



City of Longview

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

Agenda

City Council

*Mayor Erik Halvorson
Mayor Pro Tem Keith Young
Council Member Chris Bryant
Council Member Mike Claxton
Council Member Ruth Kendall
Council Member Kalei LaFave
Council Member Wayne Nichols*

Thursday, January 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. Please note - virtual attendees may comment verbally during public hearings only by contacting the Clerk's Office to register prior to the hearing date. Virtual attendees may also submit written comments to the Clerk's Office with the heading, "Public Comment for disbursement to the City Council".

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

Telephone options (dial any of the following numbers):

1-253-215-8782
1-346-248-7799
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1-669-900-6833
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Webinar ID: 823 9413 2374

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
25-001217 TOM HAAN, COWLITZ CHAPLAINCY
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES

25-001218 JANUARY 9, 2025 REGULAR MEETING

25-001219 JANUARY 17, 2025 SPECIAL MEETING

6. CHANGES TO THE AGENDA

7. PRESENTATIONS & AWARDS

25-0047 COWLITZ BLACK BEARS UPDATE - TONY BONNACI

25-0074 HOPE VILLAGE ANNUAL REPORT

25-0091 PROCLAMATION - WEEK OF JANUARY 20, 2025 AS NATIONAL SQUIRREL
APPRECIATION WEEK IN LONGVIEW

8. CONSTITUENTS' COMMENTS (Thirty Minutes)

9. PUBLIC HEARINGS

25-001170 CLOSED RECORD PUBLIC HEARING ON PLANNING COMMISSION RECOMMENDATION
FOR THE WALLIN 401K SOLO TRUST COMPREHENSIVE PLAN AND ZONING
AMENDMENT

THE COUNCIL WILL ENTER A CLOSED SESSION PURSUANT TO RCW 42.30.140(2), TO
PROVIDE FOR A DELIBERATION OF A QUASI-JUDICIAL BODY RELATING TO THE
QUASI-JUDICIAL MATTER PENDING BEFORE THE CITY COUNCIL

RECOMMENDED ACTION:

GRANT APPROVAL OF PLANNING COMMISSION RECOMMENDATION OF THE WALLIN
401K SOLO TRUST AND ORDINANCE NO. 3553 - COMPREHENSIVE PLAN AND ZONING
AMENDMENT

25-001175 PUBLIC HEARING FOR INTERIM ZONING REGULATION – HIGHLANDS AREA
ORDINANCE. 3552 -EXTENDING INTERIM ZONING REGULATION

RECOMMENDED ACTION:

HOLD PUBLIC HEARING; THEN MOTION TO APPROVE ORDINANCE. 3552.

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

25-0073 RESOLUTION 2543 – REPEALING RESOLUTION 1938 AND AFFIRMING THE CITY OF
LONGVIEW'S COMMITMENT TO APPRENTICESHIP UTILIZATION AND COMPLIANCE
WITH WASHINGTON STATE RCW 39.04.320

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO 2543

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

14. CONSENT CALENDAR

25-001174 APPROVAL OF CLAIMS

- 25-0070 SET PUBLIC HEARING FOR PLANNING COMMISSION RECOMMENDED AMENDMENT TO LMC CHAPTER 19.58 REGARDING PERMITTED USES FOR DATA CENTERS AND CRYPTOCURRENCY MINING FACILITIES AND LMC 19.09 DEFINITIONS CHAPTER.

RECOMMENDED ACTION:

MOTION TO SET PUBLIC HEARING ON MARCH 13TH, 2025.

- 25-0071 SUPPLEMENT AGREEMENT NO. 1 WITH GIBBS AND OLSON FOR COLUMBIA HEIGHTS ROAD SAFETY IMPROVEMENTS

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUPPLEMENT AGREEMENT NO. 1 WITH GIBBS AND OLSON

- 25-0084 RESOLUTION 2544 AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TERESA D. JOHNSON CPA, INC. FOR TECHNICAL ACCOUNTING ASSISTANCE AND PREPARATION OF ANNUAL FINANCIAL STATEMENTS

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2544.

15. **CITY MANAGER'S REPORT**

- 25-0050 BUDGET REQUEST DIRECTING THE CITY MANAGER TO INCREASE THE FIRE DEPARTMENT BUDGET BASED ON NEW REVENUES FROM NEW CONTRACT SERVICE AREA AGREEMENTS

RECOMMENDED ACTION:

COUNCIL CONCURRENCE

- 25-0081 REVIEW OF 2025 COMMUNITY DEVELOPMENT LEGISLATIVE PLAN

RECOMMENDED ACTION:

PROVIDE DIRECTION ON PRIORITY OF ACTIVITIES

- 25-0069 CITY COUNCIL REVIEW OF PROPOSED COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE AND RELATED CODE UPDATES

RECOMMENDED ACTION:

CITY COUNCIL DIRECTION TO FINALIZE PROPOSED UPDATES AND RESOLUTION

- 25-0083 DRAFT FEDERAL LEGISLATIVE AGENDA

16. **MISCELLANEOUS**

17. **EXECUTIVE SESSION**

- 25-0049 QUALIFICATIONS OF AN APPLICANT FOR PUBLIC EMPLOYMENT PER RCW 42.30.110(1)(g)

18. **ADJOURNMENT**

* Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by

the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

NEXT REGULAR COUNCIL MEETINGS:

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

THURSDAY, FEBRUARY 27, 2025 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, JANUARY 30, 2025 - 6:00 P.M. - FLUORIDE



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Minutes

City Council

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

Thursday, January 9,
2025

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

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

2. **INVOCATION*/FLAG SALUTE**

The flag salute was recited.

3. **ROLL CALL**

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

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

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

4. WORKSHOP

25-001168 FEDERAL LEGISLATIVE AGENDA WITH JOEL RUBIN, CFM

*Joel Rubin and Page Strickler with CFM Advocates, State and Federal Lobbying and Public Affairs Consultants, presented the Legislative Agenda.
Council discussed projects.
CFM will continue to work with staff and finalize the city's federal funding priorities.*

5. APPROVAL OF MINUTES

25-001164 DECEMBER 12, 2024 REGULAR MEETING

A motion was made by Councilmember Kendall, seconded by Councilmember Wallis, to approve the December 12, 2024 Regular Meeting Minutes. The motion carried unanimously.

6. CHANGES TO THE AGENDA

7. PRESENTATIONS & AWARDS

8. CONSTITUENTS' COMMENTS (Thirty Minutes)

*Jeff Wilson provided public comment.
Karen Bergquist provided public comment.
Jason Still provided public comment.
Clint Hash provided public comment and pictures.
Derek Fine provided public comment.
Mike Pederson provided public comment.*

9. PUBLIC HEARINGS

25-001169 ORDINANCE NO. 3550 - ALLOWING FOR WHEELED ATV'S ON CITY STREETS, ADDING SECTION 11.69 TO THE LMC

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND ADOPT ORDINANCE NO. 3550

Public Works Director/Ast. City Manager Chris Collins presented the proposed ordinance.

*Mayor Boudreau opened the public hearing at 6:57 p.m.
Public Works Director/Ast. City Manager Chris Collins explained this allows for licensed wheeled all-terrain vehicles on city streets under 35 miles per hour.
Jason Still provided public comment.
Councilmember Halvorson explained why he brought this request forward.
Arlene Hubble provided public comment.
Tabitha Hayden provided public comment.
Councilmember Wean asked about public education.
Michael Pederson provided public comment.
Shaun Higgins provided public comment.
Mayor Boudreau closed the public hearing at 7:07 p.m.*

A motion was made by Councilmember Halvorson, seconded by Councilmember LaFave, to adopt Ordinance No. 3550.

Jason Still provided public comment.

The motion carried by the following vote:

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

Nays: Councilmember Wallis

10. BOARD & COMMISSION RECOMMENDATIONS

25-001227 CITY COUNCIL REVIEW AND APPROVAL OF MT. SOLO PLACE PHASE 6 FINAL PLAT

RECOMMENDED ACTION:

MOTION TO GRANT APPROVAL FOR MT. SOLO PLACE PHASE 6 FINAL PLAT

Community Development Director Nick Little explained Phase 6 of the subdivision. Planning Commission voted in favor.

A motion was made by Councilmember Wean, seconded by Councilmember Wallis, to grant approval for Mt. Solo Place Phase 6 Final Plat.

Council discussed the housing development and thanked staff.

Jason Still provided public comment.

The motion carried unanimously.

11. ORDINANCES & RESOLUTIONS

25-001216 RESOLUTION NO. 2533 – AGREEMENT WITH CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE AND ST. ROSE DE VITERBO CATHOLIC CHURCH (PARISH) FOR REAL PROPERTY EXCHANGE

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2533

Public Works Director/Ast. City Manager Chris Collins explained the property exchange near Cloney Park.

A motion was made by Councilmember Wallis, seconded by Councilmember Kendall, to adopt resolution No. 2533.

Jason Still provided public comment.

Sarah Curtis provided public comment.

The motion carried unanimously.

25-001236 RESOLUTION NO. 2535 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTH PACIFIC PAPER COMPANY, LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2535

25-001211 RESOLUTION NO. 2536 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PNW METAL RECYCLING, INC/NWM PROPERTIES LLC AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2536

25-001209 RESOLUTION NO. 2537 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WEYERHAEUSER AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2537

25-001210 RESOLUTION NO. 2538 - DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NIPPON DYNAWAVE AND COWLITZ 2 FIRE & RESCUE DISTRICT FOR CONTRACTED FIRE AND RESCUE SERVICES

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2538

A motion was made by Councilmember Wallis, seconded by Councilmember Young, to adopt Resolution Nos. 2535, 2536, 2537 and 2538.

Council thanked Fire Chief Hannig.

The motion carried unanimously.

25-001223 RESOLUTION 2539 - RAISES THE UTILITY RATE REDUCTION PROGRAM ANNUAL AGGREGATE REDUCTIONS TO APPROXIMATELY \$320,000.00

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2539

Public Works Director/Ast. City Manager Chris Collins provided a presentation.

Council discussed the presentation.

A motion was made by Councilmember Wean, seconded by Councilmember Wallis, to adopt Resolution No. 2539.

Jason Still provided public comment.

Shaun Higgins provided public comment.

The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Boudreau provided a report.

13. COUNCILMEMBERS' REPORTS

Councilmember Kendall provided a report.

Councilmember Wallis provided a report.

Councilmember Wean provided a report.

Councilmember LaFave provided a report.

Councilmember Young provided a report.

14. CONSENT CALENDAR

Public Works Director/Ast. City Manager Chris Collins explained Resolution 2541 - authorizing the implementation of a convenience fee for payments made to the city using debit and credit cards. ACH payments and check payments continue to be free.

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

25-001171 APPROVAL OF CLAIMS

25-001204 2025 AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE 2025 AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES WITH LONGVIEW MUNICIPAL DEFENSE

25-001205 PROJECT COMPLETION – BEECH ST AND 30TH AVE BUFFERED BIKE LANES PROJECT

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE BEECH ST AND 30TH AVE BUFFERED BIKE LANES PROJECT

25-001214 PROJECT COMPLETION – COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE COMPLETE STREETS PROGRAM – HUDSON ST AND 30TH AVE

25-001215 PROJECT COMPLETION – DOWNTOWN RECTANGULAR RAPID FLASHING BEACONS

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE DOWNTOWN RECTANGULAR RAPID FLASHING BEACONS

25-001213 RESOLUTION 2534 -AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH COWLITZ COUNTY REGARDING EVENT CENTER PROPERTY EXCHANGE

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2534

25-001226 RESOLUTION 2540 -AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BALDWIN LEGAL SERVICES PLLC TO PROVIDE LEGAL SERVICES IN AID OF PROSECUTION AND RELATED ACTIVITIES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2540

25-001228 SET PUBLIC HEARING – 2025-2030 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

MOTION TO SET THE CITY COUNCIL MEETING ON FEBRUARY 13, 2025, AS THE DATE AND TIME FOR A PUBLIC HEARING ON THE 2025-2030 SIX-YEAR TIP/POP AMENDMENT

25-001232 COUNCIL SUPPORT FOR FEDERAL AID PROJECT - SYSTEMIC PEDESTRIAN CROSSING IMPROVEMENTS PROJECT

RECOMMENDED ACTION:

AUTHORIZE MAYOR BOUDREAU TO SIGN PAGE 3 OF THE PROSPECTUS FORM TO WSDOT FOR PRELIMINARY ENGINEERING PHASE OF THIS PROJECT

25-003 RESOLUTION 2541 - AUTHORIZING THE IMPLEMENTATION OF A CONVENIENCE FEE FOR PAYMENTS MADE TO THE CITY USING DEBIT AND CREDIT CARDS

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 2541

25-0012 LONGVIEW POLICE SUPPORT GUILD COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2025 - DECEMBER 31, 2027

RECOMMENDED ACTION:

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

25-0013 RESOLUTION NO. 2542 - AUTHORIZATION TO EXECUTE A STATEMENT OF WORK WITH CHR CREATIVE FOR PURE STORAGE HARDWARE PROCUREMENT AND PROFESSIONAL SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2542

25-0016 AMENDMENT NO. 1 TO CITY OF LONGVIEW AGREEMENT FOR LEGAL SERVICES

RECOMMENDED ACTION:

MOTION TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR LEGAL SERVICES FOR CITY ATTORNEY/LEGAL SERVICES BETWEEN THE CITY OF LONGVIEW AND THE LAW FIRM INSLEE BEST DOEZIE & RYDER, PS

15. CITY MANAGER'S REPORT

25-001172 CITIZEN SUMMIT OPTIONS

RECOMMENDED ACTION:

COUNCIL CONCURRENCE ON THE PROPOSED THEME, STRUCTURE, AND POTENTIAL DATES FOR THE 2025 LONGVIEW CITIZEN'S SUMMIT

Public Information Officer Angela Abel presented.

Council concurred the summit will be held over two days - Wednesday, March 19, 2025 from 6:00 p.m. - 8:00 p.m. and Saturday, March 22, 2025 from 10:00 a.m. to noon. Both sessions will take place at the Women's Club Building, 835 21st Ave. Discussions will be guided by Council Members and City Leadership, focusing on identifying Longview's strengths, envisioning its future, and developing actionable ideas. Councilmember Kendall will be absent March 19, 2025. A third date will be scheduled after the first two sessions to bring in community stakeholders/partners.

25-001203 REVENUE COMMITTEE RECOMMENDATION FOR 2025

RECOMMENDED ACTION:**PROVIDE STAFF DIRECTION ON THE PROPOSED INITIATIVES**

Public Works Director/Ast. City Manager Chris Collins presented. Recommendations included 0.2% Transportation Benefit sales tax. If approved, would rescind the \$20 car tab fee. Metropolitan Parks District \$0.50 per \$1,000 assessed value and Longview Fire District Comprehensive/Feasibility Study. Council discussed the options presented and the committee meeting further to look at economic growth and annexation.

Interim City Manager Jim Duscha announced the Cowlitz Clean Waters Student Contest. Student winners will be recognized and honored at an award ceremony to be held at Kelso City Hall on Wednesday, January 15, 2025 at 5:00 p.m.

Interim City Manager Jim Duscha determined a severe weather event based on forecasted cold weather conditions effective Sunday, January 12, 2025. McClelland Arts Center, 951 Delaware Street, will open and will be hosted by the Salvation Army Longview Temple. Those interested in volunteering may contact The Salvation Army.

16. MISCELLANEOUS**17. EXECUTIVE SESSION**

25-001208 COLLECTIVE BARGAINING PER RCW 42.30.140(4)(a)

25-001173 QUALIFICATIONS OF AN APPLICANT FOR PUBLIC EMPLOYMENT RCW 42.30.110(1)(g)

25-001231 LEGAL RISK OF A PROPOSED ACTION OR CURRENT PRACTICE PER RCW 42.30.110(1)(iii)

The three Executive Sessions were to run concurrent for a total of 40 minutes.

The City Council, Interim City Attorney Charlotte Archer, Human Resources Director Sabrina Fraidenburg and Public Works Director/Ast. City Manager Chris Collins entered Executive Session at 8:17 p.m. At 8:55 p.m. Executive Session was continued for 15 minutes, until 9:10 p.m. At 9:10 p.m. Executive Session was continued for 10 minutes, until 9:20 p.m. At 9:20 p.m. Community Development Director Nick Little joined the Executive Session which was continued for 10 minutes, until 9:30 p.m. At 9:30 p.m. Executive Session was continued 10 minutes, until 9:40 p.m. At 9:45 p.m. Executive Session was continued for 5 minutes, until 9:50 p.m. At 9:50 p.m. all parties came out of Executive Session. No action was taken.

18. ADJOURNMENT

The meeting was adjourned at 9:51 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

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

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

PUBLIC RECEPTION:

THURSDAY, JANUARY 16, 2025 – 6:00 P.M., LONGVIEW PUBLIC LIBRARY – CITY MANAGER CANDIDATES

NEXT SPECIAL COUNCIL MEETING:

FRIDAY, JANUARY 17, 2025 – 1:00 P.M. – CITY MANAGER CANDIDATES INTERVIEWS

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, JANUARY 30, 2025 – 6:00 P.M. – FLUORIDE



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Minutes

City Council

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

Friday, January 17, 2025

1:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Friday, January 17, 2025 at 1:00 p.m. The topics of discussion follow. Final disposition shall be taken on no other matter.

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**
Mayor Boudreau called the meeting to order at 1:08 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

Staff Present: Interim City Attorney Charlotte Archer (after interviews), City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Police Chief Robert Huhta, Human Resources Director Sabrina Fraidenburg, Fire Chief Brad Hannig, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan

4. CITY MANAGER CANDIDATES INTERVIEWS

City Manager Candidate Feedback Booklets were available for the public. Citizen input is valuable in helping the City Council make an informed decision. Following the public City Manager interviews, the Council took a brief recess to collect the feedback before proceeding into Executive Session.

Each candidate entered the Chambers separately to answer a total of seven questions solicited from each councilmember.

Candidate #1: Brian Carlson.
Candidate #2: Blain Oborn.

The council recessed at 2:00 p.m. for 15 minutes, until 2:15 p.m.

Candidate #3: John Walsh.
Candidate #4: Jennifer Wills.

The council recessed at 2:50 p.m. for 15 minutes, until 3:05 p.m. to collect the citizen feedback before proceeding into Executive Session.

5. EXECUTIVE SESSION

25-001 QUALIFICATIONS OF AN APPLICANT FOR PUBLIC EMPLOYMENT PER RCW 42.30.110(1)(g)

The City Council, Interim City Attorney Charlotte Archer, Human Resources Director Sabrina Fraidenburg, Scott Krim, with the recruiting firm Colin Baenziger & Associates, entered Executive Session at 3:05 p.m. pursuant to RCW 42.30.110(1)(g) Qualifications of an applicant for public employment for a period of 30 minutes, until 3:35 p.m. At 3:25 p.m. Executive Session was continued for 30 minutes, until 3:55 p.m. At 3:50 p.m. Executive Session was continued for 30 minutes, until 4:20 p.m. At 4:20 p.m. Executive Session was continued 30 minutes, until 4:50 p.m. At 4:20 p.m. staff were individually called into Executive Session, beginning with Fire Chief Brad Hannig, Community Development Director Nick Little, and Public Information Officer Angela Abel. At 5:18 p.m. all parties came out of Executive Session. No action was taken.

6. POSSIBLE ACTION ON THE CITY MANAGER POSITION

7. PUBLIC COMMENT IF THE COUNCIL TAKES FINAL ACTION

8. ADJOURNMENT

A motion was made by Councilmember Halvorson, seconded by Councilmember LaFave, to adjourn the meeting and set a special meeting for Wednesday, January 22, 2025 at 6:00 p.m. to continue deliberations for the City Manager position. The motion carried by the following vote:

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

The meeting was adjourned at 5:20 p.m.

Tiffany Ostreim
City Clerk

Approved: _____
Mayor



City of Longview

Agenda Summary

HOPE VILLAGE ANNUAL REPORT

COUNCIL INITIATIVE ADDRESSED:

Address quality of place issues.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Salvation Army operates Hope village, a 50-unit hosted shelter for the chronically unhoused. The professional services agreement between the City of Longview and the Salvation Army requires an annual report to City Council by the Salvation Army. This report will cover various elements and performance measures for 2024.

FINANCIAL SUMMARY:

Hope Village is budgeted at 1.5 million per year.

STAFF CONTACT:

Chris Collins, Public Works Director/ Asst. City Manager

Attachments:

1. 2 Year Presentation



Small Acts, Big Impact



We build strength, stability, and self reliance through shelter



Ensuring residents have access to basic needs, including meals, hygiene facilities, and a safe place to rest, creating a foundation for stability.

Promote Self-Reliance

- **Life Skills Programs:** We offers workshops on financial literacy, job training, and life skills to help residents gain independence.
- **Employment Assistance:** Connect residents with job opportunities and provides resources like resume building and interview preparation.
- **Educational Opportunities:** Encourages continuing education or skill certifications to enhance long-term earning potential.





Building Strength Through Community

Supportive Relationships:

Opportunities for residents to build supportive relationships through group activities, shared meals, and peer support programs, reducing feelings of isolation.

Access to Resources

We collaborate with local organizations to provide education services, mental health services, SUD services, legal aid, and healthcare services.

Collaborative Environment:

Encourage teamwork and mutual aid among residents by promoting shared responsibilities, such as community clean-up efforts and on-site duties.



Foster Personal Growth



- **Individualized Case Management:** Provides personalized plans that address each resident's unique challenges and goals.
- **Goal-Oriented Support:** Helps residents set and achieve milestones for housing, employment, and personal well-being.
- **Encouraging Accountability:** Encourages residents to take ownership of their progress while offering guidance and encouragement.



Creating Long-Term Stability

Housing Assistance

Help residents transition to permanent housing through referrals and financial aid programs.

Follow-Up Services:

Offer continued support after leaving the shelter to ensure residents maintain stability and independence.

Substance Use Treatment & Mental Health Treatment



We work directly with:

- Department of Corrections
- Community Integrated Health Services FACT Team
- Columbia Wellness FACT Team
- Core Health
- Awakenings
- Cowlitz Indian Tribe
- Drug Court
- Mental Health Court
- Family Health Center



71% of current residents are in Substance Use Treatment and/or Mental Health Treatment



13 current residents are directly from inpatient substance use treatment and are continuing intensive outpatient treatment.



Inpatient Treatment

We typically have 120-130 individuals on our waitlist at any given time.

To bypass the waitlist, individuals can undergo a Substance Use Evaluation and enroll in inpatient treatment. During their inpatient treatment, we maintain regular communication with them to support their progress.

Upon successfully completing inpatient treatment, individuals transition directly into Hope Village. At Hope Village, they continue their recovery journey through Intensive Outpatient Treatment (IOP).

IOP involves:

- Three 3-hour group sessions per week
- Two self-help meetings per week

Participants must adhere to all treatment requirements, which include weekly random urinalyses to ensure compliance.



Rules and Policies

6. 1.No drugs or alcohol are allowed on the property. No distribution and selling of drugs. No drug paraphernalia.

In order to maintain an environment that is safe, healthy and supports individuals who are trying to maintain sobriety, these are drug and alcohol-free facilities. All individuals must agree to the following while on Hope Village property:

- No smoking or tobacco use except in designated areas
- No possessing or consuming alcohol or drugs
- No possessing drug paraphernalia
- No purchasing, making, or distributing drugs or alcohol

If these rules or policies are violated, the following steps are required for the individual to remain at Hope Village:

- 1.Schedule a Substance Abuse Treatment Assessment: The assessment must be scheduled within 48 hours.
- 2.Sign a Release of Information: A release of information must be signed for the agency conducting the assessment.
- 3.Follow Recommended Treatment: The individual is required to adhere to the treatment plan recommended by the assessing agency.
- 4.Provide Compliance Reports: Regular compliance reports, ranging from weekly to monthly, must be submitted by the treatment provider.
- 5.Ongoing Compliance: The individual will undergo weekly random urinalyses at the treatment facility and remain in full compliance with all treatment requirements.

Treatment and Probation

Both Require random urinalyses
We can also request a
urinalyses





2024 Stats



41

**Successfully
Transitioned to
Permanent Housing**

- **40,260 Meals Served**
- **514 Referrals to Healthcare**
- **229 Referrals to Employment**
- **351 - Housing Referrals**



Charolette



Hope Village's Finances

December 2023 - November 2024



Hope Village's Finances Billing Detail

December 2023 - November 2024

Description	Approved Budget	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	%	Total
Employee Wages & Benefits	706,115	43,995	50,126	49,560	52,988	38,533	77,321	54,321	57,496	54,954	50,068	54,889	85,063	53.67%	669,313
Supplies	44,000	2,533	4,461	2,044	1,937	5,169	2,957	2,592	3,763	1,827	4,923	4,301	3,913	3.24%	40,419
Food	70,000	6,109	6,613	7,603	10,220	6,992	5,288	4,737	8,689	7,747	4,942	6,451	5,832	6.51%	81,223
Telephone/Internet/ Utilities	9,400	140	170	140	170	170	216	170	170	170	170	170	170	0.16%	2,026
Equipment/Furnishings	16,400	646	3,297	514	1,202	1,042	1,234	1,003	822	646	912	1,134	988	1.08%	13,442
Laundry/Housekeeping	42,000	3,790	-	3,383	39	271	-		(108)					0.59%	7,376
Security	389,664	31,200	26,323	32,912	23,188	22,077	10,032	26,840	16,698	16,368	16,104	16,687	17,072	20.49%	255,501
Financial Assistance for clients	16,200	-	4,910	4,860	376	145	1,233	909	102	464	176		1,595	1.18%	14,770
Indirect Costs	194,067	13,262	14,385	15,251	13,518	11,154	14,742	13,773	13,161	12,326	11,594	12,545	17,195	13.06%	162,907

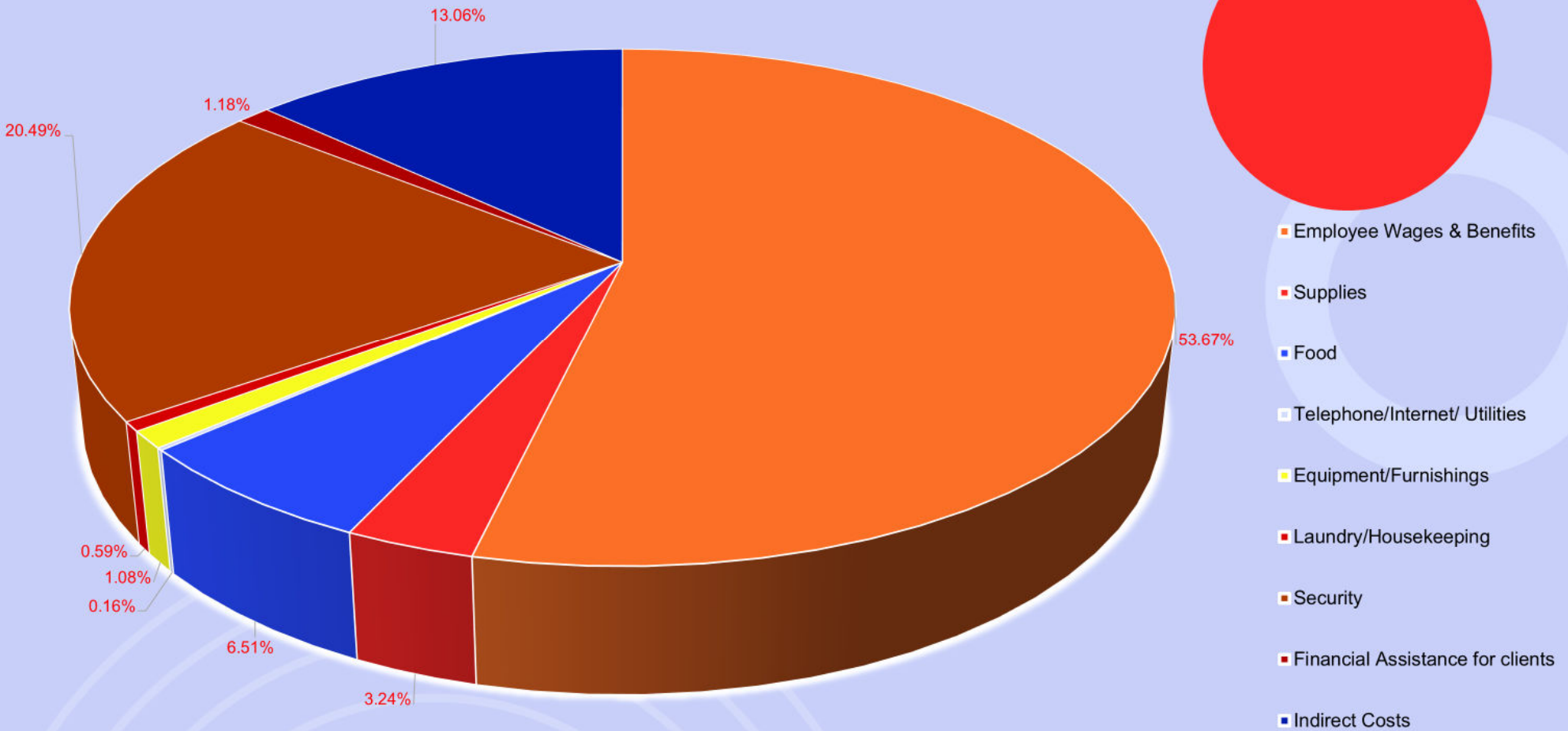
Hope Village's Finances

December 2023 - November 2024

Hope Village Fiscal YTD

		Actual	Budget	Variance
Total Income		\$1,370,653	\$1,660,686	(\$290,033)
City Funding		1,246,975	1,487,846	(\$240,871)
Gift In Kind		123,678	172,840	(\$49,162)
Total Expenses		\$1,370,653	\$1,660,686	(\$290,033)
Direct costs		1,246,975	1,487,846	(\$240,871)
Gift In Kind		123,678	172,840	(\$49,162)
Net Income		(\$0)	\$0	(\$0)

How the City's Money is Being Spent



Thank you



DOING THE
MOST GOOD™



Nikayla



“

Our missions is simple: **RESTORE** Hope and Dignity through *kindness and respect*. **REGENERATE** a willing spirit with *understanding and compassion*; and **REINTEGRATE** people by *overcoming...together*.

