telephone, cable television, or electric utilities are aerial or aerial and underground, Grantee shall have the discretion to construct, operate, and maintain all its Facilities aerially or underground. Whenever all new or existing telephone, cable television, and electric utilities are located or relocated underground within a particular right-of-way, the Grantee shall concurrently relocate its Facilities underground at no expense or liability to the City. Grantee shall only be required to pay its proportionately fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

10.3 Grantee will maintain membership in good standing with the Utility Coordinating Council One Call Center, or other similar or successor organization designated to coordinate underground equipment locations and installations. Grantee shall abide by RCW Chapter 19.122 (Washington State's "Underground Utilities" statutes) and will further comply with and adhere to local procedures, customs and practices relating to the one call locator service program.

11. **Record Plans, Record Drawings, and Records of Grantee Facility Locations**

11.1 The Grantee shall maintain adequate records to document obligations performed under this Franchise. The Grantee agrees and covenants that upon the City's written request, it shall, within 120 days after completion of any construction project involving a public right-of-way, provide to the City, at no cost to the City, a copy of all as-built plans, maps and records revealing the approximate final locations and conditions of the Grantee Facilities located within such public right-of-way. Additionally, the City may, at any time, deliver a written request to the Grantee for copies of maps and records showing the approximate location of all or any portion of the Grantee Facilities. In such event, the Grantee shall, within thirty (30) days after receipt of the request, provide the City, at no cost to the City, with copies of the requested record plans, record drawings and other records within a reasonable time after receiving the City's request for same. The City shall have the right to review the Grantee's records regarding the subject matter of this Franchise at reasonable times, upon reasonable notice. The right to review records shall last for two (2) years from the expiration or earlier termination of this Franchise. In addition to the maps and records of the Grantee Facility locations, the Grantee shall provide the City, upon the City's request, with copies of records of construction, maintenance, operation, inspections, or regulatory compliance for all Grantee Facilities subject to this Franchise as may be deemed necessary by the City, in its sole discretion, to manage the city roads, public rights-of-way, or other property, or to protect the public health, safety, and welfare. Nothing in this Section 11 shall be construed to require Grantee to violate state or federal law concerning customer privacy, nor shall this Section 11 be construed to require Grantee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

11.2 If the Grantee considers any portion of its records provided to the City, whether in electronic or hard copy form, to be protected from disclosure under law, the Grantee shall clearly identify any specific

information that it claims to be confidential or proprietary. If the City receives a request under the Public Records Act, Chapter 42.56 RCW, to inspect or copy the information so identified by the Grantee and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligations shall be to notify the Grantee: (a) of the request; and, (b) of the date that such information will be released to the requester unless the Grantee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Grantee fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified. The City has, and by this section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the Act. The City shall not be liable to the Grantee for releasing records not clearly identified by the Grantee as confidential or proprietary. The City shall not be liable to the Grantee for any records that the City releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Facilities for City's Use.

Grantee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the rights-of-way and provide the City with an opportunity to request that Grantee provide the City with additional duct or conduit and related structures necessary to access the conduit at City's costs and expense pursuant to RCW 35.99.070.

12. Recovery of Costs.

12.1 Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City.

12.2 Where the City incurs reasonable costs and expenses for which a fee is not established, Grantee shall reimburse the City the actual administrative expenses incurred by the City that are directly related to receiving and approving a permit, license, and this Franchise, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to chapter 43.21C RCW. These fees may include but not be limited to reimbursement for time associated with City Staff and City Attorney's Office review.

12.3 Grantee shall pay a fee for the actual administrative expenses incurred by the City that are related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise. Grantee shall pay the reimbursements pursuant to this Section 12.3 upon acceptance of this Franchise. No permits shall be issued for the installation of Facilities until such time as the City has received payment of such costs.

12.4 Whenever necessary, after construction or maintaining any of Grantee's facilities within the rights-of-way, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface and subsurface disturbed by Grantee to as good condition as it was in before the work began, reasonable wear and tear excepted. Grantee shall replace any property corner monuments, survey reference or equipment that were disturbed or destroyed during Grantee's work in the rights-of-way. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications where applicable. If Grantee fails to undertake such repairs as herein provided, the City may perform the repairs at Grantee's expense. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system equipment or facilities have been installed in any public ways or rights of- way without complying with the requirements of this Franchise or other City ordinances, or the Franchise has been terminated or has expired, upon receiving fourteen (14) business days prior written demand from the City, the Grantee shall

promptly commence to remove, at its expense, such affected equipment or Facilities, other than any which the City may permit to be abandoned in place, from the public rights-of-way. Any removal shall be completed within one-hundred eighty (180) days from receipt of the City's written demand. In the event of such removal, the Grantee shall promptly restore the public ways or rights-of-way from which such property has been removed to a condition reasonably satisfactory to the City. Any of Grantee's affected equipment or facilities remaining in place after the expiration of the one hundred eighty (180) days after the termination or expiration of the Franchise, and upon written notice from the City, shall be considered permanently abandoned. The City may extend such time with prior written request from the Grantee, such request shall not be unreasonably withheld. Any equipment or facilities of the Grantee that the City allows to be abandoned in place shall be abandoned in such manner as the City shall prescribe. Upon Grantee's permanent abandonment of the equipment or facilities in place, the equipment or facilities shall become the City's property, and the Grantee shall submit an instrument in writing to the Public Works Director, to be approved by the City Attorney, transferring the ownership of such equipment or facilities to the City. The time spent by City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis or sooner, but the City shall provide Grantee with the City's itemization of costs at the conclusion of each project for information purposes.

12.5 Grantee's operations as authorized under this Franchise are those of a service provider as defined in RCW 35.21.860. As a result of these statutes and federal law, the City will not impose a franchise fee or rights-of-way fee under the terms of this Franchise. The parties shall, in good faith, negotiate a fee if Grantee's operations as authorized by this Franchise change such that the prohibitions of RCW 35.21.860 or federal law no longer apply, or if prohibitions on the imposition of such fees are removed by a change of law that is not subject to further appeal. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, state, or local laws and such fee shall be suspended while any such challenge is pending.

13. Unsafe Working Conditions.

Upon notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

1. Be in writing;
2. Be given to the person doing the work or posted on the work site;
3. Be sent to Grantee by overnight delivery;
4. Indicate the nature of the alleged violation or unsafe condition; and
5. Establish conditions under which work may be resumed.

