



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, March 26, 2026

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

If you are participating virtually, you may submit written comments to the City Clerk's Office with the subject line "Public Comment for Disbursement to City Council."

Virtual attendees may comment verbally during public hearings only and is only permitted for registered attendees. To participate, please contact the Clerk's Office in advance. Use the "raise hand" feature during the hearing, and the Clerk will unmute participants in the order received. If calling in by phone, dial star - 9 to raise your hand.

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

Telephone options (dial any of the following numbers):

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

Webinar ID: 823 9413 2374

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
26-00180 KEVIN KENNEDY, RENEWAL
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES
26-0058 MARCH 12, 2026 REGULAR MEETING MINUTES
26-00260 MARCH 13-14, 2026 COUNCIL SUMMIT

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

26-00263 ORDINANCE NO. 3546 – AMENDING SECTION 5.05.040 AND SECTION 5.05.107 OF THE LONGVIEW MUNICIPAL CODE RELATING BUSINESS AND OCCUPATION TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERENDUM; AND SETTING AN EFFECTIVE DATE

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3546 AMENDING LONGVIEW MUNICIPAL CODE (LMC) CHAPTER 5.05, BUSINESS AND OCCUPATION TAX, FOR COMPLIANCE WITH STATE LAW

26-00264 ORDINANCE NO. 3574 - AMENDING CHAPTER 5.06 OF THE LONGVIEW MUNICIPAL CODE TO APPLY UTILITY TAX UNIFORMLY TO ALL CITY UTILITY CUSTOMERS

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3574 AMENDING LONGVIEW MUNICIPAL CODE (LMC) CHAPTER 5.06 TO APPLY UTILITY TAX UNIFORMLY TO ALL CITY UTILITY CUSTOMERS

26-00266 ORDINANCE NO. 3576 – AMENDING CERTAIN SECTIONS OF CHAPTER 19.12 OF THE LONGVIEW MUNICIPAL CODE RELATING TO APPEAL BOARD OF ADJUSTMENT

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3576 AMENDING CERTAIN SECTIONS OF LONGVIEW MUNICIPAL CODE (LMC) CHAPTER 19.12, APPEAL BOARD OF ADJUSTMENT

26-00272 RESOLUTION NO. 2612 - AMENDMENT TO THE 2026 – 2031 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT RESOLUTION NO. 2612.

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

26-00270 ACCESSIBILITY ADVISORY COMMITTEE RECOMMENDATIONS ON UPGRADING ALL FOUR CURB RAMPS AT 21TH AVENUE AND MAPLE STREET IN ORDER TO ADD A NEW RIVERCITIES TRANSIT BUS STOP

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE ALLOCATION OF \$20,000 WITH MATCHING FUNDING FROM RIVERCITIES TRANSIT FOR UPGRADE AND A BUS STOP TO THE AREAS OF 12TH AND MAPLE

12. EXECUTIVE SESSION

26-00275 POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

13. ORDINANCES & RESOLUTIONS

26-00265 RESOLUTION NO. 2610 –ADOPTING THE WATER UTILITY LEAK ADJUSTMENT POLICY

RECOMMENDED ACTION:

ADOPT RESOLUTION NO. 2610 ADOPTING THE CITY OF LONGVIEW WATER UTILITY LEAK ADJUSTMENT POLICY.

26-00276 RESOLUTION NO. 2611 - INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING SERVICES AND ANIMAL SHELTERING CONTRACT 2026

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2611 AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING SERVICES AMONG THE PARTICIPATING MUNICIPALITIES AND AUTHORIZING EXECUTION OF THE AGREEMENT FOR ANIMAL SHELTERING SERVICES WITH THE HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

26-00274 RESOLUTION NO. 2613 - 2026 COUNCIL GOALS AND STRATEGIC INITIATIVES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2613

14. MAYOR'S REPORT**15. COUNCILMEMBERS' REPORTS****16. CONSENT CALENDAR**

26-00251 APPROVAL OF CLAIMS

26-00273 PROJECT COMPLETION – MT SOLO RESERVOIR FILL LINE

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE MT SOLO RESERVOIR FILL LINE PROJECT

17. CITY MANAGER'S REPORT

26-00271 COUNCIL CHAMBERS A/V UPGRADE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE COUNCIL CHAMBERS AUDIO/VISUAL UPGRADE PROJECT AND APPROVE USE OF DESCO AV FOR PROCUREMENT AND INSTALLATION

18. MISCELLANEOUS**19. EXECUTIVE SESSION**

26-00261 COLLECTIVE BARGAINING PER RCW 42.30.140(4)(a)

20. 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, APRIL 9, 2026 – 6:00 P.M.

THURSDAY, APRIL 23, 2026 – 6:00 P.M.



City of Longview

1525 Broadway
Longview, WA 98632
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Minutes

City Council

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

Thursday, March 12,
2026

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

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

2. **INVOCATION*/FLAG SALUTE**

26-00179 COLE PRUITT, VALLEY VIEW CHURCH

After the invocation provided by Cole Pruitt of Valley View Church, the flag salute was recited.

3. **ROLL CALL**

Present: Mayor Halvorson, Mayor Pro Tem Young, Councilmember Bryant, Councilmember Claxton, Councilmember Kendall, Councilmember LaFave, Councilmember Nichols

Staff Present: City Manager Jennifer Wills, Interim City Attorney Charlotte Archer, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Parks & Recreation Director Justin Brown, Police Chief Robert Huhta, Human Resources Director Sabrina Fraidenburg, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, Library Director Jacob Cole, City Clerk Tiffany Ostreim

4. WORKSHOP**5. APPROVAL OF MINUTES****26-0056 FEBRUARY 26, 2026 REGULAR MEETING MINUTES**

A motion was made by Councilmember Bryant, seconded by Councilmember LaFave, to approve the February 26, 2026 Regular Meeting Minutes. The motion carried unanimously.

6. CHANGES TO THE AGENDA

Mayor Halvorson added a motion item under the City Manager's Report to set a public hearing for a Special Property Use for a driving school on 1338 Commerce Avenue.

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

John Marth provided public comment.

Marc Roland provided public comment.

Jason Still provided public comment.

Derek Fine provided public comment

Dawn Courtney provided public comment.

9. PUBLIC HEARINGS**26-00197 ORDINANCE NO. 3572 - AMENDING LMC CHAPTER 15.24.070 AND ADOPTING THE TRRWA DISCHARGE PRETREATMENT POLICY****RECOMMENDED ACTION:**

HOLD THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3572 AMENDING LONGVIEW MUNICIPAL CODE (LMC) 15.24.070 TO ADOPT BY REFERENCE THE UPDATED THREE RIVERS REGIONAL WASTEWATER AUTHORITY (TRRWA) DISCHARGE PRETREATMENT POLICY.

Mayor Halvorson opened the public hearing at 6:21 p.m.

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

Council discussed the ordinance.

TRRWA General Manager Joe Jordan, was present and answered questions.

Mayor Halvorson opened the public comment portion of the hearing.

Matt Swanson provided public comment.

Mayor Halvorson closed the public comment portion and the hearing at 6:27 p.m.

A motion was made by Councilmember Kendall, seconded by Councilmember Nichols, to adopt Ordinance No. 3572. The motion carried unanimously.

26-00194 ORDINANCE NO. 3573 - AMENDING LMC CHAPTER 5.08 - AMBULANCE TRANSPORT RATE FOR FIRE-EMS SERVICES**RECOMMENDED ACTION:**

HOLD THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE 3573 AMENDING LMC CHAPTER 5.08

Mayor Halvorson opened the public hearing at 6:28 p.m.

City Manager Jennifer Wills explained the ordinance.

Council discussed the ordinance.

Mayor Halvorson opened the public comment portion of the hearing at 6:29 p.m.

Matt Swanson provided public comment.

Mayor Halvorson closed the public comment portion and the hearing at 6:31 p.m.

A motion was made by Councilmember Kendall, seconded by Councilmember Nichols, to adopt Ordinance No. 3573.

City Manager Wills explained the change in the ordinance.

Council discussed.

The motion carried by the following vote:

Ayes: Councilmember Kendall, Councilmember Nichols, Councilmember LaFave, Councilmember Claxton, Mayor Halvorson

Nays: Councilmember Bryant, Councilmember Young

26-00200 RESOLUTION NO. 2608 - ESTABLISHING AMBULANCE TRANSPORT AND MILEAGE RATES FOR FIRE-EMS SERVICES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2608

City Manager Wills explained the resolution.

Council discussed the resolution.

A motion was made by Councilmember Kendall, seconded by Councilmember LaFave, to adopt Resolution No. 2608. The motion carried by the following vote:

Ayes: Councilmember Kendall, Councilmember LaFave, Councilmember Claxton, Councilmember Nichols, Mayor Halvorson

Nays: Councilmember Bryant, Councilmember Young

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

Aaron Marthaller provided public comment.

11. BOARD & COMMISSION RECOMMENDATIONS

26-00191 PARK AND RECREATION ADVISORY BOARD - 2026 NEIGHBORHOOD PARK GRANT PROGRAM RECOMMENDATIONS

RECOMMENDED ACTION:

MOTION TO APPROVE THE PARK AND RECREATION ADVISORY BOARD'S RECOMMENDATION FOR THE 2025 NEIGHBORHOOD PARK GRANT PROGRAM

Parks and Recreation Director Justin Brown presented.

Council discussed the presentation.

Aaron Marthaller provided information on the baseball bleachers.

Parks and Recreation Director Justin Brown provided additional information on the baseball bleachers and the pickleball application, which was not recommended.

City Manager Jennifer Wills provided information on the pickleball courts.

A motion was made by Councilmember Bryant, seconded by Councilmember Nichols, to approve the Parks and Recreation Advisory Board's recommendation for the 2025 Neighborhood Park Grant Program for \$17,914 for Longview Youth Baseball cage turf and bleachers and \$11,042 for Longview Soccer Club facility electrical and plumbing repairs.

An amendment to the motion was made by Councilmember Kendall, seconded by Mayor Halvorson, to fully fund the Longview Soccer Club for \$11,683.

Council discussed the amendment to the motion.