-Major Phil Smith

”

Proclamation



City of Longview, Washington

National Squirrel Appreciation Week

WHEREAS, the City of Longview proudly claims the squirrel as its official mascot, symbolizing community spirit, resourcefulness, and our commitment to urban wildlife; and

WHEREAS, Longview is famously home to 10 world-renowned squirrel bridges, which not only protect our furry residents but also attract visitors, photographers, and squirrel enthusiasts from near and far; and

WHEREAS, the citizens of Longview have embraced these charismatic creatures with an annual Squirrel Fest, celebrating the joy and whimsy they bring to our community; and

WHEREAS, January 21st was National Squirrel Appreciation Day, a time to acknowledge the nimble, nut-gathering residents of our parks, treetops, and bridges who remind us to plan ahead and enjoy life's small delights; and

WHEREAS, the City of Longview is honored to be designated both a Tree City USA and a Tree City of the World, reflecting our steadfast dedication to urban forestry, green spaces, and fostering an environment where both humans and squirrels thrive; and

WHEREAS, the City recognizes the squirrels' vital role in maintaining the health of our urban ecosystem, from planting seeds that grow into majestic trees to delighting residents of all ages with their daring leaps and playful antics;

*NOW, THEREFORE, I, Spencer Boudreau, Mayor of the City of Longview, on behalf of the City Council and the citizens of this great city, do hereby proclaim the week of January 20, 2025, as **National Squirrel Awareness Week!***

I encourage all residents to pause, reflect, and give thanks to our furry-tailed neighbors. May we continue to celebrate their antics, preserve their bridges, and enjoy the delightful charm they add to our lives. Furthermore, may we rededicate ourselves to the care and stewardship of our city's trees and green spaces, which provide a habitat for these beloved creatures and enrich our community.

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

Spencer Boudreau, Mayor



City of Longview

Agenda Summary

CLOSED RECORD PUBLIC HEARING ON PLANNING COMMISSION RECOMMENDATION FOR THE WALLIN 401K SOLO TRUST COMPREHENSIVE PLAN AND ZONING AMENDMENT

THE COUNCIL WILL ENTER A CLOSED SESSION PURSUANT TO RCW 42.30.140(2), TO PROVIDE FOR A DELIBERATION OF A QUASI-JUDICIAL BODY RELATING TO THE QUASI-JUDICIAL MATTER PENDING BEFORE THE CITY COUNCIL

RECOMMENDED ACTION:

GRANT APPROVAL OF PLANNING COMMISSION RECOMMENDATION OF THE WALLIN 401K SOLO TRUST AND ORDINANCE NO. 3553 - COMPREHENSIVE PLAN AND ZONING AMENDMENT

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The applicant, Michael Wallin, has applied for a site-specific comprehensive plan amendment and rezone of their single parcel at 2262 46th Ave to change the Comprehensive Plan designation from low density residential to medium density residential; and the zoning designation from R-1 to R-2. The R-2 zone permits Duplexes, Triplexes, Fourplexes, Multifamily, Townhouses (single-family attached dwelling) and Accessory Dwelling Units among other residential permissions in LMC 19.20.020 'Uses'.

The planning commission held a public hearing on the application on November 6, 2024 and unanimously recommended approval to Longview City Council.

STAFF CONTACT:

Irene Rutikanga, Planner

irener@ci.longview.wa.us

Attachments:

1. Ord No 3553 map amendments R-1 to R-2 CP Amd and Rezone
2. Exhibit A- Memo to City Council
3. Exhibit B Staff Report
4. Exhibit C-PC Minutes of November 6, 2024

ORDINANCE NO. 3553

AN ORDINANCE AMENDING CHAPTER 19.03 OF THE LONGVIEW MUNICIPAL CODE, RELATING TO THE COMPREHENSIVE PLAN FOR LAND USE DEVELOPMENT OF THE CITY OF LONGVIEW, BY ADDING NEW SECTIONS THERETO, TO BE DESIGNATED AS SECTIONS 19.03.021.30 AND 19.03.022.30, TO REFLECT A COMPREHENSIVE PLAN AMENDMENT ON CERTAIN PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, AMENDING THE ZONING OF CERTAIN PROPERTY FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT

WHEREAS, the owner, Wallin 401K solo Trust has applied for a site-specific comprehensive plan amendment and rezone for a single parcel commonly known as 2262 46th Ave. The proposal will amend the comprehensive plan designation of the site from Low -Density Residential to Medium- density Residential and amend the zoning designation from R-1 to R-2 and,

WHEREAS, at their November 6, 2024, regular meeting, the Longview Planning Commission held a public hearing on the application. The Planning Commission received testimony at this meeting following which the Planning Commission voted to recommend approval of the application; and

WHEREAS an Environmental Checklist for the proposed Comprehensive Plan Map and Zoning Map revisions was reviewed pursuant to the State Environmental Policy Act and a determination of non-significance was issued on July 24, 2024; and

WHEREAS, after reviewing the information presented to the City Council and the recommendation of the Planning Commission, and after having considered all of the evidence and testimony presented in favor and against such amendment, at their January 23, 2024, meeting, the City Council voted to approve the Applicant's proposal for a Comprehensive Plan Future Land Use Map and zoning code amendment.

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

Section 1. The City Council adopts the following findings in support of the comprehensive plan amendment and rezone that is the subject of this ordinance:

1. The proposal is consistent with the 2019 Longview Compressive plan Goals, Policies and Objectives.
2. Public facilities and transportation options are readily available at or near the subject property.

3. The City Engineer has reviewed the application and has determined that the proposal will not result in any critical impacts to the adjacent roadway system.
4. The proposal provides more diverse housing opportunities for different income levels.
5. It is in the public interest to encourage a change in land use for the area as there is a substantial public need for housing in Longview.

Section 2. That there shall be, and is hereby, added to Chapter 19.03 of the Longview Municipal Code, a new section designated as Section 19.03.021.30, reading as follows:

Section 19.03.021.30 Fifth Amendment to 2019 Comprehensive Plan

The following described properties lying within the present corporate limits of said City is hereby removed from the area classified as Low Density Residential and transferred to the area classified as Medium Density Residential in the Comprehensive Plan for the development of land and building uses with the City:

Those parcels number commonly known as 2262 46th Ave in the City of Longview, Washington, Parcel Number 02951, and as described in the legal description shown in Exhibit A.

As shown on the “Proposed Comprehensive Plan Designation” map attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. That there shall be, and is hereby, added to Chapter 19.03 of the Longview Municipal Code, a new section designated as Section 19.03.022.30, reading as follows:

Section 19.03.022.30 Fifth Revised Land Use Map - 2019 Comprehensive Plan - Preparation and Filing

The Department of Community Development for the City shall cause to be prepared a new land use map reflecting the changes set out in Section 19.03.021.30, such map to be designated as “Revised Land Use Map No. 5 - 2019 Comprehensive Plan” and shall file a copy thereof in the office of the City Clerk where the same shall be available for public inspection as required by RCW 35A.63.072. The revised map is made a part of the City’s Comprehensive Plan, replacing and superseding the land use map filed in accordance with Section 19.03.010.

Section 4. That the following described area located in the City of Longview, Cowlitz County, Washington, shall be, and is hereby deleted and transferred from its present designation of Low Density Residential (R-1) to Medium Density Residential (R-2) District as follows:

Those parcels number commonly known as 2262 46th Ave in the City of Longview, Washington, Parcel Number 02951, and as described in the legal description shown in Exhibit A.

As shown on the Proposed Zoning map attached hereto as Exhibit C and incorporated herein by this reference.

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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 ____ day of _____, 2025.

Approved by the Mayor this ____ day of _____, 2025.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____
Exhibit A Legal Description

3739070 08/16/2023 11:26:31 AM 2 of 2 Cowlitz County, WA
DEED CASCADE TITLE COMPANY OF COWLITZ COUNTY

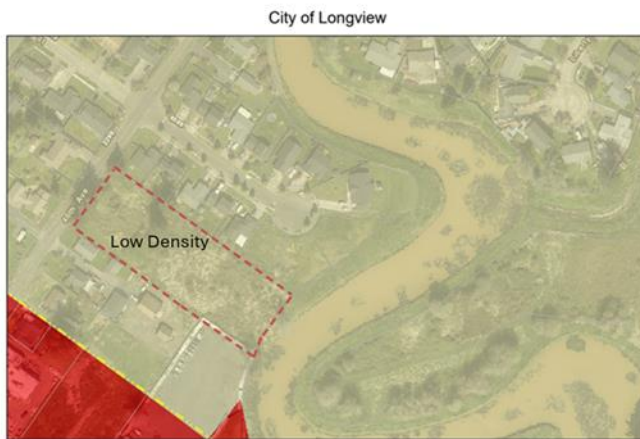
Exhibit A

THAT PORTION OF LOT 2, BLOCK 32, COLUMBIA VALLEY GARDENS NO. 3, AS
RECORDED IN VOLUME 7 OF PLATS, PAGE 9, RECORDS OF COWLITZ COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

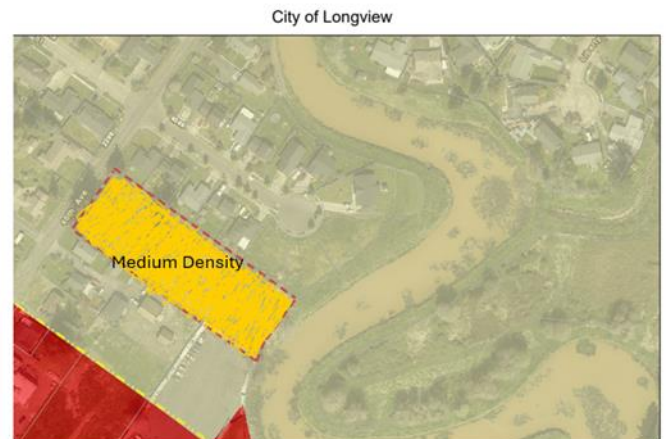
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 32, COLUMBIA VALLEY
GARDENS NO. 3, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 9, RECORDS OF SAID
COUNTY;
THENCE SOUTHERLY ALONG THE EASTERLY LINE OF 46TH AVENUE 146.01 FEET;
THENCE EASTERLY ALONG A LINE PARALLEL TO AND 146.01 FEET SOUTHERLY FROM
THE NORTHERLY LINE OF SAID LOT 2 TO THE EASTERLY LINE OF SAID LOT 2;
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE NORTHEAST
CORNER THEREOF;
THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE POINT OF
BEGINNING.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON

Exhibit B: Proposed Comprehensive Map Designation



Existing



Proposed

Exhibit C: Proposed Zoning Map Designation



Existing



Proposed



Memorandum

TO: Longview City Council

FROM: Irene Rutikanga, Planner

MEETING DATE: January 23, 2025

SUBJECT: Case No. PC2024-3 - Wallin Solo 401k Trust comprehensive plan and zoning amendment

The applicant, Michael Wallin applied for a site-specific comprehensive plan amendment and rezone of their single parcel at 2262 46th Ave to change the Comprehensive Plan designation from low density residential to medium density residential; and the zoning designation from R-1 to R-2. The R-2 zone permits Duplexes, Triplexes, Fourplexes, Multifamily, Townhouses (single-family attached dwelling) and Accessory Dwelling Units among other residential permissions in LMC 19.20.020 'Uses'. The property is about 1.46 Acres (63,597sf) and mostly flat raw land. The site is bounded by Lower Columbia CAP's Single Family Residential, Windermere street subdivision to the North, 46th Ave to the west, CDID cut off Slough/Coal Creek Slough to the East, and Single Family residential homes, and an auto related storage facility to the South.

The proposed rezone from R-1 Low Density Residential to R-2 Medium Density Residential would allow for the applicant preferred development vision which consists of a mix of one-level accessible detached single-family homes and attached single family with amenities.

The planning commission held a public hearing on the application on November 6th, 2024 and unanimously recommended approval of the comprehensive plan and zoning amendment.

Staff Recommendation:

Staff recommends the City Council approve the Wallin Solo 401k trust comprehensive and zoning amendment.

Attachment:

Exhibit A- Memo to City Council

Exhibit B- Staff Report

Exhibit C- November 6th Planning Commission Minutes Agenda



Staff Report

TO: Longview Planning Commission

FROM: Irene Rutikanga, Planner

HEARING

DATE: November 4th , 2024

TYPE OF

DECISION: Quasi-judicial (Planning Commission Recommendation, City Council Approval)

APPLICANT: Michael Wallin

PROPOSAL: Rezone request and comprehensive plan amendment application for 1 parcel, approximately 1.46 acres of land. Under the proposal, the Comprehensive Plan classification will change from Low Density Residential to Medium Density Residential and the zoning will change from R-1 Residential District to R-2 Residential District. As shown in the attached map [Exhibit B & C].

ADDRESS: 2262 46th Ave. Parcel No 02951.

BACKGROUND

The applicant, Michael Wallin has applied for a site-specific comprehensive plan amendment and rezone of their single parcel to change the Comprehensive Plan designation from low density residential to medium density residential; and the zoning designation from R-1 to R-2. The R-2 zone permits Duplexes, Triplexes, Fourplexes, Multifamily, Townhouses (single-family attached dwelling) and Accessory Dwelling Units among other residential permissions in LMC 19.20.020 'Uses'.

The property is about 1.46 Acres (63,597sf) and mostly flat raw land. The site is bounded by Lower Columbia CAP's Single Family Residential, Windermere street subdivision to the North, 46th Ave to the west , CDID cut off Slough/Coal Creek Slough to the East, and Single Family residential homes ,and an auto related storage facility to the South.

The applicant states in the submitted rezone application that the R-2 zoning district would allow the applicant's preferred development vision, which is a mix of one-level accessible

detached single-family homes and attached single family (duplexes/possibly condos) housing with garages, as well as a neighborhood park area, playground, dog park, and garden space.

The application is attached as Exhibit A and maps showing the existing site and vicinity are attached as Exhibit B. Maps showing the existing and proposed zoning and future land use map classifications are attached as Exhibit C.

Ownership

SOLO 401 K PLAN TRUST

Existing Land Uses

Undeveloped land

Adjacent Land Uses

East: CDID cut off slough

South: Single Family Residences, Auto related storage

West: 46th Ave, Single Family Residence

North: Single-Family Residence

Comprehensive Plan

The 2019 Longview Comprehensive Plan currently classifies the parcel as Low Density Residential. The Comprehensive Plan classifications for the adjoining properties is also Low Density Residential. South of the parcel across Ocean Beach Hwy are unincorporated properties classified in the comprehensive plan as Community Commercial.

Current Zoning

The subject property and all adjoining properties are zoned R-1 Residential District.

The purpose statement for the Residential Districts (all) is given below (LMC 19.20.010):

“It is the city’s intent that residential neighborhoods and uses be developed and preserved against intrusions by incongruous land uses. These zone classifications are established, in order to permit a variety of housing and population densities with minimum conflict. Protection is provided against hazards, objectionable influences, traffic and building congestion, undue strain on municipal services, and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in these districts.

There are five primary residential zoning districts established for the city, including two lower density designations (R-1, TNR), one medium density designation (R-2) and two high density zones (R-3, R-4). More limited (secondary) residential development is allowed in some commercial zone designations as provided for in other chapters. This chapter provides standards for residential land use and development and is based on the following principles:

(1) Promote the orderly expansion and improvement of neighborhoods;

- (2) Make efficient use of land and public services and implement the Longview comprehensive plan;
- (3) Designate land for the range of housing types and densities needed by the community, including owner-occupied and rental housing;
- (4) Provide flexible lot standards that encourage compatibility between land uses, efficiency in site design, and environmental compatibility;
- (5) Provide for compatible building and site design at an appropriate neighborhood scale; provide standards that are in character with the landforms and architecture existing in the community;
- (6) Apply the minimum amount of regulation necessary to ensure compatibility with existing residences, schools, parks, transportation facilities, and neighborhood services. Reduce reliance on the automobile for neighborhood travel and provide options for walking, bicycling, and transit use; and
- (7) Provide direct and convenient access to schools, parks, and neighborhood services. (Ord. 3122 § 14, 2010)”.

Availability of Utilities

Sanitary sewer, water and fire protection are available to the subject property. Any future development will require compliance with the City of Longview Storm Water regulations for retention/detention and water quality.

SEPA Determination

An Environmental Checklist for the proposed Comprehensive Plan Map and Zoning Map revisions was reviewed pursuant to the State Environmental Policy Act and a determination of non-significance was issued on July 24, 2024. [E 2023-14 SEPA checklist]

The comment period for the SEPA checklist ended on July 23, 2024. SEPA documents are attached as Exhibit D.

Traffic

Public works reviewed the project and decided a traffic analysis is not required at this time. Traffic analysis and additional environmental review may be required depending on future development proposal.

Critical Areas and Shorelines

Geologic Hazards:	None
Shoreline Designation:	NA
Floodplains:	Zone X – areas protected by levees from 100-year flood
Wetlands:	None Identified
Critical Aquifer Recharge Areas:	None
Habitat Areas:	None

Additional Information

Pursuant to Chapter 19.81 of the Longview Municipal Code, legal notice was published in the Longview Daily News on October 24, 2024. Notice of the public hearing was posted on the property on October 23, 2024.

Citizen Correspondence

On 10/23, the planning department received a call from a resident that lives adjacent to subject rezone property inquiring about the type of project to be developed once the site is rezoned to R-2 and, what side of the property the project will be developed on. Any additional public comments received will be relayed to the Planning Commission in advance of the hearing.

COMPREHENSIVE PLAN POLICIES AND DISCUSSION

The relevant Comprehensive Plan goals and policies and map intent statements are given below.

Goal LU-B Ensure that the location and design of new development is appropriate in type, density, and location considering existing land-use patterns, capacity, of public facilities, natural characteristics of the land, and community preferences.

Staff comment: The proposed rezone from R-1 district to R-2 district will result in the creation of new zoning district that allows for more density than allowed for the adjoining R-1 zoned uses, however the site to be rezoned has adequate public facilities while also still allowing residential uses permitted in the R-1 district.

Policy LU-A.1.1 Provide a variety of residential zoning districts at different densities to meet the needs of all economic segments of Longview's population.

Staff comments: The proposed rezone will create an R-2 residential zone that allows for a variety of residential uses at different densities, such as duplexes, Triplexes, Fourplexes and other multifamily dwellings intended to address housing needs for all economic segments of Longview population.

Policy LU-A.1.5 Facilitate redevelopment of existing developed land when appropriate and encourage infill development on vacant or underdeveloped land.

Staff comments: The proposed rezone will allow for infill development of an existing undeveloped property that is in a developed area near existing resources and infrastructure.

Policy HO-A.1.4 Promote efficient use of land and infrastructure by encouraging infill development in neighborhoods and redevelopment activities.

Staff comments: The proposed rezone will allow for infill development of an undeveloped site that contains infrastructure necessary for development activities and promotes efficient of land use through the greater densities allowed in the R-2 zoning district.

Intent Statements

The Comprehensive Plan Map Intent Statement for the Medium Density Residential classification is given below.

Medium Density Residential

This classification provides for a mixture of housing unit types, including single-, two-, three-, and four-family dwellings; townhouses; or clusters thereof. The classification is also intended to apply to planned unit developments having a mixture of housing unit types and limited commercial land uses. Development should incorporate safe, attractive, and continuous connections and walkways for travel and access by foot at a human scale as an integral part of its overall layout and design. Development adjacent to lower density uses should incorporate elements in the site design and building design to soften its impact and to result in a compatible transition. Multi-family development should incorporate provisions for transit service and pedestrian and bicycle access. Manufactured housing parks designed according to firm standards for screening, buffering, parking, recreational areas, distance between units, and other matters may be appropriate when deemed compatible with adjacent property by the City or County planning commissions and local legislative bodies. Home occupations may be acceptable. The recommended density is up to 18 dwelling units per gross acre.

Finding/Discussion: The proposed rezone and comprehensive plan amendment will result in the creation of an R-2 zoning district, under the Medium Density Residential Comprehensive Plan classification which allows for a mix of housing types at different densities. The rezone will allow for infill development of the subject undeveloped property that is presently provide with adequate public infrastructure.

While the rezone does allow for greater densities than the surrounding area zoning designation, the change to the zoning and Comprehensive Plan maps is supported by the above-mentioned policies, and will address key land use issues identify in the Comprehensive Plan such as increasing the amount and variety of housing options in the city, and allowing for infill development in areas served with adequate infrastructure.

ZONING CRITERIA AND DISCUSSION

Longview Municipal Code section 19.81.090 provides criteria for the City’s review of site-specific rezone applications: 19.81.090 Approval criteria for site-specific rezones.

In its review of an application for rezoning, the city shall consider subsections (1) through (5) of this section. No single factor is controlling; instead, each must be weighed in relation to the other standards. The city shall not consider any representations made by the petitioner that if the change is granted the rezoned property will be used for only one of the possible range of uses permitted in the requested zoning designation. Rather, the city shall consider whether the entire range of permitted uses in the requested designation is more appropriate than the range of uses in the existing designation.

(1) The proposal is in accordance with the adopted city of Longview comprehensive plan, any relevant sub-area plans, and the purpose section of the proposed zoning district.

Staff Comments: The City of Longview’s comprehensive plan emphasizes promoting a range of housing options to meet the community’s diverse needs, while ensuring orderly growth and maintaining neighborhood character. The proposed rezone from low-density residential (R-1) to medium-density residential (R-2) supports several goals in the comprehensive plan, including:

- **Housing Diversity:** *The shift to an R-2 zoning district allows for a broader range of housing types, including duplexes, triplexes, fourplexes, and townhomes. This increase in housing variety aligns with the plan’s goal to offer affordable, accessible housing options for residents of different incomes, ages, and abilities.*
- **Increased Density in Strategic Areas:** *The rezone would increase residential density while remaining within a medium-density range, which supports the city's objectives to manage growth efficiently and promote more compact development patterns.*
- **Sustainable and Walkable Communities:** *The city comprehensive plan emphasizes creating livable, walkable neighborhoods with access to green space and recreational opportunities, enhancing overall quality of life. R-2 medium density zoned districts are directed to incorporate safe, attractive, and continuous connections and walkways for travel. The proposed rezone from R-1 to R-2 would allow for developments that enhance the overall quality of life through attractive and continuous walkable connections.*

The purpose of the R-2 medium-density residential district, as outlined in Longview comprehensive plan is to:

- *Provide for a variety of housing types, including single-family detached, duplexes, triplexes, fourplexes, and multifamily units.*
- *Accommodate moderate-density residential development in a way that ensures compatibility with surrounding land uses.*

- *Encourage efficient use of land while maintaining desirable living environments with access to necessary infrastructure and services.*

The proposed rezone will create a zoning district that permits a broader range of housing option that is needed in the city of Longview. As indicated in the city comprehensive plan, rent in the county has seen a twenty percent increase since 2007 but incomes have only increased by five percent. With the surge in rent increases, it is imperative to create more diverse and affordable housing options to combat the rising rent increase. The rezone to R-2 district would allow for those various housing options, such as duplexes, triplexes, fourplexes and townhomes that address housing affordability.

(2) The proposal must bear a substantial relationship to the public health, safety, morals, or general welfare, or protect and preserve historical and cultural places and areas. The rezone may be justified, however, if a substantial public need or purpose exists, and this is so even if the private owner(s) of the land will also benefit.

Staff Comments: *The R-2 zone permits a range of housing types including duplexes, triplexes and townhomes and accessory dwelling units, which promotes housing variety and affordability. This can help address housing needs in the city of Longview and support general welfare by providing diverse housing opportunities for different income levels and family sizes.*

Additionally, the R-2 zone encourages development to incorporated safe, attractive and continuous connections and walkways for travel access by foot at human, which directly supports public health by encouraging outdoor recreation, physical activity, and social interactions.

(3) The property and affected area are presently provided with adequate public facilities, services, and transportation networks to support the zoning designation, or such facilities, services and transportation networks can be adequately provided in an efficient and timely manner (or are planned to be provided within six years).

Staff Comments: *The subject property is within an area fully served with public facilities and transportation networks.*

(4) The proposal shall not have a substantial adverse impact upon neighboring lands. Lots shall not be rezoned in a way that is substantially inconsistent with the uses of the surrounding area, whether more or less restrictive.

Staff comments: *The subject property and adjoining properties are currently zoned R-1 which allows for low density development typically limited to detached single family homes. The applicant is proposing to rezone the property to R-2 Medium density residential, which would allow for a broader range of housing types with greater density. The R-1 district allows for a maximum of 6 units per acre, while the R-2 district allows for maximum of 30 units per acre. With a property of approximately 1.46 acres, the R-1 district would yield a maximum of about 9 units total. In comparison, the R-2 district would yield a maximum of 44 units total based on the property size. An increase in density typically leads to greater traffic generated and intensity of uses that would be not*

accustomed to by the surrounding properties. Much of the traffic generated by future development of this parcel would likely be accessing Ocean Beach Highway just offsite to the South rather than through the surrounding neighborhood to the North.

(5) Whether conditions in the area for which comprehensive plan change/zoning amendment is requested have changed or are changing to such a degree that it is in the public interest to encourage a change in land use for the area.

Staff Comments: The housing market and need for different types of housing has drastically changed since the time the area was first zoned. Need for housing in Longview grows yearly, especially diverse housing options and this rezone would address that need. Therefore, it is in the public interest to encourage a change in land use for the area as there is substantial need for housing in Longview.

STAFF FINDINGS

The proposed rezone is consistent with goals and policies of the city of Longview's comprehensive plan, particularly in fostering housing diversity, promoting efficient land use, providing community amenities, and ensuring accessible and inclusive development.

It is crucial to recognize the housing market has changed from the initial time the area was originally zoned. The need for diverse affordable housing options is much greater than any other time and the proposed rezone would address that need. The proposed rezone will create a zoning district that permits a broader and more diverse range of housing option. As indicated in the city comprehensive plan from 2019, rent in the county has seen a twenty percent increase since 2007 but incomes have only increased by five percent. With the surge in rent increases, it is imperative to create more diverse and affordable housing options to combat the rising rent increase. The rezone to R-2 district would allow for those various housing options, such as duplexes, triplexes, fourplexes and townhomes that address housing affordability.

Furthermore, while the rezone will result in the creation of a zone that allows for higher density than much of the surrounding area, it nonetheless remains a residential use, albeit at a higher density. The R-1 zone allows for a maximum of six units per acre, while R-2 allows for maximum of 30 units per acre, which can increase the use of public infrastructure. City staff has indicated that the existing facilities are adequate to handle the increased density and use. Both the R-1 and R-2 zones are designated by the comprehensive plan to allow for residential uses, so the primary change will be in terms of density.

The City's findings are as follows:

1. The proposed Comprehensive Plan amendment would change the classification of the property from Low-Density Residential to Medium-Density Residential.
2. The proposed zoning amendment would change the designation of the property from R-1 to R-2.
3. The proposed zoning change substantially meets the review criteria outlined in LMC 19.81.090.

4. The proposal substantially meets the 2019 Longview Comprehensive plan Goals, Policies and Objectives, and addresses key housing issues identify in the comprehensive plan.
5. Any future development on the property will be reviewed and required to comply with all requirements of the R-2 zoning district designation, LMC chapter applicable development standards, building, fire, stormwater, engineering and environmental codes at the time of development.
6. The proposed rezone will allow for a mixture of housing types that provide a variety of affordable housing options.
7. The property is presently served by adequate public facilities, services, and transportation networks to support the R-2 zoning designation.
8. The primary change in use is related to density; both zoning designations are restricted to residential uses as outlined in LMC 19.20.030.
9. The housing market and need for affordable housing options has increased across the City.
10. The proposed zoning and Comprehensive Plan changes serve the public interest by providing options for diverse affordable housing.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the Wallin 401K Solo Trust Comprehensive plan and Zoning Amendment, case No. PC2024-3, based on the findings and conclusion made as part of this staff report.