14. Dangerous Conditions; Authority for City to Abate.

14.1 Whenever construction, installation, or excavation of Grantee's Telecommunications Facilities has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the City Engineer may reasonably require Grantee, at Grantee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets,

and utilities. Grantee shall be required to take action immediately and without notice from the City or within a prescribed time indicated in writing from the City.

14.2 In the event that Grantee fails or refuses to promptly take the action as directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may take such actions as are necessary to protect the public, the adjacent streets, utilities, and other City property, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Grantee shall be liable to the City for the costs thereof.

15. Safety and Maintenance Standards.

15.1 Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the rights-of-ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its facilities. Additionally, Grantee shall keep its facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or any interference with City services. By way of illustration and not limitation, Grantee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards.

15.2 Additional standards include:

15.2.1 All installations and maintenance of equipment, lines, and ancillary facilities shall be installed and maintained in accordance with industry-standard practices and shall comply with all federal, State, and local regulations, ordinances, and laws. All work within City rights-of-way shall comply with all city standards and specifications.

15.2.2 Any opening or obstruction in the rights-of-way or other public places made by Grantee in the course of its operations shall be protected by Grantee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

16. Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

17. Indemnification; Exclusion of Damages.

17.1 Grantee agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, reasonable costs, judgments, awards, or other liability asserted by a third party to the extent related to any injury or death of any person or damage to property caused by any negligent, fraudulent, or acts or omissions

of Grantee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. These indemnification obligations shall extend to such claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

17.2 Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance by Grantee of any of its obligations under this Section 17.

17.3 The City shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the City, pursuant to this Section 17. Grantee may choose counsel to defend the City subject to this Section 17.3. City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction, to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. Grantee may accept defense of a claim or claims under a reservation of rights in which case, a court having jurisdiction determines that such claim or claims were not subject to Grantee's obligations under this Section, City shall promptly reimburse Grantee for all costs and expenses, including attorneys' fees, incurred in the defense of the claim or claims.

17.4 Grantee understands the intent. Grantee is indemnifying and controlling the defense. However, if separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, then upon the prior written approval and consent of Grantee, which shall not be unreasonably withheld, the Grantee shall select a different counsel or employ separate counsel and Grantee shall pay the reasonable fees and expenses of such separate counsel. Nothing herein shall be deemed to prevent the City from cooperating with Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the City, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the City does not consent to the terms of any such settlement or compromise, Grantee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

17.5 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials, employees, or agents, the obligations of Grantee under the indemnification provisions of this Section 17 and any other indemnification provision herein shall apply. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Grantee for claims made against the City by Grantee's employees. This waiver has been mutually negotiated by the parties.

17.6 Notwithstanding any other provisions of this Section 17, Grantee assumes the risk of

damage to its Facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors.

17.7 The provisions of this Section 17 shall survive the expiration, revocation, or termination of this Franchise.

17.8 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ATTORNEY FEES OR LOST PROFITS, TIME, SAVINGS, GOODWILL, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, ARISING FROM OR IN CONNECTION TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

18. Insurance.

18.1 Grantee shall procure and maintain for so long as Grantee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Grantee. Grantee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Grantee. Grantee shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Grantee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Evidence of qualified self-insurance is acceptable.
- (b) Commercial General Liability insurance, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU). Evidence of qualified self-insurance is acceptable.
- (c) Contractor's Pollution Liability insurance shall be written in amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Evidence of qualified self-insurance is acceptable.
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable.
- (e) Excess Umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate. Grantee may use any combination of primary and excess to meet required total limits.

18.2 Payment of deductible or self-insured retention shall be the sole responsibility of Grantee. Grantee may utilize primary and umbrella liability insurance policies to satisfy the

insurance policy limits required in Section 18.1. Grantee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

18.3 The required insurance policies, with the exception of Workers' Compensation and Employer's Liability, obtained by Grantee shall include the City, its officers, officials, employees, and representatives, ("Additional Insureds"), as an additional insured under this Franchise, with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 00 01 and/or CG 20 26. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Grantee shall provide to the City upon acceptance a certificate of insurance and additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Grantee's required insurance and shall not contribute with it.

18.4 Upon receipt of notice from its insurer(s) Grantee shall provide the City with sixty (60) days prior written notice of any cancellation of any insurance policy that is not immediately being replaced with a substantially similar policy, required pursuant to Section 18.1. Grantee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of Section 18.1. Failure to provide the insurance cancellation notice of a policy that is not being immediately replaced with a substantially similar policy and to furnish to the City replacement insurance policies meeting the requirements of Section 18.1 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 19 below, subject to the applicable cure periods.

18.5 Grantee's maintenance of insurance as required by this Section 18 shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee.

18.6 As of the Effective Date of this ordinance, Grantee is not self-insured. Should Grantee wish to become self-insured at the levels outlined in this Franchise at a later date, Grantee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Grantee or its parent company is responsible for all payments within the self-insured retention; and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

19. Security Fund and Liquidated Damages.

19.1 At the same time as providing acceptance of this Franchise, Grantee shall provide a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) to guarantee the full and complete performance of the requirements of this Franchise. Grantee shall pay all premiums or costs associated with maintaining the performance bond and shall keep the same in full force and effect at all times.

19.2 In the event the City believes that Grantee has not complied with a term or provision

of the Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem within a reasonable time frame, the City shall then notify Grantee in writing of the exact nature of the alleged noncompliance (the “Noncompliance Notice”).

19.3 Grantee shall have thirty (30) Days from the receipt of the City’s Noncompliance Notice: (A) to respond to the City, contesting the assertion of the alleged noncompliance or default; (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30)-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

19.4 In the event Grantee fails to respond or contests the City’s Noncompliance Notice or that the alleged default is not remedied within thirty (30) days or the date projected by Grantee (provided such projection is also acceptable to the City), the City may schedule a recorded public hearing to investigate the alleged default. Such public hearing may be held no less than thirty (30) business days therefrom. The City shall notify Grantee in writing of the time and place of such public hearing and provide Grantee with a reasonable opportunity to be heard, to present evidence in its defense, and to question witnesses. Grantee shall be provided a copy of the record of the hearing.