The amendment to the motion carried by the following vote:

Ayes: Councilmember Kendall, Councilmember Bryant, Councilmember Claxton,

Councilmember Nichols, Mayor Halvorson
Nays: Councilmember Young, Councilmember LaFave

The main motion as amended carried by the following vote:
Ayes: Councilmember Young, Councilmember Kendall, Councilmember Claxton, Councilmember Bryant, Councilmember Nichols, Mayor Halvorson
Nays: Councilmember LaFave

26-00196 SECOND DISCUSSION REGARDING DOWNTOWN UNIFORM PARKING PROPOSAL, INCLUDING PATH FORWARD FOR IMPLEMENTATION

RECOMMENDED ACTION:
SEEKING APPROVAL TO IMPLEMENT THE DOWNTOWN UNIFORM PARKING PROPOSAL

Community Development Director Nick Little presented.
Council discussed the presentation.

A motion was made by Councilmember Young, seconded by Councilmember Kendall, to implement the Downtown Uniform Parking Proposal.
Council discussed the motion.
The motion carried unanimously.

12. ORDINANCES & RESOLUTIONS

26-00192 RESOLUTION NO. 2607 - MINT VALLEY GOLF COURSE RATES

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2607

Parks and Recreation Director Justin Brown explained the rates.
Council discussed the resolution.

A motion was made by Councilmember Claxton, seconded by Councilmember Kendall, to adopt Resolution No. 2607.
Council discussed.

An Amendment was made by Councilmember Young, seconded by Councilmember LaFave, to hold the rate increases until completion of the irrigation and club house/restroom renovations.
Council discussed the amendment to the motion.
The amendment to the motion carried unanimously.

The main motion as amended carried unanimously.

13. MAYOR'S REPORT

Mayor Halvorson provided a verbal report.

14. COUNCILMEMBERS' REPORTS

Councilmember LaFave provided a verbal report.
Councilmember Nichols provided a verbal report.
Councilmember Bryant provided a verbal report.
Councilmember Claxton provided a verbal report.

15. CONSENT CALENDAR

A motion was made by Councilmember Bryant, seconded by Councilmember Kendall, to approve the Consent Calendar. The motion carried unanimously.

26-0057 APPROVAL OF CLAIMS

- 26-00193 RESOLUTION NO. 2609 - AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DARKHORSE EMERGENCY LP FOR DATA ANALYTICS AND PREDICTIVE MODELING SERVICES FOR THE LONGVIEW FIRE DEPARTMENT.

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2609

- 26-00195 SET PUBLIC HEARING FOR RESCISSION OF THE ELECTRICAL CODE, KNOWN AS CHAPTER 16.24 OF THE LONGVIEW MUNICIPAL CODE

RECOMMENDED ACTION:

MOTION TO SET A PUBLIC HEARING APRIL 9, 2026

- 26-00198 BID REVIEW – MINT VALLEY PRO SHOP SIDING AND ROOF

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO TMC CONTRACTORS LLC. IN THE AMOUNT OF \$370,422.70

- 26-00199 PROJECT COMPLETION – TENNANT WAY CORRIDOR TRAFFIC SIGNAL IMPROVEMENTS

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE TENNANT WAY CORRIDOR TRAFFIC SIGNAL IMPROVEMENTS PROJECT

16. CITY MANAGER'S REPORT

City Manager Jennifer Wills provided a verbal report.

City Manager Jennifer Wills requested a motion to set a public hearing date for April 9, to consider a Special Property Use for a driving school on 1338 Commerce.

A motion was made by Councilmember Bryant, seconded by Councilmember Young, to set the hearing date.

Community Development Director Nick Little explained the request for Special Property Use.

The motion carried unanimously.

26-00190 LONGVIEW LIBRARY FOUNDATION SPECIAL EVENT PERMIT

Library Director Jacob Cole explained the Foundation's Special Event.

Council discussed.

A motion was made by Councilmember Kendall, seconded by Councilmember Nichols, to approve the Longview Library Foundation Special Event Permit. The motion carried by the following vote:

Ayes: Councilmember Kendall, Councilmember Nichols, Councilmember Claxton, Councilmember LaFave, Councilmember Young

Opposed: Mayor Halvorson

Abstained: Councilmember Bryant

17. MISCELLANEOUS

18. EXECUTIVE SESSION

19. **ADJOURNMENT**

The meeting was adjourned at 7:42 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, MARCH 26, 2026 – 6:00 P.M.

THURSDAY, APRIL 9, 2026 – 6:00 P.M.

COUNCIL SUMMIT:

FRIDAY, MARCH 13, 2026 - 5:00 - 8:00 P.M.; COWLITZ 911 PUBLIC AUTHORITY, 2790 OCEAN BEACH HWY

SATURDAY, MARCH 14, 2026 - 9:00 A.M. - 2:00 P.M.; COWLITZ 911 PUBLIC AUTHORITY, 2790 OCEAN BEACH HWY

LONGVIEW | WA

City of Longview

City Council Strategic Summit

Friday, March 13 | 5:00 – 8:00 PM

Saturday, March 14 | 9:00 AM – 2:00 PM

Location: Cowlitz 911 Center, 2790 Ocean Beach Hwy

MINUTES

Zoom meeting link:

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

Telephone option – dial: 1-253-215-8782

Webinar ID: 82394132374

FRIDAY – Strategic Direction & Accountability **(Meal 4:00 – 5:00 PM | Non-Work Social Time)**

Present: Mayor Halvorson, Mayor Pro Tem Young, Councilmember Bryant, Councilmember Claxton, Councilmember Kendall, Councilmember LaFave, Councilmember Nichols

Staff Present: City Manager Wills, Public Works Director/Ast City Manager Collins, City Clerk Ostreim

OPENING & PURPOSE

Mayor Halvorson gave opening remarks.

SUMMIT FRAMEWORK & GROUND RULES

City Manager Wills presented.

2026 AREAS OF EMPHASIS

City Manager Wills presented a summary of pre-work themes.

Shared themes included:

Fiscal responsibility and long-term budget stability

Community Safety

Strategic infrastructure investment

Additional themes included: economic development, Council governance and communication, and continued community engagement.

MEASURABLE OUTCOMES & PRIORITIZATION

Council discussed outcomes for community safety, fiscal responsibility, economic opportunities, and infrastructure investment.

The council recessed at 7:03 and reconvened at 7:13 p.m.

VISION & NARRATIVE ALIGNMENT

Strategic initiatives included:

Community Safety

Empowered and connected community

Vibrant neighborhoods and public spaces

Growth and Economic opportunity

Future-ready infrastructure

Community first service

Responsible and open governance.

Draft narrative – In 2026, the Longview City Council is focused on delivering value by strengthening public safety, maintaining fiscal responsibility, and investing in the infrastructure that supports our community's future.

CONSTITUENT COMMENT PERIOD

None. The summit was adjourned at 7:45 p.m.

SATURDAY – Governance Structure, Budget & Execution ***(Coffee & snacks available at 8:30 AM)***

Present: Mayor Halvorson, Mayor Pro Tem Young, Councilmember Bryant, Councilmember Claxton, Councilmember Kendall, Councilmember LaFave, Councilmember Nichols
Staff Present: City Manager Wills, Public Works Director/Ast City Manager Collins, Interim City Attorney Archer (on-line), City Clerk Ostreim

RECAP OF FRIDAY DECISIONS

City Manager Wills gave a short recap of Friday.

COUNCIL GUIDELINES AND PROCEDURES DISCUSSION – PROCEDURAL MECHANICS

Interim City Attorney Archer presented information on:

Agenda placement and removal process

Order of business

Constituent comments

Executive session procedures

Reconsideration mechanics.

Council concurred to form a committee at their March 26 meeting to review the rules of the council and formalize procedures by resolution.

COUNCIL GUIDELINES AND PROCEDURES DISCUSSION – BEHAVIORAL PRINCIPLES

Interim City Attorney Archer presented information on:

Professional conduct standards

Council–Staff interaction boundaries

Public and social media expectations

Institutional representation deliverable:

Council concurred to form a committee at their March 26 meeting to review the rules of the council and formalize procedures by resolution.

The council recessed at 10:45 a.m. and reconvened at 11:00 a.m.

TRAVEL POLICY & PARTICIPATION FRAMEWORK

City Manager Wills presented information on travel and training.

Council discussed traveling being case by case with option to charge different accounts.

BOARDS & COMMISSIONS STRUCTURE (CONTINUED AFTER CONSTITUENT COMMENT PERIOD)

The council reviewed the list of Boards and Committees.

CONSTITUENT COMMENT PERIOD

Ramona Leber provided public comment.

Anne Bennett provided public comment.

Jason Still provided public comment.

BOARDS & COMMISSIONS STRUCTURE CONTINUED

Council concurred appointments be recommended by the Council Appointments Committee and Mayor followed by council concurrence at their regular meeting. Not required and non-voting liaison's may attend as their calendar allows or at the Committee's request.

LUNCH DELIVERED – WORKING LUNCH

BUDGET & FISCAL PRIORITIES DISCUSSION

City Manager Wills led the discussion. Council consensus to contribute to fund balance and increase revenues to reach goals.

CITY MANAGER GOALS FOR 2026

Council consensus to formally adopt Council goals and strategic initiatives which would be the goals for the City Manager. Also include informal employee input in City Manager evaluation.

CONSTITUENT COMMENT PERIOD

Jason Still provided public comment.

Anne Bennett provided public comment.

FORMAL SUMMARY OF DECISIONS

City Manager Wills reviewed:

Formation of Committee(s)

Council goals

Website update

LTAC application and process

Promote committees in Longview Lowdown

Survey

Agile government

SMS

Outside partnerships

Longview 101 invitations

Instagram Use

Council recaps e-mail

2026 workshops

Special events notices

Agenda posting and update notice

PUBLIC COMMUNICATION & MAYOR CLOSING

The summit was adjourned at 1:55 p.m.

Tiffany Ostreim

City Clerk

Approved: _____

Mayor



City of Longview

Agenda Summary

ORDINANCE NO. 3546 – AMENDING SECTION 5.05.040 AND SECTION 5.05.107 OF THE LONGVIEW MUNICIPAL CODE RELATING BUSINESS AND OCCUPATION TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERENDUM; AND SETTING AN EFFECTIVE DATE

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3546 AMENDING LONGVIEW MUNICIPAL CODE (LMC) CHAPTER 5.05, BUSINESS AND OCCUPATION TAX, FOR COMPLIANCE WITH STATE LAW

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

All

CITY ATTORNEY REVIEW: Yes

SUMMARY STATEMENT:

In 2003, the Washington State legislature adopted Engrossed House Bill 2030, which required the 54 cities with local business and occupation (B&O) taxes to adopt a city B&O tax model ordinance to provide for municipal business and occupation tax uniformity and fairness. This legislation is codified at Chapter 35.102 RCW. The model was developed in compliance with the legislation by a workgroup of city finance directors and tax managers in conjunction with AWC, and was updated in 2007, 2012, 2019, and 2023. The model includes mandatory provisions that must be adopted for compliance with state law, as well as discretionary provisions that are subject to the local agency's review and adoption.^[1]

During the 2025 legislative session, the legislature passed Engrossed Substitute Senate Bill 5814, which amended Chapter 82.04 RCW to require that certain services now be taxed when sold, including but not limited to information technology training services and technical support, custom website development services, custom software and customization of prewritten computer software, certain temporary staffing services, and certain advertising services. Following passage of SB 5814, the Washington Department of Revenue conducted outreach on implementation during the summer of 2025 and issued interim guidance to assist agencies with implementation. Additionally, the AWC workgroup developed an update to the B&O tax model ordinance to incorporate changes to the definition of sales at retail and sales at wholesale for consistency with the new law.

