



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, November 13, 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
25-00937 MARK SCHMUTZ, NORTHLAKE CHURCH
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES
25-00624 OCTOBER 23, 2025 REGULAR MEETING
25-001016 NOVEMBER 6, 2025 SPECIAL MEETING/WORKSHOP
6. CHANGES TO THE AGENDA

7. PRESENTATIONS & AWARDS**8. CONSTITUENTS' COMMENTS - NON-AGENDA ITEMS (Thirty Minutes)****9. PUBLIC HEARINGS**

25-001015 RESOLUTION NO. 2589 - AUTHORIZING THE AD VALOREM TAX LEVY FOR 2026

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2589

10. CONSTITUENTS' COMMENTS - AGENDA ITEMS (Thirty Minutes)**11. BOARD & COMMISSION RECOMMENDATIONS****12. ORDINANCES & RESOLUTIONS**

25-001020 RESOLUTION NO. 2590 - APPROVING PROFESSIONAL SERVICES AGREEMENT WITH LOVE OVERWHELMING FOR THE OPERATION OF THE LONGVIEW SEVERE WEATHER SHELTER

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2590 APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH LOVE OVERWHELMING

25-00992 RESOLUTION NO. 2584 - SETTING RATES AND MINIMUM CHARGES FOR STORMWATER UTILITY SERVICES AND REPEALING RESOLUTION NO. 2515

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2584

25-001033 RESOLUTION NO. 2592 - INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR JAIL SPACE AT COWLITZ COUNTY JAIL

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2592

25-001037 RESOLUTION 2594 - APPROVING AN ADJUSTMENT TO THE COMPENSATION PAID TO WASTE CONTROL, INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES PURSUANT TO THE EXISTING SOLID WASTE SERVICES CONTRACT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2594

13. MAYOR'S REPORT

25-001039 REPEALING ORDINANCE NO. 3474 - ADDITIONAL SALES AND USE TAX OF 1/10TH OF ONE PERCENT FOR HOUSING AND RELATED SERVICES

RECOMMENDED ACTION:

MOTION TO DIRECT STAFF TO BRING BACK AN ORDINANCE REPEALING ORDINANCE 3474, ENDING THE INTERLOCAL AGREEMENT WITH LONGVIEW HOUSING AUTHORITY (HOUSING OPPORTUNITIES OF SOUTHWEST WASHINGTON), REPLACE WITH ORDINANCE IMPOSING A SALES AND USE TAX OF UP TO 1/10TH OF 1% FOR PUBLIC SAFETY PURPOSES, AND BRING BACK A SPENDING PLAN IDENTIFYING POTENTIAL PUBLIC SAFETY AND BEHAVIORAL HEALTH INITIATIVES ON OR BEFORE THE DECEMBER 11 REGULAR COUNCIL MEETING

14. COUNCILMEMBERS' REPORTS**15. CONSENT CALENDAR****25-00625 APPROVAL OF CLAIMS****25-001018 BID REVIEW – MINT VALLEY IRRIGATION REPLACEMENT****RECOMMENDED ACTION:**

MOTION TO DETERMINE THAT WESTERN UNITED CIVIL GROUP AS NON-RESPONSIBLE BIDDER AND REJECT THEIR BID, AND ACCEPT THE NEXT LOWEST BID AND AWARD A CONTRACT TO COLF CONSTRUCTION LLC IN THE AMOUNT OF \$1,423,695.60

25-001019 ORDINANCE NO. 3568 - NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE WITH FORGED FIBER 37, LLC**RECOMMENDED ACTION:**

MOTION TO ADOPT ORDINANCE NO. 3568

25-001032 RESOLUTION NO. 2588 - APPROVING PROFESSIONAL SERVICES AGREEMENT WITH J. STOUT AUCTIONS FOR SURPLUS AUCTION SERVICES**RECOMMENDED ACTION:**

MOTION TO ADOPT RESOLUTION 2588 APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH J. STOUT AUCTIONS

25-001034 RESOLUTION NO. 2593 - INTERLOCAL AGREEMENT WITH LONGVIEW SCHOOL DISTRICT FOR COOPERATION AGREEMENT REGARDING ALYSSA'S LAW**RECOMMENDED ACTION:**

MOTION TO APPROVE RESOLUTION NO. 2593 AND AUTHORIZE CITY MANAGER TO SIGN THE ATTACHED INTERLOCAL AGREEMENT WITH THE LONGVIEW SCHOOL DISTRICT

25-001036 SET PUBLIC HEARING – CONSIDERATION OF THE 2025-2031 CITY OF LONGVIEW WATER USE EFFICIENCY PROGRAM**RECOMMENDED ACTION:**

MOTION TO SET THE CITY COUNCIL MEETING ON DECEMBER 11TH, 2025, AS THE DATE AND TIME FOR A PUBLIC HEARING FOR CONSIDERATION OF THE 2025-2031 CITY OF LONGVIEW WATER USE EFFICIENCY PROGRAM

25-001038 SET PUBLIC HEARING - AMENDMENTS TO LONGVIEW MUNICIPAL CODE CHAPTERS 19.77 SHARED DRIVEWAYS AND 19.09 DEFINITIONS**RECOMMENDED ACTION:**

MOTION TO SET A PUBLIC HEARING DECEMBER 11, 2025

16. CITY MANAGER'S REPORT**17. MISCELLANEOUS****18. EXECUTIVE SESSION****25-00995 REVIEW PERFORMANCE OF A PUBLIC EMPLOYEE PER RCW 42.30.110(1)(g)**

**25-001017 TO CONSIDER THE SELECTION OF A SITE OR THE ACQUISITION OF REAL ESTATE BY
LEASE OR PURCHASE PER RCW 42.30.110(1)(b)**

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, 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 WORKSHOP:



City of Longview

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

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 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

Mayor Boudreau called the meeting to order at 6:02 p.m.

2. INVOCATION*/FLAG SALUTE

25-00935 BRIAN CUMMINGS, COWLITZ CHAPLAINCY

After the invocation provided by Brian Cummings of Cowlitz Chaplaincy, 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

Absent:

Staff Present: Assistant City Manager/Public Works Director Chris Collins, Interim City Attorney Charlotte Archer, Community & Economic Development Director Nick Little, Program Coordination Specialist Kenny Robinson, Parks & Recreation Director Justin Brown, Police Chief Robert Huhta, Human Resources

Director Sabrina Fraidenburg, Fire Chief Brad Hannig, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, Finance Director Lisa Wolff, Deputy City Clerk Sam Van Laer

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

25-00620 OCTOBER 9, 2025 REGULAR MEETING

A motion was made by Councilmember Kendall, seconded by Councilmember Halvorson, to approve the October 9, 2025 Regular Meeting Minutes. The motion carried by the following vote:

Ayes: Mayor Boudreau, Mayor Pro Tem LaFave, Councilmember Wean, Councilmember Kendall, Councilmember Halvorson
Nays:

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

Mayor Boudreau presented the proclamation to Sara Hancock and Diane Perron who accepted on behalf of Epic Coalition.

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

Arlene Hubble and Joe Reidesel presented the Gift of Longview History Quilt from the Ladies of the Lake Guild.

25-00994 EXTRA MILE AWARD - RECIPIENT: JOHN BERRY

Mayor Boudreau presented the Extra Mile Award to John Berry.

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

Clint Hash provided public comment.
Bob, last name unstated, provided public comment.
Mike Pederson provided public comment.
Tim, last name unstated, provided public comment.
Kevin Kennedy provided public comment.
Randy Knox provided public comment.
Amelia Nesbit provided public comment.
Rob Schulthies provided public comment.
Pentley Freville provided public comment.
Alex Kiby provided public comment.
Jason Still provided public comment.
Jen Baker provided public comment.
Chris Coffee provided public comment.
John Hamill provided public comment.
Shawn Higgins provided public comment.
Derek Fine provided public comment.
A citizen, name unstated, provided public comment.
Steve Ferrell provided public comment.

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.

Mayor Boudreau opened the public hearing at 7:14 p.m.

*Community Development Grant Administrator Kenny Robinson presented.
Council discussed the presentation.*

Jason Still provided public comment.

Mayor Boudreau closed the public hearing at 7:25 p.m.

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

Mayor Boudreau opened the public hearing at 7:26 p.m.

*Public works Director/Ast. City Manager Chris Collins presented.
Council discussed the presentation.*

Meridee Pabst provided public comment.

Mayor Boudreau closed the public hearing at 7:30 p.m.

A motion was made by Councilmember Halvorson, seconded by Councilmember Kendall, to direct staff to bring back Ordinance No. 3568 at the November 13, 2025 regular council meeting for final adoption. The motion carried by the following vote:

Ayes: Mayor Boudreau, Mayor Pro Tem LaFave, Councilmember Wean, Councilmember Kendall, Councilmember Halvorson

Nays:

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

Jason Still provided public comment.

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

Fire Chief Brad Hannig presented.

Council discussed the presentation.

A motion was made by Mayor Boudreau, seconded by Councilmember LaFave, 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. The motion carried by the following vote:

Ayes: Mayor Boudreau, Mayor Pro Tem LaFave, Councilmember Wean, Councilmember Kendall, Councilmember Halvorson

Nays:

13. MAYOR'S REPORT

Mayor Boudreau provided a verbal report.

14. COUNCILMEMBERS' REPORTS

Councilmember Kendell provided a verbal report.

Councilmember Halvorson provided a verbal report.

Mayor Pro Tem LaFave provided a verbal report.

Councilmember Wean provided a verbal report.

Councilmember Young provided a verbal report.

15. CONSENT CALENDAR

A motion was made by Councilmember Kendall, seconded by Mayor Pro Tem LaFave, to adopt the Consent Calendar. The motion carried by the following vote:

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

Nays:

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**

Community & Economic Development Director Nick Little presented.

Council discussed the presentation.

25-00990 SELECTION OF CITY MANAGER PERFORMANCE REVIEW SUBCOMMITTEE**RECOMMENDED ACTION:****COUNCIL TO SELECT UP TO THREE MEMBERS TO PARTICIPATE IN A SUBCOMMITTEE**

Human Resource Director Sabrina Fraidenburg presented the process for the performance review of the City Manager and inquired if the Council would like to select a subcommittee.

The Council decided not to form a City Manager Performance Review Subcommittee.

17. MISCELLANEOUS**18. EXECUTIVE SESSION****19. ADJOURNMENT**

The meeting was adjourned at 8:12 p.m.

*Samantha Van Laer
Deputy City Clerk*

*Approved: _____
Mayor*

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

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

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, November 6,
2025

6:00 PM

2nd Floor, City Hall

Notice is hereby given, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Training Room, 1525 Broadway, Longview, on Thursday, November 6, 2025 at 6:00 p.m. The topics of discussion follow. Final disposition shall be taken on no other matter.

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 at least 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**

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

2. **FLAG SALUTE**

The flag salute was recited.

3. **ROLL CALL**

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

Delegation and Lobbyist Present: Amina Teouri

Staff Present: City Manager Jennifer Wills, Community & Economic Development Director Nick Little,

Police Chief Robert Huhta, Fire Chief Brad Hannig, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, Finance Director Lisa Wolff, Deputy City Clerk Sam Van Laer

4. WORKSHOP

25-00934 LEGISLATIVE AGENDA & LEGISLATIVE POLICY DISCUSSION (APPROXIMATELY ONE HOUR)

RECOMMENDED ACTION:

MOTION TO ADOPT THE LEGISLATIVE AGENDA AND LEGISLATIVE POLICY

State Lobbyist Amina Teouri presented an overview of what to expect in the 2026 Legislative Session and reviewed the 2026 Legislative Agenda.

The following Legislative Projects were presented: John Null Bathroom Replacement - \$500,000; Fire Fencing and Gates Station 81 and 82 - \$150,000; and Replacement Station 81 Alerting System - \$100,000.

City Manager Jennifer Wills presented the policy document. Five topics included: Public Safety and Justice; Fiscal Tools and Infrastructure; Homelessness and Transparency; Housing and Growth, and Governance and Liability.

Council discussed the presentation.

5. ADJOURNMENT

The meeting was adjourned at 6:43 p.m.

*Sam Van Laer
Deputy City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

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 WORKSHOP:

THURSDAY, DECEMBER 4, 2025 - 4:00 P.M. FEDERAL LOBBYISTS - CFM ADVOCATES JOEL RUBIN & PAGE STRICKLER



City of Longview

Agenda Summary

RESOLUTION NO. 2589 - AUTHORIZING THE AD VALOREM TAX LEVY FOR 2026

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2589

DATE: November 13, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

As required by RCW 35A.34.130 and RCW 84.55.120, the City Council will review updated 2025 financial projections for the 2025-2026 biennium and consider revenue sources for the 2026 property tax levy. Staff will present updated estimates for major General Fund revenues, including property, sales, and B&O taxes, along with expenditures and projected ending fund balance. Preliminary 2026 assessed valuation data from the Cowlitz County Assessor will be provided. Discussion will include the city's allowable levy increase, potential use of banked capacity, and overall fiscal outlook. The review ensures that revenues and expenditures remain balanced and provides direction for certifying the property tax levy for 2026.

RECOMMENDED ACTION:

Conduct the required public hearing on revenue sources, review financial updates, and provide direction for the 2026 levy.

STAFF CONTACT:

Lisa Wolff, Finance Director

Attachments:

1. 2025-MidYearReview
2. 2026 Revenue Sources (Ad Valorem)
3. RESOLUTION NO 2589 - Authorizing the Ad Valorem Tax Levy Rate for 2026 (Option 1)
4. RESOLUTION NO 2589 - Authorizing the Ad Valorem Tax Levy Rate for 2026 (Option 2)
5. RESOLUTION NO 2589 - Authorizing the Ad Valorem Tax Levy Rate for 2026 (Option 3)
6. 2026 Levy Certification (Option 1) 11.13.26
7. 2026 Levy Certification (Option 2) 11.13.26
8. 2026 Levy Certification (Option 3) 11.13.26

General Fund Budget Update

2025 Changes in Revenue Sources

- 0.05% increase in Manufacturing, Retail & Wholesale B&O tax rates – Ordinance No. 3546
- 3.5% increase in utility tax rate – Ordinance No. 3547
- Utility rate increases which produce additional utility tax revenue in the General Fund:
 - Water – 11.5% increase - Resolution No. 2510 effective 1/1/25
 - Sewer – 6.5% increase - Resolution No. 2511 effective 1/1/25
 - Garbage – 15% increase - Resolution No. 2564 effective 8/13/25
 - Stormwater – \$1.54/month increase - Resolution No. 2515 effective 1/1/25



General Fund Financial Review

General Fund Revenue – “Three-Legged Stool”

- **Property Tax** – 2025 Budget \$10,259,200
 - ✓ There was no regular levy increase in 2025
 - ✓ \$400K/year is dedicated to Economic Development Fund for Mint Farm Industrial Park
 - ✓ Collected \$6,004,419.30 million through Q3 2025 – 59% of budget
 - ✓ **Year-end projection is \$10.3 million** – As budgeted, but 1.8% greater than 2024 because of new construction (\$68K) and state assessed value increase (\$12K) allowances and the refund levy (\$58K).
- **Local Sales & Use Tax** – 2025 Budget \$11,500,000
 - ✓ Collected \$9.84 million through September – 86% of budget
 - ✓ **Year-end projection is \$12.8 million** – 11.3% over budget, but 0.35% less than 2024
- **Business & Occupation Tax (B&O Tax)** – 2025 Budget \$16,034,720
 - ✓ Business B&O – Collected \$3.3 million through Q3 - 67% of Business B&O budget
 - ✓ Utility B&O – Collected \$8.4 million through Q3 – 71% of Utility B&O budget
 - ✓ **Total year-end projection is \$15.7 million** – 2.2% less than budget, but 40% greater than 2024 due to increases in business B&O tax and utility rates, as state earlier



Cost Drivers

General Fund Cost Drivers

- Statutory Audit Services \$123,451
- Election & Voter Registration Costs \$166,000
- Cowlitz County 911 Dispatch: \$632,000
- Humane Society of SW WA (animal sheltering): \$132,000
- CWCOCG Regional Planning \$93,650



Cost of Law & Justice

Municipal Court

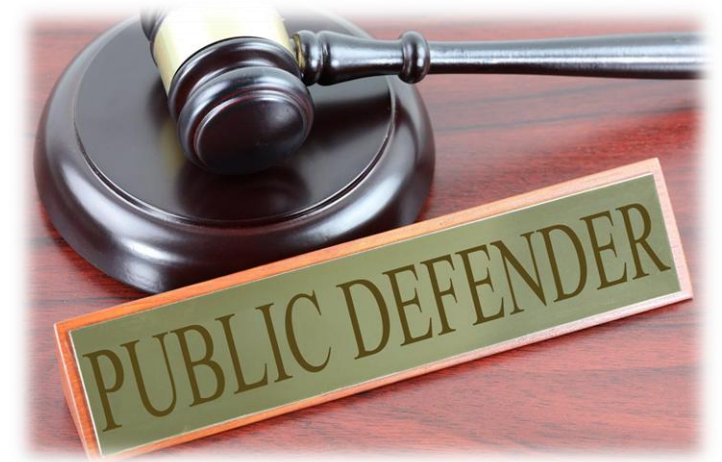
- District Court fees projected for 2025: \$315,000
 - 5% increase over 2024
 - 2,196 criminal filings in 2024 @ \$115.14 each
 - 1,256 infraction filings in 2024 @ \$36.39 each
- District Court is phasing in a cost recovery model over the next four years
- Their past model was based on inconsistent CPI increases



Cost of Law & Justice

Indigent Defense

- Due to increase in number of cases and the Blake fix:
 - 2024 Contract - \$666,204 (4 attorneys/1,600 cases/year)
 - 2025 Contract - \$826,000 (5 attorneys, 2 admin staff/2,000 cases per year)
- Other contracted public defense attorneys (2024): \$70,526
- Current mandated caseload per attorney is 400 cases/year
- Starting in 2026, the mandated caseload per attorney will decrease 28 cases each year per Supreme Court of Washington's Order No. 25700-A-1644
- Each attorney's caseload will reduce to 120/year by 2035
- These changes will necessitate the addition of 26 attorneys and 12+ administrative staff, as well as the office space to accommodate them, between now and 2035



Cost of Law & Justice

Prisoner Room & Board

- Prior to the Blake Fix in mid-2023, our annual cost averaged around \$400,000
- 2023: \$1,115,242
- 2024: \$970,776
- 2025 (projected): \$1,100,000



Public Records

2024 JLARC Report – City Clerk’s Office

	2023	2024	% change
Total requests	2,180	2,630	21%
Avg days to complete	8	12	50%
Avg requests/month	182	219	20%
Total PDR staff time	3,923	8,068	105%
Total cost of PDRs	\$482,293	\$518,986	8%
Avg cost per request	\$221	\$197	-10%
Litigation costs	\$0	\$0	0%
Cost to manage/retain records	\$600,443	\$541,332	-10%
Total PDR fees recovered	\$507	\$973	92%



Public Records

2024 JLARC Report – City Clerk’s Office

Public Records Costs- Breakout	2024
Staff Time Locating/Processing Public Records Requests	\$453,797
Overhead (10% of Staff Costs)	45,380
Records Request Tracking/Redaction Systems (GovQA)	19,809
Total	\$518,986
Records Maintenance/Retention - Breakout	2024
Staff Time Managing/Retaining Records	\$313,460
Overhead (10% of Staff Costs)	31,346
Records Management Systems	150,354
Records Management Services	46,172
Total	\$541,332

Response Time, Redactions, and Denied Records

- 87 Requests - Denied in full
- 756 Requests – Partially denied or redacted
- 537 Requests – Received an estimated response time beyond 5 days
- 2,093 Requests – Closed within 5 days

General Fund Revenues

Revenue:	2025 Budget	Thru 3 rd Quarter	2025 Projected
Taxes	\$39,103,420	\$28,877,622	\$40,428,500
Licenses & Permits	1,093,100	1,069,363	1,425,700
Intergovernmental	4,120,800	2,445,731	4,120,800
Charges for Services	3,838,829	3,545,042	4,210,000
Fines & Forfeits	290,600	173,656	230,000
Miscellaneous	804,150	1,301,741	1,575,000
Transfers & Other	571,500	304,652	305,000
Beginning Cash Required to Balance	1,259,781	0	0
Totals	\$51,082,180	\$37,717,807	\$52,295,000

General Fund Expenditures

Expenditures:	2025 Budget	Thru 3 rd Quarter	2025 Projected
General Government	\$8,797,738	\$6,681,870	\$8,761,240
Public Safety	27,720,146	21,262,621	28,791,480
Transportation	4,402,006	3,128,350	4,180,350
Community & Economic Development	2,589,624	1,617,511	1,830,160
Culture & Recreation	5,922,530	4,275,546	5,839,790
Non-Departmental	325,909	97,127	202,050
Capital Outlays	100,515	116,602	116,600
Transfers	1,223,712	711,153	711,150
Totals	\$51,082,180	\$37,890,780	\$50,432,820

Fund Balance

General Fund Summary	2025 Budget	2025 Projected
Revenue	\$49,822,399	\$52,295,000
Expenditures	<u>(51,082,180)</u>	<u>(50,432,820)</u>
Decrease Fund Bal / Increase Fund Bal	(\$1,259,781)	1,862,180
Fund Balance Calculation		
Beginning Fund Balance	\$19,303,837	17,932,000
Decrease Fund Bal / Increase Fund Bal	(1,259,781)	1,862,180
Ending Fund Balance	\$18,044,056	\$19,794,180
% of Ending Fund Balance*	35.33%	39.26%