19.5 If, after the hearing, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or breach within such reasonable timeframe as the City shall determine or assess and collect liquidated damages in the amount of one hundred dollars (\$100.00) per day for up to a maximum of ninety (90) days. In the event Grantee does not cure the default within such time to the City’s reasonable satisfaction, the City may pursue any other legal or equitable remedy available under this Franchise or applicable law.

19.6 Final Determination Subject to Appeal. The Grantee may appeal the City’s final determination and resulting actions to a court of competent jurisdiction.

20. Remedies Cumulative. All remedies under this Franchise are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall the exercise of a remedy or the payment of liquidated damages or penalties relieve Grantee of its obligations to comply with this Franchise. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity. Recovery by the City of any amounts under insurance, the performance bond, or otherwise, does not limit a Grantee’s duty to indemnify the City in any way; nor shall such recovery relieve Grantee of its obligations under this Franchise prevent the City from exercising any other right or remedy it may have.

21. Modification. The City and the Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

22. Revocation. The rights granted under this Franchise may be revoked for a Material Violation of this Franchise subject to the proceedings in Section 19.

23. No Waiver. The failure of the City to insist on timely performance or compliance by Grantee shall not constitute a waiver of the City’s right to later insist on timely performance or compliance by Grantee. The failure of the City to enforce any provision of LMC Chapter 12.08 on any occasion shall not operate as a waiver or estoppel of this right to enforce any provision of LMC Chapter 12.08 on any other occasion, nor shall the failure to enforce any prior ordinance, law or contractual provision affecting Grantee’s facilities act as a waiver or estoppel against

application of LMC Chapter 12.08, this Franchise or any other provision of applicable law.

24. City Ordinances and Regulations. Grantee agrees to comply with all applicable federal, state and generally applicable local laws, ordinances, rules and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Neither the granting of this Franchise, nor any provision thereof, shall constitute a waiver or bar to the exercise of any police power, or regulatory power of the City as may exist at the time this Franchise is issued or thereafter be obtained. Nothing herein shall be deemed to direct or restrict or expand the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any generally applicable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any Telecommunications Facilities by the Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause the Grantee to violate other requirements of law. If there a conflict between the Franchise and City ordinance, the terms of this Franchise shall prevail.

25. Severability. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional 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 Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

26. Assignment.

26.1 Neither this Franchise nor any interest therein shall be leased, sold, partitioned, transferred, assigned, disposed of, or otherwise subject to a change in the identity of the Grantee (each such activity, a "Transfer"), in whole or in part, in any manner, without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Should any such Transfer be approved by the City, then each and every one of the provisions, conditions, regulations and requirements contained in this Franchise shall be binding upon the approved transferee beginning on the date of the Transfer, and all privileges, as well as all obligations and liabilities of the Grantee shall inure to such transferee equally as if such transferee was specifically mentioned wherever the Grantee is named herein. Notwithstanding the foregoing, Grantee may, without consent of the City, assign its interest in this Franchise to any person or entity controlling, controlled by, or under common control with Grantee as of the date of such assignment. The Transfer of the Franchise shall not constitute a waiver or release of any rights of the City.

26.2 In the case of a Transfer to secure indebtedness, whether by mortgage or other security instrument, the City's consent shall not be required unless and until the secured party elects to realize upon the collateral. The Grantee shall provide prompt, written notice to the City, of any assignment to secure indebtedness.

26.3 Any attempt by Grantee to Transfer this Franchise in violation of this Section 26 shall constitute a material breach by Grantee.

27. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:
City of Longview
Attn: Chris Collins
Public Works Director
PO Box 128, 1525 Broadway St
Longview, WA 98632
Email: publicworks@ci.longview.wa.us

Grantee:
Forged Fiber 37, LLC c/o AT&T
Attn: Legal Dept – Network Operations
Re: Longview Franchise Agreement (WA)
208 S. Akard Street
Dallas, TX 75202-4206
E-mail: FF_Right_Of_Way@att.com

28. Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to Grantee by reason of such vacation. The City shall notify Grantee in writing not less than one hundred-eighty (180) days before vacating all or any portion of any such area in which Grantee has Telecommunications Facilities. The City may, after one hundred-eighty (180) days written notice to Grantee, terminate this Franchise with respect to such vacated area.

29. Annexation. If any public right-of-way, or portion thereof, is incorporated into the limits of the City, it shall be subject to the terms of this Franchise.

28. Condition of Facilities. Grantee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner suitable to the City. Additionally, Grantee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services.

29. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the substantially prevailing party shall be entitled to recover all of its costs, expenses, and attorneys' fees as may be awarded by the court.

30. Hazardous Substances. Grantee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Grantee allow any of its agents, contractors or any person under its control to do the same. Grantee will be solely responsible for and will defend, indemnify and hold the City, its agents, employees, officers, officials, volunteers, and representatives harmless from and against any and all direct claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances or the use, storage or disposal of such substances by Grantee's agents, contractors or other persons acting under Grantee's control.

32. Acceptance. Acceptance shall occur upon Grantee's filing with the City Engineer all of the following: (i) this executed Franchise; (ii) certificate of insurance and additional insured endorsement pursuant to Section 18; and (iii) establishment of the performance bond required pursuant to Section 19. The effective date of this Franchise shall be the date upon which Grantee has filed all of the acceptance documents listed in the preceding sentence (the "Effective Date"). Acceptance shall occur within sixty (60) days after the approval of the Franchise by the City and receipt of the approved document by the Grantee.

33. Governing Law. This Franchise is subject to and shall be governed by all applicable

provisions now existing or hereafter amended of federal, State and generally applicable local laws and regulations. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Cowlitz County Superior Court.

34. Survival. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its legal representatives, successors and assigns equally as if they were specifically mentioned wherever the Grantee is named herein.

35. Miscellaneous.

35.1 City and Grantee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

35.2 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

35.3 This Franchise may be enforced at both law and equity.

35.4 This Franchise may be executed in duplicate counterparts, each of which shall be deemed an original.

35.6 **Force Majeure.** Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control, including war, riots or civil disturbances, floods or other natural catastrophes, pandemics, labor stoppages, slowdowns, availability of materials, labor or equipment, power outages or work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantees Telecommunications Facilities are attached.