The City's regulations for B&O taxes are codified at Chapter 5.05 of the Longview Municipal Code. Staff have recommended amendments to Chapter 5.05 for consistency with the B&O tax model ordinance, as updated. These amendments add the following services as taxable services due and owing where the services are provided:

^[1] Notably, in the absence of a legal or constitutional prohibition, municipalities have the power to define taxation categories as they see fit in order to respond to the unique concerns and responsibilities of local government. See Enterprise Leasing v. City of Tacoma, 139 Wn.2d 546 (1999).

Service	What's included	What's NOT included	Interim Guidance
Advertising services	Ad design, ad placement, campaign planning, lead generation, and acquisition of advertising space on the internet, and more.	Web hosting, domain registration, certain newspaper/in-print advertising, radio and television ads, fixed signage, out-of-home ads, and more.	Interim guidance for advertising services
Information technology (IT) services	Help desk services, network support, training, IT consulting, data processing, and data entry.	Web hosting, domain registration, and payment processing services.	Interim guidance for IT services
Custom website development	Website design, development, and support.	Web hosting and domain registration services.	Interim guidance for custom website development
Live presentations	In-person or via the internet workshops, webinars and courses with real-time interaction.	Classes by preschools, elementary, secondary, and higher education as part of their accreditation, performances, sports events, tutoring and more.	Interim guidance for live presentations Interim guidance for live presentations for schools and higher education
Investigation, security, and armored car services	Security guard, background checks, armored car, investigation, and security systems services.	Locksmith services.	Interim guidance for security services
Temporary staffing	Supplying workers to businesses under contract or on short-term assignment.	Hospital staffing, direct hires, independent contractors, paymaster, and third-party outsourcing services.	Interim guidance for temporary staffing
Custom software & customization	Access to and use of custom software, and customization of prewritten software.	Unmodified off-the-shelf software.	Interim guidance for custom software

Changes to Digital Automated Services (DAS)

Removed exclusions: Some services that were **excluded** under DAS (advertising, live presentations, data processing, **and services provided through primarily human effort**) are no longer **excluded**.

Added exclusion: The law now specifically excludes **telehealth/telemedicine** services from retail sales tax.

The City is permitted, consistent with the adopted legislation, to grandfather existing contracts for services in place as of SB 5814's effective date of October 1, 2025. These services subject to existing contracts can continue to use the underlying tax treatment until March 31, 2026, unless substantially amended.

FINANCIAL SUMMARY:

The financial impact of this ordinance is expected to be minimal but may result in a modest increase in Business and Occupation (B&O) tax revenue as certain services are now classified as taxable under state law. This ordinance does not establish a new tax or increase existing tax rates but updates the City's municipal code to remain consistent with the state-required model B&O ordinance and recent legislative changes. Any additional revenue generated will be deposited into the City's General Fund.

STAFF CONTACT:

Charlotte Archer, Interim City Attorney
 Jennifer Wills, City Manager
 Chris Collins, Asst. City Manager

Attachments:

1. Ord No. 3546 - Model B&O Ordinance Update(11163288.1)redline
2. Ord No. 3546 - Model BO Ordinance Update(11163288.1)Clean(11206091.1)

ORDINANCE NO. 3546

**AN ORDINANCE OF THE CITY OF LONGVIEW,
WASHINGTON, AMENDING SECTIONS 5.05.040 AND
SECTION 5.05.107 OF THE LONGVIEW MUNICIPAL CODE
RELATING BUSINESS AND OCCUPATION TAX AND
FEES LEVIED; PROVIDING FOR SEVERABILITY AND
PUBLICATION; PROVIDING FOR REFERENDUM; AND
SETTING AN EFFECTIVE DATE**

WHEREAS, consistent with RCW 35A.82.020, the City of Longview imposes a Business and Occupation Tax (B&O tax) upon businesses operating within the City for the purpose of revenue, with applicable regulations codified at Chapter 5.05 of the Longview Municipal Code; and

WHEREAS, during the 2025 legislative session, the legislature adopted Engrossed Substitute Senate Bill 5814, which amended Chapter 82.04 RCW to requires that certain services now be taxed when sold, including but not limited to information technology training services and technical support; custom website development services; custom software and customization of prewritten computer software; certain temporary staffing services; and certain advertising services; and

WHEREAS, pursuant to RCW 35.102.040, the cities, working through the Association of Washington cities, developed a model ordinance for use by those cities levying a B&O tax, and the legislature requires the model be updated concurrent with legislative updates and adopted by the participating cities; and

WHEREAS, in response to ESSB 5814, amendments to the model ordinance were prepared and shall be adopted by the City consistent with RCW 35.102.040(2); and

WHEREAS, the City identified additional minor edits necessary to ensure the City's current regulations are consistent with the mandatory provisions of the model ordinance and applicable state law; and

WHEREAS, the City held a duly noticed public hearing on the proposed amendments to LMC Sections 5.05.040 and 5.05.107 on March 26, 2026; and

WHEREAS, after considering all public testimony and the proposed amendments, the City Council find it is in the best interests of the City and its residents to amend Chapter 5.05 consistent with the model ordinance;

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

SECTION 1. Amendment. Section 5.05.040 Definitions of the Longview Municipal Code (LMC) shall be and is hereby amended to read as follows:

“Engaging in business.”

(1) The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay-register and obtain a business license fee or pay City business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection (1) of this definition. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all-inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license:

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

(b) Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

- (h) Collecting current or delinquent accounts.
 - (i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
 - (j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services, including the listing of homes and managing real property.
 - (k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians.
 - (l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 - (m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.
 - (n) Investigating, resolving, or otherwise assisting in resolving customer complaints.
 - (o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
 - (p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- (4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license and pay tax:
- (a) Meeting with suppliers of goods and services as a customer.
 - (b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - (c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - (d) Renting tangible or intangible property as a customer when the property is not used in the city.

(e) Attending, but not participating in, a “trade show” or “multiple vendor events.” Persons participating at a trade show shall review the city’s trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the city.

(5) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection (4) of this definition.

The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the ~~tax license fee~~ under the law and the constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.

“Newspaper,” “magazine” or “periodical.”

(1) “Newspaper” , except where otherwise expressly defined in this chapter, means a publication offered for sale regularly at stated intervals at least once a week and printed on newsprint in tabloid or broadsheet format folded loosely together without stapling, glue, or any other binding of any kind.

(2) “Magazine” or “periodical” means any printed publication, other than a newspaper, issued and offered for sale regularly at stated intervals at least once every three months, including any supplement or special edition of the publication. Any publication meeting this definition qualifies regardless of its content.

“Sale at retail,” “retail sale.”

(1) “Sale at retail” or “retail sale” means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

(a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

(b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an

ingredient or component of such real or personal property without intervening use by such person; or

(c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

(d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

(e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065; ~~or. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in subsection (1)(a), (b), (c), (d), or (e) of this definition following such use; or~~

(f) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (87) of this definition, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04.290, and 82.04.2908.

(2) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under LMC 5.05.060(1).

(3) The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

(a) Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or

(b) Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or

(c) Investigation, security services, security monitoring services, and armored car services including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or

(d) Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or

(e) Advertising services. (i) For the purposes of this subsection (3), "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to: (A) Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering advice concerning the best methods of advertising products or services; and (B) Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

(ii) "Advertising services" do not include:

(A) Web hosting services and domain name registration;

(B) Services rendered in respect to the following:

(I) "Newspapers" as defined in RCW 82.04.214;

(II) Printing or publishing under RCW 82.04.280; and

(III) "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and

(C) Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or

(f) Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or

telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

For the purposes of (a) through (c) and (e) of this subsection (3), the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

(43) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

(a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

(b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

(c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

(d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

(e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under Chapter 82.16 RCW;

(f) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, or trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

(g) The installing, repairing, altering, or improving of digital goods for consumers;

(h) The sale of or charge made for tangible personal property, labor and services to persons taxable under subsections (3)(a), (b), (c), (d), (e), (f), and (g) of this definition when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a “sale at retail” or “retail sale” even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this definition and nothing contained in subsection (1) of this definition shall be construed to modify this subsection.

(54) “Sale at retail” or “retail sale” shall also include the providing of competitive telephone service to consumers.

(65)(a) “Sale at retail” or “retail sale” shall also include the sale of prewritten software, and customization of prewritten computer software to a consumer, other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user.

For purposes of this subsection (65)(a), the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser.

~~The term “sale at retail” or “retail sale” does not include the sale of or charge made for:~~

~~(i) Custom software; or~~

~~(ii) The customization of prewritten software.~~

(b)(i) The term “sale at retail” or “retail sale” also includes the charge made to consumers for the right to access and use prewritten computer software, custom software, and customization of prewritten computer software, where possession of the

software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(ii)(A) The service described in subsection (65)(b)(i) of this section includes the right to access and use prewritten software to perform data processing.

(B) For purposes of this subsection (65)(b)(ii), “data processing” means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(76) “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state or by the United States and which is used or to be used primarily for foot or vehicular traffic, including mass transportation vehicles of any kind (public road construction).

(87) “Sale at retail” or “retail sale” shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, “extended warranty” means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term “extended warranty” does not include an agreement, otherwise meeting the definition of “extended warranty” in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

(89) “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to Chapter 35.82 RCW, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

(109) “Sale at retail” or “retail sale” shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other by-products of weapons production and nuclear research and development. (This should be reported under the service and other classification.)

~~(1140)~~ “Sale at retail” or “retail sale” shall not include the sale of or charge made for labor and services rendered for environmental remedial action. (This should be reported under the service and other classification.)