2026 General Fund Revenue Sources

Public Hearing: November 13, 2025



Initiative 747

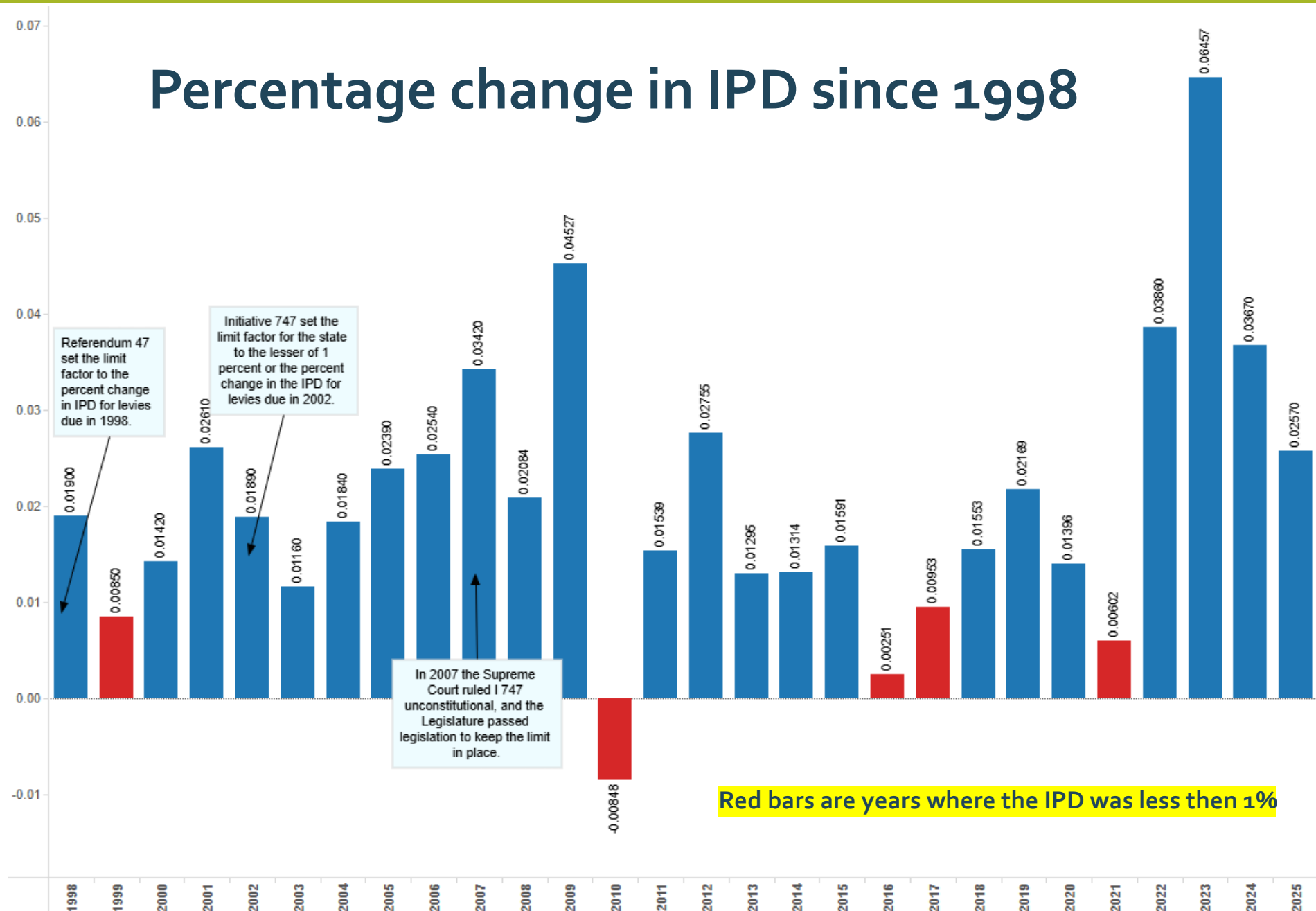
2002 act limiting property taxes

Taxing districts with a population > 10,000 must limit property tax levy increases to the lesser of 1% or the rate of inflation, which is measured by the percentage change in the implicit price deflator (IPD)

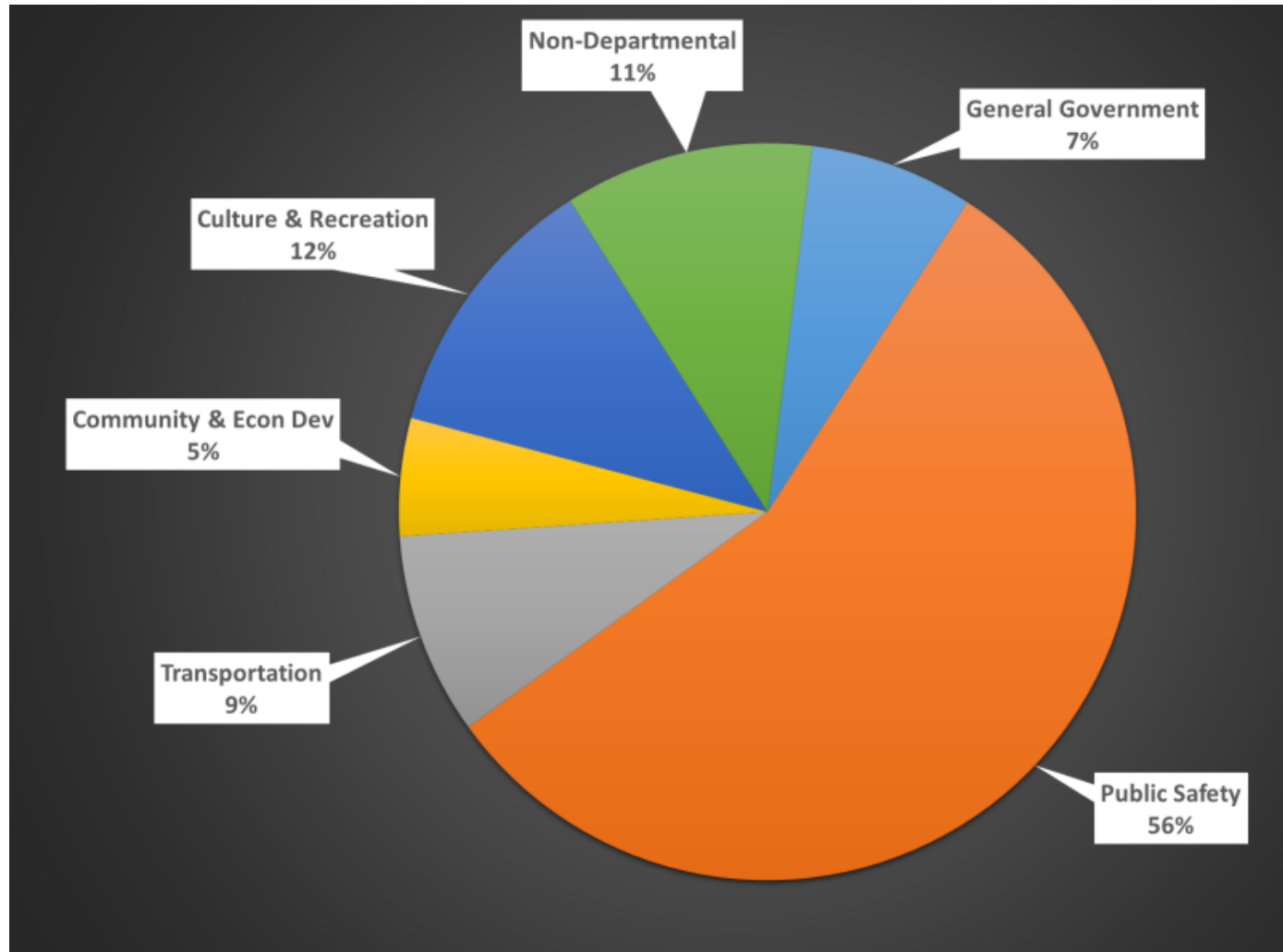
Does not apply to increases in value from new construction, annexations, improvements or increases in the value of state-assessed property

Percentage change in IPD since 1998

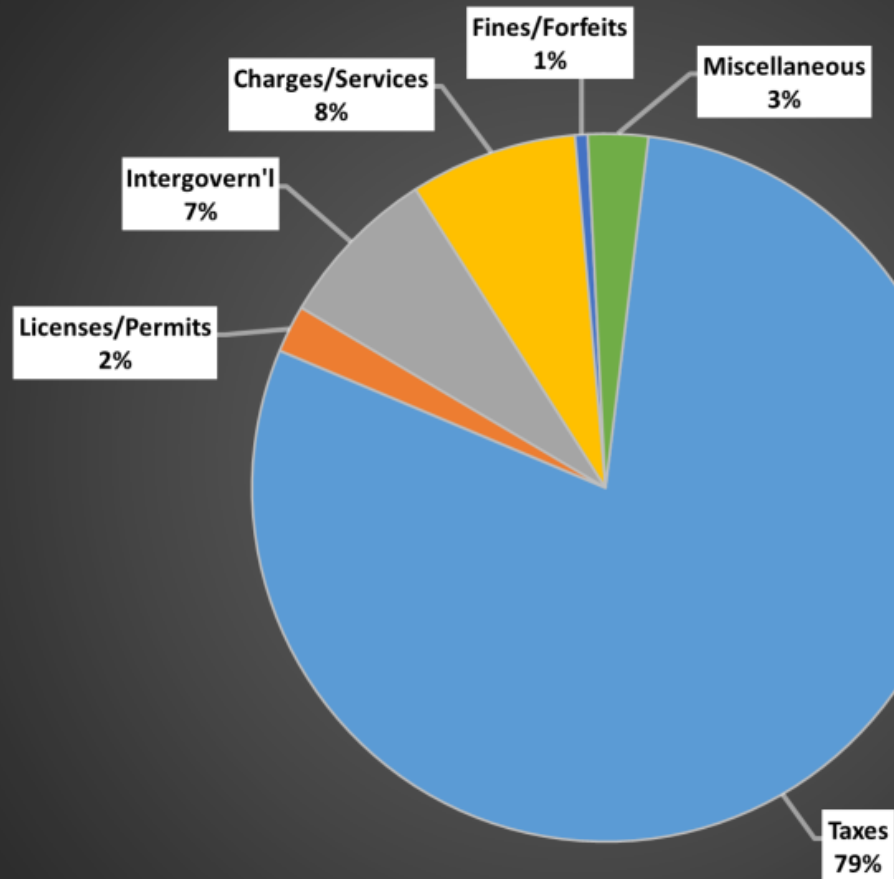
Source:
Washington
State
Department of
Revenue

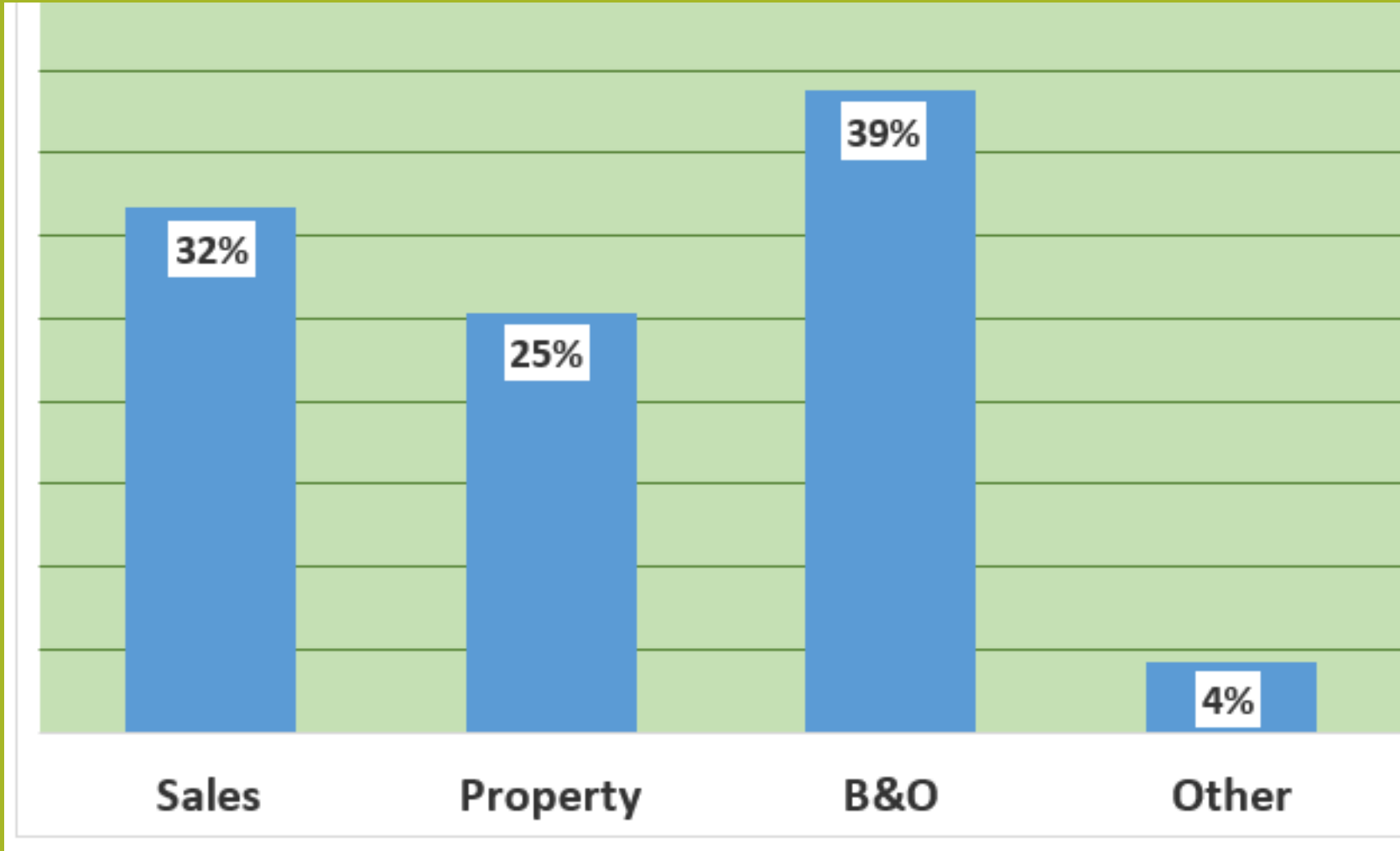


CITY SERVICES: FUNCTIONS OF GOVERNMENT



GENERAL FUND REVENUE SOURCES





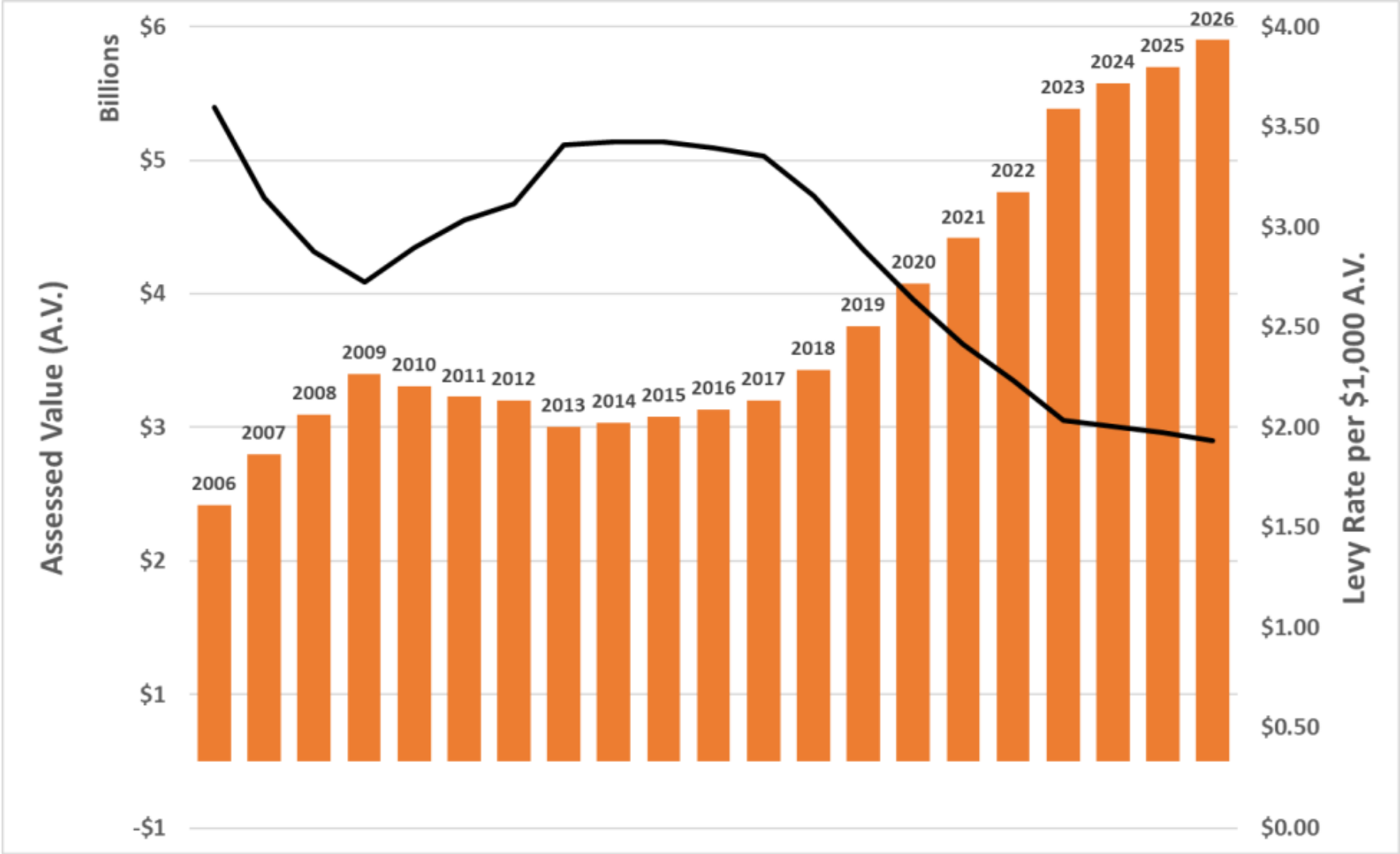
PROJECTED 2025 TAX REVENUE BREAKDOWN

2026 General Fund Budget

Taxes	\$41,008,600
Licenses & Permits	1,093,100
Intergovernmental	3,412,800
Charges for Services	3,889,716
Fines & Forfeits	290,600
Miscellaneous	804,170
Other Financing Sources	591,500
TOTAL REVENUES	\$54,407,008

History of Assessed Property Values

2026 assessed value of \$5.4 billion is up 3.89% from 2025 assessed value of \$5.2 billion



2026 Allowances & Refund Levy

- New Construction \$88,658
- Administrative Refund \$42,994

2026 Property Tax Levy

Option 1: 0% increase = \$0.00 increase over last year

Option 2: 1% increase = \$102,015

Option 3: 1% increase + \$114,388 banked capacity = \$216,403

	2025	Option 1	Option 2	Option 3			
Regular Levy Increase	0%	0%	1%	1%	<i>Difference in City Portion of Property Tax</i>		
				+Banked Capacity	Opt 1	Opt 2	Opt 3
Levy Rate per \$1,000 AV	\$1.97	\$1.91	\$1.93	\$1.95	(\$0.06)	(\$0.04)	(\$0.02)
Home in Manufactured Park = \$28,000	\$55.25	\$53.57	\$54.10	\$54.69	(\$1.69)	(\$1.16)	(\$0.57)
Lower Range AV = \$135,000	\$266.40	\$258.27	\$260.82	\$263.68	(\$8.13)	(\$5.58)	(\$2.72)
Mid-Range AV = \$335,000	\$651.20	\$640.89	\$647.21	\$654.31	(\$10.32)	(\$3.99)	\$3.11
	at \$330,000 AV						
Higher Range AV = \$620,000	\$1,223.47	\$1,186.12	\$1,197.83	\$1,210.96	(\$37.35)	(\$25.64)	(\$12.51)

LEVY RATE COMPARISON

0% Increase vs. 1% Increase

Staff Recommendation

Option 3: 1% + Allowances + \$114,388 Banked Capacity

Questions

RESOLUTION NO. 2589

A RESOLUTION of the City Council of the City of Longview, Washington, pursuant to RCW Chapter 84.55 of the State of Washington, providing for a 0.0% increase in the regular property tax levy, in addition to any amount resulting from new construction, improvements, annexations, any increase in the value of state-assessed property and amounts eligible for refund levy from the amount that was levied in 2025 to an amount which is 100.00% thereof.

WHEREAS, RCW Chapter 84.55.120 of the State of Washington, provides for and requires the enactment of an ordinance or resolution of the City Council, after a public hearing, to levy ad valorem taxes in an amount and/or percentage higher than that levied in the previous year; and

WHEREAS, the City Council of the City of Longview, a city of more than 10,000 population, has properly given notice of the public hearing held on November 13, 2025, to consider the City of Longview's current expense budget for the 2026 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Longview shall provide for a 0.0% increase in the regular property tax levy from the previous year. Additions to the increase resulting from the addition of new construction and improvements to property, annexations, and any increase in the value of state-assessed property, and amounts eligible for refund levy shall also be provided for in order to discharge the expected expenses and obligations of the City of Longview and in its best interests;

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

That an increase in the regular property tax levy, in addition to any new construction and improvements to property, annexations, and any increase in the value of state-assessed property and amounts eligible for refund levy are hereby authorized for the 2026 levy in the amount of \$0.00 which is a percentage increase of 0.0% from the previous year.

Any unused general property tax levy capacity for the 2026 tax year is reserved for future levy as provided by RCW 84.55.092.

Passed by the City Council this 13th day of November, 2025.

Approved by the Mayor this 13th day of November, 2025.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2589

A RESOLUTION of the City Council of the City of Longview, Washington, pursuant to RCW Chapter 84.55 of the State of Washington, providing for a 1.0% increase in the regular property tax levy, in addition to any amount resulting from new construction, improvements, annexations, any increase in the value of state-assessed property and amounts eligible for refund levy from the amount that was levied in 2025 to an amount which is 101.00% thereof.