IN WITNESS WHEREOF, this Franchise is entered into and granted on [insert date], by and between the City of Longview (“City”), a Washington municipal corporation, and Forged Fiber 37, LLC (“Grantee”). Grantee accepts all of the terms and conditions of this Franchises as of the Effective Date.

CITY OF LONGVIEW:

Mayor Spencer Boudreau

Date

[Grantee Acceptance on Following Page]

STATEMENT OF ACCEPTANCE

Forged Fiber 37, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the Franchise attached hereto and incorporated herein by this reference.

FORGED FIBER 37, LLC

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)
)ss
COUNTY OF _____)

On this ____ day of _____, 2025, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, [Signatory's Name] of Forged Fiber 37, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____.

MY COMMISSION EXPIRES: _____



City of Longview

Agenda Summary

RESOLUTION NO. 2587 - FEMA ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AWARD

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2587 ACCEPTING THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT AWARD OF \$487,662.46, AUTHORIZING THE REQUIRED 10% MATCH OF \$48,766.25, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS

COUNCIL INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The Longview Fire Department was awarded a FEMA Assistance to Firefighters Grant (AFG) to replace aging and expiring personal protective equipment and communications equipment. The project will purchase 27 sets of firefighter turnout gear and 45 portable radios that are at or beyond recommended service life. These items improve firefighter safety, operational reliability, and compliance with current best practices.

The FEMA AFG program requires a local cost share in addition to the federal award. Under 15 U.S.C. § 2229(k)(1), jurisdictions serving more than 20,000 but fewer than 1,000,000 residents must provide a 10% non-federal match. FEMA confirms this match is in addition to—not included within—the awarded federal funds, resulting in a total project cost that combines both the grant and the local share.

Alignment with City Goals:

Enhances public safety and emergency response capacity
Improves firefighter safety and readiness
Leverages external funding to reduce local cost burden

Alternatives:

Approve as recommended: Maximizes grant benefit and timely procurement.
Decline or defer - Forfeits the award and delays replacement of critical safety equipment

FINANCIAL SUMMARY:

Grant Award: \$487,662.46
Local Match (10%): \$48,766.25
Total Project Cost: \$536,428.71

The local match will be funded within the current Fire Department budget; no additional appropriation is required. Ongoing maintenance and replacement will be planned through existing capital replacement schedules.

RECOMMENDED ACTION:

Motion to adopt Resolution No. 2587 accepting the FEMA Assistance to Firefighters Grant award of \$487,662.46 authorizing the required 10% match of \$48,766.25, and authorizing the city Manager or designee to execute all related grant documents.

STAFF CONTACT:

Brad Hannig, Fire Chief

Attachments:

1. Resolution 2587 - Accepting FEMA Grant

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AWARD
AND APPROVING THE REQUIRED LOCAL MATCH.

WHEREAS, the City of Longview Fire Department has been awarded a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$487,662.46 for the purchase of firefighter turnout gear and portable radios to replace expiring and outdated safety equipment; and

WHEREAS, the FEMA AFG Program requires a 10 percent (10%) local match, which is in addition to the federal award, resulting in a total project cost of \$536,428.71; and

WHEREAS, the City Council previously concurred with the renegotiation of contract service area agreements, the proceeds of which have been allocated back to the Fire Department's depreciation account, thereby providing sufficient funds within the approved budget to satisfy the local match requirement; and

WHEREAS, acceptance of this award advances the City's goals of improving firefighter safety, enhancing operational reliability, and leveraging external funding to reduce the local financial burden;

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

1. That the City Council hereby accepts the FEMA Assistance to Firefighters Grant award in the amount of \$487,662.46 and authorizes the required 10% local match of \$48,766.25, for a total project cost of \$536,428.71.
2. That the City Manager, or designee, is hereby authorized to execute all necessary grant agreements, certifications, and related documents to effectuate this action.
3. That this resolution shall take effect immediately upon passage.

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

Mayor this 23rd day of October, 2025.

Spencer Boudreau, Mayor

ATTEST:

Tiffany Ostreim, City Clerk

APPROVED AS TO FORM:

James Goodman, City Attorney



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

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

FIRST HALF OCTOBER 2025 ACCOUNTS PAYABLE: \$2,222,258.12

FIRST HALF OCTOBER 2025 PAYROLL:

\$3,488.95, checks
\$1,072,347.35, direct deposits
\$663,609.37, wire transfers
\$1,739,445.67 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Sara Rios, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

RESOLUTION NO. 2585 - SURPLUS PROPERTY

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2585

DATE: October 23, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The equipment identified in Exhibit "A" (surplus request forms) of the attached resolution has been determined by staff to be no longer needed. Before these items can be sold, traded-in, or otherwise disposed of, they must be declared surplus. This resolution will declare these items surplus and authorize the City Manager to sell or otherwise dispose of it.

RECOMMENDED ACTION:

Motion to adopt Resolution No. 2585

STAFF CONTACT:

City Manager Jennifer Wills

Attachments:

1. Resolution 2585 - Surplus City Property
2. IT Surplus
3. Fleet Surplus

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN PROPERTY DEEMED TO BE SURPLUS TO THE REASONABLE FORESEEABLE NEEDS OF THE CITY OF LONGVIEW.

WHEREAS, certain items of equipment belonging to the City of Longview are obsolete and no longer used by the City; and

WHEREAS, the value, obsolescence and condition of these items of inventory make it impractical to trade the same in on future purchases of new inventory items from the list of assets of the City, and to obtain the maximum return for said inventory items, it would be in the best interest of the City to dispose of the same in a manner that will be to the best advantage to the City of Longview;

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

1. Based upon the finding and recommendations of the City Manager of said City, the items of inventory belonging to said City as shown on "Exhibit A" (surplus request forms), attached hereto and incorporated herein by this reference, are declared to be surplus to the foreseeable needs of the City.

2. That it is deemed to be for the common benefit of the residents of said City to dispose of said items of inventory.

3. That the City Manager is authorized to dispose of items listed on "Exhibit A" (surplus request forms), attached hereto, in a manner that will be to the best advantage to the City of Longview.

PASSED by the City Council of Longview, Washington, and approved by its
Mayor this 23rd day of October, 2025.