EXHIBITS

- A. Application
- B. Map showing existing site
- C. Map showing proposed zoning and comprehensive plan map amendment
- D. SEPA documents.
- E. Public Comment letter

Staff Report Date: October 29th, 2024



Minutes

Agenda

Planning Commission

Wednesday, November 6,
2024

7:00 PM

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 Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

1. **ROLL CALL**

Chairman Collins called the meeting to order at 7:00 p.m.

Present: Member Craig Collins, Member Trey Davis, Member Jeff Rauth, Member Ramona Leber
Member Amy Norquist arrived late, after the approval of meeting minutes.

Excused: Member Alison Moss

Staff Present: Nick Little, Community Development Director; Irene Rutikanga, Planner; Sam Barham, City Engineer; Lisa Vertrees, Administrative Assistant

2. **APPROVAL OF MINUTES**

24-00974 PC Minutes of September 4, 2024

A motion was made by Member Jeff Rauth, seconded by Member Ramona Leber, to approve the minutes of September 4, 2024. The motion passed unanimously by the members present.

24-00975 PC Minutes of September 25, 2024

A motion was made by Member Jeff Rauth, seconded by Member Ramona Leber, to approve the minutes of September 25, 2024. The motion passed unanimously by the members present.

24-00976 PC Minutes of October 2, 2024

A motion was made by Member Jeff Rauth, seconded by Member Ramona Leber, to approve the minutes of October 2, 2024. The motion passed unanimously by the members present.

3. **AUDIENCE PARTICIPATION OF CORRESPONDENCE**

None at this time.

4. **DECLARATION OF EX-PARTE COMMUNICATIONS AND APPEARANCE OF FAIRNESS**

The Declaration was read.

5. PUBLIC HEARINGS**24-001008 PC 2024-3 2262 46th Ave. Rezone**

*Mr. Rutikanga reviewed the staff report.
He also gave a Power Point presentation.*

*Chairman Collins opened the public hearing. The following citizens spoke:
Tom Kell - neighbor of subject property
Mike Wallin - owner of subject property*

Hearing no further speakers, Chairman Collins closed the public hearing.

A motion was made by Member Trey Davis, seconded by Member Ramona Leber to approve the Wallin 401K Solo Trust Comprehensive plan and Zoning amendment, case No. PC 2024-3, based on the findings and conclusion made as part of the staff report. The motion passed unanimously.

6. NON-PUBLIC HEARING ITEMS**24-001009 Highlands Interim Zoning Regulations**

*Mr. Little gave an on-screen presentation.
Key issues are: Parking, increased density, 2018 code changes, crime.
Five options were presented:
Option 1: Keep the Interim Regulation
Option 2: Roll back the Interim Regulation
Option 3: Revert to R-4 zoning
Option 4: Realignment of all residential zoning districts
Option 5: Targeted Approach*

*The following citizens commented:
Robert Tracy - Developer
Shannon Gilman - HNA President
Gentleman - Co-captain of the blockwatch
Nelson Hooper - resident
Clint Hash - Co-captain of the blockwatch*

The Planning Commission would like more data and facts. They feel another workshop next month is appropriate.

24-001010 Fishers Lane Workshop

*Mr. Little gave a presentation, highlighting the community roundtable discussion points, desired uses, zoning options, and shoreline jurisdiction.
Staff recommendations:
Neighborhood Commercial, R-2, R-3 or R-4 as possible zoning districts
No deed restrictions
No specific designations or zone for just a single parcel*

*Next steps:
Develop proposal based on feedback
SEPA, potential SMP and Comprehensive Plan updates
Public hearing with Planning Commission
Public hearing with City Council*

7. OTHER BUSINESS

A motion was made by Member Ramona Leber, seconded by Member Jeff Rauth, to schedule two public hearings at the next regular Planning Commission meeting on December 4, 2024, to approve the draft ordinance for Cryptocurrency mining and to approve the standards and definitions for data centers.

The motion passed unanimously.

8. PLANNER'S REPORT

The final plat for the Mt. Solo development is still being reviewed.

The Community Development department is working on revising their permitting and review processes.

9. ADJOURNMENT

The next regular Planning Commission meeting is scheduled for December 4, 2024 at 7 p.m.

With no further business to discuss, Chairman Collins adjourned the meeting at 9:30 p.m.

Lisa Vertrees, Recorder



City of Longview

Agenda Summary

PUBLIC HEARING FOR INTERIM ZONING REGULATION – HIGHLANDS AREA ORDINANCE. 3552 -EXTENDING INTERIM ZONING REGULATION

RECOMMENDED ACTION:

HOLD PUBLIC HEARING; THEN MOTION TO APPROVE ORDINANCE. 3552.

COUNCIL INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

In July, City Council adopted interim zoning regulations for the Highlands area which changed the zoning designation from R-4 to R-1; the interim regulations went into effect July 28, 2024, and a public hearing was held on September 26, 2024. The current interim regulations are set to expire on February 1, 2025. Pursuant to RCW 36.70A.390 and RCW 35.63.220, the City Council will hold a public hearing to extend the interim regulations an additional 6 months and satisfy the aforementioned statutory requirements. The interim regulations affect two areas; the first between 26th Avenue and Oregon Way, and Industrial Way and Beech Street; and the second between Douglas Street and Beech Street, and between 32nd Avenue and Industrial Way.

STAFF CONTACT:

Nick Little, Community Development Director

Attachments:

1. Ordinance 3541 Interim Zoning Regulations
2. Area Subject to Interim Regulations
3. RCW 36.70A.390 and 35A.63.220
4. 4_Ordinance 3552-Six Month Extension of Interim Regulations in the Highlands Area

ORDINANCE NO. 3541

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, ADOPTING FINDINGS OF FACT; ADOPTING INTERIM ZONING REGULATIONS; AMENDING THE OFFICIAL CITY OF LONGVIEW ZONING MAP; PROVIDING FOR THE DURATION OF THIS ORDINANCE AND PUBLIC HEARING; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Longview is authorized to impose interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and RCW 35.63.220 both authorize the enactment of an interim zoning ordinance, or interim official control without holding a public hearing as long as a public hearing is held within at least sixty days of its enactment; and

WHEREAS, on July 9, 2024, the City Council gave direction on a proposed amendment to the zoning regulations for the residential area of the City known as the “Highlands” in response to concerns with regards to the heightened zoning permitted in this area; and

WHEREAS, the City Council received feedback from the public pertaining to the R-4 zoning designation for the residential area of the City known as the “Highlands” in two areas, the first between 26th Avenue and Oregon Way, and Industrial Way and Beech Street, and the second between Douglas Street and Beech Street, and between 32nd Avenue and Industrial Way, as depicted on Exhibit Map hereto and incorporated herein by this reference; and

WHEREAS, based on feedback and staff review, the City Council finds that the current zoning designation of R-4 for this area is incompatible with the neighboring residential areas, and requires additional analysis with regards to the adequacy of infrastructure to support the heightened density in this area; and

WHEREAS, the City Council finds that amending the zoning designation for this area from R-4 to R-1 will alleviate the concerns addressed herein, while allowing the City time to review and analyze the long-term needs of this area; and

WHEREAS, the City Council desires to hold a public meeting on this interim zoning ordinance within 60 days of enactment, and to continue to evaluate the long-term needs of this area; and

WHEREAS, the City Council finds that health, safety and welfare is addressed in the proposed interim zoning map amendment for these areas; and

WHEREAS, the regulations of zoning and land use are valid exercises of the City's police powers under Art. XI, Sec. 11 of the Washington State Constitution, and such police powers grant the City the authority to adopt interim regulations; and

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

Section 1. Findings. Pursuant to RCW 36.70A.390, the City Council hereby adopts the recitals expressed above as findings of fact justifying the adoption of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to enact for the term of this ordinance an amendment to the Longview Zoning Map, thereby modifying the zoning for the area depicted on Exhibit A from R-4 to R-1.

Section 3. Authorization. The City Manager and his designees are authorized to effectuate amendment as part of the official Longview Zoning Map, as well as to take all actions necessary to effectuate the implementation of the amendments set forth herein.

Section 4. Duration of Interim Zoning Regulations/Public Hearing. The interim zoning code amendments adopted by this ordinance shall remain in effect for a period of six months from the effective date and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date. A public hearing on the interim amendments shall be held on or about September 30, 2024, but no later than sixty days following the effective date of this Ordinance. Following the public hearing the City Council may take action to amend this ordinance, including the making of additional findings.

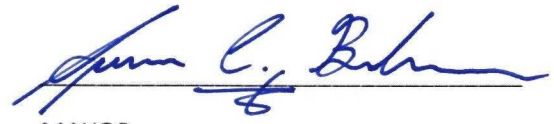
Section 5. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 7. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be 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 Ordinance.

Section 8. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

Passed by the City Council this 23rd day of July 2024.

Approved by the Mayor this 23rd day of July 2024.


MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM


City Attorney

Published: 7/30/2024

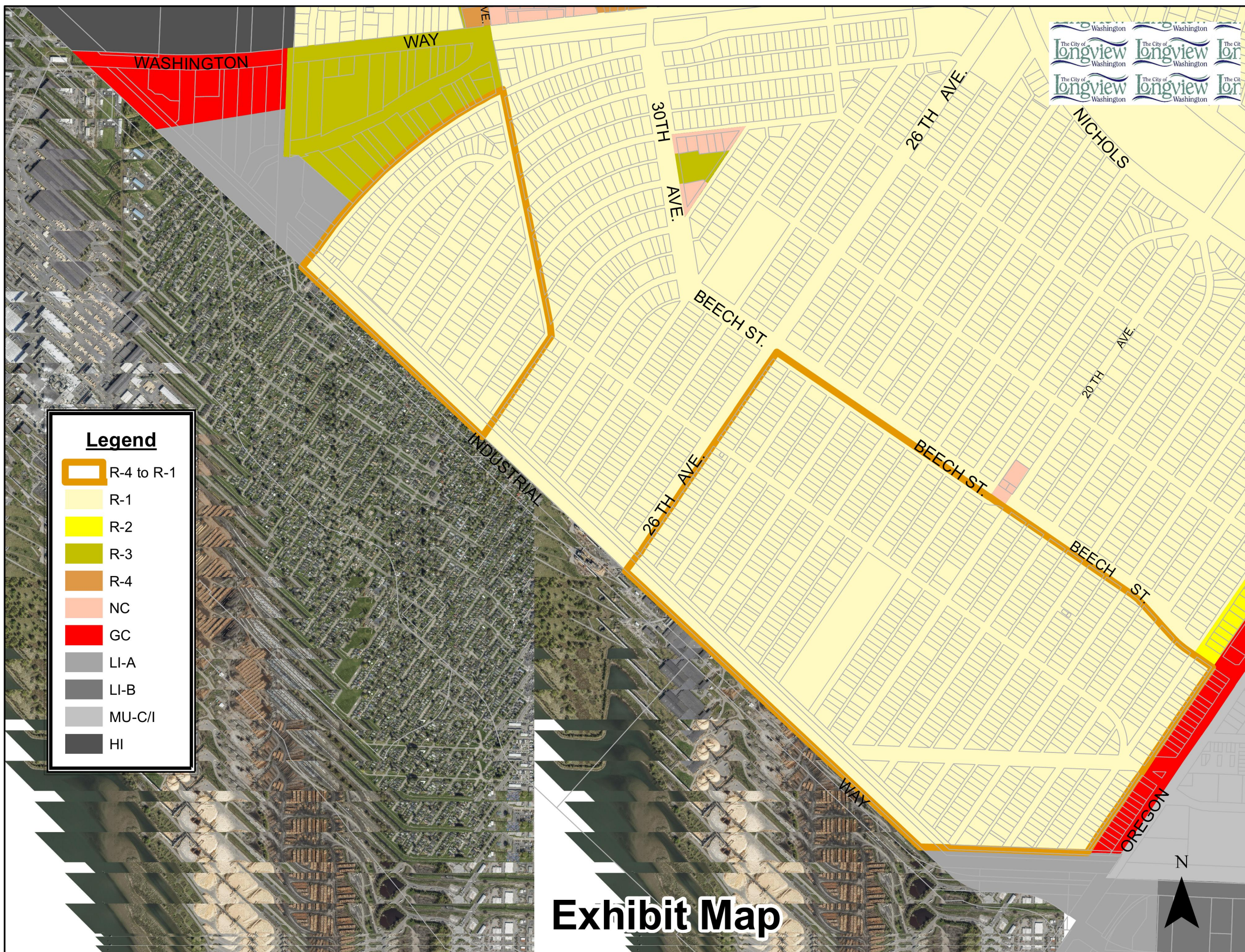


Exhibit Map

Legend

- R-4 to R-1
- R-1
- R-2
- R-3
- R-4
- NC
- GC
- LI-A
- LI-B
- MU-C/I
- HI

Exhibit Map



RCW [36.70A.390](#)

Moratoria, interim zoning controls—Public hearing—Limitation on length—Exceptions.

A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

This section does not apply to the designation of critical areas, agricultural lands, forestlands, and mineral resource lands, under RCW [36.70A.170](#), and the conservation of these lands and protection of these areas under RCW [36.70A.060](#), prior to such actions being taken in a comprehensive plan adopted under RCW [36.70A.070](#) and implementing development regulations adopted under RCW [36.70A.120](#), if a public hearing is held on such proposed actions. This section does not apply to ordinances or development regulations adopted by a city that prohibit building permit applications for or the construction of transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed or prohibit building permit applications for or the construction of indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

RCW 35A.63.220

Moratoria, interim zoning controls—Public hearing—Limitation on length.

A legislative body that adopts a moratorium or interim zoning ordinance, without holding a public hearing on the proposed moratorium or interim zoning ordinance, shall hold a public hearing on the adopted moratorium or interim zoning ordinance within at least sixty days of its adoption, whether or not the legislative body received a recommendation on the matter from the planning agency. If the legislative body does not adopt findings of fact justifying its action before this hearing, then the legislative body shall do so immediately after this public hearing. A moratorium or interim zoning ordinance adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium of [or] interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

ORDINANCE NO. 3552

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, ADOPTING FINDINGS OF FACT; EXTENDING INTERIM ZONING REGULATION; AMENDING THE OFFICIAL CITY OF LONGVIEW ZONING MAP; PROVIDING FOR THE DURATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Longview is authorized to impose interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and RCW 35.63.220 both authorize the enactment of an interim zoning ordinance, or interim official control without holding a public hearing as long as a public hearing is held within at least sixty days of its enactment; and

WHEREAS, on July 9, 2024, the City Council gave direction on a proposed amendment to the zoning regulations for the residential area of the City known as the “Highlands” in response to concerns with regards to the heightened zoning permitted in this area; and

WHEREAS, the City Council received feedback from the public pertaining to the R-4 zoning designation for the residential area of the City known as the “Highlands” in two areas, the first between 26th Avenue and Oregon Way, and Industrial Way and Beech Street, and the second between Douglas Street and Beech Street, and between 32nd Avenue and Industrial Way, as depicted on Exhibit Map hereto and incorporated herein by this reference; and

WHEREAS, based on feedback and staff review, the City Council finds that the current zoning designation of R-4 for this area is incompatible with the neighboring residential areas, and requires additional analysis with regards to the adequacy of infrastructure to support the heightened density in this area; and

WHEREAS, the City Council finds that amending the zoning designation for this area from R-4 to R-1 will alleviate the concerns addressed herein, while allowing the City time to review and analyze the long-term needs of this area; and

WHEREAS, the City Council held a public hearing on September 26, 2024 regarding the interim regulations pursuant to RCW 36.70A.390 and RCW 35A.63.220 to continue to evaluate the long-term needs of this area and develop permanent regulations; and

WHEREAS, the regulations of zoning and land use are valid exercises of the City's police powers under Art. XI, Sec. 11 of the Washington State Constitution, and such police powers grant the City the authority to adopt interim regulations; and

WHEREAS, The City has held five Planning Commission workshops for the purpose of quantifying key issues, hearing public comment, and investigating solutions for the Highlands area; and

WHEREAS, permanent zoning code amendments are being prepared for review by the Planning Commission and additional time is necessary to finalize language and proceed with the public review process;

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

Section 1. Findings. Pursuant to RCW 36.70A.390, the City Council hereby adopts the recitals expressed above as findings of fact justifying the adoption of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to extend the term identified in Ordinance 3541 and amendment to the Longview Zoning Map, thereby modifying the zoning for the area depicted on Exhibit A from R-4 to R-1 for an additional six (6) months.

Section 3. Authorization. The City Manager and his designees are authorized to effectuate amendment as part of the official Longview Zoning Map, as well as to take all actions necessary to effectuate the implementation of the amendments set forth herein.

Section 4. Duration of Interim Zoning Regulations/Public Hearing. The interim zoning code amendments adopted by this ordinance shall be extended and in effect for a period of six months from the effective date of this ordinance and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date. An additional extension of these interim regulations shall require a public hearing on the interim amendments on or about July 23, 2025, for the purpose of extending the interim zoning code amendments for an additional six months.

Section 5. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 7. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be 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 Ordinance.

Section 8. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

Passed by the City Council this ___ day of September 2025.

Approved by the Mayor this ___ day of September 2025.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

Published: _____



City of Longview

Agenda Summary

RESOLUTION 2543 – REPEALING RESOLUTION 1938 AND AFFIRMING THE CITY OF LONGVIEW’S COMMITMENT TO APPRENTICESHIP UTILIZATION AND COMPLIANCE WITH WASHINGTON STATE RCW 39.04.320

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO 2543

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City of Longview has had a long-standing commitment to apprenticeship utilization.

Recent amendments to state law have expanded the City of Longview's authority to implement and enforce apprenticeship utilization in public works contracts.

Effective July 1, 2024, RCW 39.04.320 requires public works contracts awarded by a municipality with an estimated cost of \$2,000,000 or more to have at least 15% of the projects labor hours be performed by apprentices. To comply with this RCW, the City of Longview must adopt a policy outlining contractor requirements regarding the use of apprentices.

To ensure consistency with state law, avoid duplication of requirements, and align with other municipalities within the region, staff is recommending adoption of resolution 2543, which repeals resolution 1938 and affirms the City of Longview’s commitment to apprenticeship utilization and compliance with Washington State RCW 39.04.320.

STAFF CONTACT:

Chris Collins, Public Works Director

Attachments:

1. Res 2543 - Apprentice Utilization
2. Apprenticeship Utilization Requirements
3. Policy Template

RESOLUTION NO 2543

A Resolution repealing Resolution 1938 and affirming the City of Longview's commitment to apprenticeship utilization and compliance with Washington State RCW 39.04.320

WHEREAS, recent amendments to state law have expanded the City of Longview's authority to implement and enforce apprenticeship utilization in public works contracts; and

WHEREAS, the City's public works apprenticeship program has not been updated since 2009; despite the fact that various improvements in the state law on apprenticeship programs have been made in the past sixteen years; and

WHEREAS, Council previously adopted Resolution 1938 establishing apprenticeship utilization requirements for public works projects; and

WHEREAS, the Washington State Legislature has enacted RCW 39.04.320, which sets forth apprenticeship utilization requirements for public works projects, and

WHEREAS, the City Council finds repealing Resolution 1938 and adhering to RCW 39.04.320 will ensure consistency with state law, avoid duplication of requirements, and align with other municipalities within the region; and

WHEREAS, the City of Longview remains committed to supporting apprenticeship programs and workforce development; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview that the City of Longview

1. Repeal of Resolution 1938. Resolution 1938 is hereby repealed in its entirety.
2. Compliance with RCW 39.04.320. The City of Longview affirms its commitment to comply with the apprenticeship utilization requirements as set forth in RCW 39.04.320 and to provide guidance to contractors and city staff as necessary to ensure compliance.

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

Apprenticeship Utilization Requirements

Meeting RCW 39.04.320

Apprenticeship Utilization Requirements



HISTORY



RCW 39.04.320



NEXT STEPS

City of Longview's efforts to encourage apprenticeship utilization

11.16.2000	Resolution 1704	Establishes an Apprenticeship Utilization Pilot Program
City council and staff are approached by representatives of local labor organizations highlighting the need for skilled construction trade workers. Resolution 1704 creates a pilot program mandating that construction contracts exceeding \$1 Million in estimated costs to be awarded to contractors participating in approved apprenticeship programs. Resolution 1704 expired on Dec 31, 2002.		
12.15.2005	Resolution 1824	Requires Apprenticeship Utilization
Responding to pleas from local labor organizations, Resolution 1824 was passed, requiring that construction contracts with an estimated cost of \$500,000 or more allocate at least fifteen percent of the total labor hours to apprentices enrolled in programs sanctioned by the Washington State Apprenticeship and Training Council.		
09.24.2009	Resolution 1938	Adds Additional Definition to Apprenticeship Utilization Requirement
Following renewed appeals from local labor organizations, Resolution 1938 augmented the City's commitment to apprentice utilization in construction contracts. It mandated that on projects with estimated costs of \$250,000 or more, a minimum of fifteen percent (15%) of the labor hours in each apprenticeable trade be performed by apprentices enrolled in approved programs recognized by the Washington State Apprenticeship and Training Council. This stipulation extended to both general contractor and all subcontractors, excluding foremen, superintendents, owners and workers exempt from prevailing wage requirements.		
08.15.2017	Council Workshop	No Amendments Made
During with workshop session, the Council refrained from making any alterations to existing resolutions. Staff reported that numerous contractors had struggled to meet the prescribed utilization requirements and often sought waivers citing a purported scarcity of available apprentices. Staff does not have time or access to records to confirm the validity of contractors claims regarding apprentice availability. The Public Works Director, Jeff Cameron, discussed the situation and City's experiences with local building trades council and regional apprenticeship coordinator for the Department of Labor and Industries.		

TODAY



Resolution 1938 Adopted Sept 2009



Few if any contractors have met the City's apprenticeship utilization requirement of at least 15% of each trade.



Contractors routinely request waivers of the apprentice utilization requirement.

What Changed

- HB 1050 – Expands Apprenticeship Utilization Requirements
 - Effective 7/1/2024 – RCW 39.04.300-.320
 - Local governments in Washington State must require contractors to perform at least 15% of labor hours on public works projects using apprentices enrolled in state-approved apprenticeship programs.

Timeframe	Project Estimate:
July 1, 2024-June 30, 2026	\$2 million or more
July 1, 2026-June 30, 2028	\$1.5 million or more
July 1, 2028 and after	\$1 million or more

MRSC Guidance



Since apprentice utilization requirements are now mandated by statute for public works contracts, public agencies no longer need separate local legislation (resolutions or ordinances) to require apprentice utilization.



We recommend that public agencies implement standard processes or procedures to ensure consistent application of internal controls and compliance by agency staff.

Based on that guidance

Staff asks Council to repeal Resolution 1938 in favor of following the State statute

Staff adopts an internal Apprenticeship Utilization Policy addressing:

- 1. Incorporating AUR elements into bid documents and contracts.**
- 2. Reviewing and approving Apprentice Utilization Plans**
- 3. Monitoring compliance.**
- 4. Reviewing and adjusting the requirements.**
- 5. Assessing incentives/penalties.**

Development of City of Longview Apprenticeship Utilization Policy

Primary References: WSDOT, MRSC, other agencies

Defines: Apprenticeship Utilization Plans
Good Faith Efforts
Incentives
Penalties

		City of Longview Policies and Procedures
Policy Name: Apprenticeship Utilization Policy	Effective Date: 02/01/2025	
Supersedes: NA	Originating Office: Engineering	Approved by:
Responsible Office/Person: City Engineer		

PURPOSE OF THIS POLICY:

The purpose of this Apprenticeship Utilization Policy is to establish clear procedures for administering an apprenticeship utilization program on City / State - funded projects. This policy outlines the roles and responsibilities of project stakeholders, defines key program requirements, and sets the framework for compliance, reporting, and enforcement consistent with RCW 39.04.320 (1)(a)(ii). By promoting the use of apprentices, the policy aims to support workforce development, increase access to employment opportunities, and ensure a skilled labor pipeline for public works and construction projects.

DEPARTMENTS AFFECTED:

All City departments that manage public works contracts meeting the defined thresholds are subject to this policy.

DEFINITIONS:

- Apprentice**
A person enrolled in a State-approved Apprenticeship Training Program as defined in RCW 39.04.310(1). Apprenticeship status may be verified by visiting [\(ARTS\) Apprenticeship Registration & Tracking](#)
- Apprentice Utilization**
The total apprentice labor hours on a project, expressed as a percentage of total project labor hours, based on certified payrolls or affidavits of wages paid, whichever is least. The percentage is not rounded up.
- Apprentice Utilization Requirement**
The minimum percentage of apprentice labor hours required by the contract.
- Good Faith Effort (GFE)**
The contractor's documented efforts to meet the apprentice utilization requirement. This includes, but is not limited to, specific actions and steps as described elsewhere in this policy or project specifications.
- Labor Hours**
The total hours performed by all workers receiving an hourly wage and subject to prevailing wage requirements for work performed under the contract, as defined by RCW 39.04.310. Labor hours are calculated based on the actual scope of work performed by the individuals, rather than their job titles, in accordance with WAC 296-127.
- State-approved Apprenticeship Training Program**
An apprenticeship training program approved by the **Washington State Apprenticeship Council**.



The End

Thank you

Apprenticeship Utilization Policy

PURPOSE OF THIS POLICY:

The purpose of this Apprenticeship Utilization Policy is to establish clear procedures for administering an apprenticeship utilization program on City / State - funded projects. This policy outlines the roles and responsibilities of project stakeholders, defines key program requirements, and sets the framework for compliance, reporting, and enforcement consistent with RCW 39.04.320 (1)(a)(ii). By promoting the use of apprentices, the policy aims to support workforce development, increase access to employment opportunities, and ensure a skilled labor pipeline for public works and construction projects.

DEPARTMENTS AFFECTED:

All City departments that manage public works contracts meeting the defined thresholds are subject to this policy.

DEFINITIONS:

1. **Apprentice**

A person enrolled in a State-approved Apprenticeship Training Program as defined in RCW 39.04.310(1). Apprenticeship status may be verified by visiting [\(ARTS\) Apprenticeship Registration & Tracking](#)

2. **Apprentice Utilization**

The total apprentice labor hours on a project, expressed as a percentage of total project labor hours, based on certified payrolls or affidavits of wages paid, whichever is least. The percentage is not rounded up.

3. **Apprentice Utilization Requirement**

The minimum percentage of apprentice labor hours required by the contract.

4. **Good Faith Effort (GFE)**

The contractor's documented efforts to meet the apprentice utilization requirement. This includes, but is not limited to, specific actions and steps as described elsewhere in this policy or project specifications.

5. **Labor Hours**

The total hours performed by all workers receiving an hourly wage and subject to prevailing wage requirements for work performed under the contract, as defined by **RCW 39.04.310**. Labor hours are calculated based on the actual scope of work performed by the individuals, rather than their job titles, in accordance with **WAC 296-127**.

6. **State-approved Apprenticeship Training Program**

An apprenticeship training program approved by the **Washington State Apprenticeship Council**.

7. **Apprentice Wage Rates**

The wage rates that must be paid to apprentices registered in a State-approved training program. These rates are distinct from journey-level wage rates and are established by the **Washington State Apprenticeship Training Council** and the **Washington State Department of Labor and Industries (L&I)**.

POLICY/PROCEDURE:

1. Compliance and Thresholds

In accordance with **RCW 39.04.310**, all public works projects with an estimated construction cost at or above the thresholds listed below are required to have a minimum of **15% of total labor hours** performed by apprentices enrolled in a State-approved Apprenticeship Training Program.

Effective Timeframes and Project Thresholds:

- **July 1, 2024 – June 30, 2026 (Award Date):** Projects estimated at **\$2 million or more**
- **July 1, 2026 – June 30, 2028 (Advertised):** Projects estimated at **\$1.5 million or more**
- **July 1, 2028 and beyond (Advertised):** Projects estimated at **\$1 million or more**

Note: "Estimated Construction cost" refers to the project's Engineer's estimate, including sales tax, as developed by the public agency, and listed in the invitation to bid. This estimate is not based on the bid or award amount.

2. Contractor Responsibilities

- **Apprentice Utilization Plan:** Contractors must submit an **Apprentice Utilization Plan** within **30 calendar days of contract execution and no later than the preconstruction meeting**.
- **The Contractor shall use the Prevailing Wage Intent and Affidavit (PWIA) System to submit the "Apprenticeship Utilization Plan", defined in RCW 39.04.310(2).**
- **Employment of Apprentices:** Contractors must make continuous attempts to employ apprentices and must include apprenticeship utilization requirements in all subcontracts at any tier.
- **Subcontractor Compliance:** Subcontractors are also responsible for meeting apprentice utilization goals as part of their contract.
- **Good Faith Effort Submission:** If utilization requirements are not met, the Contractor must submit **Good Faith Effort documentation after substantial completion** no later than **30 days after physical completion**.
- The Contractor is responsible for covering all related costs to administer the apprenticeship utilization program, including implementation, reporting, and record-keeping.

Failure to Comply: If the Contractor fails to employ apprentices, submit GFE documentation, or if the GFE is not approved by the Engineer, a penalty will be assessed.