WHEREAS, RCW Chapter 84.55.120 of the State of Washington, provides for and requires the enactment of an ordinance or resolution of the City Council, after a public hearing, to levy ad valorem taxes in an amount and/or percentage higher than that levied in the previous year; and

WHEREAS, the City Council of the City of Longview, a city of more than 10,000 population, has properly given notice of the public hearing held on November 13, 2025, to consider the City of Longview's current expense budget for the 2026 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Longview shall provide for a 1.0% increase in the regular property tax levy from the previous year. Additions to the increase resulting from the addition of new construction and improvements to property, annexations, and any increase in the value of state-assessed property, and amounts eligible for refund levy shall also be provided for in order to discharge the expected expenses and obligations of the City of Longview and in its best interests;

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

That an increase in the regular property tax levy, in addition to any new construction and improvements to property, annexations, and any increase in the value of state-assessed property and amounts eligible for refund levy are hereby authorized for the 2026 levy in the amount of \$102,015 which is a percentage increase of 1.0% from the previous year.

Any unused general property tax levy capacity for the 2026 tax year is reserved for future levy as provided by RCW 84.55.092.

Passed by the City Council this 13th day of November, 2025.

Approved by the Mayor this 13th day of November, 2025.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2589

A RESOLUTION of the City Council of the City of Longview, Washington, pursuant to RCW Chapter 84.55 of the State of Washington, providing for a 1.0% increase in the regular property tax levy, in addition to banked capacity from prior years, and any amount resulting from new construction, improvements, annexations, any increase in the value of state-assessed property and amounts eligible for refund levy from the amount that was levied in 2025 to an amount which is 102.12% thereof.

WHEREAS, RCW Chapter 84.55.120 of the State of Washington, provides for and requires the enactment of an ordinance or resolution of the City Council, after a public hearing, to levy ad valorem taxes in an amount and/or percentage higher than that levied in the previous year; and

WHEREAS, the City Council of the City of Longview, a city of more than 10,000 population, has properly given notice of the public hearing held on November 13, 2025, to consider the City of Longview's current expense budget for the 2026 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Longview shall provide for a 1.0% increase in the regular property tax levy from the previous year. Additions to the increase resulting from prior years banked capacity, the addition of new construction and improvements to property, annexations, and any increase in the value of state-assessed property, and amounts eligible for refund levy shall also be provided for in order to discharge the expected expenses and obligations of the City of Longview and in its best interests;

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

That an increase in the regular property tax levy, in addition to any amount resulting from the prior years banked capacity, the addition of any new construction and improvements to property, annexations, and any increase in the value of state-assessed property and amounts eligible for refund levy are hereby authorized for the 2026 levy in the amount of \$216,403 which is a percentage increase of 2.12% from the previous year.

Any unused general property tax levy capacity for the 2026 tax year is reserved for future levy as provided by RCW 84.55.092.

Passed by the City Council this 13th day of November, 2025.

Approved by the Mayor this 13th day of November, 2025.

Mayor

Attest:

City Clerk

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Jennifer Wills** (Name),
City Manager (Title), for **City of Longview** (District name),
do hereby certify to the **Cowlitz** (Name of county) County legislative authority
that the **City Council** (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in **2026** (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on **11/13/2025** (Date of public hearing).

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount , which includes the amounts below.	\$ 10,333,152.00	
Administrative refund amount	\$ 42,994.00	
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount , which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies.

Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ Date: _____



To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Jennifer Wills** (Name),
City Manager (Title), for **City of Longview** (District name),
do hereby certify to the **Cowlitz** (Name of county) County legislative authority
that the **City Council** (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in **2026** (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on **11/13/2025** (Date of public hearing).

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount , which includes the amounts below.	\$ 10,435,167.00	
Administrative refund amount	\$ 42,994.00	
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount , which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies.

Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ Date: _____



To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Jennifer Wills** (Name),
City Manager (Title), for **City of Longview** (District name),
do hereby certify to the **Cowlitz** (Name of county) County legislative authority
that the **City Council** (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in **2026** (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on **11/13/2025** (Date of public hearing).

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount , which includes the amounts below.	\$ 10,549,555.00	
Administrative refund amount	\$ 42,994.00	
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount , which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies.

Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ Date: _____



To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.



City of Longview

Agenda Summary

RESOLUTION NO. 2590 - APPROVING PROFESSIONAL SERVICES AGREEMENT WITH LOVE OVERWHELMING FOR THE OPERATION OF THE LONGVIEW SEVERE WEATHER SHELTER

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2590 APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH LOVE OVERWHELMING

DATE: November 13, 2025

COUNCIL INITIATIVE ADDRESSED:

Enhance Public Safety and Emergency Response

CITY ATTORNEY REVIEW: YES

SUMMARY STATEMENT:

The City of Longview partners annually with local nonprofit organizations to provide emergency overnight shelter during periods of extreme cold weather. The City has negotiated a Professional Services Agreement (PSA) with Love Overwhelming, a Washington nonprofit corporation, to operate the Severe Weather Shelter Program for the 2025–2026 winter season.

The proposed agreement formalizes responsibilities for both parties, establishes performance expectations, and ensures fiscal accountability consistent with City policy. Approval of this resolution will authorize the City Manager to execute the agreement and allow program operations to proceed at the McClelland Arts Center located at 950 Delaware Street, Longview, Washington.

The City's Severe Weather Shelter Program provides temporary overnight shelter for unsheltered adults when nighttime temperatures are forecast to fall below 33 degrees for two or more consecutive nights. The shelter program is activated on an as-needed basis throughout the cold-weather months.

In previous years, Love Overwhelming has successfully operated the shelter under the City's direction, demonstrating capacity in staffing, trauma-informed care, and coordination with law enforcement and social service agencies. The organization's structure allows rapid mobilization of personnel and resources when activation is required.

The City owns and maintains the McClelland Arts Center facility, providing utilities, lighting, and essential equipment. Love Overwhelming provides staffing, intake, guest monitoring, and data reporting as outlined in the Scope of Work (Exhibits A and B). A "Good Neighbor Agreement" governs expectations for safety and conduct, ensuring the program operates respectfully within the surrounding neighborhood.

The City Council's approval of this PSA continues a long-standing partnership that has proven effective in mitigating life-safety risks for unsheltered individuals during extreme cold events.

Under the terms of the Professional Services Agreement, Love Overwhelming will:

- Manage day-to-day operations during activation periods, with a capacity of up to 65 guests.
- Provide trained staff at all times while the shelter is open, with a minimum of two qualified personnel per shift.
- Submit weekly reports on attendance, volunteer activity, and key performance metrics.
- Maintain adherence to the City's Code of Conduct, Good Neighbor Agreement, and harm-reduction standards.

The City will:

- Maintain utilities, structures, fencing, and lighting at the McClelland Arts Center.
- Coordinate with law enforcement and code enforcement on exterior site management.
- Review and approve program expenditures and reimbursements in accordance with the approved budget (Exhibit E).

The agreement term extends through March 31, 2026, with an option for one-year extensions upon mutual agreement.

The Severe Weather Shelter Program directly supports the City's goal of protecting public health and safety during extreme cold conditions. It reduces strain on emergency services, offers life-saving relief to unhoused residents, and fosters collaboration between the City, law enforcement, and the nonprofit sector.

By operating under a formal agreement, the program ensures accountability, data transparency, and responsiveness to community concerns. The inclusion of the Good Neighbor Agreement reinforces the City's commitment to maintaining a clean, safe, and respectful environment for nearby residents and businesses.

FINANCIAL SUMMARY:

Funding for the Severe Weather Shelter Program consists of a combination of private and local funds, as shown below:

Funding Source	Amount	Status
Private – KLMA Donation	\$40,000	Awarded
City – Local General Fund	\$122,990	Appropriated

Reimbursements are drawn first from private funds, then from local funds upon exhaustion of private contributions. The City will reimburse Love Overwhelming for eligible expenses at a rate not to exceed the limits identified in Exhibit E of the PSA.

No new General Fund appropriations are required.

STAFF CONTACT:

Jennifer Wills, City Manager

Attachments:

1. Res 2590 PSA SWS
2. PSA - Severe Weather Shelter - City of Longview 2025 (FINAL)
3. SWS Budget (EXHIBIT E to PSA)

RESOLUTION NO 2590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LOVE OVERWHELMING FOR THE OPERATION AND MANAGEMENT OF THE SEVERE WEATHER SHELTER PROGRAM.

WHEREAS, the City of Longview recognizes the need to provide temporary shelter for unsheltered adults during periods of extreme cold weather conditions; and

WHEREAS, Love Overwhelming, a Washington nonprofit corporation, has demonstrated the capability, experience, and community partnerships necessary to operate and manage the Severe Weather Shelter Program consistent with the City's standards and policies; and

WHEREAS, the City and Love Overwhelming have negotiated the terms of a Professional Services Agreement, attached hereto as Exhibit A, setting forth the respective duties, obligations, and compensation related to the operation of the Severe Weather Shelter Program located at the McClelland Arts Center, 950 Delaware Street, Longview, Washington; and

WHEREAS, the City Council finds that approving this Agreement will promote the public health, safety, and welfare by ensuring that emergency shelter operations are conducted in a coordinated, lawful, and compassionate manner consistent with the City's goals;

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

1. **Approval of Agreement.** The City Council hereby approves the Professional Services Agreement between the City of Longview and Love Overwhelming for operation of the Severe Weather Shelter Program, substantially in the form attached hereto as Exhibit A and incorporated by this reference.
2. **Authorization to Execute.** The City Manager is authorized and directed to execute the Agreement and any related documents on behalf of the City, with such minor modifications as may be deemed necessary and approved as to form by the City Attorney.
3. **Effective Date.** This Resolution shall take effect immediately upon adoption.

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

M A Y O R

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON ("CITY") AND Love Overwhelming, a Washington corporation ("CONTRACTOR") (each a "Party" and collectively the "Parties").

1. SERVICES BY CONTRACTOR

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached here to as Exhibits A and B (the "Scope of Work"). Such services will be rendered in a timely and professional manner in compliance with all standards and rules reasonably established by the City as set forth in this Agreement. In connection with this Scope of Work, the City shall fulfill the specific obligations set forth in Exhibit C.
- B. **Entire Agreement.** This Agreement and the exhibits identified herein constitute the entire understanding between the Parties hereto and supersede all previous agreements, promises, representations, understanding, and negotiations, whether written or oral, including without limitation any previous version of this or any other document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by authorized representatives of both Parties hereto.

2. PAYMENT

- A. The City shall reimburse the Contractor only for the activities specified in the Scope of Work and in an amount not to exceed the amount specified in the Scope, and according to the procedures developed by the City. The City will only pay or reimburse expenditures that are outlined in this agreement, The City will not pay or reimburse expenditures for meal service or other food service that are not previously approved by the City Manager or authorized representative of the City. Reimbursement shall be requested by monthly invoice with supporting documentation in the form of signed and sworn employee timesheets, submitted and signed by the Contractor's authorized representative.
- B. The Contractor shall submit a properly executed and supported invoice as frequently as monthly, but at a minimum no later than thirty (30) days after the close of each calendar quarter throughout the term of the Agreement. The City will notify Contractor if it finds one or more errors in the invoice, and payment shall not issue until it is resolved in good faith by the parties. If there are any portions of the Reimbursement Request that are not then the subject of good faith dispute, the City shall issue payment in part for that portion or those portions therein, related to the agreed upon budget, Exhibit E. The City does not, by making such payment, waive any rights it may have pursuant to this Agreement to require satisfactory performance of the services provided herein. The City reserves the right to demand and receive reimbursements made for ineligible costs.

- C. All invoices shall be paid by mailing a City check within thirty (30) days of receipt of the proper form as described above, including Contractor's completed tasks, deliverables, documentation, or any combination thereof to the date of the form, as appropriate.
- D. The Contractor shall keep cost records and accounts pertaining to the Agreement available for inspection by the City's representatives for three (3) years after final payment. Copies shall be made available upon reasonable notice and upon on reasonable request.
- E. If the City determines that the services rendered do not meet the requirements of the Agreement, the City may withhold payment for that portion, as set forth in Section 2.B., above, and the Parties shall endeavor to meet and come to an agreement as to a solution with respect to any good faith dispute, and Contractor shall have no less than fifteen (15) days to cure any condition capable of a cure in such a period, or, for those that cannot be reasonably cured in such a period, fifteen (15) days to take such steps that are reasonable to affect such a cure, but in that event the City may proportionately withhold payment to the extent it is detrimentally impaired by any such delay.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

4. TERM AND TERMINATION OF AGREEMENT

- A. **Term.** The term of this Agreement shall be from the date of execution to March 31, 2026, unless sooner terminated as provided for in this Agreement. The Agreement may be annually extended for an additional one-year term upon written agreement of the parties.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement

shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Exhibit E for any satisfactory work completed prior to the date of termination.

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

5. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or his/her designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS

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

7. INSURANCE; RISK OF LOSS

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks, as set forth in Exhibit D. The Contractor will cause the indemnified parties, as described in Section 6, to be named as additional insureds on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Contractor will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence Contractor's continuing compliance with this Section 7. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Contractor's possession or control that is caused by the Contractor. In the event of any such

loss or damage, the Contractor will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

8. INDEPENDENT CONTRACTOR

- A. **Nature of Relationship.** The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the City) in the performance of the services for the City. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership, or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself/itself as an employee of the City. The Contractor shall not be entitled to, and shall not attempt to, create, or assume any obligation, express or implied, on behalf of the City. Since the Contractor will not be an employee of the City, the Contractor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents, or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and or his/her/its agents, servants, or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.
- B. **Contractor Responsible for Business License, Taxes and Records.** The Contractor shall obtain a Longview Business License prior to commencing any work under this Agreement. The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under the Agreement. No part of the Contractor's payment will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The City will regularly report amounts paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

9. SUBLETTING OR ASSIGNING AGREEMENT

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

10. FUNDING

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

	Type	Description	Amount	Appropriated, Applied, or Awarded
☒	Private:	KLMA donation	\$40,000	Awarded
☒	City:	Local funds without restrictions	\$122,990	Appropriated
☐	County:	NA		
☐	State:	NA		
☐	Federal:	NA		

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

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

11. GENERAL PROVISIONS

- A. **Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **Trade and Service Marks.** Neither Party will use any trade name, trademark, service mark, or logo of the other Party (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without that other Party's express prior written consent.
- E. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement, including without limitation those clients served under its Scope of Work.
- F. **Confidentiality.** The Contractor expressly acknowledges that the City is a public entity subject to the Public Records Act (PRA), Chapter 42.56 RCW. As such, all writings that are prepared, owned, used, or retained by the City or its contractor, and which contains information that relates to the conduct of government, or the performance of any governmental or proprietary function, may be subject to production under the PRA. The nature of the services provided under this contract ☐does ☒does not implicate the provisions of confidentiality laws or regulations requiring a specific kind of contract governing information sharing between the Parties,

Nothing in this section shall affect the City's ability to respond to requests made under the Washington Public Records Act, RCW 42.56. Such records are subject to public disclosure. Should the City receive such a request that relates to the services provided pursuant to this Agreement, the City will notify Contractor of such request, by regular mail (Section 11. G. notwithstanding) as soon as reasonably possible prior to the release of such records. The Contractor shall be solely responsible for taking all necessary legal action, including seeking a protective order, at its own expense to prevent the release of such documents, if it so chooses.

- G. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows:

CITY OF LONGVIEW:

Jennifer G. Wills, City Manager
PO Box 128, Longview, WA 98632
1525 Broadway Street, Longview, WA 98632

with copy to

Chris Collins, Assistant City Manager

PO Box 128, Longview, WA 98632
1525 Broadway Street, Longview, WA 98632

CONTRACTOR:

Love Overwhelming
Attn: Chuck Hendrickson
618 14th Avenue
Longview, WA 98632

- H. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, each party shall pay its own attorneys' fees costs and expenses.
- I. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Electronically transmitted or reproduced copies of signed documents are valid to the same extent as though bearing original signatures.
- J. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.
- K. **List of Exhibits.**
Exhibit A - Services and Compensation
Exhibit B – Severe Weather Shelter Program Summary
Exhibit C - City Obligations for Hope Village
Exhibit D - Insurance Requirements
Exhibit E - Program Budget

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

CONTRACTOR

CITY OF LONGVIEW

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Approved as to form:

City/State/ZIP: _____

By: _____

City Attorney

Tax ID# _____

EXHIBIT A SERVICES & COMPENSATION

1. The Services

1.1 General Description

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

1.2 Services

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

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

1.2.4 Eligible Severe Weather Shelter guests shall be those who are unsheltered adults, age eighteen (18) and over, men or women. There shall be no sobriety or abstinence criteria, however Severe Weather Shelter shall be a crime-free space with zero tolerance for weapons of any kind, violence, threats or intimidation of any kind, and there shall be no alcohol or substance use in any public place(s) (as defined at RCW 66.44.010(37)). As a harm reduction space, there will public posting with guidance as to how to respond to overdose and crisis situations, and no person will be removed from the shelter for alcohol or substance violations without connection to some other program violation or criminal activity. Contractor will secure and supply adequate First Aid and Naloxone supplies at all times.

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

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

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

1.3 Term of Performance

1.3.1 Contractor will provide services until March 31, 2026 unless sooner terminated under the terms of this Agreement or extended by written agreement of the parties.

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

Handcrafted Holiday Bazaar - December 6, 2025

Mother Son Event – February 6-8, 2026

Father Daughter Dance – February 18-23, 2026

Adult Prom – February 27th - March 1st, 2026

1.4 Deliverable Items

Contractor will develop an internal data tracking mechanism with support from City, and will provide weekly activity and progress reports, as outlined in Exhibit B. Weekly activity and progress reports will be made available to the City.

1.5 Designated Personnel

Contractor's main point of contact at the City will be Police Sergeant Jordan Sanders or such other personnel as the City may designate from time to time.

2. Compensation

2.1 Amount

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

Reimbursement from local funds for eligible costs, fees, and expenses under the Agreement shall not exceed the amount of One Thousand Six Hundred Eighty-Five Dollars, (\$1,685) per activation, Exhibit E.

2.2 Support

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

EXHIBIT B

SEVERE WEATHER SHELTER PROGRAM SUMMARY

Program and Services Summary

This program is designed for adults, ages 18 and over, who are experiencing homelessness or housing insecurity. Staff management will coordinate inter-agency collaborative efforts and volunteer engagement. The program's primary focus is to provide temporary, overnight shelter, when overnight temperatures are predicted to be below 33 degrees, two or more nights in a row. Minimum two qualified staff will be on-site at all times of operation to ensure the safety of all program participants. Contractor must provide proof of completed trauma informed care training.

Service Components

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

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

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

Intake

The Severe Weather Shelter hosted by Love Overwhelming must allow for the intake of new participants during hours of operation. Program staff must enter client data into the Homeless Management Information System (HMIS). Staff shall notify City of Longview's Police Sergeant of all exits/trespasses and incidents that take place on city owned property.

Eligibility requirements include:

- Enrollment in Coordinated Entry is encouraged (not required)
- Must be an adult 18 years of age or older
- Must be precariously housed (lack the protection needed for extreme weather conditions) in Longview at time of referral
- Must not require hospital or nursing home care
- Must be able to independently complete Activities of Daily Living (ADLs)

Referrals to the Severe Weather Shelter Program will be accepted through:

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

**Staff representatives will provide regular updates to the City of Longview's Police Sergeant regarding trends observed to determine any necessary referral protocol changes or to recommend further actions as necessary. **

Pet Policy

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

Good Neighbor Agreement

The Severe Weather Shelter hosted by Love Overwhelming will provide shelter for single adult precariously housed people in Longview. Love Overwhelming is committed to providing a safe and healthy environment while protecting the rights of those staying and/or working near the Severe Weather Shelter and in full cooperation with local governments, law enforcement, and other affected agencies. The staff is committed to maintaining good communication with neighbors.

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

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

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

Experienced staff

Love Overwhelming will make every effort to staff the Program with employees and volunteers that reflect the target population and to have at least two staff members on each shift with one year or more of experience in providing services directly to unsheltered individuals. Ongoing training (CPR, First Aid, Trauma Informed Care, Naloxone) and resources will be provided to maintain a safe, open culture which meets all participants' wants and needs.

Weekly Performance Metrics

Love Overwhelming shall provide a weekly status report to the City that contains, at a minimum, the following deidentified performance metrics

- Total number of guests per night
- Total number of volunteers per night
- Total amount of volunteer hours worked per night
- Case management services received
- Number of calls to emergency services by Program staff and neighbors of the Program
- Number of individuals permanently exited from Severe Weather Shelter.
- Total number of guests exited
- Total number of complaints from neighbors
- Number of pets
- Data collection; demographics- age, housing status, last city or county of residence.

EXHIBIT C
CITY OBLIGATIONS FOR SEVERE WEATHER SHELTER

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

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

EXHIBIT D

INSURANCE REQUIREMENTS

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

A. Minimum Insurance

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

B. Self-Insured Retentions

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

C. Other Provisions.

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees, and volunteers as insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.

E. Verification of Coverage

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

F. Subcontractors

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

EXHIBIT E
Program Budget



PO Box 1670 Longview, WA 98632
Phone: 360.846.0272
www.loveoverwhelming.org

Budget and Budget Narrative

1) Budget Summary – City Request Only

Loaded rates include 10% benefits and taxes

Lead \$30.80 per hour. Engagement \$25.30 per hour. Facilities \$25.30 per hour.

Admin is 10% of eligible direct costs.

Line item | Qty x Hours per activation | Loaded rate | Subtotal

- Lead, all blocks | 1 x 17 hours | \$30.80 | \$523.60
- Engagement, all blocks | 25 staff-hours | \$25.30 | \$632.50
- Facilities, morning tear-down | 1 x 3 hours | \$25.30 | \$75.90
- Program ODCs paid by City (linens and laundry, sanitation and PPE, supplies, IT and printing, pet crates; food gap fill if needed) | — | — | \$300.00

Direct costs subtotal = \$1,532.00

Admin/indirect 10% = \$153.20

Total per activation, City share = **\$1,685.20**

Unit cost at 65 guests ≈ **\$25.93 per guest-night**

Season scenarios

- 30 nights ≈ **\$50,556**
- 45 nights ≈ **\$75,834**

2) Projected In-Kind and Donations per Activation (not billed to City)

These items are donated by the community or provided by Love Overwhelming at no City cost.