Mayor

ATTEST:

City Clerk



Date 10/9/25

*Method of Disposal Codes: **A** = auctioneer handled through Fleet Dept., **B** = sealed bid process, **D** = dispose as scrap metal, **E** = ebay or similar, **G** = government transfer, **I** = inter-department transfer **N** = donate to nonprofit, **O** = other, **S** = state surplus program, **T** = trash

Date: 10/13/25

Council Approval Date: 10-23-25

ASSET DECOMMISSION LIST

Completed Form Date: 10/9/25

	<u>Asset Number</u>	<u>Category</u>	<u>Description</u>	<u>Serial Number</u>
1	0260	network	Cisco CAT2960	FOC1322Y088
2	0316	network	Cisco ASA5510	JMX1420L29U
3	0389	network	Cisco CAT2960	FDO1406X0KS
4	0971	network	Meraki MR72	Q2DK-L2EY-CEGY
5	1174	laptop	Dell Latitude 7470	FSCDBG2
6	1412	printer	Epson TM--S9000	RXNF055006
7	1488	computer	Dell OptiPlex 7050 SFF	56LLMN2
8	1733	computer	Dell OptiPlex 5060 MFF	JVCBCS2
9	1801	laptop	Dell XPS 13	8WYZZW2
10	1802	laptop	Dell XPS 13	F97YZW2
11	1826	printer	Epson TM-S9000	RXNF064772
12	1832	laptop	Dell Latitude 3301	5CPCVZ2
13	1844	tablet	Apple iPad 4G	DMPX-MK6C-JF89
14	1847	laptop	Dell Latitude 5510	8N1CM53
15	1854	laptop	Dell Latitude 5510	5MQ1N53
16	1858	laptop	Dell Latitude 5510	7GB0N53
17	1863	laptop	Dell Latitude 5510	CM63M53
18	1864	laptop	Dell Latitude 5510	7QCFM53
19	1865	laptop	Dell Latitude 5510	8XK0N53
20	1866	laptop	Dell Latitude 5510	3Q4DM53
21	1867	laptop	Dell Latitude 5510	B6P1N53
22	1869	laptop	Dell Latitude 5510	GLB0N53
23	1870	laptop	Dell Latitude 5510	71RDM53
24	1872	laptop	Dell Latitude 5510	3NXDM53
25	1874	laptop	Dell Latitude 5510	5L0FM53
26	1876	laptop	Dell Latitude 5510	FBKDM53
27	1877	laptop	Dell Latitude 5510	JJ0N53
28	1878	laptop	Dell Latitude 5510	666FM53
29	1879	laptop	Dell Latitude 5510	JBWDM53
30	1880	laptop	Dell Latitude 5510	3N5DM53
31	1883	laptop	Dell Latitude 5510	3H7CM53
32	1884	laptop	Dell Latitude 5510	5G8CM53
33	1885	laptop	Dell Latitude 5510	BSVDM53
34	1887	laptop	Dell Latitude 5510	9KTCM53
35	1891	laptop	Dell Latitude 5510	JG0FM53
36	1892	laptop	Dell Latitude 5510	2XCFM53
37	1893	laptop	Dell Latitude 5510	7VCFM53
38	1894	laptop	Dell Latitude 5510	65QDM53
39	1895	laptop	Dell Latitude 5510	8JK0M53
40	1898	laptop	Dell Latitude 5510	4LR0N53
41	1899	laptop	Dell Latitude 5510	9PCDM53
42	1902	laptop	Dell Latitude 5510	CRCFM53
43	1904	laptop	Dell Latitude 5510	BWP1N53
44	1906	laptop	Dell Latitude 5510	25DZM53
45	1908	laptop	Dell Latitude 5510	BQQ1N53
46	1909	laptop	Dell Latitude 5510	18BFM53
47	1910	laptop	Dell Latitude 5510	45S1N53
48	1911	laptop	Dell Latitude 5510	2Y30N53
49	1915	laptop	Dell Latitude 5510	G4PBM53
50	1916	laptop	Dell Latitude 5510	H9R1N53
51	1917	laptop	Dell Latitude 5510	3Y62M53
52	1918	laptop	Dell Latitude 5510	1BTN53
53	1920	laptop	Dell Latitude 5510	2ZR2M53
54	1921	laptop	Dell Latitude 5510	J5D0N53
55	1922	laptop	Dell Latitude 5510	7SMCM53