~~(1244)~~~~(a)~~ “Sale at retail” or “retail sale” shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

~~(ia)~~ Sales in which the seller has granted the purchaser the right of permanent use;

~~(iib)~~ Sales in which the seller has granted the purchaser a right of use that is less than permanent;

~~(iiie)~~ Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and

~~(ived)~~ Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

~~(b)~~ A retail sale of digital goods, digital codes, or digital automated services under this subsection ~~(44)~~ includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

~~(c) A retail sale of digital goods, digital codes, or digital automated services does not include the following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):~~

~~(i) Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;~~

~~(ii) Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;~~

~~(iii) Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements. Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign. Advertising services do not include web hosting services and domain name registration; and~~

~~(iv) Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic~~

performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities. Data processing does not include the service described in subsection (6)(b) of this section.

(d) For purposes of this subsection, “permanent” means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(1312) “Sale at retail” or “retail sale” shall also include the installing, repairing, altering, or improving of digital goods for consumers.

“Sale at wholesale” or “wholesale sale” means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, custom software, customization of prewritten software to a consumer, or services described in subsection (56)(b)(i) of this definition which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property, if such charge is expressly defined as a retail sale when rendered to or for consumers. “Sale at wholesale” also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

“Services” includes those activities that do not fall within one of the other tax classifications used by the City.

SECTION 3. Amendment. Section 5.05.107 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction of the Longview Municipal Code (LMC) shall be and is hereby amended to read as follows:

5.05.107 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction.

Notwithstanding RCW 35.102.130, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer’s business is directed or managed. Beginning January 1, 2024, until January 1, 2034, As used in this section, the activities of printing, and of publishing newspapers, periodicals, or magazines, are those activities to which the exemption in RCW 82.04.759 and the tax rate in RCW 82.04.280(1)(a) apply. have the same meanings as attributed to those terms in RCW 82.04.280(1) by the Department of Revenue.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. Publication. The City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

SECTION 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect on the five (5) days after the date of publication.

Passed by the City Council this ___ day of _____ 2026.

Approved by the Mayor the ___ day of _____ 202.

-

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____

ORDINANCE NO. 3546

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING SECTIONS 5.05.040 AND SECTION 5.05.107 OF THE LONGVIEW MUNICIPAL CODE RELATING BUSINESS AND OCCUPATION TAX AND FEES LEVIED; PROVIDING FOR SEVERABILITY AND PUBLICATION; PROVIDING FOR REFERENDUM; AND SETTING AN EFFECTIVE DATE

WHEREAS, consistent with RCW 35A.82.020, the City of Longview imposes a Business and Occupation Tax (B&O tax) upon businesses operating within the City for the purpose of revenue, with applicable regulations codified at Chapter 5.05 of the Longview Municipal Code; and

WHEREAS, during the 2025 legislative session, the legislature adopted Engrossed Substitute Senate Bill 5814, which amended Chapter 82.04 RCW to requires that certain services now be taxed when sold, including but not limited to information technology training services and technical support; custom website development services; custom software and customization of prewritten computer software; certain temporary staffing services; and certain advertising services; and

WHEREAS, pursuant to RCW 35.102.040, the cities, working through the Association of Washington cities, developed a model ordinance for use by those cities levying a B&O tax, and the legislature requires the model be updated concurrent with legislative updates and adopted by the participating cities; and

WHEREAS, in response to ESSB 5814, amendments to the model ordinance were prepared and shall be adopted by the City consistent with RCW 35.102.040(2); and

WHEREAS, the City identified additional minor edits necessary to ensure the City's current regulations are consistent with the mandatory provisions of the model ordinance and applicable state law; and

WHEREAS, the City held a duly noticed public hearing on the proposed amendments to LMC Sections 5.05.040 and 5.05.107 on March 26, 2026; and

WHEREAS, after considering all public testimony and the proposed amendments, the City Council find it is in the best interests of the City and its residents to amend Chapter 5.05 consistent with the model ordinance;

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

SECTION 1. Amendment. Section 5.05.040 Definitions of the Longview Municipal Code (LMC) shall be and is hereby amended to read as follows:

“Engaging in business.”

(1) The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to register and obtain a business license fee or pay City business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection (1) of this definition. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all-inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license:

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

(b) Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

- (h) Collecting current or delinquent accounts.
 - (i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
 - (j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services, including the listing of homes and managing real property.
 - (k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians.
 - (l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 - (m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.
 - (n) Investigating, resolving, or otherwise assisting in resolving customer complaints.
 - (o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
 - (p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- (4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license and pay tax:
- (a) Meeting with suppliers of goods and services as a customer.
 - (b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - (c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - (d) Renting tangible or intangible property as a customer when the property is not used in the city.

(e) Attending, but not participating in, a “trade show” or “multiple vendor events.” Persons participating at a trade show shall review the city’s trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the city.

(5) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection (4) of this definition.

The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.

“Newspaper,” “magazine” or “periodical.”

(1) “Newspaper” , except where otherwise expressly defined in this chapter, means a publication offered for sale regularly at stated intervals at least once a week and printed on newsprint in tabloid or broadsheet format folded loosely together without stapling, glue, or any other binding of any kind.

(2) “Magazine” or “periodical” means any printed publication, other than a newspaper, issued and offered for sale regularly at stated intervals at least once every three months, including any supplement or special edition of the publication. Any publication meeting this definition qualifies regardless of its content.

“Sale at retail,” “retail sale.”

(1) “Sale at retail” or “retail sale” means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

(a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

(b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an

ingredient or component of such real or personal property without intervening use by such person; or

(c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

(d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

(e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065; or

(f) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (8) of this definition, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04.290, and 82.04.2908.

(2) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under LMC 5.05.060(1).

(3) The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

(a) Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or

(b) Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or

(c) Investigation, security services, security monitoring services, and armored car services including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or

(d) Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or

(e) Advertising services. (i) For the purposes of this subsection (3), "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to: (A) Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering advice concerning the best methods of advertising products or services; and (B) Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

(ii) "Advertising services" do not include:

(A) Web hosting services and domain name registration;

(B) Services rendered in respect to the following:

(I) "Newspapers" as defined in RCW 82.04.214;

(II) Printing or publishing under RCW 82.04.280; and

(III) "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and

(C) Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or

(f) Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

For the purposes of (a) through (c) and (e) of this subsection (3), the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

(4) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

(a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

(b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

(c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

(d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

(e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under Chapter 82.16 RCW;

(f) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court,

motel, or trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

(g) The installing, repairing, altering, or improving of digital goods for consumers;

(h) The sale of or charge made for tangible personal property, labor and services to persons taxable under subsections (3)(a), (b), (c), (d), (e), (f), and (g) of this definition when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a “sale at retail” or “retail sale” even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this definition and nothing contained in subsection (1) of this definition shall be construed to modify this subsection.

(5) “Sale at retail” or “retail sale” shall also include the providing of competitive telephone service to consumers.

(6)(a) “Sale at retail” or “retail sale” shall also include the sale of prewritten software, and customization of prewritten computer software to a consumer, other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user.

For purposes of this subsection (6)(a), the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser.

(b)(i) The term “sale at retail” or “retail sale” also includes the charge made to consumers for the right to access and use prewritten computer software, custom software, and customization of prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(ii)(A) The service described in subsection (6)(b)(i) of this section includes the right to access and use prewritten software to perform data processing.

(B) For purposes of this subsection (6)(b)(ii), “data processing” means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes

check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(7) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state or by the United States and which is used or to be used primarily for foot or vehicular traffic, including mass transportation vehicles of any kind (public road construction).

(8) "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of "extended warranty" in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

(9) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to Chapter 35.82 RCW, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

(10) "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other by-products of weapons production and nuclear research and development. (This should be reported under the service and other classification.)

(11) "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. (This should be reported under the service and other classification.)

(12)(a) "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

(i) Sales in which the seller has granted the purchaser the right of permanent use;

(ii) Sales in which the seller has granted the purchaser a right of use that is less than permanent;

(iii) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and

(iv) Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

(b) A retail sale of digital goods, digital codes, or digital automated services under this subsection includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

(c) A retail sale of digital goods, digital codes, or digital automated services does not include the following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):

(i) Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;

(ii) Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;

(iii) Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements. Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign. Advertising services do not include web hosting services and domain name registration; and

(iv) Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing, image processing, form processing, survey processing, payroll

processing, claim processing, and similar activities. Data processing does not include the service described in subsection (6)(b) of this section.

(d) For purposes of this subsection, “permanent” means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(13) “Sale at retail” or “retail sale” shall also include the installing, repairing, altering, or improving of digital goods for consumers.

“Sale at wholesale” or “wholesale sale” means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, custom software, customization of prewritten software to a consumer, or services described in subsection (6)(b)(i) of this definition which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property, if such charge is expressly defined as a retail sale when rendered to or for consumers. “Sale at wholesale” also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

“Services” includes those activities that do not fall within one of the other tax classifications used by the City.

SECTION 3. Amendment. Section 5.05.107 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction of the Longview Municipal Code (LMC) shall be and is hereby amended to read as follows:

5.05.107 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction.

Notwithstanding RCW 35.102.130, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer’s business is directed or managed. Beginning January 1, 2024, until January 1, 2034, as used in this section, the activities of printing, and of publishing newspapers, periodicals, or magazines, are those activities to which the exemption in RCW 82.04.759 and the tax rate in RCW 82.04.280(1)(a) apply.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed

this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. Publication. The City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

SECTION 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect five (5) days after the date of publication.

Passed by the City Council this ___ day of _____ 2026.

Approved by the Mayor the ___ day of _____ 2026.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____



City of Longview

Agenda Summary

ORDINANCE NO. 3574 - AMENDING CHAPTER 5.06 OF THE LONGVIEW MUNICIPAL CODE TO APPLY UTILITY TAX UNIFORMLY TO ALL CITY UTILITY CUSTOMERS

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3574 AMENDING LONGVIEW MUNICIPAL CODE (LMC) CHAPTER 5.06 TO APPLY UTILITY TAX UNIFORMLY TO ALL CITY UTILITY CUSTOMERS

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

All

CITY ATTORNEY REVIEW: Yes

SUMMARY STATEMENT:

The City of Longview owns and operates municipal water and sewer utility systems that provide service to customers both within and outside the City limits. Under current code, the City utility tax is applied only to customers located within the City limits. Customers located outside the City limits who receive the same municipal utility services are not currently subject to the utility tax.

The City maintains and operates the water distribution and sewer collection systems that serve all connected customers, including infrastructure such as pipelines, pump stations, reservoirs, and treatment facilities located both inside and outside the City limits. In addition, municipal utilities rely on a variety of general governmental support services including administration, finance, customer service, emergency management coordination, public safety support, and regulatory oversight.