People and time

- Certified Peer Counselor, on site: 17 hours x \$25 + 10% = **\$467.50**
- Community Health Worker, on site: 5 hours x \$25 + 10% = **\$137.50**
- Community Volunteers, sign-in and tracked: 3 volunteers on each block
 - Intake 4 pm–10 pm = 6 hours x 3 = 18 hours
 - Overnight 10 pm–6 am = 8 hours x 3 = 24 hours
 - Morning 6 am–9 am = 3 hours x 3 = 9 hours
 - **Volunteer hours total = 51 hours per activation**
 - Valued for projection at \$25 per hour = **\$1,275.00**
- Executive Director oversight, training, QA, neighbor warm line: in-kind. Logged and valued. Not counted in totals here to stay conservative.

Donated food from meal share partners

- Hot dinner, valued at \$5 per guest x 65 guests = **\$325.00**
- Simple breakfast, valued at \$3 per guest x 65 guests = **\$195.00**
- To-go lunch bag, valued at \$3 per guest x 65 guests = **\$195.00**
- Coffee, tea, condiments, snacks, cups, napkins, lids, valued = **\$50.00**
- **Food donation total per activation = \$765.00**

Donated goods

- Hygiene kits, socks, gloves, blankets as available = **\$100.00**

Projected in-kind total per activation

- Peer \$467.50 + CHW \$137.50 + Volunteers \$1,275.00 + Food \$765.00 + Goods \$100.00
- **Projected in-kind per activation = \$3,745.00**
(ED hours are logged but not counted here)



PO Box 1670 Longview, WA 98632
Phone: 360.846.0272
www.loveoverwhelming.org

Projected in-kind by season

- 30 nights ≈ **\$112,350**
- 45 nights ≈ **\$168,525**

3) Planned Staffing by Time Block and Ratios

Standard: 1 paid, trained staff for each 15 guests on the floor. Ratios below assume 65 guests. Staff counted below are paid, direct-service roles.

- 4:00–10:00 pm, intake period
Lead (1), Engagement (1).
Peer and CHW are on site as in-kind.
Paid staff count = 2. Floor team with in-kind = 4.
If census is over 60 or needs are high, add 1 Engagement for 6 hours to keep 1:15.
- 10:00 pm–6:00 am, overnight
Lead (1), Engagement (2).
Peer is on site as in-kind.
Paid staff count = 3. Floor team with in-kind = 4.
If census is over 60 or needs are high, add 1 Engagement for 8 hours to keep 1:15.
- 6:00–9:00 am, exit and neighborhood presence
Lead (1), Engagement (1), Facilities (1).
Peer is on site as in-kind.
Paid staff count = 3. Floor team with in-kind = 4–5.
Morning ratio meets standard at 65.

Surge adders, only if needed

- Intake surge Engagement: 6 hours x \$25.30 = **\$151.80** plus 10% admin
- Overnight surge Engagement: 8 hours x \$25.30 = **\$202.40** plus 10% admin
Door coverage is always two-deep. An on-call pool fills surge slots when census or need is high.
We document this in the nightly log.

4) Budget Narrative in Plain Language

What the City pays for

- Leads, Engagement, and morning Facilities.
- Work includes intake and mat assignment, safety and rounds, de-escalation, grievances, morning exit and clean-up, logs, and Good Neighbor help.
- Benefits and taxes are set at 10%.

What the City does not pay for

- Peer and CHW on site each night are in-kind.
- Executive Director time for training, policies, QA, and a 24/7 neighbor warm line is in-kind.
- We log all match with date, name, hours, task, and value. Signatures are kept.

Other direct costs

- Linens and laundry, sanitation and PPE, supplies, IT and printing, pet crates. We budget \$300 per activation for these. We keep receipts and usage logs.

Admin/indirect

- 10% on eligible direct costs. This covers finance, HR and payroll, insurance, and compliance. If the City sets a different cap or format, we will follow it.

Cost control



PO Box 1670 Longview, WA 98632
Phone: 360.846.0272
www.loveoverwhelming.org

- Weather drives openings. We hire on-call. We buy supplies in steps. We re-forecast weekly. Surge is pre-approved and logged.

Revenue integrity

- No double-billing. If Medicaid pays for any CHW or Peer units, we do not bill those units to the City. We track all third-party revenue and match in separate classes.

Billing and reports

- Invoices include timesheets, payroll allocations, GL detail, receipts, and nightly census. We bill on the City's schedule and send a monthly budget-to-actual.

5) Community Meal Share Partners and Donations

- Local meal teams bring dinner, breakfast, and bag lunches.
- Examples include Radical Love, MJ Girl Gang, Hope & Unity, Feed the Need, and Belly Brigade.
- We also accept donated socks, gloves, blankets, and hygiene items.
- We log all donated items with count, simple description, and value.

6) How We Track In-Kind and Donations

- Volunteers sign in and out each shift. We total hours nightly and monthly.
- We keep a donation log for food and goods.
- We attach match logs to monthly invoices.
- All logs show the date, what was given, who gave it, and the value we used.
- This keeps match clean, simple, and ready for review.

7) Return on Investment in Plain Words

- City cost per night is about **\$1,685**.
- At 65 guests, one night provides 65 safe bed-nights.
- In-kind adds about **\$3,745** of value each night at no City cost.
- With peer and CHW on site, more people get help the next day. This can lower ER visits and low-level jail bookings.
- This saves money and helps people sooner.

If you want me to use different dollar values for volunteer hours or meals, tell me the rates you want to use and I will update the math.

6) Return on Investment for Taxpayers

City cost per activation: **\$1,685**. Guest-nights per activation at full census: **65**.

Conservative impact: If 5% of guest-nights avert an ER visit at \$850, savings $\approx$ **\$2,763** per activation. ROI $\approx$ **1.64:1**.

Expanded impact: Add avoided low-level jail bookings for 10% of guest-nights at \$150, additional savings $\approx$ **\$975**. Combined savings $\approx$ **\$3,738** per activation. ROI $\approx$ **2.22:1**.



PO Box 1670 Longview, WA 98632
Phone: 360.846.0272
www.loveoverwhelming.org

These estimates exclude added community benefits such as lower neighbor complaints, cleaner corridors, faster access to care, and fewer EMS welfare checks. The Peer and CHW in-kind presence is a key driver of these savings without increasing City cost.



City of Longview

Agenda Summary

RESOLUTION NO. 2584 - SETTING RATES AND MINIMUM CHARGES FOR STORMWATER UTILITY SERVICES AND REPEALING RESOLUTION NO. 2515

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2584

DATE: November 13, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide water quality and environmental infrastructure

Address quality of place issues

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

This resolution establishes updated rates and minimum charges for stormwater utility services effective January 1, 2026. The recommended rate adjustment for 2026 covers expected inflationary increases, the Cloney Park Emergency Storm Culvert Replacement project undertaken this year and funds the following stormwater capital improvement projects included in the approved 2025-26 City Budget:

- Stormwater Infrastructure Condition Inventory
- Columbia Heights Road Reconstruction (Stormwater portion)

The proposed rate also includes an Urban Forestry program enhancement to fund the City's **diseased tree mitigation plan** developed to address the spread of **Dutch Elm Disease** and **Emerald Ash Borer**, both of which pose significant threats to Longview's urban forest. This enhancement includes:

- The addition of **one (1) Full-Time Equivalent (FTE)** position dedicated to tree treatment, mitigation, and proactive management of affected trees; and
- The **purchase of specialized equipment**, including a tree handler, large-diameter chipper, and tracked skid steer, to efficiently manage large removals and treatment activities associated with diseased trees.

In addition to the rate adjustment, this resolution **modifies the following stormwater utility rate provisions:**

1. Mobile Home Parks and Trailer Parks – Individual pads in mobile home parks and trailer parks are currently treated the same as single family residences. The updated rate structure aligns mobile home and trailer parks with similar customer classes such as multi-family residential and commercial properties by basing them on **measured impervious surface area**, ensuring a more equitable rate methodology.
2. Undeveloped Parcels – The resolution clarifies that undeveloped parcels without impervious surfaces are not subject to stormwater utilities fees.
3. Rate Adjustments - The resolution cleans up language related to rate reductions that may be granted.

FINANCIAL SUMMARY:

The base rate will increase from **\$18.65 to \$19.96 per Equivalent Residential Unit (ERU)**. This increase will provide the necessary revenue to support 2026 stormwater utility programs and capital projects as well the Urban Forestry enhancement to address diseased tree mitigation.

RECOMMENDED ACTION:

Motion to adopt Resolution No. 2584 setting new stormwater utility rates and updating related provisions.

STAFF CONTACT:

Chris Collins, Public Works Director/Asst. City Manager

Attachments:

1. Resolution 2584 - 2026 Stormwater Utility Rate with Urban Forestry Enhancement Redline
2. Resolution 2584 - 2026 Stormwater Utility Rate with Urban Forestry Enhancement
3. 2026 Stormwater Rates with Tree Plan - 11-13-25 Council

RESOLUTION NO. ~~2515-2584~~

A RESOLUTION RELATING TO AND SETTING RATES AND MINIMUM CHARGES FOR STORMWATER UTILITY SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE, AND REPEALING RESOLUTION NO. ~~2474-2515~~.

WHEREAS, Pursuant to Chapter 15.02 of the Longview Municipal Code of Longview, Washington, the City Council of the City of Longview, Washington hereby enacts this Resolution to establish the rates and charges for providing stormwater utility services to cover the projected operating and capital costs of the stormwater utility.

BE IT RESOLVED by the City Council of said City that the following rates for stormwater utility service furnished by said City shall be, and are hereby established, as follows:

Section 1. Definitions:

- (1) “Equivalent Residential Unit” (ERU) means 3,000 square feet of impervious surface area, or a major fraction thereof.
- (2) “Major fraction thereof” means 1,501 square feet or more.
- (3) “Base Rate” means the monthly stormwater utility charge per ERU, which shall be ~~\$18.65~~ \$19.96.

Section 2. Rates for Single-Family Residential, Duplexes, and Triplexes and Mobile Home Parks:

- (1) Single Family Parcels or Single Family Dwellings:
The monthly stormwater utility charge for a single-family parcel or single-family dwelling shall be the Base Rate for one ERU.
- (2) Residential Duplexes and Triplexes:
The monthly stormwater utility charge for duplexes, triplexes and other multiple-family parcels with up to three dwelling units shall be the Base Rate multiplied by the number of dwelling units.
- ~~(3) Mobile Home Parks and Trailer Parks:
The monthly stormwater utility charge for mobile home parks and trailer parks shall be the Base Rate multiplied by the number of pads or spaces designed for temporary or permanent placement of mobile homes, trailers, recreational vehicles, campers, vans or other vehicles designed or used for human occupancy.~~

Section 3. Rates for Other Properties:

The monthly stormwater utility charge for all developed parcels not included in Section 2, including multiple-family dwellings of four or more dwelling units, ~~mobile home parks, trailer parks~~ and mixed-use residential/commercial parcels, shall be determined by dividing the total measured impervious surface area by 3,000 square feet to determine the number of ERUs, and multiplying the resulting number of ERUs by the Base Rate.

Section 4. Streets, Roads and Alleys:

Streets, Roads and Alleys, open to public travel, shall not be subject to stormwater utility fees and charges.

Section 5. Undeveloped Parcels:

Undeveloped parcels ~~without impervious surfaces~~ shall not be subject to stormwater utility fees and charges; ~~provided, however, that such charges shall be applicable to undeveloped parcels at such a time as an application for water or sanitary sewer service to such parcel is approved, or as provided in LMC 15.80.060.~~

Section 6. Rate Adjustments:

A reduction in the Stormwater Utility rates described herein may be granted for the following reasons and purposes:

- (1) Non-residential customers in full compliance with a Washington State NPDES Industrial Stormwater General Permit may receive a twenty-five percent (25%) rate reduction. In order to be eligible for such reduction, the customer must submit an application along with the following documentation to the Stormwater Division of the Public Works Department:
 - (a) A copy of the approved Washington State NPDES Industrial Stormwater General Permit applicable to such ~~parcel~~ customer.
 - (b) Additional permit-related materials such as the facility's stormwater pollution prevention ~~ion~~ plan, discharge monitoring reports, spill response reports, or other similar documentation as requested to demonstrate full compliance with the permit.
- (2) Public and private Schools serving any combination of grades from kindergarten through 12th grade, may receive a twenty-five percent (25%) reduction for developing and administering a water quality education curriculum program. The program must include, but is not limited to, environmental educational instruction on water quality related ~~topics issues, such as safe drinking water, water use reduction, stormwater pollution and general water cycle.~~ To qualify for the rate reduction, the education program is subject to

approval by the Stormwater Division of the Public Works Department ~~as being sufficient to meet the requirements and intents of the Federal Clean Water Act and the City's National Pollutant Discharge Elimination System stormwater discharge permit.~~ The program must be administered annually to all students at the grade levels specified in the approved program to remain eligible for a rate adjustment.

- (3) Non-residential customers may receive a ninety percent (90%) rate reduction for discharging stormwater from the urban watershed.
- (4) The City may periodically request updated documentation to ascertain continued full compliance with the above rate reduction eligibility requirements. Lack of full compliance shall result in restoration of the full stormwater utility charge.

Section 7. Adjustment of Charges and Appeals:

Any customer who believes the charges established for their parcel are in error or is eligible for stormwater rate reductions identified in Section 6 above, may apply in writing using an application form provided by the Stormwater Division of the Public Works Department. Said form shall be completed by the customer and submitted to the Stormwater Division, which shall review said form, shall determine if adjustments are justified or applicable, and shall respond to the customer in writing, setting forth its findings and decision.

Section 8. Exemptions for low income senior citizens and low income disabled citizens:

Low-income senior citizens and low-income disabled citizens, as defined by Resolution of the City Council, shall be exempt from stormwater utility charges.

Section 9. Stormwater-Only Accounts – Delinquent Payments:

For customers with only a stormwater utility account, all money due the City for stormwater utility services shall be due and payable within fifteen (15) days of the billing date shown on each bill, and if not paid within fifteen days thereafter, shall be deemed delinquent. In the event that the account remains delinquent beyond the thirtieth (30th) day after the bill date, a penalty charge shall be assessed in accordance with the following table of delinquent amounts. Thereafter, an additional penalty charge in accordance with the following table of delinquent amounts plus any previous penalty charges assessed, shall be assessed for each successive 30-day period during which such bill, or any portion thereof, remains unpaid.

Delinquent Amount	Penalty Charge
\$1.00 to \$100.00	\$10.00
\$100.01 to \$500.00	\$25.00
\$500.01 and greater	\$50.00

Section 10. Severability:

If any provision of this Resolution or its application to any person or circumstance is found to be invalid, the remainder of this Resolution or the application of the provision to other persons or circumstances is not affected. If Section 10 of this Resolution is found invalid, the effective date of this Resolution and the rates established herein and all the provisions hereof shall be the date of adoption of this Resolution by the City Council of the City of Longview.

BE IT FURTHER RESOLVED that Resolution No. ~~2474-2515~~ passed by the City Council on ~~December 20, 2023~~ ~~August 27, 2024~~, is hereby repealed in its entirety on the date this Resolution becomes effective.

BE IT FURTHER RESOLVED that this Resolution shall take effect on ~~November~~ ~~January~~ 1, ~~2025~~ ~~2026~~.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a meeting of said City Council held on the ~~27th~~ ~~23rd~~ day of ~~August 2024~~ ~~October 2025~~.

M A Y O R

ATTEST:

City Clerk

RESOLUTION NO 2584

A RESOLUTION RELATING TO AND SETTING RATES AND MINIMUM CHARGES FOR STORMWATER UTILITY SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE, AND REPEALING RESOLUTION NO. 2515.

WHEREAS, Pursuant to Chapter 15.02 of the Longview Municipal Code of Longview, Washington, the City Council of the City of Longview, Washington hereby enacts this Resolution to establish the rates and charges for providing stormwater utility services to cover the projected operating and capital costs of the stormwater utility.

BE IT RESOLVED by the City Council of said City that the following rates for stormwater utility service furnished by said City shall be, and are hereby established, as follows:

Section 1. Definitions:

- (1) “Equivalent Residential Unit” (ERU) means 3,000 square feet of impervious surface area, or a major fraction thereof.
- (2) “Major fraction thereof” means 1,501 square feet or more.
- (3) “Base Rate” means the monthly stormwater utility charge per ERU, which shall be \$19.96.

Section 2. Rates for Single-Family Residential, Duplexes, and Triplexes:

- (1) Single Family Parcels or Single Family Dwellings:
The monthly stormwater utility charge for a single-family parcel or single-family dwelling shall be the Base Rate for one ERU.
- (2) Residential Duplexes and Triplexes:
The monthly stormwater utility charge for duplexes, triplexes and other multiple-family parcels with up to three dwelling units shall be the Base Rate multiplied by the number of dwelling units.

Section 3. Rates for Other Properties:

The monthly stormwater utility charge for all developed parcels not included in Section 2, including multiple-family dwellings of four or more dwelling units, mobile home parks, trailer parks and mixed-use residential/commercial parcels, shall be determined by

dividing the total measured impervious surface area by 3,000 square feet to determine the number of ERUs, and multiplying the resulting number of ERUs by the Base Rate.

Section 4. Streets, Roads and Alleys:

Streets, Roads and Alleys, open to public travel, shall not be subject to stormwater utility fees and charges.

Section 5. Undeveloped Parcels:

Undeveloped parcels without impervious surfaces shall not be subject to stormwater utility fees and charges.

Section 6. Rate Adjustments:

A reduction in the Stormwater Utility rates described herein may be granted for the following reasons and purposes:

- (1) Non-residential customers in full compliance with a Washington State NPDES Industrial Stormwater General Permit may receive a twenty-five percent (25%) rate reduction. In order to be eligible for such reduction, the customer must submit an application along with the following documentation to the Stormwater Division of the Public Works Department:
 - (a) A copy of the approved Washington State NPDES Industrial Stormwater General Permit applicable to such customer.
 - (b) Additional permit-related materials such as the facility's stormwater pollution prevention plan, discharge monitoring reports, spill response reports, or other similar documentation as requested to demonstrate full compliance with the permit.
- (2) Public and private Schools serving any combination of grades from kindergarten through 12th grade, may receive a twenty-five percent (25%) reduction for developing and administering a water quality education curriculum program. The program must include, but is not limited to, environmental educational instruction on water quality related topics. To qualify for the rate reduction, the education program is subject to approval by the Stormwater Division of the Public Works Department. The program must be administered annually to all students at the grade levels specified in the approved program to remain eligible for a rate adjustment.
- (3) Non-residential customers may receive a ninety percent (90%) rate reduction for discharging stormwater from the urban watershed.

- (4) The City may periodically request updated documentation to ascertain continued full compliance with the above rate reduction eligibility requirements. Lack of full compliance shall result in restoration of the full stormwater utility charge.

Section 7. Adjustment of Charges and Appeals:

Any customer who believes the charges established for their parcel are in error or is eligible for stormwater rate reductions identified in Section 6 above, may apply in writing using an application form provided by the Stormwater Division of the Public Works Department. Said form shall be completed by the customer and submitted to the Stormwater Division, which shall review said form, shall determine if adjustments are justified or applicable, and shall respond to the customer in writing, setting forth its findings and decision.

Section 8. Exemptions for low income senior citizens and low income disabled citizens:

Low-income senior citizens and low-income disabled citizens, as defined by Resolution of the City Council, shall be exempt from stormwater utility charges.

Section 9. Stormwater-Only Accounts – Delinquent Payments:

For customers with only a stormwater utility account, all money due the City for stormwater utility services shall be due and payable within fifteen (15) days of the billing date shown on each bill, and if not paid within fifteen days thereafter, shall be deemed delinquent. In the event that the account remains delinquent beyond the thirtieth (30th) day after the bill date, a penalty charge shall be assessed in accordance with the following table of delinquent amounts. Thereafter, an additional penalty charge in accordance with the following table of delinquent amounts plus any previous penalty charges assessed, shall be assessed for each successive 30-day period during which such bill, or any portion thereof, remains unpaid.

Delinquent Amount	Penalty Charge
\$1.00 to \$100.00	\$10.00
\$100.01 to \$500.00	\$25.00
\$500.01 and greater	\$50.00

Section 10. Severability:

If any provision of this Resolution or its application to any person or circumstance is found to be invalid, the remainder of this Resolution or the application of the provision to other persons or circumstances is not affected. If Section 10 of this Resolution is found invalid, the effective date of this Resolution and the rates established herein and all the provisions hereof shall be the date of adoption of this Resolution by the City Council of the City of Longview.

BE IT FURTHER RESOLVED that Resolution No. 2515 passed by the City Council on August 27, 2024, is hereby repealed in its entirety on the date this Resolution becomes effective.

BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1, 2026.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a meeting of said City Council held on the 23th day of October 2025.