56	1926	laptop	Dell Latitude 5510	42S2M53
57	1927	laptop	Dell Latitude 5510	1DD0N53
58	1928	laptop	Dell Latitude 5510	GL0FM53
59	1929	laptop	Dell Latitude 5510	GP7BM53
60	1932	laptop	Dell Latitude 5510	9RXDM53
61	1933	laptop	Dell Latitude 5510	G4B1N53
62	1938	laptop	Dell Latitude 5510	8B0FM53
63	1945	laptop	Dell Latitude 5510	H1L0N53
64	1947	laptop	Dell Latitude 5510	CVP0N53
65	1949	laptop	Dell Latitude 5510	2NK2M53
66	1953	laptop	Dell Latitude 5510	C4D0N53
67	1954	laptop	Dell Latitude 5510	4ZQ2M53
68	1955	laptop	Dell Latitude 5510	HL53M53
69	1957	laptop	Dell Latitude 5510	356FM53
70	1958	laptop	Dell Latitude 5510	6BS1N53
71	1963	laptop	Dell Latitude 5510	316FM53
72	1966	laptop	Dell Latitude 5510	9PXD53
73	1968	laptop	Dell Latitude 5510	JORDM53
74	1969	laptop	Dell Latitude 5510	BPXD53
75	1973	laptop	Dell Latitude 5510	H8D0N53
76	1980	laptop	Dell Latitude 5510	55D0N53
77	1984	laptop	Dell Latitude 5510	JG4FM53
78	1987	laptop	Dell Latitude 5510	90W2M53
79	1990	laptop	Dell Latitude 5510	62B1N53
80	1993	laptop	Dell Latitude 5510	HQ63M53
81	1994	laptop	Dell Latitude 5510	1DK0M53
82	2002	laptop	Dell Mobile Precision 3551	8D1K163
83	2004	laptop	Dell Mobile Precision 3551	48HJ163
84	2005	laptop	Dell Mobile Precision 3551	817K163
85	2006	laptop	Dell Mobile Precision 3551	HZRK163
86	2007	laptop	Dell Mobile Precision 3551	CG9J163
87	2009	laptop	Dell Mobile Precision 3551	D47K163
88	2011	laptop	Dell Mobile Precision 3551	G6HJ163
89	17-0049	phones	Samsung S20	RFCT20W4TVF
90	17-0077	phone	Samsung Galaxy S20	IMEI 353173654169547
91	17-0160	tablet	TCL Tab Pro 5G	IMEI 358861400245935
92	17-0161	tablet	TCL Tab Pro 5G	IMEI 358861400251594
93	17-0173	printer	Epson TM-S9000II	X58B005118
94	17-0177	tablet	TCL Tab Pro 5G	IMEI 358861400162387
95	17-0186	tablet	Samsung Galaxy Tab S5e	R32N10045ND
96	17-0211	phone	Apple iPhone SE	IMEI 350393289412863
97	17-0268	phone	Apple iPhone SE	IMEI 35 075750 613789 3
98	17-0269	phone	Apple iPhone SE	IMEI 35 439868 631211 7
99	17-0270	phone	Apple iPhone SE	IMEI 35 075750 750966 0
100	17-0271	phone	Apple iPhone SE	IMEI 35 439868 751713 6
101	22-0005	phone	Apple iPhone SE	
102	22-0006	phone	Apple iPhone SE	
103	22-0007	phone	Apple iPhone SE	
104	22-0008	phone	Apple iPhone SE	
105	25-0007	phone	Apple iPhone XR	353073591792296
106	25-0015	phone	Apple iPhone XR	356853118659897
107	25-0016	phone	Apple iPhone XR	354065524612046
108	25-0019	phone	Samsung Galaxy	
109	25-0020	phone	Samsung Galaxy s8	356846116904661
110	25-0022	phone	Apple iPhone SE	356846116904661
111	25-0023	phone	Apple iPhone 7	35946308916633
112	34-0036	tablet	Samsung	360.430.6129
113	34-0041	phone	Apple iPhone	
114	34-0043	phone	Samsung	
115	34-0046	phone	Apple iPhone	
116	34-0048	phone	Apple iPhone	

117	34-0051	tablet	samsung	360.200.2852
118	34-0052	tablet	Samsung	360.430.5298
119	34-0053	tablet	Samsung	360.560.1529
120	35-0022	phone	Apple iPhone	
121	35-0031	phone	Apple iPhone	
122	35-0034	tablet	Samsung	360.430.3979
123	35-0035	tablet	Samsung	360.430.6826
124	35-0036	tablet	Samsung	360.560.0815
125	35-0038	tablet	Samsung	360.430.6703
126	46-0002	tablet	Apple iPad 4G	DMPX-MK6C-JF89
127	4741	SAN	EMC VNX5200 Block	APM00152417146
128	4742	server	EMC DD2500	MD100161000631
129	4746	server	EMC DD2500	FLA00152700099
130	4770	SAN	EMC SAN upgrade	multiple
131	4806	SAN	Dell EMC Unity 380X	APM00200340100
132	4807	SAN	Dell EMC DS6505 Switch	BRCCCD1925Q05X
133	4808	SAN	Dell EMC DS6505 Switch	BRCCCD1925Q05F
134	4809	SAN	Dell EMC DD6300	CF2AT190300099
135	4810	copier	Toshiba Toshiba eStudio 8518	C2KJ22196



Date	10/16/25
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Method of Disposal Codes:* **A = auctioneer handled through Fleet Dept., **B** = sealed bid process, **D** = dispose as scrap metal, **E** = ebay or similar, **G** = government transfer, **I** = inter-department transfer **N** = donate to nonprofit, **O** = other, **S** = state surplus program, **T** = trash

Council Approval Date: 10-23-2025



City of Longview

Agenda Summary

LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA) MEMORANDUM OF AGREEMENT JANUARY 1, 2026 – DECEMBER 31, 2027

RECOMMENDED ACTION:

APPROVAL OF THE LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION (EBA) MEMORANDUM OF AGREEMENT JANUARY 1, 2026 – DECEMBER 31, 2027.

DATE: October 23, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On August 11, 2025 the Longview Employees' Bargaining Association (EBA) and the City reached a Tentative Agreement on a Memorandum of Agreement to extend the current Collective Bargaining agreement for 2026-2027.

EBA notified the City of its 110 member ratification on October 13, 2025. The parties agreed to a two-year extension of the current Collective Bargaining Agreement with the update of wage increases as follows:

Effective January 1, 2026: A general wage increase of 3% and 0.5% adjustment to wages.

Effective January 1, 2027: A general wage increase of 3% and 0.5% adjustment to wages

Additionally, all local EBA 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 \$825 per month to a personal VEBA account. Dental plans remain at 80% employer paid.

RECOMMENDED ACTION:

Motion to approve Longview Employees' Bargaining Association (EBA) Memorandum of Agreement January 1, 2026 - December 31, 2027.

STAFF CONTACT:

Human Resources Director Sabrina Fraidenburg

Attachments:

1. Memorandum of Agreement

**MEMORANDUM OF UNDERSTANDING
BETWEEN:
CITY OF LONGVIEW
AND
LONGVIEW EMPLOYEES' BARGAINING ASSOCIATION**

The City of Longview (the "City") and Longview Employees' Bargaining Association (the "Union") collectively referred to as "the Parties," enter into this Memorandum of Agreement ("MOA") for purposes of extending the current Collective Bargaining Agreement (CBA).

WHEREAS:

1. The Parties are currently bound by a Collective Bargaining Agreement ("CBA") effective from January 1, 2023, through December 31, 2025; and
2. The Parties wish to extend the term of the current CBA for an additional two (2) years; and
3. The Parties agree to maintain all terms and conditions of the current CBA during the extended period, with specific adjustments to wages as set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Extension of Agreement:
The term of the current Collective Bargaining Agreement shall be extended for an additional two (2) years, now expiring on December 31, 2027.
2. Cost-of-Living Adjustments (COLA) and Wage Adjustments:
 - a. Effective January 1, 2026, all employees covered under the Agreement shall receive:
 - A three percent (3%) Cost-of-Living Adjustment (COLA); and
 - An additional one-half percent (0.5%) wage adjustment to base pay.
 - b. Effective January 1, 2027, all employees covered under the Agreement shall receive:
 - A three percent (3%) Cost-of-Living Adjustment (COLA); and
 - An additional one-half percent (0.5%) wage adjustment to base pay.
3. No Other Changes:
Except as specifically modified by this MOA, all other terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect throughout the extended term.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the dates written below.