3. Apprentice Utilization Plan

Apprenticeship Utilization Plan Spreadsheet

The Contractor must submit an **Apprentice Utilization Plan** within **30 calendar days** of contract execution, but no later than the preconstruction meeting. The plan must detail how and when the contractor intends to achieve the apprenticeship utilization requirement. The plan should be sufficiently detailed for the project Engineer to track progress.

If the Contractor is unable to demonstrate how they will meet the requirement in the initial plan, they must attempt to secure additional apprentices. If these efforts are unsuccessful, the Contractor must submit **Good Faith Effort (GFE) documentation** to the City and L&I. The Contractor shall actively seek out opportunities to meet the Apprenticeship Utilization Requirement during the construction work.

The Contractor may obtain information on State-approved Apprenticeship Training Programs by using the Apprentice Registration and Tracking System (ARTS) <https://lni.wa.gov/licensing-permits/apprenticeship/apprenticeship-registration-and-tracking-system> or contacting the Department of Labor and Industries directly at:

Specialty Compliance and Services Division, Apprenticeship Section

PO Box 44530

Olympia, WA 98504-4530

by phone at (360) 902-5320

Updates: The plan must be updated and resubmitted as the work progresses, as needed due to change orders, or upon request by the Engineer.

4. Good Faith Effort (GFE) Requirements

(Apprentice Utilization Good Faith Effort Documentation Form)

If the Contractor cannot meet the **15% utilization requirement**, they must document and submit evidence of **Good Faith Efforts (GFE)**. The GFE must include communication with training programs, contractors, and other relevant stakeholders, such as emails, letters, or other written correspondence with letterhead, titles, and contact information.

Documentation must include one or more of the following accepted Good Faith Effort (GFE) methods:

1. **Demonstrated Lack of Available Apprentices in the Applicable Specific Geographic Area:** Written correspondence from State-approved Apprenticeship Training Programs, with project specific responses confirming a lack of available apprentices.
2. **Disproportionate Materials-to-Labor Ratio:** Documentation showing that a significant portion of project costs is attributed to materials, equipment, or products relative to labor hours, which does not make feasible the required minimum levels of apprenticeship participation. (E.g., a \$2 M estimated contract includes \$1 M or more in procurement costs of equipment to be installed.)
3. **Lack of Necessary Labor Hours:** Correspondence from State Approved Apprenticeship programs showing that project timelines do not allow for the required journey level to apprentice training ratios.
4. **Unavailable Apprenticeship Programs:** Documentation confirming no existing programs are available that train for the scopes of work included/anticipated on the project.
5. **Funding Precedent.** Evidence that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.
6. **Warranty Restrictions:** Documentation from the Original Equipment Manufacturers, or similar suppliers showing that certain tasks must be performed by certified journey-level workers to maintain equipment warranties.
7. **Other Documented Efforts:** The Contractor may submit other evidence, documentation, or rationale for not being able to achieve the required Apprenticeship Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third party. Consistent with RCW 39.04.320(2)(d), other efforts under this subsection must be approved by the City of Longview at an open public meeting.

GFE Credit for Graduated Apprentices:

Graduated apprentice hours may be counted toward GFE credits if the apprentice remains employed by the same contractor/subcontractor they were working for when they graduated. Credit applies for up to one year after graduation or until the project is complete, whichever comes first.

GFE Review and Approval:

The Engineer will review GFE documentation and may request additional evidence. The Engineer's decision on the GFE determination is final. The approved Good Faith Effort will be loaded into the PWIA system by the City of Longview.

5. Reporting and Documentation

- **Certified Payroll and Wage Affidavits:** Contractors must submit all **Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid, and Certified Payrolls** to the **Washington State Department of Labor and Industries (L&I)**. Staff will review the monthly utilization of apprentices in the L&I portal when processing pay estimates and perform regular check-ins with the Contractor to discuss the status of utilization. The City of Longview reserves the right to require the contractor to submit a separate monthly utilization form if the contractor is behind in submitting payrolls to L&I or to withhold payment until the certified payrolls are submitted.
- **Project Closeout:** Prior to the payment of the final pay estimate the Contractor and all subcontractors will be required to file all certified payrolls and affidavit of wages paid. The City will use the apprenticeship utilization information in the L&I portal to determine the incentive or penalty applicable for the project.

6. Incentives for Compliance

If the Contractor meets or exceeds the **15% apprentice utilization requirement** without a reduction through GFE, they will receive an **incentive** as part of the final payment. The incentive is a lump-sum payment under the bid item "Apprenticeship Incentive."

Engineers Estimate Range

Incentive

\$2,000,000 to <5,000,000

\$2,000

\$5,000,000 to <\$10,000,000

\$5,000

Over \$10,000,000

\$10,000

7. Penalties for Non-Compliance

If the Contractor fails to meet the **15% apprentice utilization requirement** and the Good Faith Effort is not approved, the Contractor will be subject to a penalty. The Engineer will provide the Contractor written notice informing the Contractor of failure to comply with this policy and a calculation of the penalty to be assessed. Penalty rates are applied as follows:

Percent of Goal Met	Penalty per Unmet Hour
100%	\$0.00 (No Penalty)
90% - 99.99%	\$2.00 per hour
75% - 89.99%	\$3.50 per hour
50% - 74.99%	\$5.00 per hour
1% - 49.99%	\$7.50 per hour
0%-0.99%	\$10.00 per hour

REFERENCES:

[RCW 39.04.320](#)
[1-07.9\(3\) Apprentices; July 8, 2024 APWA GSP](#)

Contractor Resources:

[Apprenticeship Program Public \(wa.gov\)](#)

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		City of Longview Policies and Procedures
Policy Name: <i>Apprenticeship Utilization Policy</i>		Effective Date: <i>02/01/2025</i>
Supersedes: <i>NA</i>	Originating Office: <i>Engineering</i>	Approved by:
Responsible Office/Person: <i>City Engineer</i>		

PURPOSE OF THIS POLICY:

The purpose of this Apprenticeship Utilization Policy is to establish clear procedures for administering an apprenticeship utilization program on City / State - funded projects. This policy outlines the roles and responsibilities of project stakeholders, defines key program requirements, and sets the framework for compliance, reporting, and enforcement consistent with RCW 39.04.320 (1)(a)(ii). By promoting the use of apprentices, the policy aims to support workforce development, increase access to employment opportunities, and ensure a skilled labor pipeline for public works and construction projects.

DEPARTMENTS AFFECTED:

All City departments that manage public works contracts meeting the defined thresholds are subject to this policy.

DEFINITIONS:

- Apprentice**
A person enrolled in a State-approved Apprenticeship Training Program as defined in RCW 39.04.310(1). Apprenticeship status may be verified by visiting [\(ARTS\) Apprenticeship Registration & Tracking](#)
- Apprentice Utilization**
The total apprentice labor hours on a project, expressed as a percentage of total project labor hours, based on certified payrolls or affidavits of wages paid, whichever is least. The percentage is not rounded up.
- Apprentice Utilization Requirement**
The minimum percentage of apprentice labor hours required by the contract.
- Good Faith Effort (GFE)**
The contractor's documented efforts to meet the apprentice utilization requirement. This includes, but is not limited to, specific actions and steps as described elsewhere in this policy or project specifications.
- Labor Hours**
The total hours performed by all workers receiving an hourly wage and subject to prevailing wage requirements for work performed under the contract, as defined by RCW 39.04.310. Labor hours are calculated based on the actual scope of work performed by the individuals, rather than their job titles, in accordance with WAC 296-127.
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The wage rates that must be paid to apprentices registered in a State-approved training program. These rates are distinct from journey-level wage rates and are established by the Washington State Apprenticeship Training Council and the Washington State Department of Labor and Industries (L&I).

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ENGINEERS ESTIMATE RANGE	INCENTIVE
\$2,000,000 TO <\$5,000,000	\$2,000
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REFERENCES: [RCW 39.04.320](#)
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[Apprenticeship Registration & Tracking System \(ARTS\) \(wa.gov\)](#)



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

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

FIRST HALF JANUARY 2025 ACCOUNTS PAYABLE: \$3,739,089.23

FIRST HALF JANUARY 2025 PAYROLL:

\$11,675.20, checks
\$1,009,352.89, direct deposits
\$660,382.14, wire transfers
\$1,681,410.23 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

SET PUBLIC HEARING FOR PLANNING COMMISSION RECOMMENDED AMENDMENT TO LMC CHAPTER 19.58 REGARDING PERMITTED USES FOR DATA CENTERS AND CRYPTOCURRENCY MINING FACILITIES AND LMC 19.09 DEFINITIONS CHAPTER.

RECOMMENDED ACTION:

MOTION TO SET PUBLIC HEARING ON MARCH 13TH, 2025.

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Planning Commission held a public hearing on December 4th to amend LMC chapter 19.58 use table to prohibit cryptocurrency mining facilities and add a subsection for data center development standards. The Planning Commission also amended the LMC 19.09 definitions chapter to define cryptocurrency mining facilities and data centers.

STAFF CONTACT:

Irene Rutikanga, Planner

Attachments: None



City of Longview

Agenda Summary

SUPPLEMENT AGREEMENT NO. 1 WITH GIBBS AND OLSON FOR COLUMBIA HEIGHTS ROAD SAFETY IMPROVEMENTS

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUPPLEMENT AGREEMENT NO. 1 WITH GIBBS AND OLSON

COUNCIL INITIATIVE ADDRESSED:

Improve streets and roads
Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City of Longview received \$5.5M federal funds through the 2023 Congressional Directed Funding for improvement of Columbia Heights Road between Fishers Lane and Cascade Drive plus additional \$2M through the Climate Commitment Act Funds. The proposed project will add curb, gutter and sidewalk on the north side of the roadway and 1-foot paved shoulder on the south side, retaining walls, storm drainage system, illumination, pavement overlay, and other minor roadway improvements as required.

Water line will be replaced, and sewer line will be lined to extend the useful life of the infrastructure under the new pavement overlay.

Gibbs and Olson, Inc. was selected as most qualified firm in 2024 to perform the design work for this project. The contract to design the project to 30% was approved in January of 2024. The proposed supplement 1 will complete the design of the project and provide construction bid documents for the project. The proposed schedule is to advertise the project for construction in late 2026.

FINANCIAL SUMMARY:

The Gibbs and Olson contract amount for supplement 1 is \$881,000. The cost of this contract will be paid through ASF funds using federal grant allocation for this project.

STAFF CONTACT:

Ivona Kininmonth, P.E., Project Engineer

Attachments:

1. Supplement 1 for Columbia Heights



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address Gibbs & Olson, Inc. PO Box 400 Longview, WA 98632 Phone: 360-425-0991	
Original Agreement Number 2484-R			
Project Number 2484-R	Execution Date January 13, 2025	Completion Date December 31, 2028	
Project Title Columbia Heights Road Safety Improvements Project	New Maximum Amount Payable \$1,361,000		
Description of Work Engineering services for right of way services, final design and bid ad and award.			

The Local Agency of City of Longview
desires to supplement the agreement entered in to with Gibbs & Olson, Inc.
and executed on January 18, 2024 and identified as Agreement No. 1
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See Attachment 1, Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: December 31, 2028

III

Section V, PAYMENT, shall be amended as follows:
\$881,000 for right of way services, final design and bid ad and award.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: Richard A. Gushman, President - Gibbs & Olson By: _____



Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$166,715.66	\$309,593.80	\$476,309.36
Overhead (Including Payroll Additives)	\$224,761.92	\$437,031.79	\$661,793.71
Direct Non-Salary Costs	\$58,219.57	\$21,058.69	\$79,278.26
Fixed Fee	\$50,302.95	\$93,315.72	\$143,618.67
Total	\$500,000.00	\$861,000	\$1,361,000.00

**ATTACHMENT 1
AMENDED SCOPE OF WORK
SUPPLEMENTAL AGREEMENT NO. 1**

The Agreement's Scope of Work is modified to include 60%, 90% and final design, and bid and an award phase services as outlined below:

ASSUMPTIONS

Assumptions identified in the original Agreement remain valid. Modified or new assumptions utilized by the Consultant in developing the identified scope of work and estimated budget for this Supplemental Agreement are listed below:

General

- Consultant will meet with Agency up to twice per month to review project. Project meetings will be virtual or at Consultant's office. Consultant has budgeted for up to 38 meetings. Additional meetings, if requested, will be out of scope.

Cultural Resource Survey

- A Cultural Resource Survey has been completed and no further work will be performed by this subconsultant.

Permitting

- Consultant will finalize preparation of the required NEPA and SEPA documentation. These documents will be provided to the Agency for review and for submittal to WSDOT for review and approval.
- Final NEPA documentation will be prepared using 60% Design.
- Project activities will qualify for Categorical Exclusion NEPA document.
- An Environmental Justice (EJ) determination memorandum has been initiated and will be completed between 60% and 90% design
- A cultural and historical resource evaluation and investigation for this project has been performed as part of the NEPA process per the 30% design scope of work.
- Wetland, biological or habitat investigation has been performed as part of the 30% design scope of work.
- A Department of Ecology Construction Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP) will be required. Preparation of the permit is not included in the Consultant's scope of work. The Agency will prepare and submit the application with assistance from the Consultant for preparation of a supporting figure, if needed.

Right of Way

- The Consultant will utilize a right of way agent subconsultant to perform any required right-of-way acquisition.
- Consultant will provide right of way administration and coordination services for obtaining temporary construction easements and fee takes from up to 10 parcels.
- The Agency will provide a copy of the Agency's current WSDOT Approved Right-of-Way Acquisition Procedures.
- All forms and documents shall comply with WSDOT standards and will be in accordance with statutory requirements.

- The Consultant will perform field staking for existing right of way and proposed temporary construction easements from up to 10 parcels.
- The Consultant will prepare right of way plans and drawings, maps, exhibits and right of way staking.
- The Agency will provide title reports and supplemental title reports.
- The Consultant will prepare legal descriptions in electronic format for all real property rights to be acquired.
- The Consultant will survey the locations of trees impacted by the proposed improvements to determine diameter of trees to be removed. The Agency will review and evaluate this information to determine if compensation is to be provided for removal of any trees.
- The Agency will provide approval of all acquisition documents in electronic format for all legal conveyance documents and forms prior to use (i.e., offer letters, temporary construction easements, etc.).
- The Agency will pay all property owner compensation costs, recording and legal fees, and any incidental costs that may be necessary to complete each transaction and record the required acquisition documents with the Cowlitz County Auditor.

Illumination Design

- The proposed street lighting will include replacing existing luminaires on PUD poles and infilling new light poles to meet light levels targets at intersections.

Structural Design

- A maximum of two different wall types will be selected for the project based on the geotechnical information and structural recommendations memorandum prepared as a part of 30% design.
- One wall type will be designed for each wall location, based on recommendations of the 30% design structural recommendations memorandum. If additional wall types are requested to be designed for a given wall location, the additional design will be out of scope work.
- 8 retaining walls will be designed based on the 30% design. If additional retaining walls are requested or determined to be required during the geotechnical and structural evaluations, design of the additional retaining walls will be out of scope work.

Stormwater Design

- Project construction will disturb more than one acre, therefore, coverage under the Washington State Department of Ecology's Construction Stormwater General Permit is required. The permit application will be prepared by the Agency for online submittal to Ecology. The Agency will prepare the required public notice for publication in the Agency's paper of record.
- Stormwater will be discharged at a controlled rate to CDID1 Ditch 6 East after treatment and detention.
- A Stormwater Report will be prepared based on existing and developed land use conditions.

DESIGN PHASES ENGINEERING SERVICES

During the Design Phase, the Consultant shall prepare final contract documents showing the general scope, extent and character of the construction work to be furnished and performed by

the construction contractor. Final deliverables for the project will be one set of complete advertisement ready contract documents suitable for reproduction and distribution to prospective bidders.

TASK 1 - PROJECT ADMINISTRATION

The Consultant shall provide project management, administration and attend meetings with the Agency as required. In general, this includes providing a designated Project Manager for this project and performing or preparing the following:

- A. General administration, scope adjustments, schedule and budget updates as necessary,
- B. Monthly invoices to include narrative report of work performed.
- C. All subconsultant management and coordination.
- D. Participating in two project review meetings with Agency and subconsultants at either 60% or 90% design completion.
- E. Prepare for and attend up to 38 project progress meetings with the Agency during the design phase of the project. Consultant will prepare appropriate materials for use at these meetings to present final design criteria and any major impacts identified during the project. Subconsultants will participate in these meetings as appropriate.

Task 1 Deliverables:

- Progress meeting agendas, meeting materials and meeting minutes
- Monthly progress reports and invoices, including narrative of work performed.
- Schedule updates as appropriate.

TASK 2 - PRELIMINARY ENGINEERING DESIGN (30%)

The 30% design scope of work is included in the original agreement. Items included below is considered out of scope performed to day

Task 2.7 - Out of Scope Work Performed Per Client Request During 30% Design

- Prepare 2 roadway section alternative cost estimates.
- Prepare 15% design level opinion of construction cost and meet with the City to discuss cost and how to move the project forward. Create new centerline alignment, roadway layout, storm drain layout, centerline profile, corridor surface grading, wall layout and wall profiles. Prepare 15% design level opinion of construction cost revision 1 per meeting with the City and new design.
- Revise plan set sheet cuts per new roadway alignment.

TASK 3 - COMPLETE DESIGN (PS&E READY DOCUMENTS)

The following will be performed under this task.

Task 3.1 - Right of Way Services

Task 3.1.a -Right of Way and Real Property Services

The Consultant shall provide right-of-way (ROW) administration and coordination services for the purchase of temporary construction easements from seven parcels and fee takes from five parcels within the Columbia Heights Road project corridor. Two parcels, #05360846 and #05360846, require both temporary construction easements and fee takes. The Cowlitz County Parcel Map will be incorporated into the drawings to show property lines. Work under this task will include but not be limited to:

1. Consultant will prepare a preliminary plan sheet identifying each parcel, address, property owner, business (if applicable), contact name and phone number, items to be addressed as a part of design, issues to be coordinated during construction, and anticipated temporary right of way required for construction. This document will be the preliminary right of way document and will be finalized during temporary right-of-way for construction acquisition by the Agency.
2. Coordinate acquisition and relocation activities with the Agency as required by the Agency's WSDOT Approved Right-of-Way Procedures and Chapter 25 of the WSDOT Local Agency Guidelines (LAG) Manual.
3. Prepare a ROW Funding Estimate and submit estimate to the Agency and WSDOT for review and approval.
4. Attend a total of three project team meetings with the Agency, including the kick-off meeting, to obtain available information; discuss material and information needed from the Agency (ROW Plan, Legal Descriptions, Exhibits, Staking, etc.); and obtain any additional information to assist in the acquisition process of purchasing temporary construction easements and/or fee takes.
5. Participate in team progress meetings by conference call and provide status meetings - a maximum of 15 one-hour meetings.
6. For each parcel impacted, prepare and obtain rights-of-entry (ROE) agreements, if needed, for each impacted parcel - a maximum of 10 parcels. Consultant shall utilize the ROE template provided by Agency. Agency will use the ROE agreements to obtain ROE for the Consultant.
7. Prepare acquisition files to include fair offer letters, a standard diary form indicating all contacts with the property owners, ancillary documents, and other items necessary to complete the work - 10 parcels.
8. Develop an initial ROW schedule and provide schedule updates.
9. Coordinate and resolve right-of-way concerns and issues with the Agency and the WSDOT Local Agency Coordinator to support WSDOT acceptance of all completed right-of-way acquisition services.

Task 3.1a Deliverables

- Preliminary ROW drawings
- ROW Funding Estimate
- ROW schedule and schedule updates

- Acquisition files
- Initial ROW schedule
- ROW schedule updates
- Right-of-entry permits

Task 3.1.b -Title Services

The Consultant shall provide title services including but not limited to:

1. Conduct a review of an updated title report of the larger parcel to confirm the type of ownership structure and existing encumbrances including access easements and potential conflicts from utility encumbrances that may require subordination agreements, reconveyances, or pose obstacles or delays to the acquisition closing process remain unchanged.
2. Coordinate with the Agency to assess the risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition of the larger parcel.
3. Request Title Reports and supplemental Title Reports for affected properties from Agency.
4. Agency will provide Consultant with an updated title report from the title company prior Consultant providing a settled acquisition package to the Agency for payment and closing to ensure ownership has not changed and new encumbrances or exceptions have not been recorded.
5. Prepare Request for Partial Reconveyances/subordination agreements, or owners agreeing to pay mortgage.
6. Update the previously completed Parcel Title Summary Memos if needed.

Task 3.1.b Deliverables

- Parcel Title Review Summaries
- Letters to Owner Agree to Pay Mortgage, Subordination Agreements, Reconveyances, Partial Releases, etc.
- Updated Parcel Title Summary Memos

Task 3.1.c -Valuations

Task 3.1.c.i - Appraisal and Appraisal Review Services

The Consultant shall provide appraisal and appraisal review services including but not limited to:

1. Contract with a WSDOT-approved fee appraiser for (2) Appraisal Reports for two tax parcels.
2. Contract with a WSDOT-approved fee review appraiser for the review of (2) appraisal review reports.
3. Submit all Appraisal Reports and Appraisal Reviews to the Agency for review and establishment of just compensation by the Agency.
4. Coordinate with the appraiser and/or review the appraiser and the Agency to resolve any issues or concerns with the appraisals or appraisal reviews.

Task 3.1.c.ii - Appraisal Waiver Valuation Reports

Consultant will prepare a ROW Funding Estimate and Appraisal Waiver Valuation reports/worksheets, for up to 8 parcels, following federal regulations when just compensation is not greater than the waiver valuation limit as defined in the Agency's approved ROW procedures (typically \$35,000).

Task 3.1c Deliverables

- Appraisal Reports and Appraisal Reviews
- ROW Funding Estimate
- Appraisal Waiver Valuation reports.

Task 3.1.d -Negotiation Services

The Consultant shall provide negotiation services including but not limited to:

1. Once required temporary construction right-of-way is acquired and the project is ready to be finalized for bidding, the Consultant will update the drawings and contract documents as appropriate to incorporate temporary construction right-of-way information, update the special provisions and address any remaining review comments from the Contracting Agency or WSDOT Local Programs. Updated drawings and contract drawings will be ready for bid advertisement. This task is anticipated to be completed in early 2026.
2. Provide sample templates of all acquisition documents (offer letters, temporary construction easements, right of entries, consents, etc.) for the Agency's review and approval for project use.
3. Maintain acquisition records following statutory, regulatory and policy requirements.
4. Transmit the signed conveyance documents and payment vouchers to the Agency for approval and processing.
5. Review the Right-of-Way Plan before submission to the Agency and WSDOT Southwest Region Local Agency Coordinator.
6. Upon written permission to proceed, prepare a general information notice to be mailed to 10 parcel owners impacted by the project, notifying them of the pending project and of the right-of-way acquisition and identifying the Consultant as the Agency representative.
7. Upon written permission to proceed, prepare offer and conveyance documents for (10) tax parcels and submit offer packages to the Agency and WSDOT Southwest Region Local Agency Coordinator, utilizing WSDOT forms or equivalent.
8. Promptly present offers and negotiate in good faith with property owners to acquire temporary construction easements and fee takes.
9. Prepare Administrative Settlements, a total of four (4), to document the rationale and justification of a settlement of a ROW acquisition case in which the Agency has administratively approved a payment over Just Compensation.
10. Maintain individual negotiation files for each impacted tax parcel.

11. Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of condemnation.
12. Provide written notice to the Agency of the impasse in negotiations.
13. Provide written notice to the Agency of recommendation for condemnation.

Task 3.1d Deliverables

- Sample Introduction Letter
- Offer Packages
- Complete Acquisition files for payment or legal action
- Comments on right-of-way plan
- Administrative Settlements
- Written notices of impasse in negotiations
- Written notices of recommendations for condemnation
- Final ROW drawings

Task 3.1.e -Closing Services

The Consultant shall provide closing services including but not limited to:

1. Conduct comprehensive checklist reviews for each acquisition file to support WSDOT and federal agency reviews.
2. Coordinate with the Agency and WSDOT Southwest Region Local Agency Coordinator to resolve right-of-way concerns and issues with WSDOT's right-of-way acquisition file audit and certification review.
3. Submit signed conveyance documents with requests for payment and other supporting documents including signed City W-9s and Excise Tax Affidavits, as applicable to the Agency for document recording and payment processing.
4. Prepare payment vouchers for title clearing charges and submit to the Agency to process payment for up to four (4) parcels.

Task 3.1e Deliverables

- Completed acquisition negotiation files and supporting records of all right-of-way acquisition services to support WSDOT acceptance.
- Payment voucher/requests for payment supported by signed Agency W-9s and other documents required to process payment.
- ROW Certificate

Task 3.2 - Final Stormwater Evaluation and Design

Using the design information prepared for the 30% design, Consultant will complete final design of the conveyance piping and stormwater facilities. Work under this task will include the following:

1. Final design of roadway storm drainage pipe to convey the 25-year, 24-hour design storm.
2. Final design of detention for the increase in roadway runoff to meeting the 25-year, 24-hour design storm.

3. Final design of treatment for roadway impervious surface.
4. Prepare a stormwater Technical Information Report (TIR) summarizing the stormwater design meeting the requirements of the City of Longview stormwater requirements. A preliminary stormwater TIR will be provided to Agency with the 60% submittal and the final TIR will be included with the 100% design documents.
5. Prepare preliminary Construction Stormwater Pollution Prevention Plan to be included with stormwater report.

Task 3.2 Deliverables

- Preliminary and final stormwater TIR.
- Construction Stormwater Pollution Prevention Plan.

Task 3.3 - Roadway, Illumination and Retaining Wall Design

Consultant will prepare 60%, 90% and 100% design drawings and contract documents for the project, building on the 30% complete documents and incorporating the above tasks into the project documents.

1. Prepare roadway and storm drain design for the project per the sheets listed in Task 2 above.
2. Finalize the retaining wall layouts based on final wall alignment and soil profiles as approved from the 30% design.
3. Prepare the structural design of the retaining walls per the requirements of the geotechnical report, AASHTO LRFD Bridge Design Specification, and the WSDOT Bridge Design Manual. Up to four wall heights will be evaluated.
4. Prepare retaining wall elevation sheets and structural details sheets, including up to four typical wall sections. The typical wall sections will show the maximum retained soil height and sizing of structural elements. The retaining wall elevation sheets will show the top and bottom of wall elevations and spacing/location of structural elements.
5. Retaining wall sheets are anticipated to include Retaining Wall Elevations (6 sheets), Retaining Wall Typical Sections (2 sheets), and Retaining Wall Details (1 sheet).
6. Prepare quantities and opinions of construction costs at 60%, 90% and final design. Final quantities will be provided to Agency for use in preparing bid documents.
7. Division 1, Section 1-10 and Division 2-9 technical specifications will be prepared in conformance with Agency standards and the latest version of the WSDOT Standard Specifications and Special Provisions.
8. Advise Agency of any adjustments to the latest opinion of construction costs caused by change in general scope extent or character or design requirements of the project or construction cost. Furnish to Agency a final opinion of construction cost based on the completed design documents.
9. Consultant will perform an in-house QC review of the design drawings near the final completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the final design.

10. An electronic .pdf file of the final drawings, specifications, and opinion of construction cost will be submitted to the Agency.
11. It is anticipated that a progress meeting with the Agency is required to review and discuss various aspects of the project near the 60% and 90% completion stage. This project meeting will be virtual.

Task 3.3 Deliverables

- 60% review plans, specifications and opinion of construction cost in .pdf format.
- 90% review plans, specifications and updated opinion of construction cost in .pdf format.
- Final stamped design drawings in .pdf format.
- Final AutoCAD design files and design digital terrain or surface model.
- Final stamped Construction Specifications in .pdf format.
- Final technical specifications in Word format.
- Final engineer's opinion of construction cost in .pdf format.
- Final structural calculations.

Task 3.4 - Traffic Control, Construction Phasing and Environmental Justification

Task 3.4.a -Traffic Control and Construction Phasing

Consultant will develop traffic control plans (TCP) to facilitate project specific construction activities. The TCP will include consideration of temporary pedestrian accessible routes (TPAR) and facilitating garbage truck and school bus routing through the various construction stages. Detour plans will be developed to accommodate stages that will require full roadway closures to accommodate construction activities. The TCP will follow Agency design standards for temporary traffic control and the MUTCD.

The Consultant will develop Special Provisions and an opinion of construction cost that are representative of the elements required as a part of the TCP. Special provisions will be based on WSDOT Standard Specifications and Agency Design Standards. Final drawings are anticipated to include the following and are included in the sheet list under Task 2:

- Staging Plans (2)
- Advance Signing Plan (1)
- Detour Plans (2)
- Site specific Traffic Control Plans (4)

Consultant will provide technical special provisions to be included in the Division 1 specifications, Section 1-10 Temporary Traffic Control, and opinion of probable project costs provided under Task 3.3.

Task 3.4.a Deliverables

- Two Staging Plans
- One Advance Signing Plan
- Up to two Detour Plans
- Up to four site specific Traffic Control Plans
- Special Provisions
- Opinion of Construction Cost

Task 3.4.b -Environmental Justice Discipline Report

Consultant will prepare an Environmental Justice Discipline Report per Executive Orders 12898 and 13166 to address potential detours for the project. The report will follow the WSDOT Environmental Justice template and will include the following sections:

- Summary and Project Description
- Regulations, Studies and Coordination
- Existing Conditions
- Potential Effects
- Measures to Avoid or Minimize Project Effects
- Environmental Justice Determination
- References
- Appendix

Task 3.5 - Finalizing Permit Documents

Based on 30% design, Consultant will finalize NEPA and supporting documentation for submittal to WSDOT.