M A Y O R

ATTEST:

City Clerk

2026 Stormwater Rate Adjustment: Urban Forest Disease Response & 2026 Capital and Operating Costs

October 23, 2025



**PARKS &
RECREATION**
CITY OF LONGVIEW



Tonight's Agenda



TREE
PRESERVATI
ON
STRATEGY



PROPOSED
RATE
ADJUSTMENT



EXPENDITUR
E & REVENUE
FORECAST



RECOMMENDE
D ACTION



**PARKS &
RECREATION**
CITY OF LONGVIEW

Tree Preservation Strategy

Option A: Internal

Treatment: \$127,500 (staff & treatment supplies)

Removal & Replacement: ~\$343,000
(tree harvester, large chipper, tracked skid-steer, tree replacement funds)

Yearly Cost: ~\$470,500

Total Cost over 10 Years: ~\$4,765,000



Stormwater Utility Programs

- 💧 Operations and maintenance of City stormwater infrastructure and facilities
- 💧 Regulatory compliance with NPDES municipal stormwater permit
- 💧 Development review and inspection
- 💧 City-wide street sweeping program
- 💧 Leaf pickup (fall months)
- 💧 Urban forestry program
- 💧 Sidewalk repair & replacement program
- 💧 Stormwater capital improvements



Proposed 2026 Stormwater Rate Adjustment

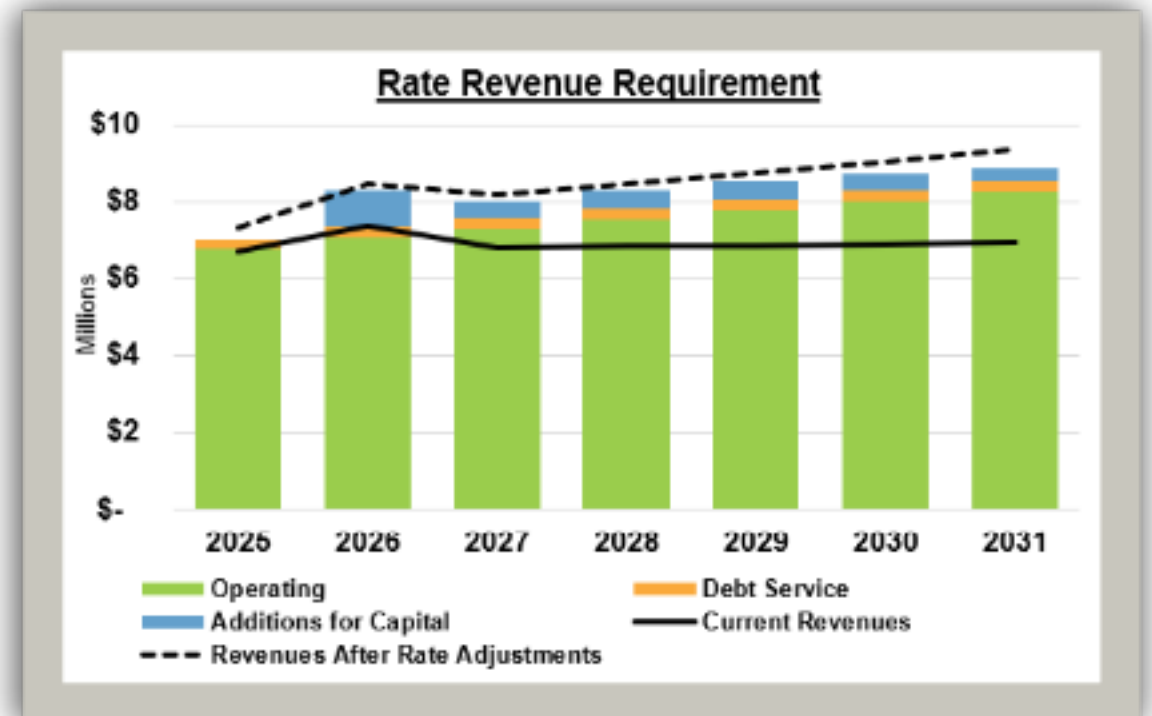
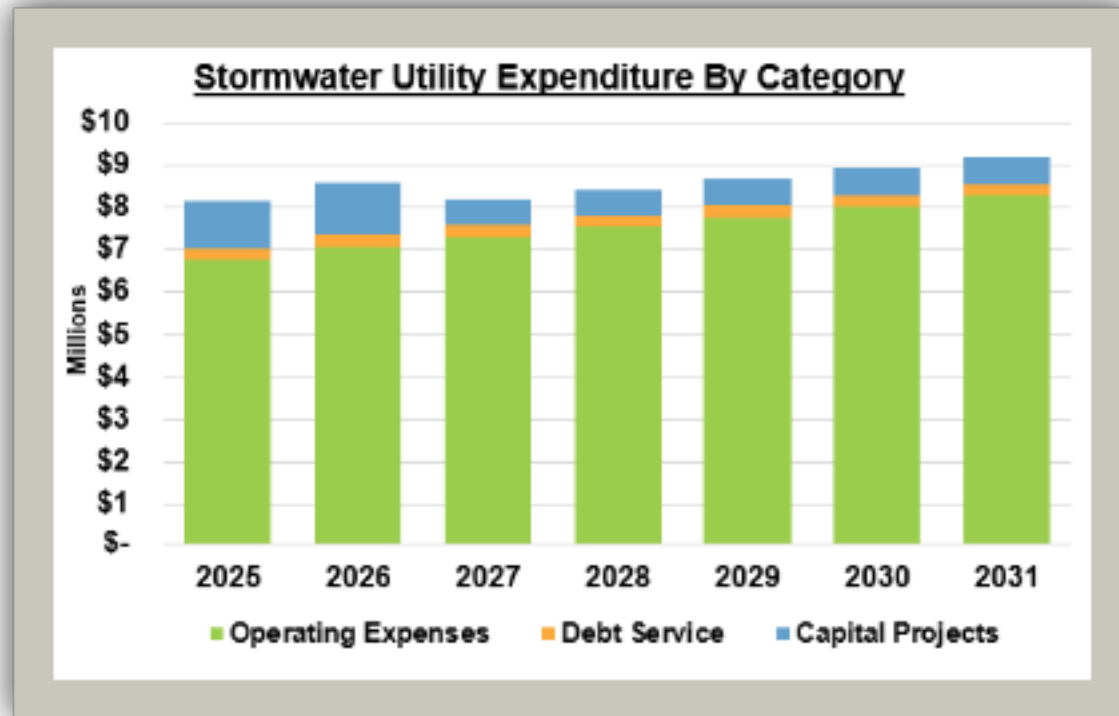
**Monthly increase of
\$1.31 to \$19.96 per ERU**

Rate adjustment includes the following CIPs/enhancements:

- **Cloney Park Emergency Storm Culvert Replacement (\$400,000)**
- **Stormwater Infrastructure Condition Inventory (\$150,000)**
- **Columbia Heights Road Reconstruction (\$500,000)**
- **Urban Forestry DED/EAB Treatment (\$127,500)**
- **Urban Forestry DED/EAB Removal/Replacement (\$343,000)**
- **Inflationary Adjustments to Programmatic Costs**



Future Stormwater Expenditure & Revenue Model Forecast



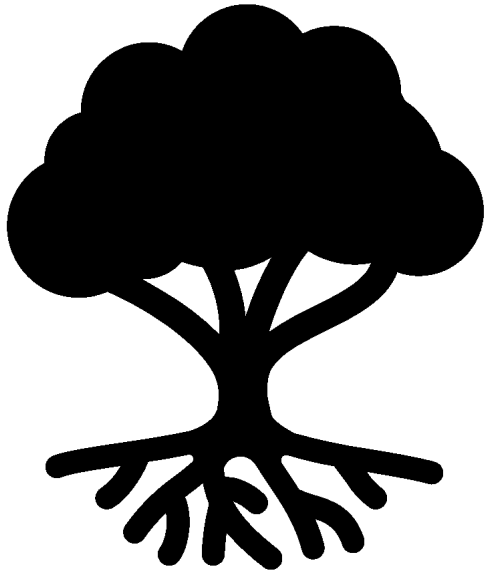
Our Ask: A Forward-Thinking, Preservation-Focused Plan

Recommended Action

- Motion to adopt Resolution No. 2584, setting new Stormwater Utility Rates and updating related provisions.



**PARKS &
RECREATION**
CITY OF LONGVIEW



**PARKS &
RECREATION**

CITY OF LONGVIEW



Questions or Comments?



City of Longview

Agenda Summary

RESOLUTION NO. 2592 - INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR JAIL SPACE AT COWLITZ COUNTY JAIL

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2592

DATE: November 13, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

Preserve and enhance neighborhoods

Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City of Longview Police Department utilizes the Cowlitz County Jail for the booking, housing, and care of individuals arrested or detained under City authority. The proposed Interlocal Agreement for Jail Space at the Cowlitz County Jail formalizes the arrangement between the City of Longview and Cowlitz County for the continued use of County jail facilities and services.

The agreement establishes the terms and conditions under which the County will accept, house, and provide care for inmates arrested or sentenced under City jurisdiction. It also defines responsibilities for inmate transportation, medical care, billing procedures, and liability.

The agreement includes a three-year initial term (July 1, 2025 – June 30, 2028), with automatic annual renewals thereafter unless modified or terminated by either party with 180 days' notice.

The contract sets forth the following key provisions:

- **Daily Housing Rate:** Per diem rate for each day or portion of a day an inmate is held, adjusted annually per Appendix C.
- **Booking and Medical Transport Fees:** Established based on the hourly wage of a step-three corrections officer, with annual notice of adjustments.
- **Medical Costs:** The City reimburses the County for any third-party medical, dental, or psychiatric expenses incurred for City inmates.

STAFF CONTACT:

Chief Robert Huhta

Attachments:

1. Longview.Jail.Interlocal 093025
2. Resolution no. 2592

AGREEMENT FOR JAIL SPACE AT THE COWLITZ COUNTY JAIL

THIS AGREEMENT is made and entered into by and between Cowlitz County, a political subdivision of the State of Washington (hereinafter "County"), with its principal offices at 207 4th Ave N, Kelso, Washington, and The City of Longview by and for the Longview Police Department a political subdivision of the State of Washington (hereinafter "Contract Agency"), with its principal offices at 1351 Hudson St., Longview, WA 98632.

RECITALS

WHEREAS the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants.

WHEREAS the Contracting Agency wishes to designate County Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody.

WHEREAS the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein.

WHEREAS, pursuant to Chapters RCW 39.34.180 and 70.48 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, it is considered necessary and desirable, and in the public interest, that the County and the Contract Agency exercise these rights and privileges afforded by these statutes and laws; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

PURPOSE: It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at 1935 1st Avenue, Longview WA 98632.

MAILING AND CONTACT ADDRESS: All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County:
Cowlitz County Corrections
1935 1st. Ave. Longview, WA 98632

Contract Agency:
Longview Police Department
1351 Hudson St. Longview WA 98632

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the start of business, on the next business day following successful transmission.

Each party must always have a contact person this agreement is in force. Parties may change their contact with the person by submitting notice of such change to the other party in writing. The designated contact people for the parties are:

County:
Director Marin Fox
1935 1st. Ave. Longview WA 98632

Contract Agency:
Chief Robert Huhta
1351 Hudson St. Longview WA 98632

1. DEFINITIONS:

- a. "Jail facilities" shall mean those facilities operated by the Cowlitz County Corrections Department and used to house adult individuals awaiting court disposition and or serving sentences that do not exceed one year following conviction of a criminal offense.
- b. "Contract Agency inmate" shall mean an individual detained or arrested on misdemeanor or gross misdemeanor charges by law enforcement officers of the Contracting Agency, while that individual is awaiting trial, sentencing, or other disposition on criminal charges, or serving a sentence imposed upon conviction by a court of limited jurisdiction.

2. AVAILABILITY OF JAIL FACILITIES:

- a. County shall accept an inmate requested by Contract Agency based on the current acceptance criteria (see Appendix A) as determined by the County. The County will accept and keep inmates at the request of the Contract Agency, unless the jail facility is declared at or near capacity by court order, if its inmate population is at capacity or so near capacity there is a risk the reasonable operational capacity limits of the jail facilities might be reached or exceeded. Reasonable operational capacity is determined by the county and may be impacted by state and federal regulations, epidemics, natural disasters and other factors outside of the County's control. The County will meet with the Contract Agency if the jail is reaching operational capacity to discuss possible booking restrictions. The County will meet with the Contract Agency prior to making changes to the acceptance criteria. The County will not restrict bookings of felony arrests, or any other mandatory arrests per RCW made by the Contract Agency.
- b. It is understood and agreed that the County shall have no obligation to confine additional Contract Agency inmate when the jail facilities are at its maximum rated capacity, and in such event, Contract Agency will make diligent efforts to confine its

inmates in facilities other than the County jail. The County Corrections Department shall always remain authorized to control inmate population in accord with County promulgated policies. The County Corrections Department shall make the best efforts to advise the Contract Agency in writing as soon as possible if the Corrections Department determines the jail facility has reached capacity and cannot accept additional Contract Agency inmates.

3. COMPENSATION FROM CONTRACT AGENCY:

- a. Daily Rate: The Contract Agency agrees to pay the County a daily rate for each day or portion of a day a Contract Agency inmate is in custody at the Jail Facilities. For purposes of this section, a “day” shall be defined as the twenty-four (24) hour period beginning at the time the County assumes custody of the Contract Agency inmate pursuant to Section 5 herein below. In return for the County’s housing of an inmate of the Contract Agency, the Contract Agency shall pay the County a per diem rate for all Contract Agency inmates in custody. Such time shall be measured from the time said inmate is transferred to the custody of the County and ends when the inmate is released.
- b. Annual Rate Increase. The daily rate for housing prisoners is adjusted annually by the County based on the formula in Appendix C. The rate change will go into effect June 1 of each year. The adjusted daily rate anticipated for the next year shall be provided to the Contract Agency no later than May 1 of each year. The County shall not exceed a five percent (5%) increase over the current rate without entering negotiations with the City for a different rate adjustment. However, if the County incurs a total increase in their jail medical services contract that exceeds ten percent (10%) of prior year, then the cap would be allowed to not exceed a maximum of seven percent (7%) of prior daily rate charged to offset unprecedented increases in medical services contract.
- c. Other Costs. The Contract Agency shall also pay such other costs as are incurred by County or third parties in incarcerating inmates on behalf of Contract Agency, as set forth herein, including but not limited to any medical costs required by Section 4, Booking Fees and Medical Transport Fees.
- d. Split Billing. If an inmate is being held on charges for more than one Contract Agency, the billing will be split as outlined in Appendix B
- e. Medical Transport Fee: The Medical Transport Fee shall be established at a sum equal to three hours of the step three overtime hourly wage for a corrections officer on January 1 of the calendar year. July 1, 2025, to June 30, 2026, Medical Transport fee shall be \$293.46. July 1, 2026, to June 30, 2027, the Medical Care Transport fee shall be \$302.91. For succeeding years, the County shall notify the Contract Agency in writing of the Medical Transport Fee no later than May 1 preceding the effective date July 1. The Contract Agency shall have the option of accepting such proposed medical transport fee or entering negotiations with the County for a differing adjustment and submitting the matter to binding arbitration where necessary in the same manner as provided above for establishment of the daily rate.

- f. Medical Transport Fee Billing. The Contract Agency shall pay a Medical Transport Fee, in proportion to the other Contract Agencies for which the inmate is in the Jail facility, for each Contract Agency inmate transported by County as follows:
1. For transport to an emergency room, Western State Hospital or medical appointments outside Cowlitz County, a fee equal to the Medical Transport Fee multiplied by the actual hours required for the transport rounded to the nearest hour from the time of departure from the jail up to and including the time the County staff is relieved by the staff of the Contract Agency.
 2. For all other necessary medical care appointments not set forth in Section 4 a flat fee equivalent to the Medical Transport Fee.
- g. Custody of Inmate. The Contract Agency shall remain responsible for assuming custody of and providing security for Contract Agency Inmates who are admitted into a hospital. Whenever a Contract Agency Inmate is admitted to a hospital, the Contract Agency shall be notified by the Director of the Corrections Department, or his/her designee, and such Contract Agency must assume responsibility of the prisoner within one (1) hour of such notice or as soon as reasonably possible thereafter.
- h. Misdemeanor Booking and Release Fee: In the event that a person is arrested for a misdemeanor or a gross misdemeanor and is booked at the Jail Facilities but is not placed in housing at the Jail Facilities, the Contract Agency shall pay a booking fee. The booking fee will cover the cost of registering, fingerprinting, photographing and initial screening and examination of persons presented for confinement; for inventorying and safekeeping of their accepted personal property; for maintaining the Jail Facilities register (book of arrests) and such other booking functions as may be established pursuant to this Agreement, by order of a court of competent jurisdiction and/or the State of Washington.
- i. Fee Structure. The booking & release fee shall be established at a sum equal to one hour of the step three hourly wage for a corrections officer on January 1 of the year. July 1, 2025, to June 30, 2026, booking fee shall be) \$65.21 July 1, 2026, to June 30, 2027, the booking fee shall be) \$67.31. For succeeding years, the County shall notify the Contract Agency in writing of the booking fee no later than May 1 preceding the effective date July 1. The Contract Agency shall have the option of accepting such proposed booking fee or entering negotiations with the County for a differing adjustment and submitting the matter to binding arbitration where necessary in the same manner as provided above for establishment of the daily rate.
- j. Billing. The County will bill the Contract Agency each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month.
- k. Payment: All fees chargeable to the Contract Agency under this section shall be due and payable by the Contract Agency to the County within thirty (30) days from and after receiving an itemized invoice in a form acceptable to the Contract Agency. The County agrees to the monthly bill for all sums described hereunder.

- l. Transportation and Supervision Outside Jail. The Contract Agency shall be responsible for transportation of Contract Agency inmates to and from the Jail Facilities for any reason and for supervision of such prisoners during such time as they may be outside the Jail Facilities, including, but not limited to transportation to the court for any legal proceedings, except as otherwise provided herein.

4. MEDICAL COSTS AND TREATMENT:

- a. Services Provided. Upon acceptance of custody of the County, the County shall provide or arrange for the Contract Agency's inmates to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the County and applicable law.
- b. Cost Responsibility. The Contract Agency shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to a misdemeanor inmate which as determined by the County require the services of a third party medical, dental or psychiatric services provider, and for all emergency medical, dental or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County. The County should bill the Contract Agency only for the actual costs charged to the County and shall provide an itemization with such billing. The inmate shall be responsible for the cost of their medical care to the extent that the inmate is able to pay for such care, including reimbursement from public assistance, insurance programs, or other medical benefit programs available.
- c. Notice. Except in case of situations deemed an emergency as determined by the County, the County shall notify the Contract Agency's contact person, prior to transfer of a Contract Agency's inmate to a medical, dental or psychiatric provider outside of the County jail or to a hospital or medical, psychiatric or dental services.
- d. Contract Agency Initiated Release. At the discretion of the Contract Agency, a judge may be asked to release a Contract Agency inmate to allow the inmate to receive medical treatment.
- e. Pre-Confinement Consents or Refusals. If a Contract Agency inmate has either 1) received medical, psychiatric or dental treatment; or 2) refused any medical, psychiatric or dental treatment, from the Contract Agency or any third-party provider of such services before transfer for confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).
- f. Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate.

5. ACCEPTANCE OF CONTRACT AGENCY INMATES:

- a. Acceptance of Contract Agency Inmate. Contract Agency enforcement officers placing arrested persons in the Jail Facilities shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the County corrections officer audibly states that

the screening is complete, and at such time, and only then, will the County come into custody of said inmate.

- b. Copy of Arrest Warrant or Citation. Contract Agency enforcement officers placing arrested persons in the Jail Facilities shall furnish an arrest warrant, citation or charging and bail information to the County prior to the County accepting custody of the inmate.
- c. Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency inmate who, at the time of booking to the County jail for confinement appears, as determined by the County, in need of medical and/or psychiatric care until the Contract Agency has provided medical or psychiatric treatment to the inmate to the satisfaction of the County. Prior to acceptance of booking, it is the Contract Agency's responsibility to provide information relevant to the care and custody of the Contract Agency's inmate.

6. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

- a. The County agrees to manage, maintain and operate its facilities consistently with all applicable federal, state and local laws.
- b. Early Release Credit and Discipline. With respect to the Contract Agency's inmates, the County shall maintain and manage disciplinary issues and shall administer sanctions, including removal of earned early release credit, as per facility rules. No discipline prohibited by federal, or state law will be permitted. The disciplinary policies and rules of the County jail shall apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.
- c. Inmate Accounts. The County shall establish and maintain an account for each inmate received from the Contract Agency and shall credit to such an account all money received from an inmate or from the Contract Agency on behalf of an inmate. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs.
- d. Programs. The County shall provide the Contract Agency's inmates with access to all educational, recreational, and social service programs offered at the County jail under the terms and conditions applicable to all other inmates at the jail.
- e. PREA – Custodial and Sexual Misconduct. In performance of services under this agreement, the County shall adopt and comply with all federal and state laws regarding sexual misconduct and sexual harassment, including but not limited to the Prison Rape Elimination Act of 2003 (PREA).

7. ACCESS TO FACILITY AND PRISONERS:

- a. Access to Inmates. Contract Agency personnel shall have the right to interview inmates at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Cowlitz County Corrections Department.

8. ESCAPES AND DEATHS:

- a. Escapes. In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified by phone or in email, and by follow-up writing as soon as practical.
- b. Deaths. In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency shall be promptly notified by phone and in writing

9. POSTING OF BAIL:

- a. The County shall serve as an agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's inmates. Bail posted for Contract Agency inmates shall adhere to the County's bail guidelines.

10. RECORD KEEPING:

- a. The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's inmates consistent with the record keeping by the County for all other inmates. The County shall make copies of said records available to the Contract Agency at its request. The Contract Agency will be bound by all confidentiality laws applicable to jail and/or medical records.

11. INDEMNIFICATION AND INSURANCE:

- a. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, and agents, harmless from and against any and all claims (including, but not limited to, claims relating to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury), damages, losses and expenses, including but not limited to court costs, and attorney's fees, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property which are alleged or proven to be caused by an act of omission, negligent or otherwise, of its elected and appointed officials, employees, and/or agents.
- b. A party shall not be required to indemnify, defend, or hold the other party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property is caused by the sole act or omission of the other party. In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each party's comparative liability.
- c. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any are adjudicated. If any claim is resolved by voluntary settlement, both parties must consent to the settlement. If a party does not express consent to a voluntary settlement, then the non-consenting party shall not be bound by the settlement.
- d. In the event a dispute should arise between the parties, before filing an action in court, the parties agree to use an alternative dispute resolution ("ADR") process

such as mediation, through an agreed upon mediator and process. All costs for mediation services would be divided equally between the parties. Each party would be responsible for the costs of its own legal representation incurred in conjunction with pre-litigation ADR.