Customers located outside the City limits currently pay a premium utility rate for water and sewer service, which reflects the higher costs associated with extending and maintaining utility infrastructure beyond the City's corporate boundaries. However, these customers are not currently subject to the City's utility tax despite receiving the same utility services and benefiting from City infrastructure and services.

In many cases, customers located outside the City limits also utilize City amenities and infrastructure such as parks, streets, recreational facilities, and other public services when visiting or conducting business within the City. These services are supported in part by City revenues, including utility tax revenues paid by customers located within the City limits.

This ordinance amends Chapter 5.06 of the Longview Municipal Code to apply the existing utility tax uniformly to all customers receiving City water and sewer services regardless of location. Applying the tax uniformly promotes fairness and equity among similarly situated users of the City's utility systems and helps ensure that all customers receiving City utility services contribute toward the governmental services and infrastructure that support those utilities.

FINANCIAL SUMMARY:

Adoption of this ordinance is projected to generate approximately \$1.0 million to \$1.1 million annually in additional General Fund revenue.

STAFF CONTACT:

Charlotte Archer, Interim City Attorney

Jennifer Wills, City Manager

Chris Collins, Asst. City Manager

Attachments:

1. Ordinance_3574 City of Longview_Redline_CC(11205065.1)
2. Ordinance_3574 City of Longview_Clean_CC(11205065.1)

ORDINANCE NO. 3574

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING CHAPTER 5.06 OF THE LONGVIEW MUNICIPAL CODE TO APPLY THE CITY UTILITY TAX UNIFORMLY TO ALL CUSTOMERS RECEIVING CITY OF LONGVIEW UTILITY SERVICES REGARDLESS OF WHETHER THE CUSTOMER IS LOCATED INSIDE OR OUTSIDE THE CITY LIMITS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Longview owns and operates municipal water and sewer utility systems that provide service both inside and outside the corporate limits of the City; and

WHEREAS, the City currently imposes a business and occupation tax, also known as a utility tax, on the income of public and private utility services, with the imposition of the tax on water and sewer utilities limited to services provided within the City limits; and

WHEREAS, customers located outside the City limits receive the same municipal utility services through the City's water distribution and sewer collection infrastructure but are not currently subject to the utility tax; and

WHEREAS, the City maintains, operates, repairs, and replaces utility infrastructure serving all customers connected to the system, including pipelines, pump stations, reservoirs, and treatment facilities located both inside and outside the City; and

WHEREAS, municipal utility services require general governmental support including administration, regulation, finance, customer service, emergency response coordination, and public safety services; and

WHEREAS, applying the utility tax uniformly to all customers receiving City utility service promotes fairness and equity among similarly situated users of the municipal utility system and ensures consistent contribution toward the governmental services supporting the utilities;

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

Section 1. Amendment.

Section 5.06.120, Imposition of the tax – Tax or fee levied, of the Longview Municipal Code is hereby amended in part to read as follows (amendment shown in legislative marks):

5.06.120 Imposition of the tax – Tax or fee levied.

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

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

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

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

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

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

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

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

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

~~(ig) The business of selling or furnishing stormwater services, commencing January 1, 2025, 18 percent, and commencing January 1, 2026, 21.5 percent.~~

(2) Upon every person engaged in or carrying on the operation or business hereinafter mentioned, as to such, the license fee shall be a tax equal to the gross operating revenue of the utility multiplied by the rate set out after the business as follows:

(a) The water utility of the city, 21.5 percent;

(b) The sanitary sewer utility of the city, 21.5 percent;

(c) The business of selling or furnishing a garbage or refuse collection service, 21.5 percent;

(d) The stormwater utility of the city, 21.5 percent.

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

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

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Publication. That the City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. Effective Date. This ordinance shall take effect and be in full force on May 1, 2026, following publication in accordance with law.

PASSED by the City Council of the City of Longview, Washington, at a regular meeting thereof this ____ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 3574

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING CHAPTER 5.06 OF THE LONGVIEW MUNICIPAL CODE TO APPLY THE CITY UTILITY TAX UNIFORMLY TO ALL CUSTOMERS RECEIVING CITY OF LONGVIEW UTILITY SERVICES REGARDLESS OF WHETHER THE CUSTOMER IS LOCATED INSIDE OR OUTSIDE THE CITY LIMITS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Longview owns and operates municipal water and sewer utility systems that provide service both inside and outside the corporate limits of the City; and

WHEREAS, the City currently imposes a business and occupation tax, also known as a utility tax, on the income of public and private utility services, with the imposition of the tax on water and sewer utilities limited to services provided within the City limits; and

WHEREAS, customers located outside the City limits receive the same municipal utility services through the City's water distribution and sewer collection infrastructure but are not currently subject to the utility tax; and

WHEREAS, the City maintains, operates, repairs, and replaces utility infrastructure serving all customers connected to the system, including pipelines, pump stations, reservoirs, and treatment facilities located both inside and outside the City; and

WHEREAS, municipal utility services require general governmental support including administration, regulation, finance, customer service, emergency response coordination, and public safety services; and

WHEREAS, applying the utility tax uniformly to all customers receiving City utility service promotes fairness and equity among similarly situated users of the municipal utility system and ensures consistent contribution toward the governmental services supporting the utilities;

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

Section 1. Amendment.

Section 5.06.120, Imposition of the tax – Tax or fee levied, of the Longview Municipal Code is hereby amended in part to read as follows (amendment shown in legislative marks):

5.06.120 Imposition of the tax – Tax or fee levied.

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

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

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

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

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

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

(2) Upon every person engaged in or carrying on the operation or business hereinafter mentioned, as to such, the license fee shall be a tax equal to the gross operating revenue of the utility multiplied by the rate set out after the business as follows:

(a) The water utility of the city, 21.5 percent;

(b) The sanitary sewer utility of the city, 21.5 percent;

(c) The business of selling or furnishing a garbage or refuse collection service, 21.5 percent;

(d) The stormwater utility of the city, 21.5 percent.

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

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

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Publication. That the City of Longview City Clerk is hereby ordered and directed to cause Ordinance to be published.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. Effective Date. This ordinance shall take effect and be in full force on May 1, 2026, following publication in accordance with law.

PASSED by the City Council of the City of Longview, Washington, at a regular meeting thereof this ____ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Longview

Agenda Summary

ORDINANCE NO. 3576 – AMENDING CERTAIN SECTIONS OF CHAPTER 19.12 OF THE LONGVIEW MUNICIPAL CODE RELATING TO APPEAL BOARD OF ADJUSTMENT

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT ORDINANCE NO. 3576 AMENDING CERTAIN SECTIONS OF LONGVIEW MUNICIPAL CODE (LMC) CHAPTER 19.12, APPEAL BOARD OF ADJUSTMENT

COUNCIL INITIATIVE ADDRESSED:

Strengthen economic conditions and create new opportunities

SUMMARY STATEMENT:

The proposed update to LMC is a procedural update related to the scheduling of Board of Adjustment meetings.

The current language requires that a Board of Adjustment meeting be held each month, even when there are no pending application(s) or item(s) to review. The proposed code update provides the ability for the chairman to cancel regular meetings if there are no items pending before the Board. The updated language does not grant any additional authority to the chair to cancel scheduled hearings or meetings with items on the agenda.

The proposed code updates do not change public notice requirements or other timeframes associated with application review or processing. The setting of hearing dates is unaffected as well.

STAFF CONTACT:

Nick Little, Community Development Director

Nick.little@ci.longview.wa.us

Attachments:

1. LMC 19.12.020 Updates
2. Ordinance No. 3576
3. Exhibit A to Ordinance No. 3576



Memorandum

TO: Longview City Council

FROM: Nick Little, CED Director

MEETING DATE: March 26, 2026

SUBJECT: LMC 19.12 Appeal Board of Adjustments Update

The proposed update to LMC is a procedural update related to the scheduling of Board of Adjustment meetings.

The current language requires that a Board of Adjustment meeting be held each month, even when there are no pending application(s) or item(s) to review. The proposed code update provides the ability for the chairman to cancel regular meetings if there are no items pending before the Board.

The proposed code updates do not change public notice requirements or other timeframes associated with application review or processing.

The updated language provides for the cancellation of a meeting only if there are no matters pending before the Board. The scheduling of hearings before the Board of Adjustment was addressed during previous updates in 2025, which allowed for the secretary to schedule hearings before the Board upon receipt of an application. The proposed provision allows for the cancellation of the meeting by the Chair if no items are scheduled.

As a result, the Board of Adjustment will not be required to hold a meeting with no items scheduled. If there are items that the Board would like to discuss on other items that are not scheduled as hearings, then it would remain the Board's prerogative to hold a meeting. The Board would also retain the ability to schedule "Special Meetings" with proper notification, as provided under RCW.

The updated language is contained with LMC 19.12.020 and is as follows:

19.12.020 Meetings – Majority vote.

Meetings of the board shall be held at least once each month and at such other times as the chairman of the board may determine, provided that a scheduled

meeting may be canceled by the chairman when there are no matters pending before the Board. There shall be a fixed place of meeting. All board meetings shall be open to the public. Any action of the board shall receive an affirmative vote of at least a majority of the total board. When requested by the secretary or chairman of the board, the director of community and economic development and the building official and the chief of the fire department, or such of them as have received such a request, shall attend any board meeting for the purpose of furnishing technical advice to the board.

ORDINANCE NO. 3576

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON, AMENDING LMC 19.12 RELATING TO BOARD OF ADJUSTMENT MEETING SCHEDULING

WHEREAS, the Board of Adjustment is a key decision-making body tasked with reviewing and adjudicating variance requests, special use reviews, and other zoning-related matters, and its current procedures require modernization to enhance efficiency and effectiveness; and

WHEREAS, the existing language of LMC 19.12.020 requires the Board of Adjustment to hold a meeting each month, regardless of whether any application, appeal, hearing, or other matter is pending before the Board; and

WHEREAS, the proposed language increases administrative efficiency by providing a method in which to avoid unnecessary meetings and the need for the Board to convene solely for an empty agenda; and

WHEREAS, the proposed update does not alter public notice procedures, statutory requirements, or any established timelines for processing applications or appeals; and

WHEREAS, the Board will retain all existing authority to hold regularly scheduled meetings, special meetings, or schedule hearings; and

WHEREAS, the amendment is solely intended to eliminate the requirement to hold a meeting when no items are pending, thereby improving efficiency while maintaining transparency and public access.

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

Section 1. That Chapter 19.12.020 of the Longview Municipal Code shall be and is hereby amended to read as shown in the attached exhibit A hereto as part of this ordinance, provided that manifest and numbering errors shall be corrected prior to publication.