DATED: August, 2025

October
4F
BL

CITY OF LONGVIEW

Date

LONGVIEW EBA

[Signature]

10/9/2025

Date

10/9/25



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

AGENDA TITLE: SET PUBLIC HEARING FOR NOVEMBER 13, 2025 FOR THE PROPOSED REVENUE SOURCES FOR THE 2026 GENERAL FUND BUDGET

DATE: October 23, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

RCW 84.55 requires cities that collect regular property tax levies to hold a public hearing on the revenue sources for the following year's current expense budget. The hearing must include consideration of possible increases in the property tax revenues and shall be held prior to the time that the City levies the taxes or makes the request to have the taxes levied. Adoption of the 2026 property tax levy and Ad Valorem Tax Resolution has been scheduled for November 13, 2025. Budget and levy certifications are due to Cowlitz County no later than November 17, 2025.

RECOMMENDED ACTION:
Motion to set public hearing for November 13, 2025 for the proposed revenue sources for the 2026 General Fund Budget.

STAFF CONTACT:
Jennifer Wills, City Manager



City of Longview

Agenda Summary

UPDATE TO COUNCIL ON COMPREHENSIVE PLAN UPDATE PROCESS, INCLUDING EARLY PUBLIC PARTICIPATION OPPORTUNITIES AND PROSPECTIVE TIMELINES

RECOMMENDED ACTION:

PROVIDE FEEDBACK AS DESIRED; NO ACTION NEEDED

COUNCIL INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City is kicking off the process for the periodic update to the Comprehensive Plan as required under RCW 36.70A.130(4) for partially planning jurisdictions. Under the Growth Management Act (GMA), partially planning jurisdictions must review and revise, if necessary, their Critical Areas Ordinance, natural resource lands designations, and other sections in the Comprehensive Plan and/or municipal codes as necessary to comply with recent legislation. City staff will present the draft public participation plan for early involvement and the prospective timelines for update process.

STAFF CONTACT:

Nick Little, CED Director

Nick.little@ci.longview.wa.us

Attachments:

1. Comp Plan Memorandum
2. CP update - Public Participation Plan



To: Longview City Council
From: Nick Little, Community Development Director
Meeting: October 23, 2025
Subject: Comprehensive Plan Update Path Forward

The City is kicking off the process for the periodic update to the Comprehensive Plan as required under RCW 36.70A.130(4) for partially planning jurisdictions. Under the Growth Management Act (GMA), partially planning jurisdictions must review and revise, if necessary, their Critical Areas Ordinance, natural resource lands designations, and other sections in the Comprehensive Plan and/or municipal codes as necessary to comply with recent legislation.

Staff has developed a basic public participation plan that outlines the methods that the City will use to solicit public comment and involvement throughout the process. Initial engagement efforts will include education on the Plan and will involve Planning Commission workshops and a minimum of one community meeting. These early efforts are meant to give an overview of the Comprehensive Plan and solicit early comments before updates are made to the Plan. The second large push for public engagement will occur later in the process and involve reviewing draft changes to the Plan. Regardless, public comment will be available at any time throughout the process.

While the Comprehensive Plan is the primary plan getting updated, there will be other updates to several codes that will occur on a rolling basis over the next one to three years. Of these, only the updates to the Critical Areas

Ordinance and any STEP housing updates strictly follow the timelines associated with the Comprehensive Plan. The Comprehensive Plan, Critical Areas Ordinance, and STEP housing updates are required to be completed by December 31, 2026.

The schedule below and information in the attached Public Participation Plan provide a general framework for our path forward.

Public Participation Opportunities

Public Workshop Schedule

- Planning Commission, November 5, 2025
- Central Community Meeting, December 2025/January 2025
- Planning Commission, December 3, 2025
- Planning Commission, January 6, 2026
- Optional: Second Community Meeting, January 2026

Other Outreach

- Project Website, City of Longview

Methods of Notification

- Publish notices in *The Daily News*
- Longview Lowdown
- City Press Release
- City Website – Frontpage and CED website
- Local Media – KLTV, KLOG, KUKN
- Physical Posting – Library, City Hall, etc.

Prospective Timeline(s)

October to November 2025 - Initial Chapter Review by Staff

- Data that needs updating, locating sources, acquiring data
- Identify G&P that are outdated or have been met
- Review relative to current ordinances, identify needed updates
- Look for other inconsistencies or outdated text/references
- Gather visioning info and data from City PIO from recent efforts

November 2025 to February 2026 - Public Meetings & Public Outreach

- Revisit Vision and goals at public meetings, solicit feedback
- Ongoing Planning Commission review and feedback
- Sort and categorize feedback (matrix)

January 2026 to May 2026 - Revise and Assemble Draft Chapters

- Make changes using data from initial review and public meetings
- Confirm compliance with required update elements

May 2026 to October 2026 - Final Reviews and Adoption

- SEPA Determination
- Planning Commission workshops/hearings
- Combined PC/CC Workshop
- City Council hearings

Comprehensive Plan Chapters, Planning Commission Workshop Schedule

- Introduction (November)
- Natural Environment (November)
- Historic Preservation (November)
- Energy and Telecommunications (December)
- Transportation and Circulation (December)
- Public Facilities, Utilities, and Services (December)
- Land Use (January)
- Housing (January)
- Economic Development (January)

2025 Legislation Potentially Requiring Local Code Updates and Associated Deadlines

Lot Splitting	ESSB 1096	July 27, 2027
Existing Building Conversion	HB 1757	June 30, 2026
Parking Preemption	HB 5184	May 2028
Child Care Zoning	ESSB 5509	May 2027
Cannabis Advertising	ESB 5206	January 1, 2026
Organics Waste Management	HB 1497	July 2026
Curbside Recycling, EPR	SB 5184	
Comprehensive Plan Update	RCW 36.70A.130	December 31, 2026
Critical Areas Update	RCW 36.70A.130	December 31, 2026

City of Longview, Washington
Public Participation Plan
2025 Periodic Comprehensive Plan Update

1. Purpose

This Public Participation Plan outlines how the City of Longview will involve the community in the 2025 periodic update of its Comprehensive Plan, in accordance with RCW 36.70A.130. As a jurisdiction partially planning under the Growth Management Act (GMA), Longview is committed to ensuring early and continuous public participation that is inclusive, transparent, and accessible to all residents.