- e. The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts if required, and to the extent required, by a party's obligations to indemnify, defend and hold harmless the other party.
- f. Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense. The foregoing indemnification obligations of the parties are a material inducement to enter into the Agreement and have mutually negotiated. The provisions of this section shall survive any termination or expiration of this Agreement.
- g. The County and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. Insurance policies should provide coverage on an occurrence basis. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Such insurance shall be additive and not a limit to the amount recoverable in the event of a dispute.
- h. The County and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the insurance obligations set forth in this Agreement.

12. NON-DISCRIMINATION POLICY:

- a. The County and the Contract Agency agree not to discriminate in the performance of this Agreement on the basis of race, sexual orientation, color, national origin, sex, age religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap, or any other classes of persons protected from discrimination by any Federal or State law.

13. ADMINISTRATION/DISPOSAL OF PROPERTY:

- a. This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the County shall be responsible for administering the confinement of inmates hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion. Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

14. WAIVER OF RIGHTS:

- a. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment or acceptance of a billing, or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

15. TERMINATION:

- a. This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective 180 days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected inmates, if any.

16. WAIVER OF ARBITRATION RIGHTS:

- a. Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

17. DURATION.

- a. The initial term of this contract shall be July 1, 2025 to June 30, 2028. Thereafter, it shall be automatically renewed from year to year unless otherwise modified or terminated under the terms set forth in Section 15 above. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

18. GOVERNING LAW:

- a. The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement.

19. MISCELLANEOUS:

- a. In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, or employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation.

Interlocal Agreement for Use of Cowlitz County Jail Facilities

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 2025.

CITY OF LONGVIEW

Name: Jennifer Wills

Title: City Manager

Date:

(Optional for Commissioner Approval)

ATTEST:

Kelly Grayson, Clerk of the Board

COWLITZ COUNTY:

Richard Dahl, Chairman

Steve Rader, Commissioner

Steven Ferrell, Commissioner

(BOCC approval subject to Board ratification or authorization)

CONTRACT HAS BEEN APPROVED AS TO FORM BY COWLITZ COUNTY PROSECUTING ATTORNEY

Appendix A

Booking Acceptance Criteria

Cowlitz County Jail Booking Acceptance Criteria

Felonies:

All felony PC and warrants

Misdemeanors (other than DWLS, see below):

All misdemeanor citations and warrants

DWLS:

Add warrants when accepted on a bookable offense

Accept if more than one DWLS charge (warrant or citation)

Out of County Warrants:

Felony only

Appendix B

Contract Agency Billing

Daily Snapshot Billing System

- The system works by capturing the status of each inmate's charges each day.
- For example, if an inmate is in custody on February 1 for a Longview misdemeanor and a Superior Court charge, Longview is billed for 1/2 daily rate for February 1.
- That only changes once the charge is dismissed/sentence complete/PR etc.
- If the charge is dismissed on February 2, Longview would still be charged for February 1.
- Billing is based on the inmate's status that day.

Agency Split Billing

- The billing is split based on the holding authority.
- If an inmate is sitting in jail on Kelso, Longview and Superior Court, Kelso is billed a 1/3, Longview is billed a 1/3. The 1/3 is attributed to the Superior Court charge (The County) and isn't billed.
- Superior Court, District Court and Washington State Patrol aren't billed at all, but they factor into the split.

Washington State Department of Corrections (DOC) Billing

- DOC billing is done by manual calculation.
- DOC doesn't split with anything.
- If an inmate is here on a DOC hold and Longview, Longview is billed fully. Once the Longview charge is dismissed/sentence complete/PR etc, then DOC is billed fully.
- The exception to this is DOC swift and certain sanctions. Those are billed fully no matter if there are other charges.

Appendix C

2025 Jail Daily Fixed Rate (based on 2024 actuals)			
Jail	00199-110100-5236000	\$ 8,622,886	
Jail medical (inside medical)	00199-110100-5236000-5410800	\$ 2,535,610	
Offender Services	00199-111100-5232000	\$ 1,037,425	
Total jail and offender services costs:			\$ 12,195,922
2024 maintenance costs - o&m supplies	00199-095100-5183070-5314000	\$ 12,414	
2024 small tools cost	00199-095100-5183070-5350100	\$ 2,527	
2024 maintenance costs - professional & contract services	00199-095100-5183070-5410100	\$ 9,285	
2024 maintenance costs - solid waste	00199-095100-5183070-5470400	\$ 320	
2024 maintenance costs - repairs & maintenance	00199-095100-5183070-5480100	\$ 66,050	
2024 maintenance costs - miscellaneous	00199-095100-5183070-5492000	\$ 437	
Total maintenance costs:			\$ 91,033
Inmate related expenses - food	00199-110100-5236000-5310300	\$ (518,187)	Deduct from Jail line above
Inmate related expenses - drugs	00199-110100-5236000-5310500	\$ (241,324)	
Inmate related expenses - inmate supplies	00199-110100-5236000-5314400	\$ (89,246)	
Total inmate related expenses:			\$ (848,757)
MH Reimbursement - Expansion of Mental Health Svcs - Jail (now in daily rate)	00199-110100-5236000-5410100	\$ (743,080)	
MH Reimbursement - Corrections Officer (includes associated IT, Property/Liability, L&L, , indirect rate)	00199-110100-5236000-5410100	\$ (139,166)	
MH Reimbursement - Corrections Officer (includes associated IT, Property/Liability, L&L, , indirect rate)	00199-110100-5236000-5410100	\$ (133,500)	
MH Reimbursement - MAT expansion	00199-110100-5236000-5410100	\$ (269,266)	
			\$ (1,285,012)
Total adjusted budget			\$ 10,153,185
Divided by - 365 (calendar days)			\$ 365
Daily fixed cost			\$ 27,816.95
Divided by - 301 (jail bed capacity)			\$ 301
Daily fixed cost			\$ 92.42
Jail Daily Inmate Expense Rate			
Inmate related expenses - food	00199-110100-5236000-5310300	\$ 518,187	
Inmate related expenses - drugs	00199-110100-5236000-5310500	\$ 241,324	
Inmate related expenses - inmate supplies	00199-110100-5236000-5314400	\$ 89,246	
Total inmate related expenses:			\$ 848,757

DOC medical	00199-110100-8002100-3423000	\$ (2,274)	\$ (2,274)
SCAP	00199-110100-4060100-3311600	\$ -	Reimbursement for
OPSI reimbursement	00199-110100-4553000-3331000	\$ (9,013)	Dept of Agriculture
OPSI reimbursement	00199-110100-4555000-3331000	\$ (14,328)	\$ (23,341)
MH tax reimbursement <i>(MAT medication)</i>	00199-110100-3048200-3970001	\$ (41,567)	\$ (41,567)
Total inmate related expenses			\$ 781,575
Divided by - 365 <i>(calendar days)</i>			365
Daily Inmate Expenses			\$ 2,141.30
Divided by - ADP <i>(including DOC)</i>			192
Daily Inmate Expense Rate			\$ 11.15
Depreciation		\$ 437,971	
Divided by 365 days		\$ 365	
Daily depreciation		\$ 1,200	
divided by beds		\$ 301	
daily rate per bed			\$ 3.99
Jail Daily Rate			
Daily Fixed Rate			\$ 92.42
Plus - Daily Inmate Expense Rate			\$ 11.15
Jail depreciation rate			\$ 3.99
Jail Daily Rate Total			\$ 107.55

**CITY OF LONGVIEW
RESOLUTION NO. 2592**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR JAIL SPACE AT THE
COWLITZ COUNTY JAIL**

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the City of Longview is authorized by law to operate a jail for misdemeanants.

WHEREAS, the City of Longview wishes to designate County Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City of Longview's custody.

WHEREAS, the County is amenable to accepting and keeping inmates received from the City of Longview in the County's custody at its jail for a rate of compensation mutually agreed to herein.

WHEREAS, pursuant to Chapters RCW 39.34.180 and 70.48 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, it is considered necessary and desirable, and in the public interest, that the County and the City of Longview exercise these rights and privileges afforded by these statutes and laws; and

WHEREAS, the County and City of Longview have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

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

Section 1. The City Manager is hereby authorized and directed to execute the Interlocal Agreement by and between the City of Longview and Cowlitz County.

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON,
THIS _____ DAY OF _____, 2025.**

Mayor

ATTEST:

City Clerk



City of Longview

Agenda Summary

RESOLUTION 2594 - APPROVING AN ADJUSTMENT TO THE COMPENSATION PAID TO WASTE CONTROL, INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES PURSUANT TO THE EXISTING SOLID WASTE SERVICES CONTRACT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2594

DATE: November 13, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Pursuant to the provisions of the existing solid waste contract, Waste Control is requesting an increase to the compensation from the City of Longview due to the increase in the State B&O tax from ESSB 2081. This ESSB raised the state B&O tax from 1.75% to 2.1%, and accordingly, Waste Control is requesting an increase in compensation of 0.35%. This would represent an approximate increase of \$12-24K over the course of a year, and approximately \$35-40k over the remaining life of the contract. This is an increase in compensation costs from the City to Waste Control, and does not change the current solid waste rates charged to City residents.

STAFF CONTACT:

Nick Little, Community and Economic Development Director

Attachments:

1. 1_Resolution 2594
2. 2_Res 2594 - Exhibit A

CITY OF LONGVIEW, WASHINGTON

RESOLUTION NO. 2594

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON,
APPROVING AN ADJUSTMENT TO THE COMPENSATION PAID TO WASTE CONTROL,
INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES PURSUANT TO THE
EXISTING SOLID WASTE SERVICES CONTRACT**

WHEREAS, the City of Longview (“City”) and Waste Control, Inc. (“Contractor”) are parties to a Solid Waste and Recycling Collection Services Agreement (the “Agreement”) governing the collection, transportation, and disposal of solid waste and recyclable materials within the City; and

WHEREAS, under the terms of the Agreement, the Contractor is entitled to request an adjustment to the compensation paid by the City to account for regulatory changes or material hardships imposed by changes in federal, state, or local laws; and

WHEREAS, during the 2025 legislative session, the Washington State Legislature enacted Engrossed Substitute Senate Bill (ESSB) 2081, which increased the Business and Occupation (B&O) tax rate applicable to solid waste collection services from 1.75 percent (1.75%) to 2.1 percent (2.1%); and

WHEREAS, this change in state law directly increases the cost of providing solid waste and recycling collection services under the Agreement; and

WHEREAS, Waste Control, Inc. has submitted a written request to the City for an adjustment in compensation of an additional 0.35% to the current compensation rates to reflect the increased B&O tax rate, in accordance with the provisions of the Agreement; and

WHEREAS, City staff has reviewed the requested rate adjustment and determined it to be consistent with the terms of the Agreement and necessary to maintain the Contractor’s ability to recover the increased tax costs mandated by state law;

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

1. **Approval of Rate Adjustment.** The City Council hereby approves the requested adjustment to the compensation paid to Waste Control, Inc. under the Solid Waste and Recycling Collection Services Agreement to reflect the increase in the State of Washington Business and Occupation tax rate from 1.75% to 2.1%, as enacted by ESSB 2081. The adjustment would increase the compensation rates by 0.35%, as shown in Exhibit A.

2. **Effective Date.** The adjusted rates shall take effect on December 1st, 2025 and shall remain in effect until further modified in accordance with the terms of the Agreement.
3. **Authorization.** The City Manager, or designee, is hereby authorized to execute any documents or take any administrative actions necessary to implement this resolution.

Passed by the City Council of the City of Longview, Washington at the regular meeting of said Council held on the 13th day of November, 2025.

By: _____
Spencer Boudreau, Mayor

ATTEST:

City Clerk

Exhibit A - Amended Compensation Rates

Contractor Service Codes and Rates

Code	Description	Longview Current Rates		New Rates	
		Amount	CPI %	Amount	
001	Special Clean Up Per Minute	\$ 1.61	0.35%	\$ 1.62	
002	Downtown Container	\$ 6.90	0.35%	\$ 6.92	
003	Special Picks Off Route	\$ 24.11	0.35%	\$ 24.19	
004	90 Gal Multiple Accts	\$ 2.68	0.35%	\$ 2.69	
005	300 Gal Multiple Accts	\$ 4.69	0.35%	\$ 4.71	
006	Special Pick In Route	\$ 16.09	0.35%	\$ 16.14	
090	Commercial Cart	\$ 2.68	0.35%	\$ 2.69	
101	Residential Cart	\$ 1.77	0.35%	\$ 1.78	
105	Residential Shared Tub	\$ 2.04	0.35%	\$ 2.05	
107	Res Tub (MF 4 units or less)	\$ 2.04	0.35%	\$ 2.05	
111	Residential Deluxe <75ft	\$ 4.24	0.35%	\$ 4.25	
112	Residential Deluxe >75ft	\$ 5.58	0.35%	\$ 5.60	
130	Multi-Family Cart	\$ 1.77	0.35%	\$ 1.78	
135	Multi-Family Tub	\$ 2.04	0.35%	\$ 2.05	
140	Duplex/Shared Tub	\$ 2.04	0.35%	\$ 2.05	
150	Commercial Shared Tub	\$ 4.69	0.35%	\$ 4.70	
300	Commercial Tub	\$ 4.69	0.35%	\$ 4.71	
350	Commercial Deluxe Tub	\$ 5.03	0.35%	\$ 5.04	
360	Commercial Deluxe Cart	\$ 1.77	0.35%	\$ 1.78	
5572	2yd Front Loader	\$ 38.17	0.35%	\$ 38.30	
5573	3yd Front Loader	\$ 52.08	0.35%	\$ 52.27	
5574	4yd Front Loader	\$ 61.30	0.35%	\$ 61.52	
5575	5yd Front Loader	\$ 72.57	0.35%	\$ 72.82	
5576	6yd Front Loader	\$ 82.91	0.35%	\$ 83.20	
5577	4yd Front Loader Com	\$ 106.73	0.35%	\$ 107.10	
5578	Deluxe F/L Pick	\$ 5.03	0.35%	\$ 5.04	
5580	Stationary Packer	\$ 92.98	0.35%	\$ 93.30	
5590	Monthly D/B Rental	\$ 94.25	0.35%	\$ 94.58	
5591	Solid Lid Monthly Rent	\$ 215.54	0.35%	\$ 216.30	
5592	20yd Drop Box	\$ 75.44	0.35%	\$ 75.71	
5593	30yd Drop Box	\$ 79.23	0.35%	\$ 79.50	
5594	40yd Drop Box	\$ 82.99	0.35%	\$ 83.28	
5595	25yd Drop Box	\$ 77.35	0.35%	\$ 77.62	
5596	Dropbox Respot	\$ 47.53	0.35%	\$ 47.70	
5602	LSD 2yd Frontloader	\$ 18.05	0.35%	\$ 18.12	
5603	LSD 3yd Frontloader	\$ 23.47	0.35%	\$ 23.55	
5604	LSD 4yd Frontloader	\$ 24.83	0.35%	\$ 24.92	
5605	LSD 5yd Frontloader	\$ 26.98	0.35%	\$ 27.08	
SPLSD2YD	2 Yd Frontloader Special-Pick Rate for LSD	\$ 37.15	0.35%	\$ 37.28	
SPLSD3YD	3 Yd Frontloader Special-Pick Rate for LSD	\$ 51.09	0.35%	\$ 51.27	
SPLSD4YD	4 Yd Frontloader Special-Pick Rate for LSD	\$ 60.41	0.35%	\$ 60.62	

SPLSD5YD	5 Yd Frontloader Special-Pick Rate for LSD	\$	70.92	0.35%	\$	71.17
SPLSD6YD	6 Yd Frontloader Special-Pick Rate for LSD	\$	82.04	0.35%	\$	82.32
SPCOM2YD	2 Yd Frontloader Special-Pick Commercial	\$	40.22	0.35%	\$	40.37
SPCOM3YD	3 Yd Frontloader Special-Pick Commercial	\$	54.20	0.35%	\$	54.39
SPCOM4YD	4 Yd Frontloader Special-Pick Commercial	\$	63.47	0.35%	\$	63.69
SPCOM5YD	5 Yd Frontloader Special-Pick Commercial	\$	74.32	0.35%	\$	74.58
SPCOM6YD	6 Yd Frontloader Special-Pick Commercial	\$	84.71	0.35%	\$	85.00
DEL	Delivery of Drop-Box	\$	47.53	0.35%	\$	47.70
RESPOT	Respot Perm Drop-box to new location	\$	47.53	0.35%	\$	47.70
1STUFF	1st Overstuffed Container	\$	16.10	0.35%	\$	16.15
ADDSTUFF	Additional Overstuffed Container	\$	9.64	0.35%	\$	9.68
	Gate Fee (Open and Close Gate): deluxe service not required; Fee assessed 1x per service per gate, not per pick or container.					
GF		\$	1.29	0.35%	\$	1.29
RECTUB	Recycling Tub (per month)	\$	4.51	0.35%	\$	4.52
RECCART	Recycling Cart (per month)	\$	1.86	0.35%	\$	1.87
MONTHLY RECYCLING COLLECTION FEES		\$	62,805.98	0.35%	\$	63,025.80
MONTHLY RECYCLING MATERIAL SORTING FEES		\$	63.10	0.35%	\$	63.32



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

Introduced by: Spencer Boudreau, Mayor

Date: 11/12/25

Supported by: Kalei LaFave

For Agenda of: 11/13/25

SUBJECT TITLE:

SUMMARY STATEMENT:

See attached

RECOMMENDED ACTION:

See attached

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

*Public Safety
Fiscal responsibility*

Expenditure Required:

Amount Budgeted:

Appropriation Required:

AGENDA SUMMARY DOCUMENT

A motion directing the City Manager to bring back an ordinance repealing Ordinance 3474, ending the interlocal agreement with Longview Housing Authority (dba Housing Opportunities of Southwest Washington) and replacing it with a new ordinance imposing a sales and use tax of up to 1/10th of 1% under RCW 82.14 as authorized by HB 2015 for public safety purposes, and;

Directing staff to bring back a spending plan identifying potential public safety and behavioral health initiatives eligible under RCW 82.14 and HB 2015 on or before the December 11th regular meeting of the Longview City Council, to be effective July 1st, 2026.



SPENCER C. BOUDREAU, MAYOR OF THE CITY OF LONGVIEW

KALEI LAFAVE, MAYOR PRO-TEM

ORDINANCE NO. 3474

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT FOR HOUSING AND RELATED SERVICES AS AUTHORIZED BY RCW 82.14.530; ADDING A NEW SECTION 3.08.025 TO THE LONGVIEW MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Longview has a critical need for additional funding to provide affordable housing and housing-related services for the homeless or people in danger of becoming homeless; and

WHEREAS, housing affordability and homelessness are growing problems in the City of Longview which require prompt attention to reduce human suffering for the City's residents; and

WHEREAS, RCW 82.14.530 authorizes the imposition of an additional sales and use tax of one-tenth of one percent to be used for funding affordable housing; and

WHEREAS, under HB 1590, passed by the state legislature as Chapter 222, Laws of 2020, counties were given the exclusive right to impose the tax until September 30, 2020 and cities were given the right to impose the tax thereafter as long as the county had not already done so; and

WHEREAS, Cowlitz County did not impose the additional sales and use tax by September 30, 2020; and

WHEREAS, the Longview City Council has determined that the tax should be imposed and that the proceeds will be used for those purposes authorized by RCW 82.14.530, including constructing affordable housing, constructing mental and behavioral health-related facilities, and funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

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

Section 1 That Chapter 3.08 of the Longview Municipal Code shall be, and is hereby amended to read as follows; provided, manifest and numbering errors shall be corrected prior to publication:

Chapter 3.08 SALES OR USE TAX*

Sections:

- 3.08.010 Imposed.
- 3.08.020 Rate.
- 3.08.025 Sales and Use Tax for Housing and Related Services
- 3.08.030 Administration and collection.
- 3.08.040 Consent to inspection of records.
- 3.08.050 Authorizing execution of contract for administration of tax.
- 3.08.060 Penalty.

*For the statutory provisions regarding the imposition by a city of a sales or use tax, see Chapter 82.14 RCW.

| 3.08.010 Imposed.

The city council, being the legislative and governing body of the city, imposes a sales or use tax, as the case may be, upon every taxable event, as defined in RCW 82.14.020, occurring within the city. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to Chapters 82.08 and 82.12 RCW. (Ord. 1497 § 1, 1970).

| 3.08.020 Rate.

The rate of tax imposed by LMC 3.08.010 shall be one-half of one percent of the selling price or value of the article used, as the case may be; provided, however, that during such period as there is in effect a sales or use tax imposed by Cowlitz County, the rate of tax imposed by this chapter shall be four hundred twenty-five/one-thousandths of one percent. (Ord. 1497 § 1, 1970).

3.08.025 Additional Sales and Use Tax for Housing and Related Services.

A. There is hereby imposed an additional sales and use tax, separate and apart from any other sales and use tax imposed by this chapter, upon every taxable event occurring in the City, for housing and related services as authorized by RCW 82.14.530.

B. As used in this section, the term "taxable event" has the meaning set forth in RCW 82.14.020.

C. The rate of the sales and use tax imposed by this section shall be one-tenth of one percent of the selling price, in the case of a sales tax, or the value of the article used, in the case of a use tax.

D. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to RCW 82.08 and 82.12.

E. Moneys collected from the tax shall be used solely for those housing and related services authorized by RCW 82.14.530, as the same now exists or as hereafter amended.

F. As provided in RCW 82.14.530, if Cowlitz County subsequently imposes a sales and use tax for housing and related services as authorized by such statute, the County shall provide a credit against its tax for the full amount of the tax imposed by the City.

| 3.08.030 Administration and collection.