Section 2. Severability. If any portion of this ordinance is declared invalid or unconstitutional, such decision shall not affect the validity of the remaining portions.

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

Section 4. This Ordinance shall be in full force and effect 5 days after passage and publication as required by law.

Passed by the City Council this ____ day of _____, 2026.

Approved by the Mayor this ____ day of _____, 2026.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____

Exhibit A to Ordinance No. 3576

The updated language is contained with LMC 19.12.020 and is as follows:

19.12.020 Meetings – Majority vote.

Meetings of the board shall be held at least once each month and at such other times as the chairman of the board may determine, provided that a scheduled meeting may be canceled by the chairman when there are no matters pending before the Board. There shall be a fixed place of meeting. All board meetings shall be open to the public. Any action of the board shall receive an affirmative vote of at least a majority of the total board. When requested by the secretary or chairman of the board, the director of community and economic development and the building official and the chief of the fire department, or such of them as have received such a request, shall attend any board meeting for the purpose of furnishing technical advice to the board.



City of Longview

Agenda Summary

RESOLUTION NO. 2612 - AMENDMENT TO THE 2026 – 2031 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING AND MOTION TO ADOPT RESOLUTION NO. 2612.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Each year, as required by state law, the City updates and adopts a Six-Year Transportation Improvement Program (TIP). The TIP is a priority listing of federally funded or proposed transportation-related projects within the City. The TIP identifies the year and the funding sources for the various projects, as well as other basic information on the projects. In order to receive federal or state transportation funding, a project must appear on the City's adopted TIP. However, the TIP may be amended by the City Council at any time to add or delete projects or change funding sources and amounts, following a public hearing on the proposed amendment.

Additionally, federal law requires transit agencies receiving Federal Transit Administration (FTA) funding to prepare a Program of Projects (POP) identifying the projects to be funded with FTA funding, and to conduct a public hearing and outreach process prior to adopting the POP. The TIP includes FTA funded projects and meets the requirements of the POP.

The required public hearing calls for receiving public testimony regarding amending the 2026-2031 TIP/POP. This amendment specifically addresses modifying the Columbia Heights Road project and a number of Transit projects that were approved in the 2026-2031 TIP/POP.

Columbia Heights Road project was updated to reflect secured funding from a federal earmark. Numerous Transit projects modified to reflect Federal Transit funding and administrative edits.

STAFF CONTACT:

Chris Collins, Public Works Director

Attachments:

1. Res 2612 - Amend 2026-2031 TIP.POP
2. EXHIBIT A - 6 Yr TIP 2026-31
3. EXHIBIT B - 6 Yr POP 2026-31

RESOLUTION NO. 2612

A RESOLUTION AMENDING THE SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) (2026-2031) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP) FOR THE CITY OF LONGVIEW, WASHINGTON, AND SUPERSEDING AND REPLACING RESOLUTION NO. 2494. THE PURPOSE OF THIS TIP AND POP AMENDMENT IS TO UPDATE PROJECTS TO REFLECT CURRENT FUNDING LEVELS.

WHEREAS, Resolution No. 2562 was adopted by the Longview City Council on the 12th day of June, 2026, adopting the Transportation Improvement Program (TIP) and RiverCities Transit Program of Projects (POP) for the six-year period of 2026-2031; and

WHEREAS, it is necessary to amend said Transportation Improvement Program and Program of Projects to provide for amending projects to reflect current funding levels, and to supersede and replace said Resolution No. 2562 with this enactment; and

WHEREAS, pursuant to said requirements the City prepared a amended Transportation Improvement Program (TIP) and RiverCities Transit Program of Projects (POP) for the next ensuing six years (2026-2031) and this plan was presented to the Longview City Council on March 26, 2026; and

WHEREAS, the Longview City Council held the required public hearing thereon at 6:00 p.m. at the City Hall in Longview, Washington on the 26th day of March, 2026; and

WHEREAS, no unresolved written or oral objections to the revised Transportation Improvement Program (TIP) and RiverCities Transit Program of Projects (POP) have been received by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview, that the amended Transportation Improvement Program (TIP) and RiverCities Transit Program of Projects (POP) for the Federal Highway Administration, Transportation Improvement Board, Federal Transit Administration, Motor Vehicle Fuel Excise Tax, and other federal and state funded transportation projects as prepared by the Longview City Public Works Director and submitted to the Longview City Council, a copy of which is hereto attached and marked Exhibit A, is hereby adopted as the Official Transportation Improvement Program (TIP) and RiverCities Transit Program of Projects (POP) for the City for the next ensuing six years through December 31, 2031, as required by RCW 35.77.010.

BE IT FURTHER RESOLVED, that a copy of said Transportation Improvement Program (TIP) shown on Exhibit A and RiverCities Transit Program of Projects (POP), as shown on Exhibit B, both attached and made a part of this Resolution, together with a copy of this Resolution, shall be filed with the Secretary of Transportation of the State of Washington not more than thirty (30) days after its adoption.

BE IT FURTHER RESOLVED, that Resolution No. 2612 shall be, and is hereby superseded and replaced by this Resolution.

PASSED by the City Council of the City of Longview in regular session and approved by the Mayor this 26th day of March, 2026.

M A Y O R

ATTEST:

City Clerk

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Funded	Program	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditures Schedule				Federally Funded Projects Only					
									Project Phase	Phase Start	Fund Source Information								State Fund Code	State Funds	Local Funds	Total Funds	Envir Type	R/W Required Date (MM/YY)
											Federal Funding													
											Federal Fund Code	Federal Cost by Phase												
4	7	DOWNTOWN CROSSWALK UPGRADES Commerce @ Vandercook; 11th @ Delaware & Maple; 8th @ Hudson 18th @ Olympia & Maple; 19th @ Olympia from: to: Upgrade low-risk crosswalks TOTAL PROJECT \$172,000			21	P	.10		PE	01/01/25	HSIP	20			2	22	22					CE	No	
									CN	04/01/26	HSIP	150				150		150						
									Totals															
												170		2	172	22	150							
6	1	COLUMBIA HEIGHTS ROAD Fisher's Lane to Cascade Drive from: Fishers Lane to: Cascade Drive Reconstruct roadway adding drainage, sidewalk, illumination & guard rail Add: Using local funds to replace water line and CIPP existing sewer line TOTAL PROJECT \$10,439,000			4	S	1	C G O P S T W	CN	10/01/26	DEMO	4894	MAWA	1840	1347	8081		8492			CE	No		
									CN	10/01/26	STBG(UM)	381	TIB	3000	814	4195	2000		2195					
									CN	10/01/26	STP(L)	2000			400	2400		2400						
									Totals															
												7275		4840	2561	14676	2000	10892	2195					
7	11	COMMERCE AVENUE Hemlock St. to Florida Street from: Hemlock St. to: Florida Street Reconst sidewalk, crosswalk, adding streetscape incl stmwtr retrofit TOTAL PROJECT \$1,450,000			4	P	.67	C G O P S T W	PE	06/01/25					200	200		200			CE	No		
									CN	06/01/26	STPUS	1250				1250		1250						
									Totals															
												1250			200	1450		1450						
7	8	7TH AVE. & DOUGLAS ROUNDABOUT Intersection from: to: Construct roundabout including sidewalks & bike lanes TOTAL PROJECT \$2,590,000			4	P	.30	C G O P S T W	PE	01/01/26					430	430	430			CE	No			
									CN	06/01/27			OTHER	1800	360	2160		2160						
									Totals															
												1800		790	2590	430	2160							

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Funded	Program	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only		
									Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds	Envir Type
											Federal Funding		State Funds	Local Funds			Total Funds						
											Federal Fund Code	Federal Cost by Phase											
6	9	14TH AVENUE Alabama St. to Beech Street from: Alabama St. to: Beech St. Construct street including drainage, sidewalks & bike lanes TOTAL PROJECT \$3,770,000			1	P	.93	C G O P S T W	PE CN	01/01/26 06/01/27			OTHER	2600	650 520	650 3120		650	3120		CE	No	
									Totals								2600	1170	3770	0	650		
3	6	OCEAN BEACH HIGHWAY CORRIDOR Washington Way to Patriot Rail Crossing from: to: Sign'g, strip'g, med. curb, access mgmt, bike lanes, speed limit reduction TOTAL PROJECT \$3,960,000			21	P	2.5		PE CN	01/01/27 07/01/28	STP(S) STP(S)	580 3300			80	660 3300			660	3300	CE	No	
									Totals								3880	80	3960	660	3300		
4	5	20TH AVE. CORRIDOR Arkansas St. to Nichols Blvd. from: Arkansas St. to: Nichols Blvd. ADA upgds, speed bars & radar speed signs TOTAL PROJECT \$675,000			21	P	0.6		PE CN	01/01/27 07/01/27	STP(S) STP(S)	100 560			15	115 560	115	560			CE	No	
									Totals								660	15	675	115	560		
04	2	SYSTEMIC PEDESTRIAN CROSSING IMPROVEMENTS Various Locations from: to: Install RRFB's, Median Island, Radar Speed Signs, Lighting & Crosswalks TOTAL PROJECT \$1,743,000			21	S		C G O P S T W	PE CN	01/01/25 06/01/25	HSIP HSIP	200 1543			0 0	200 1543	200	1543			CE	No	
									Totals								1743	0	1743	200	1543		

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Funded	Program	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
									Project Phase	Phase Start	Fund Source Information										1st	2nd
											Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
											Federal Fund Code	Federal Cost by Phase										
03	10	WASHINGTON WAY/NICHOLS/26TH ROUNDABOUT from: to: Const. roundabout incl. sdwk & bike lanes TOTAL PROJECT \$7,670,000			04	P	0.1	C G O P S T W	PE RW CN	02/01/26 03/01/27 10/01/27	 	 	OTHER OTHER OTHER	1000 290 5100	200 60 1020	1200 350 6120	 	1200 350 3000	 	3120	CE	YES
Totals											6390	1280	7670	0	1200	3350	3120					
4	3	Beech Street Corridor Reconnection Improvements (BSCRI) from: Washington Way to: Oregon Way Reconstruction TOTAL PROJECT \$ 49,724,000			4	P	1.2	P S W	PE RW CN	07/01/26 07/01/27 1/1/2029	RCN 37994	8260 470 37994	 	 	530 30 2440	8790 500 40434	 	8790 500	 	40434	DCE	Yes
Totals											46724			3000	49724			8790	500	40434		
3	4	Oregon Way Pavement Rehabilitation from: Beech St to: Industrial Way ADA Improvements & Repaving TOTAL PROJECT \$2,774,000			5	P	1.6		PE CN	07/01/24 06/01/25	NHPP NHPP	333 2441	 	 	 	333 2441	333 2441	 	 	 	DCE	No
Totals											2774			2774			2774					
5	12	Glenwood/Virginia Way Repaving from: Columbia Heights to: Pacific Way Repaving TOTAL PROJECT \$1,300,000			5	s	1.22		ALL	05/01/28	 	 	 	 	1300	1300	 	 	 	1300	DCE	No
Totals															1300	1300						