TASK 4 - BID PHASE ENGINEERING SERVICES

Following approval of the contract documents by the Agency and after receiving written authorization from WSDOT to proceed with the Bidding Phase, the Consultant shall:

1. Coordinate with the Agency to provide electronic bidding documents to be placed on the Builders Exchange of Washington website.
2. Receive questions from plan holders, potential bidders and suppliers and prepare appropriate answers for Agency to incorporate into addenda.
3. Prepare conformance documents incorporating addenda changes for use during construction.
4. If requested by the Agency, assist the Agency in reviewing and evaluating the bids received.
5. Upon receipt of an Electronic File Transfer Agreement executed by each plan holder requesting electronic files, Consultant will provide its AutoCAD design files and design digital terrain or surface model to plan holders for use in preparing construction bids.

TASK 5 - CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Construction Phase Services are not included in this Scope of Work but can be added via amendment to this Agreement if desired by the Agency.

SCHEDULE MILESTONES

The following schedule milestones are based on Consultant receiving Notice to Proceed by January 13, 2025. If Notice to Proceed is issued by the Agency to the Consultant after January 13, 2025, the Schedule Milestones will be adjusted on a day for day basis to the actual Notice to Proceed date.

- Notice to Proceed: 1/13/2025

- 30% Design documents 2/14/2025
- 60% Design documents 9/26/2025
- 90% Design drawings 5/22/2026
- Final Design documents 8/7/2026

Attachment 2
Columbia Heights Road Safety Improvements
Supplement No. 1
Longview, WA
Gibbs & Olson, Inc.
Estimated Time and Cost Budget

Project Tasks	Principal	Eng VI	Eng IV	Eng III	Eng II	Sr. Tech III	Sr. Tech I	Admin. Asst.	1 Man Crew	2 Man Crew	Senior Land Surveyor	Land Surveyor	Enviro	Geotech	Structural	Traffic/Lighting	Cultural Resources	Exeltech	Right of way	Total Cost
Task 1 - Project Administration & Meetings																				4.1%
Monthly Progress reports, general correspondence	10	24	12	0	0	0	0	0	0	0	0	0	\$0	\$0	\$10,025.73	\$0	\$0	\$0	\$0	\$19,155.48
Subconsultant Coordination	4	8	80	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,406.53
Project Kickoff Meeting	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project meetings - Assume 38 meetings	12	60	114	114	114	30	90	8	0	0	0	0	\$0	\$0	\$0	\$4,284.96	\$0	\$0	\$0	\$80,786.27
Total Task 1 - Project Administration	26	92	206	114	114	30	90	8	0	0	0	0	\$0	\$0	\$10,025.73	\$4,284.96	\$0	\$0	\$0	\$116,348.27
Task 2 - Prepare 30% Contract Documents																				
Task 2.7 - Out of Scope Work Performed During 30% Design																				
2.7.a Prepare 2 roadway section alternative cost estimates	0	1	2	4	2	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,322.17
2.7.b Revise align, profile & assoc. design elements and opinion of cost	0	2	20	32	40	0	31	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,917.09
2.7.c Revise plan set per new roadway alignment	0	1	2	8	2	0	9	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,818.06
Total Task 2.7 - Out of Scope Work Performed During 30% Design	0	4	24	44	44	0	40	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,057.33
Task 3 - Prepare PS&E Ready Contract Documents																				
Task 3.1 - Right of Way Services																				
3.1.a Right of Way and Real Property Services	2	2	6	6	16	0	16	2	18	0	4	8	\$0	\$0	\$0	\$0	\$0	\$0	\$112,692.20	\$122,377.57
3.1.b Title Services	0	1	2	0	0	0	0	0	0	0	28	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,979.86
3.1.c Valuations	0	1	2	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$540.45
3.1.d Negotiation Services	0	2	4	16	16	0	16	0	0	36	80	20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,869.98
3.1.e Closing Services	0	2	2	0	0	0	0	2	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$896.91
Total Task 3.1 - ROW Documents	2	8	16	22	32	0	32	4	18	36	112	28	\$0	\$0	\$0	\$0	\$0	\$0	\$112,692.20	\$157,666.77
Task 3.2 - Stormwater Evaluation & Design																				
3.2.a Final Stormwater Evaluation	2	4	4	12	32	0	4	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,522.19
3.2.b Prepare Stormwater Technical Information Report	2	4	8	16	32	0	8	16	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,519.48
3.2.c Prepare Upfront Portions of Construction SWPPP	0	2	4	8	16	0	4	16	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,680.24
Total Task 3.2 - Stormwater Evaluation & Design	4	10	16	36	80	0	16	32	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,721.91
Task 3.3 - Roadway & Retaining Wall Design																				
3.3a 60% Design Documents																				
Roadway Plan and Details 60%	1	8	188	220	524	0	40	0	0	0	0	0	\$0	\$0	\$0	\$11,384.90	\$0	\$0	\$0	\$137,766.19
Illumination Design	0	2	4	0	0	0	2	0	0	0	0	0	\$0	\$0	\$0	\$20,604.92	\$0	\$0	\$0	\$21,892.63
Wall Design	0	4	4	4	4	0	2	0	0	0	0	0	\$0	\$0	\$31,872.87	\$0	\$0	\$0	\$0	\$34,544.80
60% Opinion of Cost & Quantities	1	4	24	40	48	0	4	0	0	0	0	0	\$0	\$0	\$640.66	\$0	\$0	\$0	\$0	\$17,084.42
Specifications	1	4	4	8	8	0	0	10	0	0	0	0	\$0	\$0	\$640.66	\$0	\$0	\$0	\$0	\$5,172.45
In house QC	1	8	24	4	4	0	4	2	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,531.84
60% Review Meeting	0	2	4	4	2	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,862.62
Total Task 3.3.a 60% Design Documents	4	32	252	280	590	0	52	12	0	0	0	0	\$0	\$0	\$33,154.20	\$31,989.82	\$0	\$0	\$0	\$225,654.94
3.3.b 90% Design Documents																				
Roadway Plan and Details 90%	1	8	164	220	482	0	60	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$119,734.58
Illumination Design	0	2	4	0	0	0	2	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,287.71
Wall Design	0	4	4	4	4	0	2	0	0	0	0	0	\$0	\$0	\$8,544.20	\$0	\$0	\$0	\$0	\$11,216.12
90% Opinion of Cost & Quantities	1	4	24	40	40	0	8	0	0	0	0	0	\$0	\$0	\$369.61	\$0	\$0	\$0	\$0	\$16,361.15
Specifications	1	4	4	8	8	0	0	10	0	0	0	0	\$0	\$0	\$369.61	\$0	\$0	\$0	\$0	\$4,901.40
In house QC	2	8	40	4	4	0	4	2	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,552.57
90% Review Meeting	0	2	4	4	2	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,862.62
Total Task 3.3.b 90% Design Documents	5	32	244	280	540	0	76	12	0	0	0	0	\$0	\$0	\$9,283.42	\$0	\$0	\$0	\$0	\$165,916.15
3.3.c 100% Design Documents																				
Finalize Drawings	1	4	58	72	152	16	0	4	0	0	0	0	\$0	\$0	\$4,503.11	\$0	\$0	\$0	\$0	\$44,577.78
Finalize Specifications	1	2	16	8	8	0	0	4	0	0	0	0	\$0	\$0	\$1,010.27	\$0	\$0	\$0	\$0	\$6,744.29
100% Opinion of Cost	1	2	2	16	16	0	0	0	0	0	0	0	\$0	\$0	\$1,010.27	\$0	\$0	\$0	\$0	\$5,977.73
Total 3.3.c 100% Design Documents	3	8	76	96	176	16	0	8	0	0	0	0	\$0	\$0	\$6,523.65	\$0	\$0	\$0	\$0	\$57,299.79
Total Task 3.3 - Roadway & Retaining Wall Design	12	72	572	656	1306	16	128	32	0	0	0	0	\$0	\$0	\$48,961.27	\$31,989.82	\$0	\$0	\$0	\$449,070.88
Task 3.4 - Traffic Control and Construction Phasing																				
3.4.a Traffic Control Drawings and Phasing	1	2	4	8	8	4	0	0	0	0	0	0	\$0	\$0	\$0	\$22,846.40	\$0	\$0	\$0	\$26,672.29
3.4.b Environmental Justice Documentation	1	2	16	16	40	0	0	16	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,320.51
Total Task 3.4 - Traffic Control and Construction Phasing	2	4	20	24	48	4	0	16	0	0	0	0	\$0	\$0	\$0	\$22,846.40	\$0	\$0	\$0	\$37,992.80
Task 3.5 - Finalize Permit Documents																				
3.5 NEPA Documentation	0	0	2	2	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$17,433.92	\$0	\$18,063.98
Total Task 3.5 - Finalize Permit Documents	0	0	2	2	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$17,433.92	\$0	\$18,063.98
Task 4 - Bid Phase Engineering Services																				
Assist w/ Advertising & Posting on BXWA website	0	2	4	2	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,363.53
Answer Contractor Questions during Bidding	1	4	8	8	2	0	0	2	0	0	0	0	\$0	\$0	\$1,102.68	\$2,583.28	\$0	\$0	\$0	\$7,601.46
Issue Addenda	1	4	8	8	2	4	0	2	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,422.87
Prepare Conformance Documents	0	2	4	4	0	4	0	4	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,484.42
Prepare EFTAs and Provide CAD Files to Bidders	0	2	2	0	0	0	4	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,147.08
Total Task 4 - Bid Phase Engineering Services	2	14	26	22	4	8	4	8	0	0	0	0	\$0	\$0	\$1,102.68	\$2,583.28	\$0	\$0	\$0	\$15,872.29
Total Supplement 1 CH Rd Safety Improvements Project Design	48	204	882	920	1628	58	310	100	18	36	112	28	\$0	\$0	\$60,089.67	\$61,704.46	\$0.00	\$17,433.92	\$112,692.20	\$839,941.31
Negotiated Hourly Rate	\$241.27	\$193.02	\$173.72	\$141.32	\$108.23	\$126.84	\$103.40	\$82.72	\$96.51	\$193.02	\$158.55	\$125.46								
Direct Expenses																				
GPS Equipment - \$35/Hr/Unit x 1 units x 32 hrs										\$1,120										\$1,120
Robotic Equipment - \$25/Hr/Unit x 1 units x 0 hrs									\$450											\$450
Mileage										\$50										\$2,465.00
Appraisal and Review Appraisal - 4 Parcels																\$75				\$13,600.00
Reproduction/maps																				\$175.00
Courier Overnight Postage																				\$575.00
Misc. Job Expense																				\$0
Total Supplement No. 1													\$0.00	\$0.00	\$60,089.67	\$61,779.46	\$0.00	\$17,433.92	\$129,507.20	\$861,000.00
Total Original Budget													\$34,692.30	\$92,241.44	\$30,635.40	\$15,910.44	\$31,960.80	\$28,878.12	\$0.00	\$500,000.00
Total Budget w/ Supplement No. 1													\$34,692.30	\$92,241.44	\$90,725.07	\$77,689.90	\$31,960.80	\$46,312.04	\$129,507.20	\$1,361,000.00



December 19, 2024

Ivona Kininmonth, PE
Engineering Department
City of Longview
1525 Broadway
Longview, WA 98632

RE: Columbia Heights Road DBE Participation Plan

Dear Ivona,

Gibbs & Olson is committed to meeting the 17% DBE goal set for this project. The table below provides details of our DBE project partners and the amount dedicated to each firm.

Firm Name (DBE Certification Number)	Role on Project Team	Anticipated Commitment	Budget Total
Global Transportation Engineering (D5F0024325)	Traffic Control/ Phasing/Illumination Design	5.7%	\$77,689.90
Exeltech Consulting, Inc. (D4M0004220)*	Guardrail Design, NEPA Permitting, Constructability Review	1.0%	\$13,701.70
Aqua Terra Cultural Resource Consultants (D2F0022310)*	Cultural Resource Survey	1.4%	\$19,414.93
D&H Flagging, Inc. (D2F0011213)*	Traffic Control Flagging	0.53%	\$7,171.98
Abeyta and Associates	Right of way Services	9.5%	\$129,507.20
Total		18.16%	\$247,485.71

* DBE subconsultant work is complete and total shown is final billing amount.

Please let me know if you have any questions about our DBE teaming partners.

Sincerely,

Carol L Ruiz, PE
Principal

File: 0461.3766

PO BOX 400, LONGVIEW WA 98632 | 360.425.0991 Tel | 360.423.3162 Fax
www.gibbs-olson.com

U:\0_Specific_Proj\0461-Longview\3766 Columbia Heights\3 - Supplement 1\DBE Participation Plan Final Design.docx

July 11, 2024

Gibbs & Olson
1157 3rd Ave, Suite 219
Longview, WA 98632-6005

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Rich Gushman:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 145.54%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,



Schatzie Harvey (Jul 15, 2024 07:42 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

GIBBS & OLSON, INC.
Actuals Not To Exceed Table (ANTE)

Gibbs & Olson, Inc. 1157 3rd Avenue, Ste. 219 Longview, WA 98632				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		145.54%	30.20%	
Principal	\$92.00	\$133.90	\$27.78	\$253.68
Engineer VI	\$76.00	\$110.61	\$22.95	\$209.56
Engineer V	\$74.00	\$107.70	\$22.35	\$204.05
Engineer IV	\$68.00	\$98.97	\$20.54	\$187.50
Engineer III	\$58.00	\$84.41	\$17.52	\$159.93
Engineer II	\$47.00	\$68.40	\$14.19	\$129.60
Engineer I	\$40.00	\$58.22	\$12.08	\$110.30
Design Technician II	\$40.00	\$58.22	\$12.08	\$110.30
Sr. Land Surveyor	\$62.00	\$90.23	\$18.72	\$170.96
Land Surveyor	\$52.00	\$75.68	\$15.70	\$143.38
1 Man Survey Crew	\$38.50	\$56.03	\$11.63	\$106.16
2 Man Survey Crew	\$77.00	\$112.07	\$23.25	\$212.32
3 Man Survey Crew	\$110.00	\$160.09	\$33.22	\$303.31
Senior Tech III	\$48.50	\$70.59	\$14.65	\$133.73
Senior Tech II	\$41.50	\$60.40	\$12.53	\$114.43
Senior Tech I	\$38.50	\$56.03	\$11.63	\$106.16
Resident Project Representative III	\$48.50	\$70.59	\$14.65	\$133.73
Resident Project Representative II	\$41.50	\$60.40	\$12.53	\$114.43
Resident Project Representative I	\$38.50	\$56.03	\$11.63	\$106.16
Technician I	\$30.00	\$43.66	\$9.06	\$82.72
Administrative Assistant	\$31.00	\$45.12	\$9.36	\$85.48
Intern	\$22.00	\$32.02	\$6.64	\$60.66

Abeyta and Associates

Scope of Work

Fee Estimate

ICR Letter

ANTE Table

PROJECT MANAGEMENT AND QUALITY ASSURANCE

This task includes all work related to the management and coordination of consultant activities under the Project Management Institute's standards.

The Consultant shall manage the project scope, schedule, and budget, including:

RIGHT-OF-WAY AND REAL PROPERTY SERVICES

The Consultant shall provide right-of-way (ROW) administration and coordination services for the purchase of temporary construction easements from seven parcels and fee takes from five parcels including but not limited to:

1. Coordinate acquisition and relocation activities with the City as required by the City's WSDOT Approved Right-of-Way Procedures and Chapter 25 of the WSDOT Local Agency Guidelines (LAG) Manual.
2. Prepare a ROW Funding Estimate and submit it to the City and WSDOT for review and approval.
3. Attend a total of three project team meetings with the city, including the kick-off meeting, to obtain available information; discuss material and information needed from the City (ROW Plan, Legal Descriptions, Exhibits, Staking, etc.); and obtain any additional information to assist in the acquisition process of purchasing temporary construction easements and/or fee takes.
4. Participate in progress meetings by conference call and provide status meetings – a maximum of 15 one-hour meetings.
5. Prepare and secure Rights-of-Entry (ROE) agreements for each impacted parcel-a maximum of 10 parcels. The consultant shall utilize the ROE template provided by the City.
6. Prepare acquisition files to include fair offer letters, a standard diary form indicating all contacts with the property owners, ancillary documents, and other items necessary to complete the work – 10 parcels.
7. Develop an initial ROW schedule and provide schedule updates.
8. Coordinate and resolve right-of-way concerns and issues with the City and the WSDOT Local Agency Coordinator to support WSDOT acceptance of all completed right-of-way acquisition services.

DELIVERABLES:

1. ROW Funding Estimate
2. ROW schedule and schedule updates
3. Acquisition files
4. Initial ROW schedule
5. ROW schedule updates
6. Right-of-Entry Permits

ASSUMPTIONS:

1. The City will provide a copy of the City's current WSDOT Approved Right-of-Way Acquisition Procedures

TITLE SERVICES

The Consultant shall provide title services including but not limited to:

1. Conduct a review of an updated title report of the larger parcel to confirm the type of ownership structure and existing encumbrances including access easements and potential conflicts from utility encumbrances that may require subordination agreements, reconveyances, or pose obstacles or delays to the acquisition closing process remain unchanged.
2. Coordinate with the City to assess the risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition of the larger parcel.
3. Request an updated title report from the title company prior to sending a settled acquisition package to the City for payment and closing to ensure ownership has not changed and new encumbrances or exceptions have not been recorded.
4. Prepare Request for Partial Reconveyances/ subordination agreements, or owners agreeing to pay mortgage.
5. Update the previously completed Parcel Title Summary Memos if needed.

DELIVERABLES:

1. Parcel Title Review Summaries
2. Letters to Owner Agree to Pay Mortgage, Subordination Agreements, Reconveyances, Partial Releases, etc.
3. Updated Parcel Title Summary Memos

ASSUMPTIONS:

1. The City will provide Title Reports and supplemental Title Reports.

VALUATIONS –

APPRAISAL AND APPRAISAL REVIEW SERVICES

The Consultant shall provide appraisal and appraisal review services including but not limited to:

1. Contract with a WSDOT-approved fee appraiser for (2) Appraisal Reports for two tax parcels.
2. Contract with a WSDOT-approved fee review appraiser for the review of (2) appraisal review reports.
3. Submit all Appraisal Reports and Appraisal Reviews to the City for review and establishment of just compensation by the City.
4. Coordinate with the appraiser and/or review the appraiser and the City to resolve any issues or concerns with the appraisals or appraisal reviews.

APPRAISAL WAIVER VALUATIONS REPORTS

1. Prepare a ROW Funding Estimate and Appraisal Waiver Valuation Reports/worksheets following federal regulations when just compensation is not greater than the waiver valuation limit as defined in the City's approved ROW procedures (typically \$35,000). A maximum of 8 Parcels.

DELIVERABLES:

1. Appraisal Reports and Appraisal Reviews
2. ROW Funding Estimate
3. Appraisal Waiver Valuation reports.

NEGOTIATION SERVICES

The Consultant shall provide negotiation services including but not limited to:

1. Provide sample templates of all acquisition documents (offer letters, temporary construction easements, right of entries, consents, etc.) for the City's review and approval for project use.
2. Maintain acquisition records following statutory, regulatory, and policy requirements.
3. Transmit the signed conveyance documents and payment vouchers to the City for approval and processing.
4. Review the Right-of-Way Plan before submission to the City and WSDOT Southwest Region Local Agency Coordinator.
5. Upon written permission to proceed, prepare a general information notice to be mailed to 10 parcel owners impacted by the project, notifying them of the pending project and of the right-of-way acquisition and identifying the Consultant as the City representative.
6. Upon written permission to proceed, prepare offer and conveyance documents for (10) tax parcels and submit offer packages to the City and WSDOT Southwest Region Local Agency Coordinator, utilizing WSDOT forms or equivalent.
7. Promptly present offers and negotiate in good faith with property owners to acquire temporary construction easements and fee takes.
8. Prepare Administrative Settlements, a total of four (4) to document the rationale and justification of a settlement of a ROW acquisition case in which the City has administratively approved a payment over Just Compensation.
9. Maintain individual negotiation files for each impacted tax parcel.
10. Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of condemnation.
11. Provide written notice to the City of the impasse in negotiations.
12. Provide written notice to the City of recommendation for condemnation.

DELIVERABLES:

1. Sample Introduction Letter
2. Offer Packages
3. Complete Acquisition files for payment or legal action
4. Comments on right-of-way plan
5. Administrative Settlements
6. Written notices of impasse in negotiations
7. Written notices of recommendations for condemnation

ASSUMPTIONS:

1. All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.
2. The Gibbs & Olson will provide right-of-way plans and drawings, maps, exhibits, right-of-way staking.
3. The Gibbs & Olson will provide legal descriptions in electronic format for all real property rights to be acquired.
4. The City will provide approval of all acquisition documents in electronic format for all legal conveyance documents and forms prior to use (i.e. offer letters, temporary construction easements, etc.).
5. The City will make payment for all compensation payments to property owners, recording fees, legal services, and any incidental costs that may be necessary to complete each transaction and record the required acquisition documents with the City auditor's office.

CLOSING SERVICES

The Consultant shall provide closing services including but not limited to:

1. Conduct comprehensive checklist reviews for each acquisition file to support WSDOT and federal agency reviews.
2. Coordinate with the City and WSDOT Southwest Region Local Agency Coordinator to resolve right-of-way concerns and issues with WSDOT's right-of-way acquisition file audit and certification review.
3. Submit signed conveyance documents with requests for payment and other supporting documents including signed City W-9s and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.
4. Prepare payment vouchers for title clearing charges and submit them to the City to process payment for up to four (4) parcels.

DELIVERABLES:

1. Completed acquisition negotiation files and supporting records of all right-of-way acquisition services to support WSDOT acceptance.
2. Payment voucher/requests for payment supported by signed City W-9s and other documents required to process payment.

Fee Estimate
City of Longview - Columbia Heights Road Project

			\$67.24	\$54.51	SR				
Item 1: Project Administration	Prop Mgt	Admin	SR/PM Agent	Acq Agent	Acq Agent	Title	REO	Escrow	Total
Coord with Gibbs & Olson and City			10	0					10
WSDOT Certification Assistance / Coordination with City and WSDOT			17	0					17
Clerical -			0	0					0
Contract Admin and Management of overall ROW activities			28	0					28
Appraisal Waiver Valuations Reports - 8 parcels			43	54					97
Progress Reporting, Meetings & Kick-off Meetings -			16	0					16
Prepare one ROW Funding Estimate - 10 Tax Parcels.			9	4					13
Coord w/Subconsultants-			2	5					7
Hours:	0	0	125	63	0	0	0	0	188
Direct Labor \$:	0.00	0.00	8,405.00	3,434.13	0.00	0.00	0.00	0.00	\$ 11,839.13
Item 2: Right-of-Way Acquisition									
Title, Plans, and Appr. Review - 10 additional parcels			24	22					46
Pre-Offer/File Setup/Document Prep - 10 packages/files for (10) parcels with TCE(s) and fee takes			20	70					90
Right of Entry - 10 parcels			30	30					60
Negotiations (TCEs and Fee Takes - a total of 10 parcels)			145	85					230
Administrative Settlement Memorandums (4 Parcels)			22	10					32
Clearing Title - Four parcels			18	18					36
Condemn Support -			0	0					0
Data/file & Diary Management, Maintenance for City & WSDOT			14	38					52
Hours:	0	0	273	273	0	0	0	0	546
Direct Labor \$:		0.00	18,356.52	14,881.23					\$ 33,237.75
Direct Labor Totals:									
Hours:	0	0	398	336	0	0	0	0	734
Dollars:	0	0.00	26,761.52	18,315.36	0	0	0	0	\$ 45,076.88

Per Parcel Breakdown:	
Summary	
Direct Salary Cost	\$ 45,076.88
Overhead Cost @ 120.00%	\$ 54,092.26
Fee @ 30%	\$ 13,523.06
Labor	\$ 112,692.20
Expenses	\$ 16,815.00
Subconsultant	\$ -
Contract Total	\$ 129,507.20

Direct Salary Cost:		\$ 45,076.88
Direct Labor Rate:		\$ 45,076.88
Audited Overhead Rate:		120% \$ 54,092.26
Profit:		30% \$ 13,523.06
Composite Multiplier:		136% \$ 112,692.20
*Total Labor Fee:		\$ 112,692.20
Expenses:	Title Reports	\$ -
	Review Appraisal - 2 Parcels	\$ 4,600.00
	Appraisal - 2 Parcels	\$ 9,000.00
	Mileage/Travel	\$ 2,465.00
	Reprographic, Copy, & Printing	\$ 175.00
	Courier Overnight Postage	\$ 575.00
Subtotal:		\$ 16,815.00
*TOTAL		\$ 129,507.20



August 14, 2024

Rosa M. Villa, Principal
Rosa M. Abeyta, LLC dba Abeyta & Associates
3924 California Avenue SW
Seattle, WA 98116-3706

Re: Rosa M. Abeyta, LLC dba Abeyta & Associates
Safe Harbor Indirect Cost Rate Extension

Dear Rosa:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Rosa M. Abeyta, LLC dba Abeyta & Associates in November 2019. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Abeyta & Associates opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for Abeyta & Associates.

Abeyta & Associates agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

Actuals Not To Exceed Table (ANTE)

[illegible]

Exeltech, a Bowman Company

Scope of Work

Fee Estimate

ICR Letter

ANTE Table

SCOPE OF WORK

Exeltech's scope of services for 30% design to final design includes the following work.

Task 3 - Report and Permit Application Development

Exeltech will assist with preparing a SEPA Checklist, lead the preparation and finalization of the NEPA documentation (assumed to be a categorical exclusion). WSDOT review and approval of environmental documents is also required. Exeltech will participate in meetings related to NEPA review and provide coordination with Prime Consultants and other Subconsultants.

Assumptions

- Project activities will qualify for a Categorical Exclusion NEPA document.
- Includes preparation of an Environmental Justice determination memorandum per WSDOT Environmental Guidance.
- Subconsultant will lead preparation of project NEPA documentation.
- NEPA documentation will be submitted using 60% Design. It is anticipated the project design will continue to be revised after 30% Design; to streamline coordination and agency review NEPA documentation will be submitted using 60% Design.
- Background review and preparation of supporting NEPA documentation/memos will commence using 30% Design, as appropriate based on the level of analysis required and the likely anticipated project-related impacts on the resource(s).
- NEPA documentation includes preparation of an Environmental Justice determination memorandum per WSDOT Environmental Guidance, and preparation of a Hazardous Materials memo as identified in the WSDOT NEPA Kickoff Meeting. This scope does not include preparation of a Phase I Environmental Site Assessment.
- The Owner will provide Section 4(d) Endangered Species Act documentation for inclusion in the NEPA CE.
- An "early acquisition letter" is not required for property previously acquired by the Owner for FHWA-funded project.
- A Noise Study is not included in this scope of work. If fog lines are moved 50% or more closer to a business, house, or outdoor use area, then a noise study may be required per WSDOT requirements.
- Others to provide technical reports and supporting information for Cultural Resources, Wetlands/Streams, Geotechnical and hazardous material technical reports and supporting information will be prepared for inclusion in NEPA review and documentation.
- Others to lead SEPA documentation. Subconsultant will coordinate with others to share pertinent information from NEPA documentation efforts to facilitate SEPA documentation.
- Public engagement/public involvement tasks are not included.

Columbia Heights Road Improvements

Task/Deliverable	Exeltech Consulting						Total
	Deputy	Deputy	Transportation Planning Specialist 5	Civil Engineer 4	Drafting Technician 3	Total Exeltech Hours	
1.1 Project Management							
Project Management				4		4	\$ 705.29
3.5 Final Environmental Services and Permitting							
Coordination/Meetings			10			10	\$ 1,860.91
Report and Permit Application, 30%-100% Design			78	2		80	\$ 14,867.72
Total Hours	0	0	88	6	0	94	\$ 17,433.92

2025 Rate \$ 85.23 \$ 77.87 \$ 64.57 \$ 61.18 \$ 39.60
 OH \$134.66 \$123.03 \$102.02 \$ 96.66 \$ 62.57
 Fee \$ 25.74 \$ 23.52 \$ 19.50 \$ 18.48 \$ 11.96
 \$245.63 \$224.42 \$186.09 \$176.32 \$114.13

July 1, 2024

Exeltech Consulting, Inc.
8729 Commerce Pl Dr, Suite A
Lacey, WA 98516

Subject: Acceptance FYE 2023 ICR – Audit Office Review

Dear Michelle Rhodes:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2023 Indirect Cost Rate (ICR) of 158.00% of direct labor (rate includes 0.59% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,



[Schatzie Harvey \(Jul 1, 2024 13:10 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Actuals Not To Exceed Table (ANTE)

[illegible]

Global Transportation Engineering

Scope of Work

Fee Estimate

ICR Letter

ANTE Table

COLUMBIA HEIGHTS IMPROVEMENTS SUPPLEMENT NO. 1 SCOPE OF SERVICES

Task 1 – Project Administration and Meetings

Field Review Meeting – GTEng will conduct up to two field visits to evaluate the existing conditions that impact lighting and to identify lighting elements near the project limits. GTEng will conduct the field visits with two staff members.