The administration and collection of the tax imposed by this chapter shall be in accordance with the provisions of RCW 82.14.050. (Ord. 1497 § 1, 1970).

| 3.08.040 Consent to inspection of records.

The city consents to the inspection of such records as are necessary to qualify the city for inspection of records of the Department of Revenue, pursuant to RCW 82.32.330 (Ord. 1497 § 1, 1970).

| 3.08.050 Authorizing execution of contract for administration of tax.

The city manager is authorized to enter into the contract with the Department of Revenue for administration of the tax, which agreement shall first be approved by the governing body, the city council. (Ord. 1497 § 1, 1970).

| 3.08.060 Penalty.

Any seller who fails or refuses to collect the tax as required with the intent to violate the provisions of this chapter or to gain some advantage or benefit, either direct or indirect, and any buyer who refuses to pay any tax due under this chapter is guilty of a misdemeanor. (Ord. 1497 § 1, 1970).

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 4. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

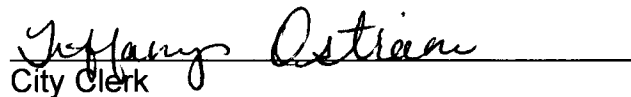
Section 5. This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

Passed by the City Council this 12th day of January, 2023.

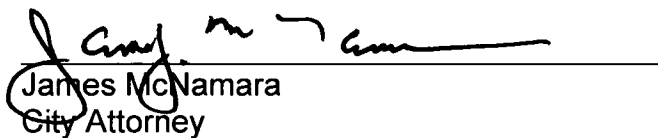
Approved by the Mayor this 12th day of January, 2023.


MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM:


James McNamara
City Attorney

Published: 1-18-2023



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

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

SECOND HALF OCTOBER 2025 ACCOUNTS PAYABLE: \$1,672,816.69

SECOND HALF OCTOBER 2025 PAYROLL:

\$447,595.36, checks
\$1,048,081.16, direct deposits
\$921,305.61, wire transfers
\$2,416,982.13 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Sara Rios, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – MINT VALLEY IRRIGATION REPLACEMENT

RECOMMENDED ACTION:

MOTION TO DETERMINE THAT WESTERN UNITED CIVIL GROUP AS NON-RESPONSIBLE BIDDER AND REJECT THEIR BID, AND ACCEPT THE NEXT LOWEST BID AND AWARD A CONTRACT TO COLF CONSTRUCTION LLC IN THE AMOUNT OF \$1,423,695.60

DATE: November 13, 2025

COUNCIL INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

This project provides for the modification of the existing irrigation system at the Mint Valley Golf Course to implement a centralized control system of irrigation components. A central integrated controls system will need to be installed and run out to all individual control modules.

On Wednesday, October 22, 2025, five bids were received as follows.

\$1,183,167.00 – Western United Civil Group, Yacolt, WA – **Non-Responsible**
\$1,423,695.60 – Colf Construction LLC, Vancouver, WA
\$1,575,386.59 – Milroy Golf Systems, Newberg, OR
\$2,160,754.00 – Eadon Prairie Construction, Toledo, WA
\$2,547,411.03 – Verde Sports Construction, Langley, WA

\$1,800,000 – Engineer's Estimate

All bids received were determined to be regular and responsive. However, the contract specifications contain a supplemental bidder responsibility requirement that the bidder demonstrate prior experience with installation of large irrigation systems. The qualifications submitted by the low bidder did not meet the identified criteria, therefore, it was determined that Western United Civil Group was not a responsible bidder. Western United Civil Group was provided written notice on October 28th, 2025, consistent with RCW 39.04.350, that the City has determined their bid is not a responsible bidder due to failure to meet the supplemental responsibility experience criteria. As outline in the Bid Specifications, Western United Civil Group has not provided an appeal to this decision in the required 48 hour of this notice.

City reviewed Colf Construction LLC qualifications submitted and has determined to meet the supplemental responsibility experience criteria and recommend award of contract to Colf Construction LLC.

FINANCIAL SUMMARY:

The construction portion of this project is funded with a Department of Commerce grant.

STAFF CONTACT:

Morgan Palmer, Project Engineer

Attachments:

1. MV Irrigation Supplemental Bidder Responsibility

2. Western United Civil Group Experience Responsibility
3. City Preliminary Determination Letter to Western United Civil Group



Proposal for
Mint Valley Irrigation Replacement
SUPPLEMENTAL RESPONSIBILITY CRITERIA

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The Contractor shall submit the bidder's responsibility statement which is part of this proposal. See Specification section 1-02.1

The apparent low bidder and apparent second low bidder shall submit the specified documentation within (48) hours after bid opening to be evaluated by the Contracting Agency to ensure the bidder has met the supplemental responsibility criteria.

APPEAL PROCEDURE

If it is determined the bidder does not meet the bidder responsibility criteria identified above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within (48) hours of receipt of the City's determination by presenting additional information to the City. The City will consider the additional information before issuing a final determination. If the final determination affirms the bidder is not responsible, the City will not execute a contract with any bidder until after (2) business days after the bidder determined to be non-responsible has received the final determination.

Special Provisions

Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria

(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

1. General Requirements

To be considered for this contract, the Contractor shall demonstrate qualifications and experience specific to long-term maintenance, repair, and new construction of underground irrigation systems of equal or greater size and complexity.

The following **minimum supplemental qualifications** must be met and documented with submission:

2. Experience Criteria

The Contractor must:

- Have a minimum of **5 years of continuous experience** in the maintenance of underground irrigation systems.
- Have performed **at least three (3) comparable projects** involving multi-year maintenance of underground irrigation systems of similar size, measured in:
 - Acreage or square footage of coverage
 - Number of irrigation zones
 - Type of landscape coverage (turf, shrub beds, mixed use)
- Be familiar with all aspects of irrigation system maintenance, including but not limited to:
 - Controllers, wiring, and smart irrigation components
 - Main and lateral lines
 - Valves and valve boxes
 - Spray heads, rotors, emitters, and nozzles
 - Seasonal adjustments, winterization, and spring start-up
 - Backflow prevention devices in accordance with local plumbing codes

3. Staff Qualifications

Contractor shall provide the following personnel details:

Special Provisions

- Names and certifications of supervisory staff and lead technicians
- Any applicable irrigation certifications (e.g. IA Certified Irrigation Technician, Backflow Tester Certification)

4. Reference Projects

The Contractor must submit **two (2)** reference projects completed within the past 10 years that demonstrate experience with systems of similar scope. Each project shall include:

- **Project Title / Name**
- **Client Name and Contact Information**
- **Location (City, State)**
- **Year(s) of Service Provided**
- **Scope of Work** (including acreage, zone count, system complexity)
- **Contract Value**
- **Description of services performed** (routine inspections, winterization, repairs, upgrades, etc.)

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Full size plans (11" x 17")	3	Furnished automatically upon award.

Western United Civil Group, LLC

Work Experience Sheet – Selected Projects

I. Construction / Installation Projects

Project 1: Happy Valley Park Playfield Upgrade

Location: Happy Valley, OR

Owner / Client: Happy Valley Public Works – Chris Sliwka

Phone: (503) 783-3800

Contract Value: \$2,500,000

Contract Type: Lump Sum

Project Description:

Upgraded the irrigation system for 8.2 acres of athletic fields, including multiple soccer and baseball fields. Installed a Hunter irrigation system powered by a booster pump and well system supporting 61 zones. Western United Civil Group performed full installation, including piping, pumping, zoning, and system startup for optimal water distribution.

Key Quantities / Scope of Work:

- 8.2 acres of athletic fields irrigated
- 61 irrigation zones with Hunter system
- Booster pump and well system for reliable water supply
- Installation for multiple soccer and baseball fields
- Trenching, piping, and automated system commissioning

Owner Reference:

Chris Sliwka – Happy Valley Public Works

Phone: (503) 783-3800

Project 2: Clackamas County Court House

Location: Oregon City, OR

Owner / Client: PCL – M.T. Sermeus

Phone: (425) 691-0281

Contract Value: \$1,700,000

Contract Type: Lump Sum

Project Description:

Installation of a fully automated irrigation system across 3 acres, featuring a Rainbird closed-loop design with 50 individually controlled zones.

Key Quantities / Scope of Work:

- 3 acres of landscape irrigation
- Fully automated Rainbird closed-loop system
- 50 individual irrigation zones
- Trenching, piping, and system startup

Owner Reference:

M.T. Sermeus – PCL

Phone: (425) 691-0281

II. Ongoing / Multi-Year Maintenance Projects

Overview:

Western United Civil Group and its associates have provided continuous irrigation maintenance services for multiple public facilities over 5 years, ensuring reliable operation of automated irrigation systems, optimal water management, and well-maintained landscapes.

Oregon City Police Station

Location: Oregon City, OR

Area / Zones: 1 acre, 25 zones of shrub and turf irrigation

Maintenance Type: Continuous annual maintenance, 5 years

Oregon City Street Division

Location: Oregon City, OR

Area / Zones: 2 acres, 50 zones including shrubs, turf, and drip irrigation

Maintenance Type: Continuous annual maintenance, 5 years

Oregon City Planning and Building Dept

Location: Oregon City, OR

Area / Zones: ½ acre, 10 zones of shrub and turf irrigation

Maintenance Type: Continuous annual maintenance, 5 years

Happy Valley Park – Ongoing Maintenance

Location: Happy Valley, OR

Area / Zones: 8.2 acres, 61 irrigation zones

Maintenance Type: Continuous annual maintenance, multi-year

III. Staff Qualifications

General Manager – Zack Eatherton

Title / Role: General Manager

Years of Experience: 15 years

Key Skills / Expertise:

- Extensive experience in construction management across multi-family, large community developments, and complex projects with intricate timelines
- Problem-solving and proactive project delivery
- Leadership focused on on-time, in-budget performance with zero punchlist
- Mentoring and guiding team for client-focused outcomes

Professional Summary / Philosophy:

Zack's goal and motto for the team is: deliver projects on time, within budget, and with zero punchlist — ensuring that both Western United Civil Group and clients are proud of the final result. His leadership emphasizes collaboration, accountability, and quality across all aspects of project delivery.

Superintendent – Nick Maze

Title / Role: Superintendent

Years of Experience: 25+ years

Certifications / Licenses: [Add any if applicable, e.g., OSHA, equipment certifications]

Key Skills / Expertise:

- Extensive experience in civil construction, including scheduling, field supervision, and project execution
- Skilled at anticipating project needs and proactively guiding the team to keep projects running smoothly and efficiently
- Strong leadership ensuring safety, quality, and timely delivery

Professional Summary / Philosophy:

Nick leverages his decades of experience to drive the project schedule, anticipate challenges, and support his team so that projects are completed efficiently, safely, and successfully. His focus is on ensuring smooth project execution and maintaining high standards across all aspects of field operations.

Project Manager – Jeff Superchi

Title / Role: Project Manager

Years of Experience: 15 years

Certifications / Licenses: [Add any if applicable, e.g., PMP, OSHA]

Key Skills / Expertise:

- Strong project management with focus on budget adherence and schedule oversight
- Skilled in coordinating field staff to ensure resources are available when needed
- Expertise in submittals, documentation, and project record-keeping
- Clear and proactive communication with owners, keeping all stakeholders informed

Professional Summary / Philosophy:

Jeff leverages his experience to maintain project efficiency, accuracy, and transparency. His dedication ensures that both Western United Civil Group and clients have a clear understanding of project progress at all times, while keeping projects on budget and on schedule.



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

October 28, 2025

Western United Civil Group LLC
PO Box 236
Yacolt WA 98675

Subject: Mint Valley Irrigation Replacement, Non Responsible Bidder

On October 22, 2025, the City received Western United Civil Group's bid for the above-referenced project. On October 23, 2025, the City received Western United Civil Group's Supplemental Bidder Responsibility Statement and Qualifications summary. After evaluating the submitted information, the City has determined that Western United Civil Group does not meet the required bidder responsibility criteria of a minimum:

- Have performed at least three (3) comparable projects involving multi-year maintenance of underground irrigation systems of similar size, measured in
 - Acreage or square footage of coverage
 - Number of irrigation zones
 - Type of landscaping coverage (turf, shrub beds, mixed use)

Based on the evaluation, and consistent with RCW 39.04.350, the City has determined that Western United Civil Group is not a responsible bidder due to failure to meet the above-stated Supplemental Responsibility Criteria, Experience Criteria.

If you disagree with this determination, please refer to the appeal procedure outlined in the Proposal Section of the project's Bid Specifications.

If you have any questions or concerns, please call (360) 442-5200 or e-mail me at the following address sam.barham@ci.longview.wa.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sam Barham".

Samuel Barham, P.E.
City Engineer

Cc: Chris Collins, Public Works Director
Project File



City of Longview

Agenda Summary

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

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3568

DATE: November 13, 2025

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.

A public hearing was Held On October 23rd 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. Ord. 3568 ATT Franchise Fiber Optic 2025 Final

ORDINANCE 3568
CITY OF LONGVIEW, WASHINGTON

AN 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 than 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. 2588 - APPROVING PROFESSIONAL SERVICES AGREEMENT WITH J. STOUT AUCTIONS FOR SURPLUS AUCTION SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2588 APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH J. STOUT AUCTIONS

DATE: November 13, 2025

COUNCIL INITIATIVE ADDRESSED:

Continue Effective Financial Management

CITY ATTORNEY REVIEW: YES

SUMMARY STATEMENT:

The City of Longview periodically disposes of surplus vehicles, equipment, tools, and other personal property that are no longer needed for municipal operations. These items must be sold or otherwise disposed of in accordance with state law and City policy to ensure transparency, accountability, and fair market return.

To streamline this process, staff recommend entering into a professional services agreement with J. Stout Auctions, a licensed public auction firm specializing in government surplus sales. J. Stout provides full-service auction management including item pickup, cataloging, secure storage, advertising, online and in-person auctions, buyer payment processing, and remittance of proceeds to the City.

The City of Vancouver, Washington, competitively procured these services through a public bidding process and entered into a contract with J. Stout Auctions. Under RCW 39.34.030 (Interlocal Cooperation Act), the City of Longview may "piggyback" on that competitively awarded contract, thereby saving time and administrative cost while ensuring compliance with state procurement requirements.

The attached Professional Services Agreement provides that:

- J. Stout Auctions will provide public auction services on an as-needed basis for a period of five (5) years.
- All work must be authorized in advance by the City's Facilities Manager or designee.
- The contractor will provide secure storage, inventory control, marketing, and auction execution.
- Payment to the City will occur within 10 to 20 business days of each sale, depending on the type of equipment sold.
- The City will pay J. Stout Auctions a commission rate of 12% for items sold below \$1,000 and 7% for items sold above \$1,000, deducted directly from auction proceeds.
- The agreement includes appropriate indemnification, insurance, and compliance provisions to protect the City.

This contract will enable the City to dispose of surplus property efficiently and transparently, ensuring maximum value recovery and full compliance with RCW 39.33 (Disposal of Property for Fair Market Value).

FINANCIAL SUMMARY:

No direct budget allocation is required. Costs are covered by the commission deducted from auction proceeds. The City will receive net revenues after commission and any approved transportation fees.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. Res 2588 - Surplus Auction Contract
2. Stout - City of Longview auction contract

RESOLUTION NO 2588

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LONGVIEW AND J. STOUT AUCTIONS FOR SURPLUS AUCTION SERVICES.

WHEREAS, the City of Longview periodically disposes of surplus vehicles, equipment, and other personal property in accordance with City policy and RCW 39.33; and

WHEREAS, J. Stout Auctions provides professional public auction services for governmental agencies and has entered into a competitively bid contract with the City of Vancouver, Washington, for similar services; and

WHEREAS, consistent with RCW 39.34.030, the City of Longview is authorized to rely on the City of Vancouver's competitive bidding process to contract with J. Stout Auctions through an interlocal purchasing arrangement; and

WHEREAS, City staff have reviewed and recommend approval of a Professional Services Agreement with J. Stout Auctions to provide surplus auction services on an as-needed basis, with compensation as defined in the agreement; and

WHEREAS, this contract will allow the City to efficiently and transparently dispose of surplus property while ensuring fair market value is obtained;

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

Section 1. The City Council hereby approves the Professional Services Agreement for Surplus Auction Services between the City of Longview and J. Stout Auctions, substantially in the form attached hereto as *Exhibit A* and incorporated herein by this reference.

Section 2. The City Manager, or designee, is hereby authorized to execute the Agreement and any subsequent amendments or renewals consistent with its terms and within the scope of budget authority.

Section 3. This Resolution shall take effect immediately upon passage.

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

MAYOR

ATTEST:

City Clerk

CITY OF LONGVIEW
PROFESSIONAL SERVICES AGREEMENT
SURPLUS AUCTION SERVICES

This Professional Services Agreement (hereinafter referred to as the "Agreement") by and between the City of Longview, a municipal corporation under the laws of the State of Washington (hereinafter referred to as the "City") and J. Stout Auctions (hereinafter referred to as the "Contactor"), a company licensed to do business in Washington State whose address is 520 South 28th Street, Washougal, Washington 98671.

WHEREAS, the City wishes to engage the Contractor to sell at auction certain specified item of equipment and other personal property (hereinafter described as the "auction property") on an as needed basis as described herein; and

WHEREAS, Contractor has agreed to offer its professional services to perform said work subject to the terms and conditions of this Agreement; and

WHEREAS, the Contactor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assisted in a competent and professional manner, and to the standards required by City; and

WHEREAS, consistent with RCW 39.34.030, the parties acknowledge that the City of Vancouver, WA is the host agency and has complied with all applicable public bidding requirements in contracting with Contractor for the services provided herein, and the City of Longview is authorized to rely on that bidding process in selecting Contractor for the services performed pursuant to this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE
PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

I. Contractor Provided Services.

Contractor agrees to provide to the City those services set forth in identified in Exhibit "A" attached hereto and incorporated by this reference.

All work must be authorized and approved by the City's Project Manager identified in Section 14 before any work begins. Contactor shall approach this project in a manner consistent with its customary practice. Contactor shall actively seek collaborative input from City staff.

2. Compensation for Contractor Provided Services.

Compensation to the Contactor for services performed under this Agreement shall be as set forth in Exhibit "B" attached hereto and incorporated by this reference.

Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City.

3. Term of Agreement

The term of this Agreement shall commence on the date of last execution as indicated on the signature page of this Agreement, and shall continue for an initial term of five (5) years.

4. City Warranties Regarding Property

The City warrants that it is the owner of the auction property and has merchantable title to the auction property offered for sale at auction and hereby grants Contractor the right to convey a merchantable title to such auction property to such buyers as may be successful at the auction. Auction property is provided to Contractor for sale at auction in an "as is" and "where is" condition.

5. Relation of Parties

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein. The Contractor, subconsultants, agents and employees are solely authorized to conduct a public auction of auction property designated by the City for sale at auction by the Contractor.

6. E-Verify

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

7. Delays and Extensions of Time

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

8. Right to Review

The City or its designees shall have the right to review, audit, and/or monitor the financial and service components provided in this Agreement by whatever means are deemed expedient by the City. Such review, audit, and/or monitoring may occur with or without notice, and may include, but is not limited to, on-site inspection by City agents its designees, inspection of all records or other materials which the City deems pertinent to the Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years following contract termination, and shall make such records available for review upon request of the City.

9. Termination

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License

Prior to performing work under this Agreement, Contractor shall secure a City of Longview Business and Occupation License for all work performed in the City.

12. Liability to Hold Harmless

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.240115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for

bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Longview, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

14. Notices

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:
Keith Walling
City of Longview
1525 Broadway
P O Box 128 Longview, WA 98632
1995

Contractor
Jake Stout
J. Stout Auctions
9635 N. Columbia Blvd,
Vancouver, WA 98668-

City Project Manager:
Keith Walling
City of Longview
Facilities Manager

15. Amendments

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the dates indicated below.

CONTRACTOR

CITY OF LONGVIEW

By: _____

By: _____

Approved as to form:

City/State/ZIP: _____

By: _____

City Attorney

Tax ID# _____

Exhibit "A"

Scope of Work

Contractor agrees to perform public auction services as requested by the City. Contractor shall provide the necessary qualified personnel to perform the services. In performances of the services Contractor shall:

1. Contractor shall provide a safe and secure auction yard for the purpose of displaying of inventories, storage of items prior to sale, and auction sale event activities. In addition to the auction yard, the Contractor shall provide a secure, dry storage facility for small and/or attractive items. Auction site must be open from Monday thru Friday during normal business hours of 8:00AM and 5:00PM PST for shipping and receiving.
2. Contractor shall inventory all items received at the auction site and provide copy of detailed inventory to the City within 24 hours of receipt of inventory.
3. Contractor shall catalog items for sale in a manner that enhances the value of the item, providing a detailed description, multiple photographs, and online catalog listing.
4. Contractor agrees to advertise the terms of upcoming auctions by traditional methods of Contractor brochure mailed to auction patrons and industry specific user, newspaper and trade publications, Contractor's website, and other possible methods as Contractor feels necessary.
5. Contractor to provide professional auction staff to negotiate best selling prices, quality clears and competent cashiers to assist the buyers with a courteous purchasing experience.

In addition to the services listed above, the City may request the Contractor to assist in determining a value for an item and may request a reserve price to be established. The Contractor may also be requested to provide sale prices for like items based on previous auctions and experience to help the City document the fair market values of an item prior to a sale.

This contract is not exclusive; the City reserves the right to sell or dispose of items through other means or vendors as deemed necessary. There are no minimum guarantees under this contract. This contract will be used on an as-needed basis.

General Requirements

1. The City shall contact the Contractor as needed to dispose of surplus property and police forfeitures by providing a list of items for upcoming pick up and auction.

2. Contractor shall ensure that no property assigned to the City may not be sold before an auction.
3. Contractor shall store and safeguard the City's assets against theft or damages while the items are in their possession.
4. The City agrees that once an inventory is consigned to auctioneer; those items shall not be pulled from the Contractor's possession unless agreed to by both parties. The City reserves the right to pull forfeiture items from auction prior to the sale without consent of the Contractor, if deemed necessary.
5. Contractor understands that items cannot be combined or consolidated for auction without authorization from the City.
6. Contractor shall provide a report of auction results and payments with each item listed individually. The information provided should include, but not be limited to, the sale item number, description of item, sale price, date of sale, and the commission rate for each item.