2. Goals

- Promote broad community awareness and understanding of the Comprehensive Plan update.
 - Provide meaningful opportunities for public input at key stages of the process.
 - Engage a diverse cross-section of Longview's population.
 - Ensure compliance with state requirements while tailoring outreach to local needs.
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3. Guiding Principles

- **Early and Continuous Involvement:** Engage the public from the beginning and throughout the process.
 - **Accessibility:** Use plain language and provide materials in formats accessible to all.
 - **Transparency:** Clearly communicate how public input is used in decision-making.
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4. Engagement Tools

To reach Longview's approximately 38,000 residents, the City will use a variety of tools:

- **Project Website:** A dedicated webpage with updates, documents, timelines, and comment forms.

- **Planning Commission Meetings and Community Meetings:** Use established public meetings of the Planning Commission to facilitate public input. Hold at least one to two community meetings outside of the Planning Commission to facilitate input.
 - **Community Survey(s):** Online and paper surveys to gather broad input. Use recent survey efforts from the City's Public Information as background data.
 - **Community Newsletters and Email:** Regular updates via established community newsletters from the City such as the "Longview Lowdown" and "From the Desk of the City Manager."
 - **Local Media:** Press releases and public notices in *The Daily News*, KLTV, and /or local radio stations.
 - **Stakeholder Contact:** Direct outreach and engagement with neighborhood associations, business groups, youth, and underserved populations.
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5. Public Comment Procedures

- Comments will be accepted via email, mail, online forms, and at public meetings.
 - All comments will be documented and considered in plan revisions.
 - A summary of public input and responses will be published at key stages.
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6. Notification Methods

- Legal notices in *The Daily News*.
 - Direct mail or email to interested parties and stakeholder lists.
 - Announcements on the City's website and social media platforms.
 - Flyers posted at City Hall, the library, and community centers.
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7. Evaluation and Updates

This plan may be updated to reflect new outreach opportunities or community needs. Any changes will be posted publicly and shared with stakeholders.



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

AGENDA TITLE: SELECTION OF CITY MANAGER PERFORMANCE REVIEW SUBCOMMITTEE

DATE: 10/23/2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED: N/A

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

2025 Annual Performance Review process for the City Manager is as follows:

Step 1: Self-Evaluation

The City Manager completes a self-assessment form summarizing achievements, challenges, and goals.

Step 2: Council Member Input

Each Councilmember completes an evaluation form (numeric scale and narrative) based on agreed-upon criteria. Council selects up to 3 members to participate in a subcommittee.

Step 3: Consolidation

The Human Resources Director compiles the results into a summary report. Council subcommittee drafts a final document for review by the entire Council.

Step 4: Evaluation Meeting

An executive session is held to finalize the evaluation, and the Council reviews the findings and discusses performance with the City Manager.

Step 5: Performance Summary

A written performance summary is finalized and signed by both the Council and the City Manager.

Step 6: Goal Setting

Goals and expectations for the upcoming year are established.

2025 Timeline

October 1-15: City Manager Self-Evaluation

October 16-31: Council Evaluation

October 23: Council selects sub-committee

November 1-6: HR Director to compile results

November 10-13: Council sub-committee meets

November 13: Executive Session for performance of a public employee – Council discussion

December 11: Executive Session for performance of a public employee – Finalize review with City Manager

January TBD: Establish 2026 Goals for City Manager

As outlined above, Step 2 includes Council's discretion to select up to 3 members to participate in a Council subcommittee.

RECOMMENDED ACTION:

Council to select up to 3 members to participate in a subcommittee.

STAFF CONTACT:

Sabrina Fraidenburg, Human Resources Director



City of Longview Policies and Procedures

Policy Name: City Manager Performance Review		Effective Date: June 2025
Supercedes:	Originating Office: Human Resources	Approved by: City Council
Responsible Office/Person: Human Resources/Human Resources Director		

PURPOSE OF THIS POLICY:

To establish a structured process for evaluating the City Manager's performance, fostering development, recognizing achievements, and aligning Council goals with organizational objectives.

DEPARTMENTS AFFECTED:

This policy applies to the City Manager and Council.

DEFINITIONS:

Annual Review: Conducted at the end of each calendar year.

Mid-Year Review: A check-in mid-year to assess progress and make adjustments.

POLICY:

100.1 Councilmember Expectations

All Councilmembers are expected to complete the City Manager evaluation form by the specified time.

Individual Councilmember evaluation comments and ratings are to remain confidential during the evaluation process.

100.2 City Manager Evaluation Criteria

Evaluations should be based on:

- Community Relations
- Intergovernmental Relations
- Council Communications & Relations
- Organizational Management & Employee Relations
- Strategic Leadership & Fiscal Stewardship
- Crisis & Emergency Leadership
- Any goals or performance objectives agreed upon in the prior review

PROCEDURE:

120.1 Annual Evaluation Process – Each Calendar Year

Step 1: Self-Evaluation

The City Manager completes a self-assessment form summarizing achievements, challenges, and goals.

Step 2: Council Member Input

Each Councilmember completes an evaluation form (numeric scale and narrative) based on agreed-upon criteria. Council selects up to 3 members to participate in a subcommittee.

Step 3: Consolidation

The Human Resources Director compiles the results into a summary report. Council subcommittee drafts a final document for review by the entire Council.

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An executive session is held to finalize the evaluation, and the Council reviews the findings and discusses performance with the City Manager.

Step 5: Performance Summary

A written performance summary is finalized and signed by both the Council and the City Manager.

Step 6: Goal Setting

Goals and expectations for the upcoming year are established.

120.2 City Manager Response

If the City Manager disagrees with the evaluation, they may submit a written response to be included in the official record.

120.3 Mid-Review Evaluation Process

An executive session is held midway through the evaluation cycle to review the City Manager's performance including recognizing accomplishments, reviewing progress on the established goals, updating the goals if needed, and discuss any areas for improvement.