Team Meetings – GTEng will attend and participate in biweekly meetings. Up to 18 meetings have been estimated. Team meetings are estimated to be one hour each. It is anticipated most meetings will be virtual.

Task 3.3 – Roadway, Illumination and Retaining Wall Design

Illumination Design

Based on the approved 30% roadway illumination design, GTEng will prepare illumination plans meeting City of Longview standards to the 60%, 90% and Final Plans level. GTEng will coordinate with the City and Cowlitz Public Utilities District to finalize the power source for the new streetlights. GTEng will conduct a final field review as necessary to verify any outstanding design issues for the proposed streetlights. GTEng will conduct voltage drop, conduit fill, and other design calculations necessary to complete the street lighting design.

GTEng will design conduits, wiring, street lighting pull box system, and light pole locations necessary to complete the street lighting design. In addition to the plans, GTEng shall develop special provisions and an Engineer's Cost Estimate. Special provisions will be based on the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and City of Longview Design Standards. Cost estimates will be based on WSDOT bid history for the Region. A final design will include the following:

- 5-Illumination Plans – (1" = 20')
- 1-Illumination Details – (NTS)
- Special Provisions
- Cost Estimate

GTEng will provide a draft set of plans, special provisions, and cost estimate for Agency review at each submittal level identified in the prime contract. Comments received will be addressed and final PS&E provided.

Deliverables:

- *5-Illumination Plans – (1" = 20')*
- *1-Illumination Details – (NTS)*
- *Special Provisions (starting at 60 percent)*
- *Engineers Cost Estimate (All Submittals)*

Signing and Striping Design

Based on the approved 30% signing and striping design concept, GTEng will prepare signing and striping plans meeting City of Longview and MUTCD standards to the 60%, 90% and Final Plans level. This will include the

addition of sign panel details (as needed) and specification tables for the installation, removal, and relocation of signs within the project limits. Special provisions will be based on the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and City of Longview Design Standards. Cost estimates will be based on WSDOT bid history for the Region. A final design will include the following:

- 6 Signing and Striping Plans
- One Sign Installation Specification Detail
- One Sign Removal Specification Detail
- One Sign Relocation Specification Detail
- Special Provisions
- Cost Estimate

GTEng will provide a draft set of plans, special provisions and cost estimate for Agency review at each submittal level identified in the prime contract. Comments received will be addressed and final PS&E provided.

Deliverables

- *6 Signing and Striping Plans*
- *One Sign Installation Specification Detail*
- *One Sign Removal Specification Detail*
- *One Sign Relocation Specification Detail*
- *Special Provisions*
- *Cost Estimate*

Task 3.4 – Temporary Traffic Control

Consultant will develop traffic control plans (TCP) to facilitate project specific construction activities. The TCP will include consideration of temporary pedestrian accessible routes (TPAR) and facilitating sanitary and school bus routing through the various construction stages. Detour plans will be developed to accommodate stages that will require full roadway closures to accommodate construction activities. The TCP will follow Agency design standards for temporary traffic control and the Manual on Uniform Traffic Control Devices.

The Consultant will develop Special Provisions and cost estimates that are representative of the elements required as a part of the TCP. Special provisions will be based on the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and City of Longview Design Standards. Cost estimates will be based on WSDOT bid history for the Region. A final design will include the following:

- Two Staging Plans
- One Advance Signing Plan
- Up to two Detour Plans
- Up to four site specific Traffic Control Plans
- Special Provisions
- Cost Estimate

GTEng will provide a draft set of plans, special provisions, and cost estimate for Agency review at each submittal level identified in the prime contract. Comments received will be addressed and final PS&E provided.

Deliverables

- *Two Staging Plans*

- *One Advance Signing Plan*
- *Up to two Detour Plans*
- *Up to four site specific Traffic Control Plans*
- *Special Provisions*
- *Cost Estimate*

Task 4 – Bid Phase Engineering Services

GTEng will provide the following bidding support as requested by the city:

- Responses to the city if technical clarification is required to the PS&E documents concerning roadway illumination and temporary traffic control.
- Issue one (1) addendum including modifications to plan sheets and specifications.

Deliverables

- *Respond to City requests for information (RFI) during the bid period. (up to 4)*
- *Bid addendum (1)*

Table 1: Scope of Services: Longview Columbia Heights Imps Estimated Budget Amendment 1 December 19, 2024	GTEng						
	Principal/Project Manager 3	Sr. Project Engineer 3	Engineering Associate 2	Engineering Associate 1	Tech XIV	Admin	Expenses
Task Description							
Task Description							
Task 1 Project Administration and Meetings							
Project Meetings (Kick-Off, and one (30%) milestone meetings) - 1 hr each							
Team Meetings - 1 hr each	18.0						
Field visit (1 assumed)	6.0			6.0			\$ 75.00
Task 2.2 Preliminary Roadway and Illumination Analysis and Design							
30% Illumination Analysis							
30% Illumination Design							
30% Signing and Striping Design							
Task 3.3 Roadway, Illumination and Retaining Wall Design							
Illumination Design	44.0	4.0	54.0	56.0	48.0		
Signing and Striping Design	16.0	2.0	40.0	38.0	24.0		
Task 3.4 Temporary Traffic Control Design	40.0	4.0	90.0	60.0	40.0		
Task 4 Bid Phase Engineering Services	8.0			10	6		

Total Hours	132	10	184	170	118	0	\$ 75.00
Hourly Rate	\$155.85	\$155.85	\$95.38	\$90.76	\$71.48	\$108.97	
							\$61,779.46

Contingency Task Description							
							\$ -
							\$ -

Total Hours	0	0	0	0	0	0	\$ -
Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$1	
Totals - By Consultant							\$0.00

Total Hours By Task	Total Labor By Task	Total Expenses By Task	Grand Total By Task
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
18	\$ 2,805.30	\$ -	\$ 2,805.30
12	\$ 1,479.66	\$ 75.00	\$ 1,554.66
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
206	\$ 20,604.92	\$ -	\$ 20,604.92
120	\$ 11,384.90	\$ -	\$ 11,384.90
234	\$ 22,846.40	\$ -	\$ 22,846.40
24	\$ 2,583.28	\$ -	\$ 2,583.28
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -

Total Hours	Total Wages	Total Expenses	Project Total
614	\$ 61,704.46	\$ 75.00	\$ 61,779.46

SUB TOTAL:	\$61,779.46
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0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -

Total Hours	Total Wages	Total Expenses	Project Total
0	\$ -	\$ -	\$ -

SUB TOTAL:	\$0.00
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GRAND TOTAL: \$	61,779.46
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June 26, 2024

Global Transportation Engineering, Inc.
227 SW Pine St, Ste 220
Portland, OR 97204-2700

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Schuyler Robertson:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 110.03%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jun 26, 2024 13:38 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NT 110.03%	Fixed Fee NTE 30.00%	All Inclusive Hourly Billing Rate NTE
Principa/Project Manager 3	\$ 64.93	\$71.44	\$19.48	\$155.85
Sr. Project Engineer 3	\$ 64.93	\$71.44	\$19.48	\$155.85
Engineering Associate 1	\$ 37.81	\$41.60	\$11.34	\$90.76
Engineering Associate 2	\$ 35.57	\$39.14	\$10.67	\$85.38
Tech XIV	\$ 29.78	\$32.77	\$8.93	\$71.48
Admin	\$ 45.40	\$49.95	\$13.62	\$108.97

Rate reflects anticipated direct rates through end of contract 2024.

Sargent

Scope of Work

Fee Estimate

ICR Letter

ANTE Table

**Columbia Heights Road
Retaining Wall Evaluation & Design - Structural Engineering
Scope of Work**

TASK X – Structural Engineering

Sargent Engineers (SEI) will provide structural engineering services in support of the City of Longview's Columbia Heights Road Safety Improvement project near Kelso, Washington. Several retaining walls will be required to support the proposed roadway improvements being designed by Gibbs & Olson. Following up on our completion of the 30% design, SEI will provide a final retaining wall design and contract documents. The following detailed tasks are anticipated:

Task X.1 – Project Management

SEI will maintain communication with the project team, prepare monthly invoices, and attend virtual coordination meetings with the client and consultant team.

Assumptions

- Attendance of up to two virtual meetings with the City such as project submittal review meetings, each a maximum of one (1) hour.
- Attendance of up to fifteen (15) virtual consultant team meetings, all a maximum of one (1) hour.

Task X.2 – Retaining Wall PS&E

SEI will complete the following tasks to prepare the final retaining wall structural plans, specifications, and cost estimates:

- Finalize the retaining wall layouts based on final wall alignment and soil profiles provided by Gibbs & Olson and as approved from the 30% design.
- Prepare the structural design of the retaining walls per the requirements of the geotechnical report, AASHTO LRFD Bridge Design Specification, and the WSDOT Bridge Design Manual. Up to four wall heights will be evaluated.
- Prepare retaining wall elevation sheets and structural details sheets, including up to four typical wall sections. The typical wall sections will show the maximum retained soil height and sizing of structural elements. The retaining wall elevation sheets will show the top and bottom of wall elevations and spacing/location of structural elements. Sheets are expected to include Retaining Wall Elevations (6 sheets), Retaining Wall Typical Sections (2 sheets), and Retaining Wall Details (1 sheet).
- Prepare wall quantities and cost estimates.
- Provide WSDOT General Special Provisions needed for the retaining wall construction.

Assumptions

- A maximum of two different wall types will be selected for the project based on the results of the 30% design phase.



Deliverables

- 60%, 90%, and Final structural plans in PDF and .dwg.
- 60%, 90%, and Final summary of structural quantities and costs in Excel format.
- 60%, 90%, and Final WSDOT GSP's in Word format.
- Structural calculations in PDF with final PS&E submittal.

Columbia Heights Road - Wall Final PS&E

Structural Engineering

	Principal	Senior Project Engineer	Project Engineer	Design Engineer	Task Cost
Direct Salary:	\$75.00	\$60.00	\$52.00	\$40.00	
Indirect Cost Rate (178.01%):	\$133.51	\$106.81	\$92.57	\$71.20	
Profit (30%):	\$22.50	\$18.00	\$15.60	\$12.00	
Loaded Rate:	\$231.01	\$184.81	\$160.17	\$123.20	
Project Management					
Project Administration	16				\$3,696
City Coordination Meetings (2)	2				\$462
Consultant Coordination Meetings (15)	15		15		\$5,868
Subtotal	33	0	15	0	\$10,026
Final PS&E					
Finalize Wall Layouts	2	40	40		\$14,261
Wall Calculations		16	16		\$5,520
Wall Quantities		4	4		\$1,380
60% Plans	2		64		\$10,713
60% Cost Estimate			4		\$641
60% Specifications			4		\$641
90% Plans	2	16	32		\$8,544
90% Cost Estimate		2			\$370
90% Specifications		2			\$370
Final Plans	2	8	16		\$4,503
Final Cost Estimate		2	4		\$1,010
Final Specifications		2	4		\$1,010
Subtotal	8	92	188	0	\$48,961



Columbia Heights Road - Wall Final PS&E

Structural Engineering

	Principal	Senior Project Engineer	Project Engineer	Design Engineer	Task Cost
Direct Salary:	\$75.00	\$60.00	\$52.00	\$40.00	
Indirect Cost Rate (178.01%):	\$133.51	\$106.81	\$92.57	\$71.20	
Profit (30%):	\$22.50	\$18.00	\$15.60	\$12.00	
Loaded Rate:	\$231.01	\$184.81	\$160.17	\$123.20	
Bid Support					
Q&A Response	2		4		\$1,103
Subtotal	2	0	4	0	\$1,103
Direct Costs					
Mileage (0 meetings/site visits, as needed)	\$0.00				
Subconsultants	\$0.00				
Total Direct Costs					\$0
Total Structural Services					\$60,090

August 6, 2024

Sargent Engineers, Inc
320 Ronlee Lane NW
Olympia, WA 98502

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Molly Cichosz:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 178.01% of direct labor based on the "Independent CPA Report" prepared by Shannon & Associates, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Aug 6, 2024 11:06 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Actuals Not To Exceed Table (ANTE)

[illegible]



City of Longview

Agenda Summary

RESOLUTION 2544 AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TERESA D. JOHNSON CPA, INC. FOR TECHNICAL ACCOUNTING ASSISTANCE AND PREPARATION OF ANNUAL FINANCIAL STATEMENTS

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2544.

COUNCIL INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City of Longview intends to enter into a professional services agreement with Teresa D. Johnson, CPA Inc., to provide expert technical accounting support. Under this agreement, Teresa D. Johnson, CPA Inc., will assist the Accounting Manager with key tasks, including bank reconciliations, preparing schedules for the State Auditor's Office (SAO), implementing the new GASB 100 and 101 standards, producing the annual comprehensive financial report, and addressing other technical accounting inquiries. This collaboration will help ensure accuracy, compliance with accounting standards, and the smooth operation of the City's financial functions

STAFF CONTACT:

Chris Collins, Assistant City Manager

Attachments:

1. Res 2544_PSA TDJ CPA Inc
2. Professional Services Contract TDJ
3. Attachment A - TDJ CPA Scope of work

RESOLUTION NO. 2544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TERESA D. JOHNSON CPA, INC TO PROVIDE TECHNICAL ACCOUNTING ASSISTANCE AND PREPARATION OF ANNUAL FINANCIAL STATEMENTS.

WHEREAS, the City of Longview has identified a need for professional accounting services to aid with technical accounting and preparation of annual financial statements, which may include but are not limited to bank reconciliation, preparing schedules for the State Auditor's Office, and implementing the new GASB 100 and 101 standards and

WHEREAS, The City of Longview has determined that contracting with a qualified professional services provider is the most effective and efficient way to fulfill this need, and the City has negotiated a proposed Professional Services Agreement (the "Agreement") with Teresa D. Johnson CPA, Inc, a qualified firm with the qualifications, expertise in governmental accounting, and experience necessary to provide the required professional accounting services; and

WHEREAS, the City Council finds that entering into the Agreement with Teresa D. Johnson CPA, Inc, is in the best interests of the City and its residents;

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

Section 1. The City Manager is hereby directed and authorized to the enter into this agreement with Teresa D. Johnson CPA, Inc, to provide technical accounting assistance and preparation of annual financial statements.

Section 2. The agreement outlines the terms and conditions under which the City of Longview and Teresa D. Johnson CPA, Inc. will deliver services, including but not limited to, technical accounting assistance, preparation of annual financial statements, implementing the new GASB 100 and 101, and preparing the schedules for the State Auditors Office.

Section 3. The City Manager is further authorized to execute the Agreement and any necessary amendments or documents to carry out the intent of this resolution, in coordination with the Teresa D Johnson CPA, Inc.

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

Section 5. This resolution shall take effect January 23rd, 2025.

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 23rd day of January 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 TERESA D. JOHNSON CPA, INC. ("CONTRACTOR")

1. SERVICES BY CONTRACTOR

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. **Modification.** The City periodically may make changes to the services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor's compensation hereunder shall be modified accordingly.
- C. **Subcontracting.** The City permits subcontracts for those items of work as shown in Attachment E to this Agreement. Compensation for this subconsultant work shall be based on the cost shown on Attachment D. The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the City. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this Agreement.
- The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and subcontractor, any contract or any other relationship.

2. PAYMENT

- A. The City shall pay the Contractor for such services: (Check One)
- () Hourly: \$263 per hour, plus actual expenses, but not more than a total of \$71,000.
- () Fixed Sum: A total amount of: _____.
- () Other: _____,
- Total: _____
- Management Reserved Fund: _____
- Grand Total: _____
- Example: specific rates of pay, lump sum, etc. For these payment methods use attachment D. The payment is for all services performed, and expenses incurred under this Agreement.

- B. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the City, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice or monthly report, 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 on request.
- E. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.
- F. The City may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Contractor for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$50,000 or 10% of the Total Amount Authorized as shown in the Attachment E of this Agreement. The amount included for the Management Reserve Fund is shown in the Attachment E of this agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 1, B Modification.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Contractor agrees not to 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. If Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) is participant in this agreement, the project participation shall be shown in the Attachment E of this Agreement.
- D. 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.** This Agreement shall remain in effect until completion of the services described in Attachment A and final payment therefore unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. **Noninterference with business.** During the course of the Contractor's performance of the services for the City and for a period of twelve (12) months after the completion of such services, the Contractor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent contractor to sever that person's relationship with the City.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefore.

6. 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.

7. 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 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, award, and/or cost arising therefrom including attorneys' fees

to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provision of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. 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 Attachment B. The Contractor will cause the indemnified parties, as described in Section 7 above, 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 8. 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.

9. 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 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. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner. 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.

10. 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.

11. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.

12. 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. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- E. **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: Attar Bhangal
PO Box 182
Longview, WA 98632

CONTRACTOR: _____

- F. **Legal Fees.** In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be Cowlitz County, Washington.
- G. **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.
- H. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

INWITNESS WHEREOF, the parties have executed this Agreement as of _____, 20__.

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# _____

ATTACHMENT A SERVICES & COMPENSATION

1. The Services

1.1 General Description

Consulting services

- **Providing technical accounting assistance**
- **Assistance with implementing new GASB 100 and 101 standards**

Preparation services

Prepare from information provided by the City of Longview, the annual financial statements of the City of Longview, which are comprised of the statement of net positions of December 31, 2024, and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended and the related notes to the financial statements. Additionally, prepare the required management's discussion and analysis and Washington State Auditor's Office annual schedules, as applicable and prepare the required supplementary information related to Net Pension Liability and Other Postemployment Benefits.

1.2 Schedule

Contractor will begin providing services on January 23, 2025 and will complete services on September 30, 2025.

1.3 Deliverable Items

Prepared Financial Statements outlined in the Engagement Objective and Scope.

1.4 Designated Personnel

Contractor's main point of contact at the City will be Attar Bhargal, or such other personnel as City may designate from time to time.

2. Compensation

2.1 Amount and Basis

Contractor will submit an invoice to the City for services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the services performed; (b) the number of hours expended performing the services; and (c) any reimbursable expenses. Contractor will furnish such receipts, documents, and other supporting materials as City reasonably may request to verify the content of any invoice.

3. These provisions are applicable to engineering department agreements only.

3.1 Certification of the Engineer and the City. Attached hereto are Attachment C, Certification of the Engineer and Certification regarding debarment, suspension and other responsibility matters.

3.2 Endorsement of Plans. The Engineer shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

ATTACHMENT “B”

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 \$2,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Professional liability insurance in an amount no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit,
5. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

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

C. Other Provisions.

Commercial General Liability policies shall be endorsed to:

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

SPECIAL RIDER
TO
ATTACHMENT “B”
INSURANCE REQUIREMENTS
For
PROFESSIONAL SERVICE CONTRACTS

Add the following to section A. Minimum Insurance:

6. Consultant’s Errors & Omission or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.

[illegible]

Attachment C
Consultant Fee Determination - Summary Sheet
(Lump Sum)
Fee Schedule

Task:	Cost
--------------	-------------

Total: _____

Subconsultant Costs:
Task:

Total:

Grand Total:



Teresa D. Johnson CPA, Inc.

December 13, 2024

Engagement Objective and Scope

Consulting Services

We will provide technical assistance to the City of Longview during the engagement letter term, as requested. Consulting services are as follows:

- Providing technical accounting assistance
- Assistance with implementing new GASB 100 and 101 standards

The performance of “other accounting services” is deemed to be “nonattest services” in our professional standards.

Preparation Services

The objective of our engagement is to prepare, from information you provide, the annual financial statements of City of Longview, which are comprised of the statement of net position as of December 31, 2024, and the related statements of revenues, expenses and changes in net position, and cash flows for the year then ended and the related notes to the financial statements. Additionally, we will prepare the required management’s discussion and analysis and Washington State Auditor’s Office annual schedules, as applicable and we will prepare the required supplementary information related to Net Pension Liability and Other Postemployment Benefits.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity. If we identify or suspect that an instance of noncompliance with laws and regulations has occurred or is likely to occur, we will discuss the matter with the appropriate level of management and, when appropriate, those charged with governance. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Engagement Deliverable

The deliverable of this engagement will be the prepared financial statements outlined in the *Engagement Objective and Scope* section of this Agreement.

The prepared financial statements will not be accompanied by a report.

Each page of the prepared financial statements, including related notes to the financial statements, will include a statement indicating that no assurance is provided on the financial statements.

Additionally, if we become aware of any departures from U.S. GAAP, such departures will be disclosed on the face of the prepared financial statements or in a note to the prepared financial statements.

CPA Firm Responsibilities

We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services (“SSARSS”) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (“AICPA”), including the ethical principles of integrity, objectivity, professional competence, and due care.

Financial statement preparation differs significantly from a review or audit of financial statements. A financial statement preparation engagement does not contemplate performing inquiry, analytical procedures, or other procedures ordinarily performed in a review. It also does not contemplate obtaining an understanding of the entity’s internal controls, assessing fraud risk, testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images), or other procedures ordinarily performed in an audit.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the prepared financial statements.

The above professional services will be performed based upon information you provide to us. We will perform our services based upon the assumption that all information you submit is true, complete and accurate according to documents and other information retained in your files. If we become aware of records, documents, explanations, or other information, including significant judgments, provided by management are incomplete, inaccurate, or otherwise unsatisfactory, we will bring this information to the attention of management and request additional or corrected information.

Our responsibility under this engagement is limited to the period covered by our services and does not extend to matters that may arise during any periods for which we are not engaged.

This engagement is limited to the professional services outlined above.

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Client Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP.

You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- the selection of the financial reporting framework to be applied in the preparation of the financial statements;
- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from misstatement whether due to fraud or error;
- providing us with:
 - documentation and other information that is relevant to the preparation and presentation of the financial statements;
 - additional information that we may request from you for the purpose of the engagement; and
 - unrestricted access to persons with the entity of whom we determine it necessary to make such inquiries;
- the prevention and detection of fraud;
- ensuring that you comply with the laws and regulations applicable to your activities and identifying instances of noncompliance;
- ensuring that your records, documentation, explanations and other information, including significant judgments, you provide to us are complete and accurate; and
- safeguarding your records and documentation.

You have designated Attar Bhangal as our primary contact for this engagement.

During the course of the engagement, we may assist management with judgments regarding amounts or disclosures to be reflected in the financial statements. We will discuss any such judgments with you, and you accept responsibility of those judgments.

You acknowledge that independence is not required in order to provide financial statement preparation services in accordance with the SSARs. The performance of the preparation services may impair our independence unless safeguards are met. We are available to discuss these safeguards with you if you anticipate the need for services that require independence, such as an audit or review of financial statements.

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

Timing of Engagement

We expect to begin services on or about January 9, 2025 and plan to issue our report on approximately May 25, 2025. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask. Submission of all year-end financial statements and supporting documentation need to be provided to us by March 15, 2025. Failure to provide these documents by this date may impact our ability to complete the engagement by the agreed-upon deadline.

Our services under this Agreement will conclude upon the earliest occurrence of one (1) of the following events:

- September 30, 2025
- as of the date of our closure letter; or
- written notification by either party that the engagement is terminated.

Professional Fee

Our professional fee for the services outlined above is estimated to be \$71,000. Services will be billed monthly at the standard billing rate of \$263 per hour for CPA's, \$201 for Accountants. This fee is based upon the complexity of the expected work to be performed, our professional time and out-of-pocket expenses. Circumstances may arise that impact our estimated fee such as, but not limited to, (1) timeliness, accuracy, or completeness of the information you provide to us; (2) changes in your personnel or operations that impact our services; (3) mutually agreed changes in the scope of this engagement; or (4) other unanticipated items that arise during our engagement and that require additional time in order to complete the agreed-upon services. In the event that this estimate will be exceeded, we will obtain pre-approval prior to performing additional services.

If the information that you provide or we request is not submitted in a timely manner, or it is incomplete or unusable, we reserve the right to delay services and charge additional fees and expenses.

Termination and Other Terms

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

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At the completion of our engagement, the original source documents will be returned to you. Workpapers and other documents created by us are our property. Such original workpapers will remain in our control, and copies are not to be distributed without our prior written consent.

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City of Longview

Agenda Summary

BUDGET REQUEST DIRECTING THE CITY MANAGER TO INCREASE THE FIRE DEPARTMENT BUDGET BASED ON NEW REVENUES FROM NEW CONTRACT SERVICE AREA AGREEMENTS

RECOMMENDED ACTION: **COUNCIL CONCURRENCE**

DATE: January 23, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Enhance public safety & emergency response

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Due to the new mill area service agreements, there will be an additional increase of \$900,000 (\$500,000 for 2025 and \$400,000 for 2026) above and beyond previous contract revenues. The request is to add the additional amount to the Fire Department Biennial Budget to help replace the \$1,000,000 per year (\$2,000,000 biennially) reduction in their Wheeled and Non-wheeled depreciation budgets. Approximately \$50,000 per year of those funds will go toward training and equipment to maintain service requirements and training levels for services. The balance will be allocated to the wheeled and non-wheeled depreciation funds.

STAFF CONTACT:
Fire Chief Brad Hannig

Attachments: None



City of Longview

Agenda Summary

REVIEW OF 2025 COMMUNITY DEVELOPMENT LEGISLATIVE PLAN

RECOMMENDED ACTION:

PROVIDE DIRECTION ON PRIORITY OF ACTIVITIES

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Community Development has created a 2025 Legislative Plan to establish an outline for code updates goals in 2025. The Plan includes a number of code maintenance and updating activities across Chapters 16, 17, 18, and 19 of LMC ranging from clearing up inconsistencies to larger more involved updates to larger and more complex code sections. Staff is seeking City Council input on the proposed update outline and prioritization of activities.

STAFF CONTACT:

Nick Little, CED Director

Nick.little@ci.longview.wa.us

Attachments:

1. Memo to City Council - Leg Updates



Memorandum

TO: Longview City Council

FROM: Nick Little, CED Director

MEETING DATE: January 23rd, 2025

SUBJECT: Community Development 2025 Legislative Plan

The ongoing review, maintenance and upkeep of a city's development codes are critical to the success of a city and its stakeholders. Development codes are updated for any number of reasons: solving an emergent problem, fostering positive development patterns, or keeping up to date with changes in the development word. Updated development codes help the city stay competitive when attracting new development by providing a clear and consistent set of standards and review procedures and can often create new development opportunities that may not have existed previously.

What follows is Community Development's 2025 "Legislative Plan," a list of proposed code maintenance and updating activities across Chapters 16, 17, 18, and 19 of the LMC. The "Housekeeping" section includes relatively minor updates that remove inconsistencies and contradictions, and/or create a more streamlined review process. The "Major Code Updates" are items that require an in-depth review or have the potential to create more significant changes than simple housekeeping items. Finally, the "Ongoing Department Activities" section describes several code or process updates currently ongoing.

This outline is intended to be periodically updated as projects are completed, new projects added, or as City priorities are shifted. They are currently ordered based on staff review, potential impacts to existing or future developments, and "bang for the buck." We can rearrange the order of these items in any order that Council see fit.

Housekeeping Code Updates

These are largely minor code amendments that enhance consistency, correct discrepancies, and or provide for easier administration of the various development codes. Many of these updates do not require Planning Commission review and can proceed directly to Council once prepared. These updates can occur alongside other code updates and may involve minor updates among multiple ordinances to ensure consistency.

- Amend Board of Adjustment process for docketing reviews
- Eliminate requirement for Mylar final plats throughout subdivision ordinances
- Shared Driveway matrix update for consistency and usability

- Rescind Electrical Code
- Establish review procedures for Wireless Communications Facilities
- Clean up required parking spaces discrepancy; address definition and location of parking spaces for residential development review
- Review, update, or review various business license types and associated fees (in partnership with the Finance Department)
- Update LMC 16.13 (Sign Ordinance) to correct code references

Major Code Updates

Major updates are those updates that establish a new code, make significant alterations to existing development standards or processes, and may need additional review through the Planning Commission or other stakeholders. Most of these efforts will require a larger commitment of staff time or potentially have a larger impact City development patterns, processes, or timelines.

- Short Subdivision Ordinance
 - Raise maximum lot threshold
 - Eliminate Mylar requirement for final plats
 - Update improvements, standards, and timing
- Mobile Vendor
 - Establish clear review process and standards for Mobile Vendor/Food Trucks
 - Create clear development standards and guidelines for food truck pods
 - Modernize definitions of mobile vendors, food trucks, seasonal etc.
- Establish Excavation/Grading Permit and review process
 - New ordinance
- Accessory Dwelling Units
 - Re-examine review process
 - Review and potentially update current standards
- Variances
 - Establish tiered variance system

Ongoing Department Activities

These are items that are currently in process based on prior direction of Council, identified needs by staff, or as part of an ongoing strategic plan.