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Funded	Program	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only		
									Project Phase	Phase Start	Fund Source Information												
											Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
											Federal Fund Code	Federal Cost by Phase											
4	14	38th Ave from: Industrial Way to: Memorial Park Repaving & Road Diet TOTAL PROJECT \$820,000			5	s	0.57		All	06/01/30					820	820				820	DCE	No	
									Totals								820	820	820				
3	15	Mt Solo Road TOTAL PROJECT \$1,400,000																				DCE	No
3	13	15th Avenue Pavement Rehabilitation from: Delaware Street to: Tennant Way TOTAL PROJECT \$2,080,000			5	P	1.2		PE	07/01/28	NHS	350				350				350	DCE	No	
									CN	06/01/29	NHS	1730				1730				1730			
									Totals								2080	2080	2080				

CITY OF LONGVIEW
SIX YEAR TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only					
							Project Phase	Phase Start	Fund Source Information										1st	2nd	3rd	4th thru 6th	Envir Type	R/W Required Date (MM/YY)
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds										
									Federal Fund Code	Federal Cost by Phase														
		TRANSIT OPERATING ASSISTANCE CTA 21-1 from: to: TOTAL PROJECT \$2,546,000	23	S			ALL	01/01/26	5307	1273			1273	2546	2546						No			
							Totals								1273	1273	2546	2546						
		TRANSIT OPERATING ASSISTANCE CTA 22-1 from: to: TOTAL PROJECT \$2,846,000	23	S			ALL	07/01/26	5307	1423			1423	2846	1423	1423					No			
							Totals								1423	1423	2846	1423						
		TRANSIT OPERATING ASSISTANCE CTA 20-5 from: to: TOTAL PROJECT \$1,468,000	23	S			ALL	01/01/26	5307	734			734	1468	1468						No			
							Totals								734	734	1468	1468						
		TRANSIT OPERATING ASSISTANCE CTA 25-1 from: to: TOTAL PROJECT \$3,172,000	23	S			ALL	01/01/27	5307	1586			1586	3172			3172				No			
							Totals								1586	1586	3172	0	3172					
		TRANSIT OPERATING ASSISTANCE CTA 26-1 from: to: TOTAL PROJECT \$2,600,000	23	S			ALL	01/01/28	5307	1300			1300	2600	2600						No			
							Totals								1300	1300	2600	2600	0					
		TRANSIT OPERATING ASSISTANCE CTA 27-1 from: NA to: TOTAL PROJECT \$2,600,000	23	S			ALL	07/01/29	5307	1300			1300	2600		2600					No			
							Totals								1300	1300	2600	2600	0	0				

CITY OF LONGVIEW
SIX YEAR TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds	Envir Type	R/W Required Date (MM/YY)
									Federal Fund Code	Federal Cost by Phase					1st	2nd	3rd	4th thru 6th				
		TWO TRANSIT COACHES CTA 27-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$1,400,000	23	S			ALL	07/01/27	5307	1120			280	1400		1400				No		
							Totals								1120	280	1400	1400				
		TRANSIT OPERATING ASSISTANCE CTA 28-1 from: to: TOTAL PROJECT \$2,600,000	23	S			ALL	07/01/28	5307	1300			1300	2600			2600			No		
							Totals								1300	1300	2600	2600	0			
		TWO TRANSIT COACHES CTA 28-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$1,800,000	23	P			ALL	07/01/28	5307	1440			360	1800			1800			No		
							Totals								1440	360	1800	1800	0			
		BUS STOP AMENITIES CTA 23-4 from: to: Shelters, benches, disposal cans, etc. TOTAL PROJECT \$260,000	23	S			ALL	10/01/26	5339	130			130	260	260					No		
							Totals								130	130	260	260				
		TWO ADA CUTAWAY VANS CTA 24-2 One Fixed Route and one ADA Cutaway from: to: Replacement TOTAL PROJECT \$450,000	23	S			ALL	10/01/25	5339	360			90	450	450					No		
							Totals								360	90	450	450				
		ONE TRANSIT FACILITIES TRUCK & ONE RELIEF CAR CTA 26-3 from: to: Replacement for 42-15 TOTAL PROJECT \$150,000	23	S			ALL	01/01/26	5339	120			30	150	150					No		
							Totals								120	30	150	150	0	0		

CITY OF LONGVIEW
SIX YEAR TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only				
							Project Phase	Phase Start	Fund Source Information										Envir Type	R/W Required Date (MM/YY)			
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds									
									Federal Fund Code	Federal Cost by Phase													
		THREE ADA CUTAWAY REPLACEMENT VANS CTA 27-3 from: to: Replacements TOTAL PROJECT \$782,500	23	P			ALL	01/01/26	5307	626			157	783	783						No		
							Totals								626	157	783	0					
		TWO ADA CUTAWAY VANS & ONE STAFF CAR CTA 29-3 from: to: Replacements TOTAL PROJECT \$450,000	23	P			ALL	01/01/29	5339	360			90	450					450		No		
							Totals								360	90	450	450					
		TRANSIT OPERATING ASSISTANCE CTA 29-1 from: to: TOTAL PROJECT \$2,600,000	23	P			ALL	07/01/29	5307	1300			1300	2600					2600		No		
							Totals								1300	1300	2600	2600					
		ONE TRANSIT COACH CTA 29-2 from: to: Replacement TOTAL PROJECT \$900,000	23	P			ALL	01/01/29	5307	720			180	900					900		No		
							Totals								720	180	900	900					
		One Transit Coach Overhaul 26-7 from: NA to: TOTAL PROJECT \$356,250	23	S			ALL	01/01/27	5307	285			71	356			356				No		
							Totals								285	356	0	356	0	0			
		Rainier Commuter Bus '27 CTA 25-3 Operations for Rainier Commuter Bus from: NA to: TOTAL PROJECT \$472,000; Request \$48,000 - City of Rainier		S				7/1/2026	5307	49		0	49	98	98						No		
								7/1/2027	5307	69		0	69	138		138							
								7/1/2028	5307	70			70	140			140						
							Totals								188	188	376	98	138	140	0		

CITY OF LONGVIEW
SIX YEAR TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2026 TO 2031 (2494)

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only				
							Project Phase	Phase Start	Fund Source Information										Envir Type	R/W Required Date (MM/YY)			
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds									
									Federal Fund Code	Federal Cost by Phase													
		ADA Supervisor Vehicle CTA 26-5 Purchase superviosr vehicle for ADA contractor use. from: NA to: TOTAL PROJECT \$36,000	23	S			ALL	1/1/2026	5307	29		0	7	36	36						No		
							Totals								29	7	36	36	0	0	0		
		One Transit Coach Overhaul CTA 26-6 Refubish an aging coach to extend its useful life from: NA to: TOTAL PROJECT \$356,250	23	S			ALL	1/1/2026	5339(b)	285		0	71	356	356						No		
							Totals								285	71	356	356	0	0	0		
		I-5 Commuter Bus Operating Assistance CTA 27-5 Sustain service on existing route between Cowlitz and Clark counties and Cowlitz Indian Reservation. from: NA to: TOTAL PROJECT \$532,000	23	S			ALL	7/1/2027	5307	26	OTHER	400	106	532		532					No		
							Totals								26	106	532	0	532	0	0		
		Transit Alternative Power System CTA 29-4 Procure and install alternative power generation for transit vehicles. from: NA to: TOTAL PROJECT \$2,000,000	23	P			ALL	1/1/2029	5339(b)	1600			400	2000				2000			No		
							Totals								1600	400	2000	0	0	0	2000		
		Transit Operating Assistance 30-1 Support for fixed route and paratransit services. from: NA to: TOTAL PROJECT \$1,300,000	23	S			ALL	1/1/2030	5307	1000	OTHER	150	150	1300				1300			No		
							Totals								1000	150	1300	0	0	0	1300		
		Transit Operating Assistance 30-2 Replacement of aging vehicle. from: NA to: TOTAL PROJECT \$247,500	23	P			ALL	1/1/2030	5339	198			50	248				248			No		
							Totals								198	50	248	0	0	0	248		



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

AGENDA TITLE: ACCESSIBILITY ADVISORY COMMITTEE RECOMMENDATIONS ON UPGRADING ALL FOUR CURB RAMPS AT 12TH AVENUE AND MAPLE STREET IN ORDER TO ADD A NEW RIVERCITIES TRANSIT BUS STOP

DATE: March 26, 2026

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

- Improve streets and roads
- Enhance public safety & emergency response
- Preserve and enhance neighborhoods
- Improve transportation systems
- Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Background:

The Accessibility Advisory Committee was established in 2017 to support the City and its staff by reviewing and providing recommendations on the prioritization of accessibility-related improvements. These include upgrades to City-owned buildings, infrastructure, public rights-of-way, parking facilities, and new developments to enhance accessibility for all individuals. The Committee is allocated \$50,000 annually to fund City capital improvement projects that promote ADA compliance and improve accessibility. All funding allocations are subject to City Council approval.

On March 16, 2026, the Accessibility Advisory Committee reviewed a proposal from RiverCities Transit to cost share upgrades to the four corner curb cuts at the corners of 12th Avenue and Maple Street. Currently, the closest bus stop to CAP is at 12th and Broadway. Relocating this bus stop to 12th and Maple will provide safe and accessible boarding for individuals who use CAP as a resource and utilize RiverCities Transit. Upgrading these curbs will also provide ADA compliant ramps for all individuals of all abilities. The total cost for the project is estimated at \$40,000 with \$20,000 funded through RiverCities Transit funds and \$20,000 funded from the Accessibility Advisory Committee. The AAC currently has \$48,078.77 of unallocated capital funds, so this project of \$20,000 is within their current budget allotment, leaving \$28,078.77 of funds for future projects.

RECOMMENDED ACTION:

Motion to authorize the allocation of \$20,000, with matching funding from RiverCities Transit, for curb ramp upgrades at the intersection of 12th and Maple.