Auction Requirements

1. Contractor shall ensure all auctions will be open to the general public, and there shall be no fee charged for participation as a potential buyer.
2. Contractor shall ensure that unless otherwise directed by the City, all unsold property shall be rescheduled to the next available auction at no additional cost to the Seller. If the Contractor deems that an item is unsalable, the Contractor will receive authorization from the City prior to disposal of the item.
3. Contractor shall supply all needed personnel and set up all needed auction equipment and facilities to adequately produce such auction sales.
4. Contractor shall provide transportation of all property from the City's possession to Contractor's auction facility. Contractor shall ensure licensed and insured subcontractors provide such transportation. The fees for such services shall be deducted from the auction process by Contractor. All fees shall be listed in a schedule of values and are fixed for each contract and option year.
5. Contractor shall remove any City of Vancouver logos from vehicles and equipment. In addition, the Contractor shall remove license plates and return them to the City.
6. Contractor shall notify buyers that maintenance records will not be available for any vehicles sold for the City.
7. Contractor shall have buyers sign an as-is, where-is statement in compliance with the needs of the City.
8. Contractor shall file the vehicle report of sale paperwork on titled items with the State of Washington within five (5) days of finalizing the sale.

Contractor shall submit payment to the City within 30 days after the auction. Failure to submit payment in a timely manner will be considered a breach of contract and may result in immediate termination of the contract.

Exhibit "B"
Compensation

The City agrees to pay Contractor contingency fees deducted from the auction sales proceeds of auction property as described in the commission schedule below:

Commission Schedule	
selling below \$1 000.00	12% Commission Rate
selling above \$1 000.00	7% Commission Rate

Contractor shall collect all auction proceeds and settle with all buyers of auction property and forward said proceeds, less the applicable commission, to the City within ten (10) business days, or twenty (20) business days for heavy equipment, from the date of the sale or auction.

Contractor shall have the sole responsibility for collecting all auction proceeds from buyers of auction property. Payment to the City is independent of buyers' ability to pay Contractor.



City of Longview

Agenda Summary

RESOLUTION NO. 2593 - INTERLOCAL AGREEMENT WITH LONGVIEW SCHOOL DISTRICT FOR COOPERATION AGREEMENT REGARDING ALYSSA'S LAW

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2593 AND AUTHORIZE CITY MANAGER TO SIGN THE ATTACHED INTERLOCAL AGREEMENT WITH THE LONGVIEW SCHOOL DISTRICT

DATE: November 13, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Preserve and enhance neighborhoods
Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Washington State Legislature enacted Engrossed Substitute Senate Bill 5004 known as "Alyssa's Law" which legislation became effective on July 27, 2025. Alyssa's Law requires public school districts to "work collaboratively with local law enforcement agencies." The Longview School District to provide the Longview Police Department with the live video feed from such school surveillance cameras. The Longview Police Department desires the live video feed in order to effectively respond in the event of a threat or emergency at a District school.

STAFF CONTACT:

Chief Robert Huhta

Attachments:

1. LPD_LPS Interlocal Alyssa Law
2. Resolution No. 2593

INTERLOCAL COOPERATION AGREEMENT REGARDING ALYSSA'S LAW

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made by and between the Longview School District No. 122, a Washington quasi-municipal corporation ("District") and the City of Longview, a Washington municipal corporation and optional code city ("City") (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between public agencies;

WHEREAS, in 2025, the Washington Legislature enacted Engrossed Substitute Senate Bill 5004 amending RCW 28A.320.126, known as "Alyssa's Law," which legislation became effective on July 27, 2025;

WHEREAS, Alyssa's Law requires public school districts to "work collaboratively with local law enforcement agencies" and others to "develop an emergency response system using evolving technology to expedite the response and arrival of law enforcement in the event of a threat or emergency at a school";

WHEREAS, Alyssa's Law further requires such "emergency response system" to include certain measures, which may include a "[l]ive video feed with law enforcement, school district, and school access";

WHEREAS, the District has approximately 400 surveillance cameras that record a live video feed located throughout its school facilities;

WHEREAS, the federal regulations implementing the Family Educational Rights and Privacy Act ("FERPA") at 34 C.F.R. 99.36 allow the District to share personally identifiable information of District students with law enforcement when necessary to protect the health or safety of the student or other individuals;

WHEREAS, the U.S. Department of Education has opined that surveillance videos depicting students are not "education records" of those students to which confidentiality protections apply unless the video is "directly related" to one or more students;

WHEREAS, in order to comply with the Act, the District desires to provide the Longview Police Department ("Department") with the live video feed from such school surveillance cameras, to be accessed only by authorized law enforcement personnel in the event of a threat or emergency at a District school; and

WHEREAS, the Department desires a live video feed from such school surveillance cameras—on those terms and conditions expressed in this Agreement—in order to effectively respond in the event of a threat or emergency at a District school.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the Parties agree as follows:

1. **Purpose:** The purpose of this Agreement is to enable the District to provide authorized representatives of the Department with a live video feed from surveillance cameras located at District schools pursuant to Alyssa's Law, codified as RCW 28A.320.126.
2. **District Responsibilities:**
 - a. By December 31, 2025, the District will make available an online (i.e., Internet-based) system facilitating those Department personnel authorized under this Agreement (the "Authorized Personnel") having access to a live feed of surveillance video from District schools in the event of a threat or emergency. The Authorized Personnel will be limited to persons holding the following positions within the Department: eleven (11) sergeants and four (4) command staff members.
3. **City Responsibilities:**
 - a. By December 31, 2025, the City will provide to the District the names, titles, and work email addresses of those Department personnel who the City desires to designate as Authorized Personnel with access to live video feeds under this Agreement. Should any of those individuals separate from employment, assume a different position within the Department, undertake a leave of absence, or otherwise permanently or temporarily vacate his or her position for a period of more than ninety (90) workdays, the City will inform the District of the same within five (5) business days such that the District can suspend access to the live feed for that individual. The City will provide the District with an updated list of the Authorized Personnel by September 1 of each calendar year.
 - b. The City will ensure that only the Authorized Personnel have access to and/or view the live video feed from the surveillance cameras at District schools contemplated by this Agreement. The City will further ensure that the Authorized Personnel only access and/or view the live feed when the Department is notified that there is a "threat or emergency," as those terms are defined herein, at a District school.
 - i. For purposes of this Agreement, a "threat" means that District and/or Department personnel have received a credible report indicating that there is an immediate risk to the safety of students, staff, or others on school property and rapid law enforcement response is required. Threats include, but are not limited to: threats of an "active shooting"; violent intruder or threats of bombs or explosives requiring immediate evacuation or containment.
 - ii. For purposes of this Agreement, an "emergency" at a District school means an event or set of circumstances that demands immediate action by law enforcement to preserve public health, protect life, and/or protect public property. Examples of emergencies include, but are not limited to: known or suspected acts of violence or weapon-related events (e.g., shots fired, report of firearm on campus, stabbing, or physical assault); hostage, kidnapping, or barricading situations involving students or staff; known or suspected crimes against persons occurring on or adjacent to a District school causing the school to enter "lockdown"; other situations prompting a school to go into "lockdown" (e.g., dangerous animal on or near campus); or fires, floods, earthquakes, and other natural disasters. Situations that

are not emergencies for purposes of this Agreement include, but are not limited to: known or suspected presence of students, parents/guardians, employees, or other persons without lawful immigration status on District property; and known or suspected minor crimes against real or personal property of the District or others, such as vandalism.

- iii. Department personnel will be construed to have notice of a threat or emergency at a District school only if one or more of the following occurs: (A) a student, parent, employee, contractor, or agent of the District, or any other person, texts or calls 911 reporting circumstances at a District school that, if the report is substantiated, would constitute a threat or emergency, as that term is defined above; (B) a school resource officer (SRO) or other uniformed law enforcement agent of the federal, state, county, or local governments with jurisdiction over events on District premises reports circumstances to the Department that, if substantiated, would constitute a threat or emergency at a District school, as defined above; or (C) a District administrator reports to an SRO or the Department that there is a threat or emergency at a District school, as defined above.
- c. The City will provide training to Authorized Personnel regarding the circumstances that qualify as a threat or emergency under this Agreement.
- d. The City will immediately contact the District representative named below each time Authorized Personnel access the live video feed. The City will also maintain an audit log of those individuals who have accessed the live feed and when the access occurred.
- e. In the event that Department personnel desire to record video from District school surveillance cameras to use for evidence for a possible criminal investigation stemming from a threat or emergency at a District school to which the Department has responded, the Department will make a written request to the District's Public Records Officer ("PRO"). Upon receipt of such request, District administrators will determine whether there is a "health and safety emergency" authorizing disclosure of student information protected by FERPA under 34 C.F.R. § 99.36 to the Department. If District administrators determine that such conditions exist, the District may share records responsive to the request with the Department. If the District declines the request, the Department must present the District with a valid judicial warrant or court order mandating disclosure in order to obtain the requested recording(s). In no event will the City allow Department personnel or others to record the live video feed provided under this Agreement without such written determination from the District.
- f. The City will ensure that Department personnel utilize the live video feed only under those circumstances—and for those purposes—explicitly allowed under the Act and/or this Agreement. The City will not allow the Department to use the live video feed for purposes of general law enforcement activities that do not satisfy the conditions of the Act and/or this Agreement. If the City determines that any person has accessed or recorded the live video feed in contravention of the Act or this Agreement, it will immediately inform the District in writing.

- g. The City will not allow viewing or recording of the live video feed for purposes of any immigration enforcement activities, whether of the Department itself or in conjunction with any other federal, state, or local law enforcement agency.

4. **Joint Responsibilities:**

- a. Each Party will post a copy of this Agreement on its website pursuant to RCW 39.34.040.

5. **Effective Date:** This Agreement will become effective on the date last signed by the authorized representatives of the Parties.

6. **Duration:** The Term of this Agreement will be upon its Effective Date through August 31, 2026, unless extended or terminated by the Parties pursuant to the terms hereof. This Agreement will automatically renew for five (5) additional one (1) year terms, each effective September 1 through August 31 of the subsequent calendar year, without additional action of the Parties unless any Party notifies the other Party of its intent not to renew at least ninety (90) days prior to the then-current date of expiration.

7. **Termination:** Any Party to this Agreement ("Terminating Party") may, without cause and at its sole discretion, terminate its participation in this Agreement by providing no less than thirty (30) days' prior written notice to the other Parties. Termination by any Party will not relieve any Party of obligations accrued prior to the effective date of termination, including but not limited to indemnification obligations. Without limiting the foregoing, if a Party materially breaches any provision of this Agreement, and if such breach is not cured within fifteen (15) days after receiving written notice from the nonbreaching Party specifying such breach in reasonable detail, the nonbreaching Party will have the right to terminate or suspend this Agreement by giving written notice thereof to the other Party.

8. **Administration of Agreement:** This Agreement will be administered by the Executive Director of Communications & Operations of the District and the Chief of Police of the City. No separate legal or administrative entity will be created pursuant to this Agreement.

9. **Manner of Financing:** No monetary consideration will be exchanged between the Parties as a result of this Agreement.

10. **Disposition of Property:** The acquisition, holding, or disposing of real and personal property is not anticipated pursuant to this Agreement. Real and personal property furnished in furtherance of this Agreement by each Party will remain the property of that Party unless otherwise agreed in writing between the authorized representatives of the Parties.

11. **Public Records.** The Parties acknowledge that public records (as defined in Chapter 42.56 RCW) may be prepared, owned, used, and/or retained by the Parties in performance under the terms of this Agreement. The Parties agree that all requests for public records associated with this Agreement will be the sole responsibility of the Party in receipt of the request.

12. **Non-Discrimination.** In carrying out this Agreement, the Parties will not discriminate with respect to race, creed, religion, color, national origin/language, age, honorably-discharged veteran or military status, sex, sexual orientation, gender expression or identity, marital

status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

13. **Indemnification and Hold Harmless.** Each Party will indemnify and hold harmless the other Party, and the public officials, officers, employees, and agents of the same (the "Indemnified Parties"), from and against all claims, suits, actions, losses, damages, liabilities, judgments, costs, demands, penalties, and expenses (including attorney's fees arising therefrom) of any nature whatsoever brought by any person other than a Party to this Agreement ("Claims") arising out of, in connection with, or incident to the indemnifying Party's performance of or failure to perform any aspect of this Agreement; provided, however, that if such Claims are caused by or result from the concurrent negligence of the indemnifying Party and/or its public officials, officers, employees, or agents and the Indemnified Parties, the indemnifying Party will be required to indemnify and hold harmless the Indemnified Parties only to the extent of the negligence of the indemnifying Party or its public officials, officers, employees, and agents; and provided further, that nothing herein will require the indemnifying Party to indemnify or hold harmless the Indemnified Parties from any Claims arising from the sole negligence of the Indemnified Parties. The Indemnified Parties will promptly notify the indemnifying Party of any Claim, and will cooperate in the defense thereof. Failure to provide prompt notice will not relieve the indemnifying Party of its obligations except to the extent it is materially prejudiced thereby.
14. **Insurance and Risk of Loss.** Each Party will obtain and keep in full force and effect during the term of this Agreement liability insurance coverage applicable to its activities under this Agreement. The insurance required by this Agreement will be issued by an insurance company or companies authorized to do business within the State of Washington. All insurance will be written on an occurrence basis and will name the other Party as an additional insured.
 - a. **General Liability:** Each Party will provide a general liability insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activities, but in any event with limits of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate.
15. **Relationship of the Parties.** Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the Parties, or between one Party and the employees, agents, or independent contractors of any other Party. The employees, agents, or independent contractors of one Party do not have authority to act as an agent for, or on behalf of, the other Party, to represent the other Party, or to bind the other Party in any manner unless expressly provided herein. The personnel of each Party will be and remain employees, agents, or independent contractors of that Party.
16. **Crimes Against Children.** In accordance with RCW 28A.400.330, each Party will prohibit any of its employees from working at a public school who has or may have contact with children at a public school of the District during the course of his or her employment and who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322, as now or hereafter amended. Any failure to comply with this section will be grounds for the District to immediately terminate its participation in the Agreement, at its sole option.

17. Assignment and Contracting:

- a. Neither the Agreement, nor any of the rights or obligations arising under the Agreement, may be assigned by any Party without the other Party's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the Parties and their successors and assigns.
- b. No Party will enter into any subcontract for any of the services contemplated under this Agreement without obtaining prior written approval of the other Parties. In no event will the existence of a subcontract operate to release or reduce the liability of one Party to the other Party for any breach in the performance of its duties under this Agreement. This section does not prohibit the Parties from entering into employment contracts with employees who perform duties related to the Agreement.

18. Dispute Resolution: Any claim, dispute, or other matter in question between the Parties arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution, unless provided otherwise herein.

- a. The Parties will cooperate in good faith and attempt to resolve any dispute that arises prior to mediation.
- b. The Parties will endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its rules in effect on the date of this Agreement.
- c. A request for mediation will be made in writing, delivered to the other Parties, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.
- d. The request for mediation must: (1) be in writing; (2) state the disputed issue(s); (3) state the Party's understanding of the relative positions of the Parties; and (4) state each Party's name, address, and contact number.
- e. The Parties will share the mediator's fee and any filing fees equally. The mediation will be held within the City of Longview, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.
- f. If the Parties do not resolve a dispute through mediation pursuant to this section, the Parties may pursue any lawful method of binding dispute resolution, including but not limited to litigation in the Superior Court for the State of Washington in and for Cowlitz County.
- g. Nothing in this Agreement will be construed to limit the Parties' choice of a mutually acceptable alternative dispute-resolution method in addition to or instead of the procedure outlined above.

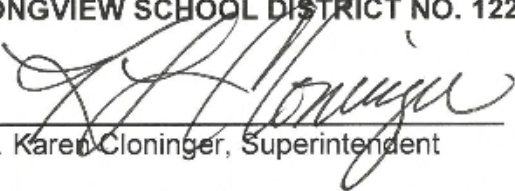
19. **General Provisions:**

- a. **Governing Law and Forum:** Should any Party deem it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceeding will be brought in a court of competent jurisdiction in Cowlitz County, Washington. The laws of the State of Washington will apply to this Agreement, with the exception of its choice-of-law rules.
- b. **Severability:** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- c. **Non-waiver:** Any failure by a Party to enforce strict performance of any provision of the Agreement will not constitute a waiver of the Party's right to subsequently enforce such provision or any other provision of the Agreement.
- d. **Notices:** All notices and other communications under the Agreement must be in writing and must be given by registered or certified mail, postage prepaid, delivered by hand, or sent by email. The following representatives of the Parties have been designated to receive notice. The Parties will notify the other Parties in writing regarding changes to their representatives.
 - i. **District:** Rick Parrish, Executive Director of Communications & Operations, 2715 Lilac Street, Longview, Washington 98632, rparrish@longviewschools.org.
 - ii. **City:** Tim Watson, Captain, 1351 Hudson St., Longview, Washington 98632, tim.watson@ci.longview.wa.us.
- e. **Counterparts:** The Agreement may be signed in counterparts, each of which will be deemed an original, and all of which, taken together, will be deemed one and the same document.
- f. **Modifications:** Modifications to this Agreement may be made only by written instrument properly signed by the authorized representatives of the Parties.
- g. **Survival:** The Parties expressly intend and agree that the terms of Sections 13-14 will survive the expiration or termination of this Agreement for any reason.
- h. **No Third-Party Beneficiaries:** This Agreement is made and entered into for the sole benefit of the Parties. No third party will be deemed to have any rights under this Agreement, and there are no third-party beneficiaries to this Agreement.
- i. **Integrated Agreement:** This Agreement, together with the attachments and addenda, if any, represents the entire and fully integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

The Parties executing this Agreement below hereby certify they have the authority to sign this Agreement on behalf of their respective Parties. The Parties agree to the terms and conditions of this Agreement as shown by the signatures below.

~~(Signatures on next page)~~

LONGVIEW SCHOOL DISTRICT NO. 122



Dr. Karen Cloninger, Superintendent



Date

CITY OF LONGVIEW

Jennifer Wills, City Manager

Date

**CITY OF LONGVIEW
RESOLUTION NO. 2593**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH LONGVIEW SCHOOL DISTRICT FOR
COOPERATION AGREEMENT REGARDING ALYSSA’S LAW**

WHEREAS, in 2025, the Washington Legislature enacted Engrossed Substitute Senate Bill 5004 amending RCW 28A.320.126, known as “Alyssa’s Law” which legislation became effective on July 27, 2025;

WHEREAS, Alyssa’s Law requires public school districts to “work collaboratively with local law enforcement agencies” and others to “develop an emergency response system using evolving technology to expedite the response and arrival of law enforcement in the event of a threat or emergency at a school”;

WHEREAS, in order to comply with the Act, the District desires to provide the Longview Police Department (“Department”) with the live video feed from such school surveillance cameras, to be accessed only by authorized law enforcement personnel in the event of a threat or emergency at a District school; and

WHEREAS, the department desires a live video feed from such school surveillance cameras - on those terms and conditions expressed in this Agreement - in order to effectively respond in the event of a threat or emergency at a District school.

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

Section 1. The City Manager is hereby authorized and directed to execute the Interlocal Agreement by and between the City of Longview and Longview School District.

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON,
THIS ____ DAY OF _____, 2025.**

Mayor

ATTEST:

City Clerk



City of Longview

Agenda Summary

SET PUBLIC HEARING – CONSIDERATION OF THE 2025-2031 CITY OF LONGVIEW WATER USE EFFICIENCY PROGRAM

RECOMMENDED ACTION:

MOTION TO SET THE CITY COUNCIL MEETING ON DECEMBER 11TH, 2025, AS THE DATE AND TIME FOR A PUBLIC HEARING FOR CONSIDERATION OF THE 2025-2031 CITY OF LONGVIEW WATER USE EFFICIENCY PROGRAM

DATE: November 13, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality and environmental infrastructure

SUMMARY STATEMENT:

Public water systems are required to establish water use efficiency programs under WAC 246-29-810 and goals under WAC 246-290-830. The goals must be included in the water system's plan, WAC 246-290-100. The "goals must be designed to enhance the efficient use of water by the water system's consumers.

The City of Longview Water Use Efficiency Plan will meet the state requirements and will be included in the Water System Plan.

FINANCIAL SUMMARY:

No financial impact at this time.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst City Manager

Attachments: None



City of Longview

Agenda Summary

SET PUBLIC HEARING - AMENDMENTS TO LONGVIEW MUNICIPAL CODE CHAPTERS 19.77 SHARED DRIVEWAYS AND 19.09 DEFINITIONS

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING DECEMBER 11, 2025

DATE: November 13, 2025

COUNCIL INITIATIVE ADDRESSED:

Enhance public safety and emergency response
Preserve and enhance neighborhoods
Strengthen economic conditions and create new opportunities

SUMMARY STATEMENT:

The original adoption of LMC 19.77 (Shared Driveways) in 2024 was a strong first step in establishing a framework for shared driveways and flexible development. It provided a foundation for supporting infill housing, improving access, and encouraging efficient land use. Now that the ordinance has been in use for a short time, staff has had the opportunity to apply its provisions in real-world scenarios and identify areas where the code can be refined.

The proposed amendments to the Shared Driveways code (LMC 19.77) are intended to clarify applicability, improve safety and access standards, and provide a more user-friendly and enforceable framework for shared driveway development. The revisions also introduce a new section allowing for administrative flexibility under specific conditions and provide a mechanism for accountability for such decisions.

Also proposed is an update to LMC 19.09, adding a definition for "Shared Driveways" to provide consistency across applicable code sections.

STAFF CONTACT:

Nick Little, Community Development Director
Nick.little@ci.longview.wa.us

Attachments: None