- Moving Fees to resolution and associated LMC updates
 - Removes numerical fee amounts from LMC
 - Adopts “Master Fee Schedule” via resolution
 - Other minor procedural updates to LMC
- Highlands Interim Regulations
 - Development of permanent zoning and developments standards for Highlands Neighborhood
- Fisher’s Lane Rezone
 - Rezone of City-owned property on Fisher’s Lane

January 16, 2025

- Updates to Shoreline Management Plan (site-specific)
- Move to fully digital permit intake, review, and issuance
 - Update of Current project/permit review processes
 - “Reboot” of permit system
 - Increase range and accuracy of data acquisition
- Critical Areas and Comprehensive Plan Update(s)
 - Required updates to ordinances and plans
 - To be completed by mid-2026
 - Partially grant funded
- Complete Data Mining/Data Centers Ordinance Updates
 - Drafting complete, beginning City Council Hearing process



City of Longview

Agenda Summary

CITY COUNCIL REVIEW OF PROPOSED COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE AND RELATED CODE UPDATES

RECOMMENDED ACTION:

CITY COUNCIL DIRECTION TO FINALIZE PROPOSED UPDATES AND RESOLUTION

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The purpose of this proposed code update package is to remove specific fee amounts from individual sections within the LMC to a master fee schedule, which would contain all the building, land use, environmental, and fire review fees in one location. This approach allows fees to more easily be amended in the future via resolution rather than updating individual ordinances. It also makes for a more transparent, user-friendly approach to locating applicable CED fees and reduces the chances for fees to be changed inappropriately, inconsistently, or fees to be missed in application.

Moving all the fees out of ordinance and into resolution will require minor amendments to 20 Chapters of Longview Municipal Code. A number of fees have been restructured and/or updated to better reflect staff effort, the review process, increase ease of use, and increase transparency. Most fees will remain unchanged for 2024; it is expected that a more holistic review of the CED fee schedule will occur next year, based on a more complete understanding of staff time and the cost-recovery goals of the City.

STAFF CONTACT:

Nick Little, CED Director

Nick.little@ci.longview.wa.us

Attachments:

1. Memorandum - CED Master Fee Schedule
2. Code Update Matrix
3. Targeted Code Sections
4. Community & Economic Development Master Fee Schedule (Combined)



Memorandum

TO: Longview City Council

FROM: Nick Little, CED Director

MEETING DATE: January 23rd, 2025

SUBJECT: Community Development Master Fee Schedule

The purpose of this proposed code update package is to remove specific fee amounts from individual sections within the LMC to a master fee schedule, which would contain all the building, land use, environmental, and fire review fees in one location. This approach allows fees to more easily be amended in the future via resolution rather than updating individual ordinances. It also makes for a more transparent, user-friendly approach to locating applicable CED fees and reduces the chances for fees to be changed inappropriately, inconsistently, or fees to be missed in application.

Moving all the fees out of ordinance and into resolution will require minor amendments to 20 Chapters of Longview Municipal Code. A number of fees have been restructured and/or updated to better reflect staff effort, the review process, increase ease of use, and increase transparency. Most fees will remain unchanged for 2024; it is expected that a more holistic review of the CED fee schedule will occur next year, based on a more complete understanding of staff time and the cost-recovery goals of the City.

What follows below is a brief summary of new fees and changes to fee structures proposed as part of this process. A "Code Update Matrix" has been provided for a quick guide to code sections being updated, and a "Targeted Code Sections" document is also attached which identifies the proposed code changes to each section in strikeout and underline format. Complete code sections are available in both strikeout/underline and clean format.

NEW FEES

- **Major Preapplication**
 - New fee to cover partial cost recovery for staff time spent scheduling, preparing, attending, and follow up for preapplication meetings. The fee proposal also include a partial credit for future applications pertaining to the project reviewed in the preapplication meeting.
- **Minor Preapplication**
 - New fee to cover partial cost recovery for staff time spent scheduling, preparing, attending, and follow up for preapplication meetings. The fee proposal also include a partial credit for future applications pertaining to the project reviewed in the preapplication meeting.
- **Administrative Overhead** (hourly)

- Several sections in LMC refer to the need for an applicant to pay for public notice, including administrative overhead. This fee reflects an approximate cost for administrative overhead on an hourly basis. Typical application notice requirements require about an hour of staff time.
- **Combined Zoning/Comp Plan Amendment**
 - New fee to be used when a zoning amendment and a comprehensive plan amendment are processed at the same time, rather than individual fees for each process. The two processes frequently occur in tandem, with shared documentation and combined hearing(s).
- **Wireless Communication Facilities (WCF)**
 - The ordinance creates three review types for WCF, however it neglects to reference what those three processes. As such, two of the three fees are placeholders until this issue is resolved through future code updates. For now, the only fee to be applied to Wireless Facilities is the lowest level fee, which is based off the special use review process.

CHANGES TO FEE STRUCTURE

- **Consolidation of Appeals**
 - Appeals fees were consolidated based on which body hears the appeal. The fees themselves remain unchanged.
- **Public Notice Costs**
 - Pursuant to LMC, public notice costs for certain application are to be paid by the applicant. This includes variances, special uses, and applicant-initiated comp plan amendments. Costs typically include administrative overhead, postage when needed, and publication of legal ads.
- **Special Use Permits/Accessory Dwelling Units**
 - This fee has been restructured to better reflect the review procedures for ADU applications relative to other special land use reviews. The fees for ADU review was reduced relative to other special land use reviews to better reflect the prescriptive nature of their review and to lower the barrier for ADU applications.
- **Short Plat Review**
 - The Short Subdivision fees were restructured to reflect the two-stage approach to short subdivision as prescribed by LMC. The overall fee is unchanged, and is now split into two separate fees, paid at separate times, to better reflect the process, staff effort, and reduce the potential for refunds should an project be withdrawn.
- **Subdivision Alteration/Vacation**
 - Fees were restructured to create separate fee items for subdivision alterations, vacations, and modification. The proposed fees for these actions are the same as the original subdivision fee, minus the additional per-lot cost.
- **SEPA DNS**
 - Code updated to reflect the City's application fee for SEPA threshold determinations that has been in effect since at least 2017. The established fee amount remains unchanged. Fee structure largely remains unchanged.

Attachments:

Code Update Matrix

Targeted Code Sections

Community and Economic Development Master Fee Schedule (Combined)

2025 Fee Conversion: Code Update Matrix

Chapter 16.02 BUILDING CODE

Code Section	Fee	Description
109.2.1 Building Permit Fees	Establishes fees for building permits	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule
109.2.1.3 Plan Review Fees	Establishes fees for building plan review as % of building permit fee	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule
109.2.1.1 Manufactured Home Permit Fees	Establishes fees for manufactured home placement	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule
109.2.1.2 Wood Stove Permit Fees	Establishes fee for wood stove installation permits	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule
109.2.2 Mechanical Permit Fees	Establishes fees for mechanical permits	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule
109.2.3 Plumbing Permit Fees	Establishes fees for plumbing permits	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule

CHAPTER 16.13 UNIFORM SIGN CODE

Code Section	Fee	Description
16.13.015 Uniform Sign Code - Section 304 Amended - Permit Fees	Establishes fees for sign permits and sign plan review	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule. Also removes incorrect code citation.
16.13.020 Amendments to Sign Code	Establishes fees for sign permits	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule. Also removes incorrect code citation.

CHAPTER 16.30 PROPERTY MAINTENANCE CODE

Code Section	Fee	Description
16.30.140 Amendments to International Property Maintenance Code	Establishes hourly rate requested site inspections of properties for compliance	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule.

CHAPTER 16.48 FENCES

Code Section	Fee	Description
16.48.040 Waiver or Reduction of Requirements	Establishes fee for fence variances separately from general variances	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule

CHAPTER 16.75 WIRELESS COMMUNICATION FACILITIES

Code Section	Fee	Description
16.75.030 - Applicability, Review, and Permits Required	Establishes ability to charge consultant's cost to applicant; also refers to base fees and application fees	Minor update to reference "Community Development Master Fee Schedule" instead of "city's fee resolution"
16.75.040 - Types of Permits - Priority - References - Restrictions	Establishes application fees	Minor update to reference "Community Development Master Fee Schedule" instead of "city's fee resolution"

CHAPTER 17.02 GENERAL PROVISIONS [Environmental]

Code Section	Fee	Description
17.02.070 - Fees	Establishes fees for SEPA, Critical Areas, Shorelines, and Stormwater Review	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule

CHAPTER 17.10 CRITICAL AREAS

Code Section	Fee	Description
17.10.040 - Relationship to Other Regulations, Interpretation, Authority, and Fees	Establishes authority for critical areas fees; identifies that critical areas assessment costs are borne by the applicant	Minor update to reference "Community Development Master Fee Schedule" instead of referencing back to LMC 17.02.

CHAPTER 17.20 ENVIRONMENTAL PROTECTION - ENACTMENT

Code Section	Fee	Description
17.20.250 - Fees	Establishes fees, if any, for SEPA Threshold Determination	Updated to reference Community Development Master Fee Schedule. Aligns the code language with the previous fee table from 17.02, as well as aligns with current and past practices.

CHAPTER 17.60 SHORELINES MASTER PROGRAM

Code Section	Fee	Description
17.60.010 - Shorelines Maser Program - Adopted by Reference	Establishes Shorelines Permit Fees	Minor update to reference "Community Development Master Fee Schedule" instead of referencing back to LMC 17.02.

CHAPTER 18.10 INTERNATIONAL FIRE CODE

Code Section	Fee	Description
18.10.060 - Fire Code Permit, Plan Review, and Inspection Fees	Establishes fire code permit, fire code plan review, and fire code inspection fees	Specific Fee amounts removed from code and added references to Community Development Master Fee Schedule. No changes to fee amounts are proposed at this time.
18.10.100 - Additiona, Insertions, Deletions, and Changes to Chapter 51-54A WAC (Fire Code)	Establishes permit fee for retail sales (fireworks stands)	Specific Fee amount removed from code and added references to Community Development Master Fee Schedule. Updated language to remove City Clerk as the recipient of the fee.

CHAPTER 19.06 General Provisions [Zoning]

Code Section	Fee	Description
19.06.060 - Fees	Establishes fee for most planning activities	Removes fee table from ordinance and adds reference to Community Development Master Fee Schedule. Also updated the additional fee for resubmittals from a "shall" to a "may" to allow flexibility and removed reference to Table 19A from LMC 19.06.

CHAPTER 19.12 Appeal Board of Adjustment

Code Section	Fee	Description
19.12.080 - Special Property Uses - Application - Fee	Establishes fee for Special uses and publication of notices	Minor update to reference "Community Development Master Fee Schedule" instead of referencing back to Table 19A from LMC 19.06.
19.12.150 - Variance - Application - Fee - Hearing Decision	Establishes fee for Variances and publication of notices	Minor update to reference "Community Development Master Fee Schedule" instead of referencing back to Table 19A from LMC 19.06.
19.12.190 - Appeal - Transcript - Fees	Establishes fees for preparing and certifying a transcript of the proceedings	Specific Fee amount removed from code and added references to Community Development Master Fee Schedule.

CHAPTER 19.22 SUPPLEMENTAL RESIDENTIAL ZONING STANDARDS

Code Section	Fee	Description
19.22.025 - Accessory Dwelling Units	Establishes fees for Accessory Dwelling Units	Updated to reference "Community Development Master Fee Schedule" instead of referencing back to "the building code." Clarified that ADU this fee was for the building permit, not the special use review, which is covered in LMC 19.12.080

CHAPTER 19.42 FARMER'S MARKETS IN RESIDENTIAL DISTRICTS

Code Section	Fee	Description
19.42.040 - Operating Standards	Establishes application fee for Farmer's Markets	Minor update to reference "Community and Economic Development Department Master Fee Schedule" instead of referencing back to LMC 19.06.

CHAPTER 19.66 PPLANNED UNIT DEVELOPMENT

Code Section	Fee	Description
19.66.080 - Submittal Requirements	Establishes fees for PUD review	Updated to include refrence to Community and Economic Development Master Fee Schedule instead of simply "established fees"
19.66.120 - Final PUD Approval	Final PUD Approval process, refers to LMC 19.80	Updated to include refrence to Community and Economic Development Master Fee Schedule instead of the implied reference to LMC 19.80.

CHAPTER 19.67 SHORT SUBDIVISIONS

Code Section	Fee	Description
19.67.30 - Preliminary Short plat Approval	Establishes fee for preliminary Short Plat Approval	Updated to include refrence to Community and Economic Development Master Fee Schedule instead of simply "applicable fees"
19.67.040 - Final Short plat Approval	Establishes fee for Final Short Plat Approval	Updated to include refrence to Community and Economic Development Master Fee Schedule instead of simply "applicable fees"

CHAPTER 19.68 Boundary Line Adjustments

Code Section	Fee	Description
19.68.050	Establishes fee for BLA review	Updated to include refrence to Community and Economic Development Master Fee Schedule instead of reference to a generic City Council resolution.

CHAPTER 19.80 Longview Subdivision Code

Code Section	Fee	Description
19.80.090 - Fees	Establishes fees for subdivision review	Updated to reflect Community and Economic Development Master Fee Schedule.
19.80.160 - Final Plat Procedure	Establishes application and inspection fees for final plat; references payment of Engineering fees	Updated to reflect Community and Economic Development Master Fee Schedule. Second reference updated to refer back to LMC 12.08 and 12.10 for the Engineering fees.
19.80.170 - Final Plat Drawing and Recording	Establishes process for recording and payment of fees to the City	Structure changed - amended to put the act of recording the final plat back on the applicant rather than the City.

CHAPTER 19.81 AMENDMENTS

Code Section	Fee	Description
19.81.040 - Initiation by Property Owner - Fees	Establishes fee for zoning amendments	Updated to reflect Community and Economic Development Master Fee Schedule.

CHAPTER 19.80 Longview Subdivision Code

Code Section	Fee	Description
19.90.040 - Application Requirements	Establishes fee for BSP review	Updated to reflect Community and Economic Development Master Fee Schedule.
19.90.090 - Recording	Establishes process for recording and payment of fees to the City	Structure changed - amended to put the act of recording the final plat back on the applicant rather than the City. Separate fees identified for alteration, vacation, and modifications

2025 Updates to LMC – Transition to Community Development Master Fee Schedule

This document contains the specific code section and language changes to Chapters 16, 17, and 18 of the Longview Municipal Code (LMC) that are proposed with this code update package. Code changes are presented in strikeout/underline format, with new language highlighted for each section. This format is intended to provide an overall look at the updated language in each code section and subsection. To see each section in the larger context of the overall ordinance, it is recommended to review the full Chapter updates, which are provided in both a strikeout/underline and clean format for each LMC Chapter. A brief description of each of the code changes is also provided in the provided code change matrix.

CHAPTER 16.02 – BUILDING CODE

Section 109.2.1 [Building Permit Fees]

Section 109.2.1 is hereby added, reading as follows:

Section 109.2.1 Building Permit Fee

~~The fee for each building permit shall be as set forth in Table 1-A herein.~~

Table 1-A – Building Permit Fees

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$31.30
\$501.00 to \$2,000.00	\$31.30 for the first \$500.00 plus \$4.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$98.45 for the first \$2,000.00 plus \$18.80 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$523.00 for the first \$25,000.00 plus \$13.25 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$848.75 for the first \$50,000.00 plus \$9.44 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,310.00 for the first \$100,000.00 plus \$7.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,263.24 for the first \$500,000.00 plus \$6.32 for each

Table 1-A—Building Permit Fees

TOTAL VALUATION	FEE
	additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,394.00 for the first \$1,000,000.00 plus \$5.20 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees:		
1.	Inspections outside of normal business hours	\$62.00 per hour ¹ (minimum charge—two hours)
2.	Reinspection fees	\$62.00 per hour ¹
3.	Inspections for which no fee is specifically indicated	\$62.00 per hour ¹ (minimum charge—one-half hour)
4.	Additional plan review required by changes, additions or revisions to plans	\$62.00 per hour ¹ (minimum charge—one-half hour)
5.	For use of outside consultants for plan checking and inspections, or both	Actual Costs ²
6.	Investigation fee for work commenced prior to obtaining a permit	100% of usual permit fee

1. Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

2. Actual costs include administrative and overhead costs.

The fee for each building permit shall be as established in the Community and Economic Development Department Master Fee Schedule.

Section 109.2.1.1 [Manufactured Home Permit Fees]

Section 109.2.1.1 is hereby added, reading as follows:

Section 109.2.1.1 Inspection Fee – Manufactured Housing

The fees for inspections of manufactured housing situated in a mobile home park shall be as follows: **set forth in the Community and Economic Development Department Master Fee Schedule.**

(a) Single wide \$132

~~(b) Double wide \$165~~

~~(c) Triple wide \$197~~

Section 109.2.1.2 [Wood Stove Permit Fees]

Section 109.2.1.2 is hereby added, reading as follows:

Section 109.2.1.2 Inspection Fee – Wood Stoves

The fees for inspection of free-standing wood stoves shall be as set forth in the Community and Economic Development Department Master Fee Schedule.

Section 109.2.1.3 [Plan Review Fees]

Section 109.2.1.3, Plan Review Fees, is added as follows:

When submittal documents are required by Section 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee for reviews relating to the provisions of the International Residential Code for One- and Two-Family Dwellings shall be 65 percent of the building permit fee and said plan review fee for all other reviews shall be 70 percent of the building permit fee as shown in the Community and Economic Development Department Master Fee Schedule. The plan review fees specified in this section are separate fees from the permit fees specified in Section 109.2.1 and are in addition to the permit fees.

A building plan for one and two-family dwellings may be used repetitively upon request of the applicant and approval of the building official. When approved, the “Same As” plan shall be retained on file as a master plan. A building master plan may be used repetitively provided:

- 1) All “Same As” development shall occur within the code cycle under which the master plan is approved.
- 2) All “Same As” development shall occur within the same subdivision.
- 3) The initial application submittal shall include three (3) complete sets of plans, including all supporting documentation, and one (1) limited set of plans consisting of a site plan, floor plan and exterior elevations only.
- 4) All subsequent “Same As” applications shall not deviate from the approved master plan.
- 5) Payment of all appropriate fees. The plan review fee for “Same As” plans submitted subsequent to the initial submittal shall be reduced to 30% of the building permit fee.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.2, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Section 109.2.2 [Mechanical Permit Fees]

Section 109.2.2 is hereby added, reading as follows:

Section 109.2.2 Mechanical Permit Fee

The fee for each mechanical permit shall be ~~as set forth in Table 2-A herein.~~ as set forth in the Community and Economic Development Department Master Fee Schedule.

Table 2-A Mechanical Permit Fees		
Permit Issuance		
1.	For the issuance of each mechanical permit	\$28.50
2.	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$14.25
Unit Fee Schedule		
(Note: The following do not include permit-issuing fee.)		
Equipment		
1.	For the installation or relocation of each of the following pieces of equipment:	\$20.50
•	Furnace—forced air or gravity (includes ducts and vents)	
•	Boiler	
•	Compressor and/or Absorption System (includes heat pumps)	
•	Evaporative Coolers	
•	Air Handler (Not part of an HVAC system)	
•	Ventilation system (Not part of an HVAC system)	
•	Ventilation hood (includes associated ductwork)	
•	Fireplace Insert, Gas fireplace	
•	Incinerator	
•	Fire damper, smoke damper or combination fire/smoke damper	

Table 2 A Mechanical Permit Fees		
•	Equipment regulated by the mechanical code but not specifically listed	
2.	Repairs or addition to each piece of equipment or system	\$18.25
Vents		
1.	For the installation of the following:	\$10.25
•	Appliance vent (for a piece of equipment not requiring mechanical permit)	
•	Ventilation fan connected to single vent	
Piping Systems		
1.	For the installation of each of the following piping systems up to four outlets:	\$7.15
•	Gas piping	
•	Hazardous Process Piping	
•	Non-Hazardous Process Piping	
2.	For the installation of each outlet exceeding four	\$3.15
Other Inspections and Fees		
1.	For any of the following services:	\$62
•	Inspections outside of normal business hours, per hour	
•	Re-inspection fees assessed under provisions of Section 116.6, per inspection	
•	Inspections for which no fee is specifically indicated, per hour	
•	Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge — one-half hour)	
2.	*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment,	

Table 2-A Mechanical Permit Fees		
	hourly wages and fringe benefits of the employees involved.	
3.	Investigation fee for work commenced prior to obtaining a permit	100% of usual permit fee

Section 109.2.3 [Plumbing Permit Fees]

Section 109.2.3 is hereby added, reading as follows:

Section 109.2.3 Plumbing Permit Fee

The fee for each plumbing permit shall be ~~as set forth in Table 3-A herein~~ as set forth in the Community and Economic Development Department Master Fee Schedule.

Table 3-A Plumbing Permit Fees		
Permit Issuance		
1.	For issuing each permit	\$28.50
2.	For issuing each supplemental permit	\$14.25
Unit Fee Schedule (in addition to items 1 and 2 above)		
Fixtures, devices and equipment		
1.	For the installation or relocation of each of the following:	\$9.15
•	Each fixture requiring a trap (includes piping and backflow protection for that fixture)	
•	Water heater (includes vent)	
•	Industrial waste interceptor	
•	Grease trap	
•	Water treatment equipment	
•	Lawn sprinkler system (includes backflow protection)	
•	Backflow Preventer	
	Equipment regulated by the plumbing code but not specifically listed (piping and backflow protection therefor)	
2.	Repairs or addition to each fixture, piece	\$9.15

Table 3-A Plumbing Permit Fees		
	of equipment or system	
Building Sewer		
1.	For the installation of each building sewer or trailer park sewer	\$20.50
Gas Piping System		
1.	For the installation of each gas piping system up to four outlets	\$7.15
2.	For the installation of each outlet exceeding four	\$3.15
Other Systems		
1.	Rainwater systems—Per drain (inside building)	\$9.15
2.	Private sewage disposal system	\$32.50
3.	Graywater system	\$32.50
4.	Installation and testing of reclaimed water system	\$38.75*
5.	Annual testing of reclaimed water system	\$38.75*
6.	For each medical gas piping system for a specific gas—up to five outlets or inlets	\$62
7.	For each additional medical gas outlet over five outlets	\$7.15
Other Inspections and Fees		
1.	For any of the following services:*	\$62
•	Inspections outside of normal business hours, per hour	
•	Re-inspection fees assessed under provisions of Section 103.5.6, per inspection	
•	Inspections for which no fee is specifically indicated, per hour	
•	Additional plan review required by changes, additions or revisions to plans or to plans for which an	

Table 3-A Plumbing Permit Fees		
	initial review has been completed (minimum charge— one-half hour)	
2.	*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
3.	Investigation fee for work commenced prior to obtaining a permit	100% of usual permit fee

~~*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.~~

CHAPTER 16.13 – UNIFORM SIGN CODE

Section 16.13.015 – Uniform Sign Code – Section 304 amended – Permit Fees

Section 304 is amended to read as follows:

Sec. 304 Fees

- (1) For the installation, erection, re-erection, construction, alteration or maintenance of a sign, the permit fee shall be based on Table 1-A of the 1997 Uniform Building Code (value) as amended in Longview Municipal Code Section 16.01.060 as set forth in the Community and Economic Development Department Master Fee Schedule.
- (2) The plan review fee for sign installation, erection, re-erection, construction, or alteration shall be 70% of the permit fee.

Section 16.13.020 – Amendments to Uniform Sign Code

Section 304. Fees.

For the installation, erection, re-erection, construction, alteration or maintenance of a sign, the permit fee shall be based on Table 1-A of the 1997 Uniform Building Code as set forth in the Community and Economic Development Department Master Fee Schedule.

CHAPTER 16.30 – PROPERTY MAINTENANCE CODE

16.30.140 - Amendments to International Property Maintenance Code

Section 103.5, Fees, is amended to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

The fees for requested site inspections of properties within the city, for compliance as set forth herein, shall be based on the hourly building inspection rates as established in the Community and Economic Development Department Master Fee Schedule. ~~Section 16.02, Table 1-A (hourly cost rates) of the Longview Municipal Code.~~

CHAPTER 16.48 – FENCES

16.48.040 – Waiver or Reduction of Requirements

(1) Recognizing that there may be situations in which the height and location of fences do not affect safety or the public welfare, it is provided that notwithstanding any provisions in this chapter to the contrary, where any of the hereinafter specified conditions exist, the owner or tenant of real property may request the appeal board of adjustment to waive or reduce the requirements of this chapter. Such appeal board of adjustment, upon determining that any provision of this chapter shall be waived or reduced for any such applicant, may impose such restrictions as they deem necessary in view of the particular facts as represented by the owner or tenant, taking into consideration the prevention of fires,

the public health and safety and the surrounding neighborhood. The fee for processing a fence waiver or reduction of requirements shall be ~~\$463.00~~ as set forth in the Community and Economic Development Department Master Fee Schedule.

CHAPTER 16.75 – WIRELESS COMMUNICATION FACILITIES

Section 16.75.030 – Applicability, Review, and Permits Required

(6) The city may, at its discretion, contract with independent engineering and/or technical review consultant(s) to review the permit application. The applicant shall be responsible for actual costs charged by the consultant, in addition to any base fees and application fees set forth in the city's fee resolution Community and Economic Development Department Master Fee Schedule. Based on the results of the independent technical review, the city may require changes or request additional information to complete the application review. The independent consultant shall only review and comment on those items within its expertise. For instance, a radio frequency engineer shall not review and comment on the structural integrity of a tower, but shall limit its review to reports prepared by the applicant's radio frequency engineer.

Section 16.75.40 Types of Permits – Priority – Preferences – Restrictions

(5) Application Procedure. The applicant shall submit a completed application in a form established by the director along with the initial application fee as set forth in the city's current fee resolution Community and Economic Development Department Master Fee Schedule. The application shall contain such information as the director may deem necessary or useful, and shall include:

CHAPTER 18.10 – INTERNATIONAL FIRE CODE

Section 18.10.060 – Fire Code Permit, Plan Review, and Inspection Fees

- (1) For installation or alteration of any of the required construction permits as listed in the fire code, Section 105.6, a permit fee will be assessed based on value as amended by Chapter 16.02 LMC, Table 1-A as established in the Community and Economic Development Department Master Fee Schedule.
- (2) Plan review fees for required construction permits shall be 70 percent of the permit fee.
- (3) A fee of ~~\$62.00~~ as established in the Community and Economic Development Department Master Fee Schedule shall be collected for all operational permits required by the fire code, Section 105.5. Where more than one operational permit is required at the same premises, the fee for each additional permit shall be one-half of the original fee.
- (4) A fee of ~~\$62.00~~ as established in the Community and Economic Development Department Master Fee Schedule shall be collected for all special event reviews and inspections for the purpose of reviewing fire department access routes, general fire protection requirements, life safety requirements or other reviews conducted pursuant to the international codes, standards and ordinances adopted by the city.
- (5) A fee of ~~\$20.00~~ as established in the Community and Economic Development Department Master Fee Schedule shall be collected annually for the inspection of certificate of occupancy permits required under International Building Code Chapter 1, Section 111.
- (6) Building plan review fees as required by LMC 18.10.050 for calculation of required fire flows, review of fire department access routes, general fire protection requirements, life safety requirements or other reviews conducted pursuant to the international codes, standards and ordinances adopted by the city shall be ~~five percent of the building permit fee designated by Chapter 16.02 LMC, Table 1-A~~ as established in the Community and Economic Development Department Master Fee Schedule, except for group R-3 and U occupancies.
- (7) Reinspections, preliminary inspections and other special inspections required or requested shall be calculated at ~~\$62.00 per hour~~ at a rate established in the Community and Economic Development Department Master Fee Schedule.

CHAPTER 17.02 GENERAL PROVISIONS [Environmental]

Section 17.02.070 – Fees

The fees to be paid upon the filing of a petition or application relating to environmental protection review and permits shall be as set forth in Table 17-A of the Longview Municipal Code.

Table 17-A – Longview Fee Schedule for Environmental Review and Permits

ACTION	FEE
PLANNING STAFF REVIEWS	
State Environmental Policy Act (SEPA) DNS	\$579
SEPA MDNS	\$879
SEPA DS/EIS	\$4,634
SEPA DNS appeal	\$579
SEPA MDNS appeal	\$879
SEPA DS/EIS appeal	\$4,634
SEPA exemption	\$115
Critical areas review/determination	\$115
Critical areas appeal	\$115
Floodplain permit	\$290
Shoreline substantial development permit (SDP) application	\$1,159
Shoreline application revision	\$290
Shoreline exemption	\$115
Shoreline conditional use	\$579
Shoreline conditional use with SDP	\$115
Shoreline variance	\$579
Shoreline variance with SDP	\$115

ACTION	FEE
Shoreline appeal	\$290
STORMWATER REVIEW	
Review of private stormwater retention/detention systems	Based on valuation and calculated per Chapter 16.02 LMC, Table 1-A and Section 109.2.1
Review of private stormwater systems where capacity is secured in an approved off-site regional public retention/ detention facility	\$31
Other Inspections and Fees:	
1. Additional review required by changes, additions or revisions to submitted documents (minimum charge – one-half hour)	\$62 per hour ¹
2. For use of outside consultants	Actual costs ²

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

Upon filing of a petition or application relating to environmental protection review, critical areas reviews, associated permits, or other administrative actions, fees shall be paid according to the Community and Economic Development Department Master Fee Schedule established via resolution by City Council or as hereafter amended.

When submittal documents are incomplete or changed so as to require additional review or when the project involves deferred submittal documents, an additional review fee shall may be charged at the rate shown in amended Table 17-A. on the Community and Economic Development Department Master Fee Schedule.

CHAPTER 17.10 CRITICAL AREAS

Section 17.10.040 – Relationship to Other Regulations, Interpretation, Authority, and Fees

(4) Fees.

(a) The applicant shall be responsible for the initiation, preparation, submission, and expense of any required reports, assessments, studies, plans, and other work prepared in support of or necessary to review the application.

(b) Fees are set in Chapter 17.02 LMC, General Provisions. as established in the Community and Economic Development Department Fee Schedule.

CHAPTER 17.20 ENVIRONMENTAL PROTECTION - ENACTMENT

Section 17.20.250 – Fees

The city shall require the following fees for its activities in accordance with the provisions of this chapter:

(1) Threshold Determination. ~~The city shall not collect a fee for threshold determinations.~~ Fees for threshold determinations are as established in the Community and Economic Development Department Master Fee Schedule.

CHAPTER 17.60 SHORELINES MASTER PROGRAM

Section 17.60.010 – Shorelines Master Program – Adopted by Reference

The city adopts by reference the 2021 updated shorelines master program for Longview, Washington, and incorporates the same in this chapter as though set forth in detail in this chapter. Not less than three copies thereof have been and are now on file in the office of the clerk of the city and available online at <https://www.mylongview.com/159/Shoreline-Master-Program>.

Note: Shoreline permit fees are provided in ~~Chapter 17.02 LMC, General Provisions.~~ in the Community and Economic Development Master Fee Schedule established via resolution by City Council or as hereafter amended.

CHAPTER 18.10 INTERNATIONAL FIRE CODE

Section 18.10.060 – Fire Code Permit, Plan Review, and Inspection Fees

(1) For installation or alteration of any of the required construction permits as listed in the fire code, Section 105.6, a permit fee will be assessed based on value as amended by Chapter 16.02 LMC, Table 1-A as established in the Community and Economic Development Department Master Fee Schedule.

(2) Plan review fees for required construction permits shall be 70 percent of the permit fee.

(3) A fee of ~~\$62.00~~ as established in the Community and Economic Development Department Master Fee Schedule shall be collected for all operational permits required by the fire code, Section 105.5. Where more than one operational permit is required at the same premises, the fee for each additional permit shall be one-half of the original fee.

(4) A fee of ~~\$62.00~~ as established in the Community and Economic Development Department Master Fee Schedule shall be collected for all special event reviews and inspections for the purpose of reviewing fire department access routes, general fire protection requirements, life safety requirements or other reviews conducted pursuant to the international codes, standards and ordinances adopted by the city.

(5) A fee of ~~\$20.00~~ as established in the Community and Economic Development Department Master Fee Schedule shall be collected annually for the inspection of certificate of occupancy permits required under International Building Code Chapter 1, Section 111.

(6) Building plan review fees as required by LMC 18.10.050 for calculation of required fire flows, review of fire department access routes, general fire protection requirements, life safety requirements or other reviews conducted pursuant to the international codes, standards and ordinances adopted by the city shall be ~~five percent of the building permit fee designated by Chapter 16.02 LMC, Table 1-A~~ as established in the Community and Economic Development Department Master Fee Schedule, except for group R-3 and U occupancies.

(7) Reinspections, preliminary inspections and other special inspections required or requested shall be calculated at ~~\$62.00 per hour~~ at a rate established in the Community and Economic Development Department Master Fee Schedule

Section 18.10.100 – Additions, Insertions, Deletions and Changes to Chapter 51-54A WAC (Fire Code)

5601.1.9 Retail sales permit fee.

The annual retail sales permit fee for each retail sales permit issued hereunder shall be ~~\$100.00~~ as established in the Community and Economic Development Department Master Fee Schedule, which shall be paid to the City Clerk at the time such license is issued. All retail sales permits shall expire at the

end of the calendar year in which they are issued. Said fee shall be paid in full regardless of the month during any calendar year that said permit is issued and shall not be refunded.

CHAPTER 19.06 GENERAL PROVISIONS [Zoning]

Section 19.06.060 - Fees.

The fees to be paid upon the filing of a petition or application relating to land use decisions, planning commission actions, and appeal board of adjustment actions shall be as set forth in Table 19-A:

Table 19-A—Longview Fee Schedule for Planning Actions

ACTION	FEE
PLANNING COMMISSION AND STAFF	
Subdivision — Preliminary plat	\$1,738 + \$81 per lot
Subdivision — Preliminary plat extension	\$339
Subdivision — Final plat	\$1,738 + \$81 per lot
Short plat	\$1,159
Short plat appeal	\$1,159
Binding site plan A	\$1,159 + \$81 per lot
Binding site plan B	\$2,317 + \$105 per lot
Planned unit development — Preliminary	\$2,317 + \$105 per lot
Planned unit development — Final	\$2,317 + \$105 per lot
Planned unit development — Amendment	\$696
Boundary line adjustment	\$349
Boundary line adjustment appeal	\$349
Vacation hearing	\$349
Rezone request	\$2,317
Zoning text amendment request	\$2,317
Comprehensive plan amendment request	\$2,317

ACTION	FEE
Special property use hearing for D-C district	\$696
APPEAL BOARD OF ADJUSTMENT	
Appeal of administrative decision	\$463
Review of the building official's interpretation	\$463
Similar use determination	\$463
Special property use hearing	\$696
Variance hearing	\$1,159
Seasonal sales temporary use permit	\$62
OTHER INSPECTIONS AND FEES	
1. Additional review required by changes, additions or revisions to submitted documents (minimum charge — one-half hour)	\$62 per hour ¹
2. For use of outside consultants	Actual costs ²
¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. ² Actual costs include administrative and overhead costs.	

Upon filing of a petition or application relating to land use decisions, planning commission actions, appeal board of adjustment, or other administrative actions, fees shall be paid according to the Community and Economic Development Department Master Fee Schedule established via resolution by City Council or as hereafter amended.

When submittal documents are incomplete or changed so as to require additional review or when the project involves deferred submittal documents, an additional review fee shall may be charged at the rate shown in amended Table 19-A the Community and Economic Development Department Master Fee Schedule.

CHAPTER 19.12 APPEAL BOARD OF ADJUSTMENT

Section 19.12.080 – Special Property Uses – Application – Fee

All applications for special property uses permitted by this title shall be submitted in writing to the office of the building official. Each such application shall contain the name and mailing address of the applicant or applicants, the legal description of the property for which the special property use is requested, the nature of the special use requested, a concise statement as to the reasons why such property is needed for and suited to such special use, and a statement or document verifying the applicants, ownership of the property or interest in the property through lease, option or other such binding agreement with the owner. The application shall be accompanied by a plot plan, drawn to scale, showing the dimensions of any and all existing structures and all structures to be erected on the property involved and the yard areas thereof. The board or building official may, at any time, require the applicant to furnish such additional information as may be necessary to enable the board to determine whether such application should or should not be granted. With each application filed for a special property use there shall be paid by the applicant, at the time of filing the application with the community and economic development department, a fee in accordance with ~~Table 19-A~~ the Community and Economic Development Department Master Fee Schedule to defray the city's costs and expenses in processing such application, including the publication and mailing of the notices hereinafter required..

Section 19.12.150 – Variances – Application – Fee – Hearing – Decision

(2) With each application filed for a variance there shall be paid by the applicant, at the time of filing the application with the community development department, a fee in accordance with ~~LMC 19.06.060~~ the Community and Economic Development Department Master Fee Schedule to defray the city's costs and expenses in processing such application, including the publication and mailing of the notices required.

Section 19.12.190 – Appeal – Transcript – Fees

Within 20 days from the filing of the notice of appeal, the appellant shall file with the clerk of the superior court a transcript of all of the proceedings before the board, including the order or decision from which the appeal is taken. The transcript shall be prepared under the supervision of the secretary of the board and shall be certified by the secretary to contain a full, true and correct copy of all matters and proceedings required to be in the transcript. The fee for preparing and certifying the transcript shall be ~~\$20.00 for the first legal size page and \$10.00 for each additional legal size page,~~ as determined by the Community and Economic Development Department Master Fee Schedule, which fee shall be paid to the office of the city clerk. The secretary of the board shall be under no duty to surrender the transcript to the appellant until the fees are paid. All fees so received shall be surrendered to the city treasurer for deposit in the general fund of the city. Resubmittals

CHAPTER 19.22 SUPPLEMENTAL RESIDENTIAL ZONING STANDARDS

Section 19.22.025 – Accessory Dwelling Units

(h) The following permit and inspection requirements shall be met:

(i) No ADU may be added to, created within, or constructed upon the same lot as a single-family dwelling without a permit having been issued by the community development department;

(ii) All applications for ADU building permits shall be on forms provided by the community development department, and the fee for such permit shall be as provided in the building code in the Community and Economic Development Department Master Fee Schedule;

CHAPTER 19.42 FARMER’S MARKETS IN RESIDENTIAL DISTRICTS

Section 19.42.040 – Operating Standards

(11) Each year, before the market begins, a site plan (application) shall be submitted to the community development department along with a review fee as provided in ~~Chapter 19.06 LMC~~ the Community and Economic Development Department Master Fee Schedule. The site plan shall demonstrate how the above operating standards will be met.

CHAPTER 19.66 PLANNED UNIT DEVELOPMENT

Section 19.66.080 – Submittal Requirements

An application for approval of a PUD shall be submitted to the community development department on forms provided by the department along with **payment of fees as established fees in the Community and Economic Development Department Master Fee Schedule**. For those PUD developments that include the division of land, a PUD application shall only be accepted as complete if it is submitted concurrent with an application for preliminary plat approval that includes all information required pursuant to Chapter 19.80 LMC and other applicable city regulations. Twenty-five copies of all associated application materials must be submitted in hard copy format. Digital application materials (e.g., CD copies) may fulfill a portion of the required hard copy applications as approved by the city. An applicant for a PUD shall submit the following items to the city, unless the director finds in writing that one or more submittals are not required due to unique circumstances related to a specific development proposal:

Section 19.66.120 – Final PUD Approval

Final PUD approval shall be granted upon completion of all PUD and preliminary plat conditions in accordance with the procedure set forth for final plat approval in Chapter 19.80 LMC. A final PUD application shall be submitted on forms prepared by the city **and include applicable fees as established in the Community and Economic Development Department Master Fee Schedule**. A PUD that does not include the division of land shall not be subject to the final PUD approval procedures of this section.

CHAPTER 19.67 SHORT SUBDIVISIONS

Section 19.67.030 – Preliminary Short Plat Approval

(2) Application/Fees. The following items are required, in quantities specified by the city of Longview, for a complete short plat application for preliminary approval. Items may be waived if, in the judgment of the community development director, they are not applicable to the proposal:

(a) Completed preliminary short plat application form as prescribed by the community development director with the applicable application fee **as identified in the Community and Economic Development Department Master Fee Schedule**;

Section 19.67.040 – Final Short Plat Approval

(1) Application. The following items are required, in quantities specified by the community development director, for a complete application for final plat approval. Items may be waived if in the judgment of the community development director the items are not applicable to the particular proposal:

(a) Completed short plat final approval form and applicable fees as identified in the Community and Economic Development Department Master Fee Schedule;

CHAPTER 19.68 BOUNDARY LINE ADJUSTMENTS

Section 19.68.050 – Application

(9) A fee as established ~~by the city council by resolution.~~ in the Community and Economic Development Department Master Fee Schedule.

CHAPTER 19.80 LONGVIEW SUBDIVISION CODE

Section 19.80.090 – Fees

Fees for applications and permit review associated with actions authorized by this are as ~~prescribed in LMC 19.06.060~~ established in the Community and Economic Development Department Master Fee Schedule and shall be paid to the city with the filing of each application. Such payment shall be made to the department of community development.

Section 19.80.160 – Final Plat Procedure

(i) Payment of any inspection and final application fees as required by this chapter and ~~Chapter 19.06 LMC;~~ as established in the Community and Economic Development Department Master Fee Schedule;

(d) When the city engineer is satisfied with the detail and computations of the plat, determines that the plat conforms to the preliminary plat and conditions and approves the subdivision, he/she shall signify their approval by signing the original and Mylar copies of the final plat. If the city engineer is not satisfied with the detail and computations of the final plat, and finds that the plat does not conform with the approved preliminary plat and conditions, determines that improvements were installed incorrectly, or is not satisfied with the extent or manner in which completion of improvements would be deferred, he/she shall withhold their signature until the matter is corrected or resolved by the applicant to the satisfaction of the engineer. Prior to approval of the final plat by the city engineer, all engineering review fees shall be paid in accordance with ~~Chapter 19.06 LMC~~ Chapter 12.08 and Chapter 12.10 LMC.

Section 19.80.170 – Final Plat Drawing and Recording

2. Filing. After all signatures have been affixed to the final plat the applicant or their designee shall record the final plat, along with all associated attachments, with the Cowlitz County Auditor and pay the county auditor recording fees for the final plat and associated attachments. ~~to the Community Development Director. Said payment shall be made at the time application for final plat approval is made. Upon approval of the final plat by the city council the director shall file the original drawing of the final plat for recording with the county auditor.~~ One reproduced full copy of mylar material shall be furnished to the city engineer. One reproduced full copy of mylar material shall be furnished to the county engineer's office.

CHAPTER 19.81 AMENDMENTS

Section 19.81.040 – Initiation by Property Owner – Fees

The owner or owners of any property within the city may submit to the planning commission proposed amendments, modifications or supplementations to this title. Proposals for changes in zone classifications shall be signed by the owner or owners of not less than 51 percent of the area of property for which a change in zone classification is sought. All proposals shall be in writing, signed by the property owner or owners submitting such proposal and shall include their mailing addresses, a clear

and concise statement of the nature of the proposed amendment, modification or supplementation and reasons for proposing the same. Simultaneously with the filing of any such proposal or proposals, the property owner or owners submitting the same shall pay to the community and economic development department a fee as established in LMC 19.06.060 established in the Community and Economic Development Department Master Fee Schedule to defray the city's costs and expenses in processing such proposal or proposals, including the publication of public hearing notices as required by this chapter.

CHAPTER 19.90 BINDING SITE PLAN

Section 19.90.040 – Application Requirements

(2) Application Contents. The applicant shall submit the following application materials for a preliminary binding site plan:

- (a) Completed preliminary binding site plan application on form supplied by the city;
- (b) Payment of all required fees as established in the Community and Economic Development Department Master Fee Schedule;

Section 19.90.090 – Recording

The survey and approved developer agreement shall become effective only upon recording with the Cowlitz County auditor. The lots, parcels or tracts created through this procedure are legal lots of record. The face of the survey and the developer agreement shall indicate that the documents are dependent upon one another and together constitute the binding site plan. ~~The applicant shall pay the county auditor recording fee for the final binding site plan to the community development director. Said payment shall be made at the time application for final binding site plan approval is made.~~ Upon approval of the final binding site plan by the planning commission, the ~~community development director~~ applicant or their designee shall file the original drawing of the final binding site plan, along with any associated attachments, for recording with the county auditor. One reproduced full copy of Mylar material shall be furnished to the city engineer. One reproduced 11-inch by 17-inch copy shall be provided to the community development director.

Community & Economic Development Department Master Fee Schedule

Building Fees & Valuation Table 1-A

Total Valuation	Fee
\$1.00 to \$500.00	\$31.30
\$501.00 to \$2,000.00	\$31.30 for the first \$500.00, plus \$4.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$98.45 for the first \$2,000.00, plus \$18.80 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$523.00 for the first \$25,000.00, plus \$13.25 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$848.75 for the first \$50,000.00 plus \$9.44 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,310.00 for the first \$100,000.00 plus \$7.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,263.24 for the first \$500,000.00 plus \$6.32 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,394.00 for the first \$1,000,000.00 plus \$5.20 for each additional \$1,000.00, or fraction thereof

Building Plan Review, One- and Two- Family Dwellings: Plan Review fees for One- and Two- Family Dwellings are 65% of the building permit fee as shown in the building valuation table 1-A.

Building Plan Review, All Other Structures: Plan Review fees are 70% of the building permit fee as shown in the building valuation table 1-A.

"Same-As" Plan Review: 30% of building permit fee as shown in the building valuation table 1-A

Manufactured Housing: Permit fee based on building valuation table 1-A.

Manufactured Housing, when in Manufactured Home Park:

<u>Single-Wide:</u>	\$132
<u>Double Wide:</u>	\$165
<u>Triple Wide:</u>	197

Other Fees:

<u>Wood Stoves</u>	\$47
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Community & Economic Development Department Master Fee Schedule

Fire/Life Safety Fees & Valuation Table 1-B

Total Valuation	Fee
\$1.00 to \$500.00	\$31.30
\$501.00 to \$2,000.00	\$31.30 for the first \$500.00, plus \$4.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$98.45 for the first \$2,000.00, plus \$18.80 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$523.00 for the first \$25,000.00, plus \$13.25 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$848.75 for the first \$50,000.00 plus \$9.44 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,310.00 for the first \$100,000.00 plus \$7.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,263.24 for the first \$500,000.00 plus \$6.32 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,394.00 for the first \$1,000,000.00 plus \$5.20 for each additional \$1,000.00, or fraction thereof

Fire Permit Plan Review: Plan Review fees for fire permits are 70% of the fire permit fee as shown in the valuation table 1-B.

Fire Review of Building Permits: Fire Review fees are 5% of the building permit fee as shown in table 1-B. This does not apply to R-3 occupancies (SFD, Duplexes) or U occupancies.

Fire Code Operational Permits: \$62

Each Additional Operational Permit at same location: \$31

Annual Inspection of Certificate of Occupancy (IBC Ch1, Sec.111): \$20

Special Event Reviews: \$62

Fireworks Retail Sales: \$100

Community & Economic Development Department Master Fee Schedule

Mechanical Fees

Description	Fee
<u>Issuance Fee, Each Mechanical Permit</u>	\$28
<u>Issuance Fee, Each Supplemental Permit</u>	\$14.25
<u>Equipment Installation</u>	
Furnace	\$20.50
Boiler	\$20.50
Compressor and/or Absorption Systems (heat pump)	\$20.50
Evaporative Coolers	\$20.50
Air Handler (not part of A/C system)	\$20.50
Ventilation System (not part of A/C system)	\$20.50
Ventilation Hood (incl. associated ductwork)	\$20.50
Fireplace Insert (gas or wood)	\$20.50
Incinerator	\$20.50
Fire and/or Smoke Damper	\$20.50
Other Equipment regulated under Mechanical Code	\$20.50
<u>Equipment Repair or Addition</u>	\$18.25
<u>Vents</u>	
Appliance Vent	\$10.25
Ventilation Fan, Single Unit	10.25
<u>Piping Systems</u>	
Gas Piping	\$7.15
Hazardous Process Piping	\$7.15
Non-Hazardous Process Piping	\$7.15
Additional outlets beyond four	\$3.15/unit

Community & Economic Development Department Master Fee Schedule

Plumbing Fees

Description	Fee
<u>Issuance Fee, Each Plumbing Permit</u>	\$28.50
<u>Issuance Fee, Each Supplemental Permit</u>	\$14.25
<u>Fixtures, Devices, & Equipment</u>	
Water Heater (incl. vent)	\$9.15
Fixture Requiring a Trap (incl. piping/backflow)	\$9.15
Industrial Waste Receptor	\$9.15
Grease Trap	\$9.15
Air Handler (not part of A/C system)	\$9.15
Water Treatment Equipment	\$9.15
Lawn Sprinkler	\$9.15
Backflow Preventer	\$9.15
Other Equipment regulated under Plumbing Code	\$9.15
<u>Equipment/Fixture Repair or Addition</u>	\$9.15
<u>Building Sewer</u>	\$20.50
<u>Gas Piping Systems</u>	
System Installation, up to Four Outlets	\$7.15
Additional outlets beyond four	\$3.15/unit
<u>Other Systems</u>	
Rainwater Systems, Per Drain (inside building)	\$9.15
Private Sewage System	\$32.50
Graywater System	\$32.50
Installation/Testing of Reclaimed Water System	\$38.75
Annual Testing of Reclaimed Water System	\$38.75
<u>Medical Gas Piping, up to Five Outlets (specific gas)</u>	\$62
Additional Outlets Over Five	\$7.15

Community & Economic Development Department Master Fee Schedule

Hourly, Reinspection, and Public Notice

<u>Building/Fire Inspections Outside Normal Business Hours</u>	\$62/hour (2-hour min)
<u>Building/Fire Reinspection Fees</u>	\$62/hr
<u>Additional Building/Fire Plan Review - Changes, Additions, Revisions</u>	\$62/hr
<u>Use of Outside Consultants, Plan Checking, and/or Inspections</u>	Actual Cost + Admin OH
<u>Administrative Overhead</u>	\$45/hr
<u>Review of Building Official Determination (BOA)</u>	\$463
<u>Investigation Fee - Work Commenced Without a Permit</u>	100% of permit fee
<u>Public Notice - Board of Adjustment, Zoning/CP Amendments</u>	Actual Cost
<u>Other Inspections/Reviews - No Fees Specifically Indicated</u>	\$62/hr
<u>Pre-application Reviews</u>	
Minor Pre-application	\$100
Major Pre-application	\$400

NOTE: Minimum for any hourly charge is one half hour, except for inspections outside normal business hours.

NOTE: 50% of Pre-application Reviews fees may be credited towards a subsequent permit or project review application when an application for said project is submitted within 6 months of the related pre-application meeting. In no instance shall this credit result in a refund or additional credits should the amount credited exceed the cost of the subsequent permit.

NOTE: Public Notice costs shall apply to all project applications requiring Appeals Board of Adjustment review, or applicant-initiated zoning/comprehensive plan amendments. This cost includes the cost for legal ads and mailing(s).

Community & Economic Development Department Master Fee Schedule

Environmental Fees

Description	Fee
State Environmental Policy Act (SEPA)	
SEPA DNS	\$579
SEPA MDNS	\$879
SEPA DS/EIS	\$4,634
SEPA Exemption Letter	\$115
Critical Areas/Floodplain	
Critical Areas Review/Determination	\$115
Floodplain Permit	\$290
Shorelines	
Shorelines Exemption	\$115
Shorelines Substantial Development Permit (SSDP)	\$1,159
Shorelines Conditional Use	\$579
Shorelines Conditional Use w/SSDP	\$115
Shorelines Shorelines Variance	\$579
Shorelines Variance w/SSDP	\$115
Shorelines Application Revision	\$290
Stormwater Review	
Private Stormwater Retention/Detention Review	Based on Valuation - Table 1-A
Private Stormwater - Off-Site Regional Facility	\$31

Community & Economic Development Department Master Fee Schedule

Land Division Fees

Description	Fee
Short Subdivision (Short plat)	
Preliminary Short Subdivision Review	\$959
Final Short Plat Review	\$200
Subdivision (Long Plat)	
Preliminary Plat Review	\$1,738 + \$81 per lot
Preliminary Approval Extension	\$339
Final Plat Review	\$1,738 + \$81 per lot
Modification of Preliminary Approval	\$1,738
Alteration/Vacation	\$1,738
Binding Site Plans (BSP)	
Type A Binding Site Plan	\$1,159 + \$81 per lot
Type B Binding Site Plan	\$2,317 + \$105 per lot
Planned Unit Development (PUD)	
Preliminary PUD Review	\$2,317 + \$105 per lot
Final PUD Review	\$2,317 + \$105 per lot
PUD Amendment	\$696
Boundary Line Adjustment	\$349

Community & Economic Development Department Master Fee Schedule

Other Land Use Fees

Description	Fee
Zoning/Comprehensive Plan Amendments	
Zoning Map/Text Amendment	\$2,317
Comprehensive Plan Amendment	\$2,317
Combined Zoning and Comprehensive Plan Amendment	\$2,896
Variances/Waivers	
Fence Waiver	\$463
All Other Variances	\$1,159
Special Property Uses	
Accessory Dwelling Unit(s) - Detached	\$460
Accessory Dwelling Unit(s) - Attached	\$230
Downtown Commercial District Special Property Use	\$696
All Other Special Property Uses	\$696
Temporary Use: Mobile Vendor/Food Truck/Seasonal Sales	\$62
Wireless Communications Facilities	
Type 1	TBD
Type 2	TBD
Type 3	\$696
Appeals	
Appeal of Administrative Decision	\$463
Appeals to Board of Adjustment (BLA, BSP)	\$463
Appeals to Superior Court (Var/SU/Sub/BOA decisions)	\$1,159
SEPA DNS Appeal	\$579
SEPA MDNS Appeal	\$879
SEPA DS/EIS Appeal	\$4,634
Transcript Fees	\$20 first/\$10 each add'l page

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DRAFT: 2025 Federal Legislative Agenda

Congressionally Directed Spending Requests

Project Title

Request Amount

Columbia Heights Road Safety Improvement Project, Phase II

\$2 million

The Columbia Heights project will improve an approximate one-mile section of Columbia Heights Road between Cascade Drive and Fishers Lane. The current roadway is narrow, has no pedestrian access and routinely requires repairs due to poor drainage. The road is serviced by Longview and Kelso School District multiple times per school day and the poor conditions create an unsafe climate with little or no room for pedestrians, disabled vehicles or passing room for emergency vehicles. New sidewalks would serve as a safe walking route for students to both Columbia Heights Elementary School and Cascade Middle School. The sidewalks would also provide the broader public a safe pedestrian access to the schools and grounds, which are frequently used for community purposes on evenings and weekends.

The project has long been a need for the City but limited local resources and the project's inability to qualify for federal discretionary grant funding due to it primarily serving residential properties has made its completion challenging. *Account: HIP*

Public Safety Technology

\$1 million

On behalf of its police department, the City of Longview requests \$1million to purchase dual band digital radios. The portable radio is a police officer's lifeline and Longview's police department radios are out of warranty. In addition, Cowlitz 911 Public Authrity of which the police deparment is a part, is in the process of updating its communications to digital, making it even more important to upgrade Longview's as well. Over the last several years, officers have been impacted by the radio problems putting officer safety at risk. *Account: DOJ*

Hope Village

\$1.5 million

The City of Longview requests \$1.5 million for its Hope Village project. In the midst of a housing, mental health, and substance abuse crisis, Longview built Hope Village, a 50-unit micro-community. The program, which serves all of Cowlitz County, has proven extremely successful at getting the community's most vulnerable off the streets, out of jail and in touch with mental health and substance abuse support services needed to transition to permanent housing. *Account: DOJ*



Dedicated Fill Line to Water Reservoir Project

\$2 million

Ever since the 1980 eruption of Mount St. Helens, the City of Longview has struggled with its water supply. After decades of managing the sand and silt from the eruption continuously eroding its equipment, the city moved its water source from the Cowlitz River inland to the Mint Plant. Since then, the water system has struggled with water quality and consistent pressure. The City is seeking federal funds to address the ongoing water quality and supply issues at the Mint Farm Water Treatment Facility to finally provide safe, reliable drinking water to the city's residents and businesses.

The project will stabilize water pressure and chlorine dosage, reduce energy costs, and mitigate water contaminants. Funds would go toward design, engineering, and public outreach for the direct fill water main from the Mint Farm Water Treatment Facility to the Main reservoir located on Alexia Court and the Mt. Solo Reservoir. *Account: STAG*

Beech Street Culvert Replacement

\$2 million

The City of Longview is seeking \$2 million to replace the aging wooden box culvert in its Beech Street corridor. Originally constructed in 1948, the corridor's ditch was capped with a wooden box culvert, which has now outlived its useful life. This funding request will enable the city to achieve the 30% design milestone required to begin construction on a modern replacement. The proposed design includes replacing the wooden culvert with a "dry creek bed" that will run down the center of a newly constructed two-lane road.

In addition to addressing infrastructure concerns, the project will:

- **Enhance safety** by eliminating several unsafe intersection configurations, reducing risks for residents and pedestrians.
- **Revitalize the neighborhood** by adding a linear park and an active transportation pathway, providing much-needed amenities to this historically disadvantaged community.

This transformative project represents a significant step forward in improving safety, accessibility, and quality of life for Longview residents. *Account: HIP*

Federal Grants

Firefighters' Radios and Turnout Gear

\$536,428

The Longview Fire Department applied for funding from the Assistance to Firefighters Grant for two equipment needs. The first is for **\$426,166 in funding to replace portable radios** acquired in 2013 that are damaged, outdated, and incompatible with modern communication standards. The goal is to restore a one-radio-per-seated-riding-position ratio for all frontline apparatus as well as apparatus staffed by emergency callback crews. This request will fund the radios, fire service-rated remote speaker microphones, programming and usage licenses, batteries, battery chargers, and applicable taxes. The Longview Fire Department also seek **\$110,262 in funding to replace firefighter turnout gear** that will exceed its NFPA service life by 2025. This project's primary objective is to ensure compliance with NFPA standards, replace outdated or damaged gear, and improve firefighter safety by providing personal protective equipment that meets current safety requirements.