STAFF CONTACT:

Rashelle Douglas, Safety & Risk Manager

ATTACHMENTS:

Letter to Accessibility Advisory Committee from RiverCities Transit
12th and Maple Street Aerial Photo



March 12, 2026

To: City of Longview Accessibility Advisory Committee
From: Jim Seeks, Transit Manager, RiverCities Transit
Subject: Request for Cost-Sharing Approval – ADA Improvements at 12th Avenue & Maple Street

Dear Committee Members,

I am respectfully requesting the Committee's support for a \$40,000 project to make the sidewalk and curb ramp at the northeast corner of 12th Avenue & Maple Street fully compliant with the Americans with Disabilities Act (ADA). The new stop would be served on Routes 30 and 33.

This improvement will enhance pedestrian accessibility and safety at a key intersection, ensuring equitable access for individuals with mobility challenges, transit users, and the broader community. The proposed stop location at 12th Avenue & Maple Street, in close proximity to Lower Columbia CAP, improves access for individuals and families who rely on CAP services.

Relocation of the bus stop from 12th & Broadway will require removal of one on-street parking stall at the 12th & Maple intersection to accommodate the ADA-compliant ramp and boarding area. This change will provide safe and accessible boarding for transit passengers. In turn, the bus stop at 12th & Broadway will be removed.

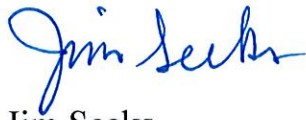
Chris Collins, Assistant City Manager and Public Works Director, estimates a total project cost of \$40,000. We propose this expense be shared equally between the Accessibility Advisory Committee and RiverCities Transit, reflecting the mutual public benefit and improved access to essential community services and transit.

Upon approval of the \$20,000 share by the Accessibility Advisory Committee and subsequent approval by the City Council, the anticipated timeline for construction is Summer 2026.

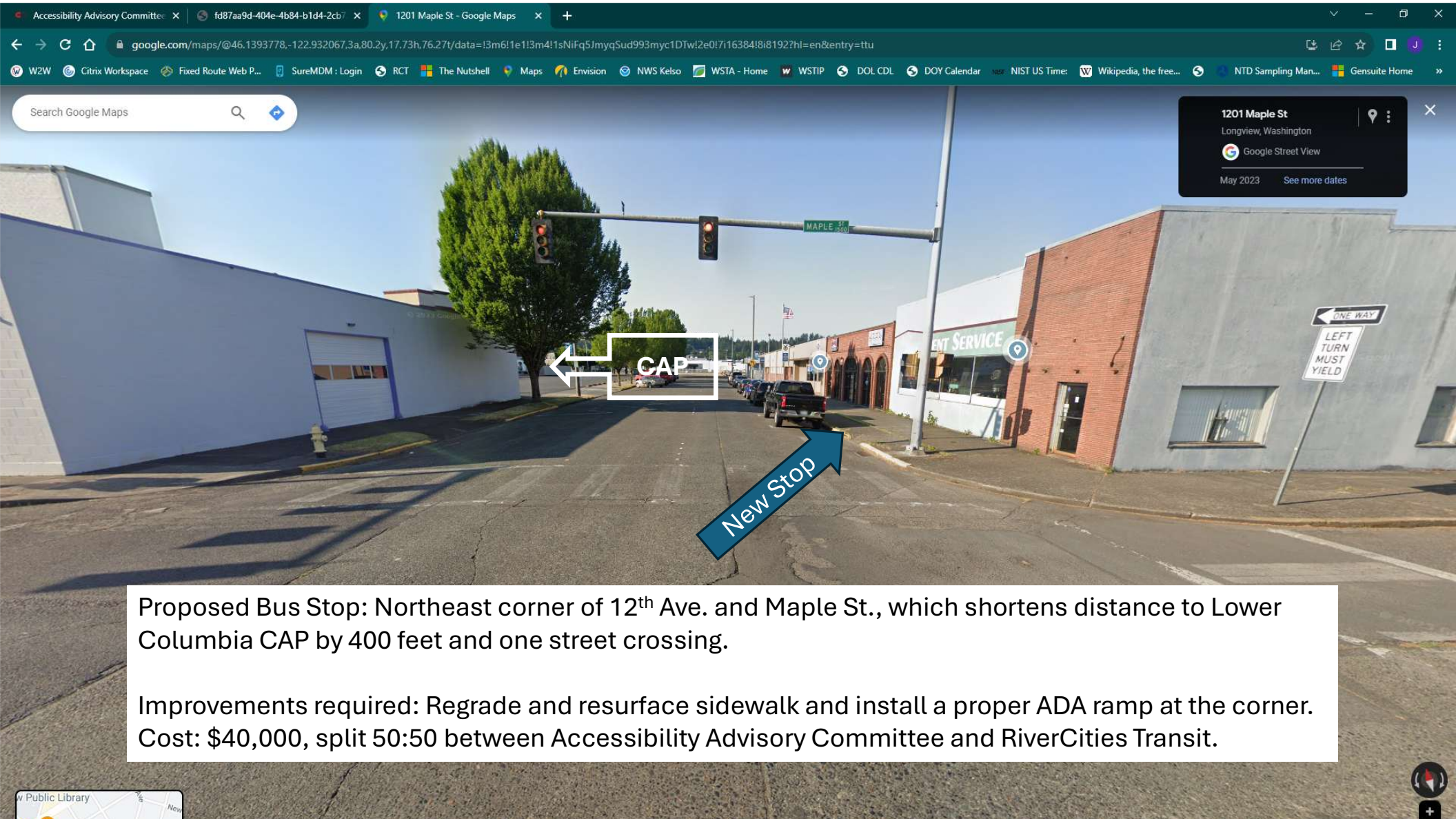
Your consideration and approval of this request is appreciated. Please feel

free to contact me with any questions or if additional information is needed.

Sincerely,

A handwritten signature in blue ink that reads "Jim Seeks". The signature is fluid and cursive, with the first name "Jim" and last name "Seeks" clearly distinguishable.

Jim Seeks
Transit Manager
RiverCities Transit
jim@rcitransit.org



Proposed Bus Stop: Northeast corner of 12th Ave. and Maple St., which shortens distance to Lower Columbia CAP by 400 feet and one street crossing.

Improvements required: Regrade and resurface sidewalk and install a proper ADA ramp at the corner.
Cost: \$40,000, split 50:50 between Accessibility Advisory Committee and RiverCities Transit.



City of Longview

Agenda Summary

RESOLUTION NO. 2610 –ADOPTING THE WATER UTILITY LEAK ADJUSTMENT POLICY

RECOMMENDED ACTION:

ADOPT RESOLUTION NO. 2610 ADOPTING THE CITY OF LONGVIEW WATER UTILITY LEAK ADJUSTMENT POLICY.

COUNCIL INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: Yes

SUMMARY STATEMENT:

The City periodically receives requests from customers who experience unusually high water bills due to unexpected leaks occurring on private plumbing or service lines located after the water meter. Historically, the City addressed these situations by reducing the leak-related water usage by fifty percent. While this provided some relief, the remaining charges could still result in very large bills for customers.

The proposed Water Utility Leak Adjustment Policy establishes a standardized process for reviewing and adjusting water utility bills in situations where customers experience a sudden and verified leak. The policy outlines eligibility criteria, documentation requirements, and the methodology used to calculate adjustments. Under the policy, the customer remains responsible for normal water consumption and base service charges. Water usage associated with the verified leak will be billed at the City's wholesale water rate rather than the retail utility rate. The policy limits adjustments to two billing cycles per incident and allows only one adjustment per customer account within a twelve-month period.

The policy is intended to provide reasonable financial relief to customers while ensuring the City continues to recover the cost of water service and maintain the financial stability of the utility system.

The proposed policy was reviewed by the Public Works Subcommittee, which recommended adoption.

PURPOSE:

The purpose of Resolution No. 2610 is to formally adopt the Water Utility Leak Adjustment Policy and authorize the Finance Department and Public Works Department to administer the policy.

FISCAL IMPACT:

The policy may reduce revenue associated with leak-related consumption in qualifying cases. However, the City will continue to recover the wholesale cost of the water provided as well as base service charges.

STAFF CONTACT:

Chris Collins, Public Works Director/Asst. City Manager

Attachments:

1. Water Utility Leak Adjustment Policy CC
2. Resolution 2610 - Water Leak Policy CC

		City of Longview Policies and Procedures
Policy Name: Water Utility Leak Adjustment Policy		Effective Date: 3/26/2026
Supersedes: NEW	Originating Office: Finance Department	Approved by: City Council
Responsible Office/Person: Finance Director		

PURPOSE OF THIS POLICY:

The purpose of this policy is to provide limited financial relief to water utility customers who experience an unexpected and verified water leak that results in unusually high water consumption and billing.

The policy is intended to balance fairness to customers with the requirement that the City recover the cost of water service. This policy is a courtesy adjustment and not an entitlement.

DEPARTMENTS AFFECTED:

This policy is applicable to the Finance Department.

2. Eligibility

A customer may qualify for a leak adjustment if all of the following conditions are met:

1. The leak occurred on the customer's private service line located after the water meter.
2. The leak was sudden, unintentional, and outside normal usage patterns.
3. The leak has been repaired.
4. The customer submits a completed City of Longview Water Leak Credit Request Form.
5. The customer provides supporting documentation as required by this policy.
6. Leak adjustments are available no more than once per customer account within a 12-month period.
7. Only 2 billing cycles in a 12-month period will be eligible for a water leak credit. If the leak spans beyond two billing cycles, the two highest usage cycles will be used when calculating the adjustment.

Eligibility for this policy requires that the customer maintain an account in good standing with the City. During this time, the customer remains responsible for payment of the applicable base service charges as well as their average consumption charges. These charges reflect the ongoing costs associated with operating and maintaining the City's utility systems.

3. Required Documentation

To be considered, the customer must submit all of the following:

- Completed City Water Leak credit request Form, including a written description of the leak and date repaired.
- Itemized repair invoice from a contractor, receipts, or an itemized list of inventory used for materials in the repair

The city may request additional documentation if needed to verify the claim.

Failure to provide sufficient evidence will result in denial of the adjustment.

4. Ineligible Situations

The following situations are not eligible for leak relief:

1. Interior and exterior plumbing fixture leaks, including but not limited to:
 - Toilets
 - Faucets
 - Shower heads
 - Appliances
 - Water heaters
2. Situations caused by customer negligence or inattention, including:
 - Hose left running
 - Faucet left on
3. Repeated leaks within the same 12-month period.
4. Water usage associated with filling pools, ponds, hot tubs, landscaping, or construction activities.

5. Calculation of Adjustment

The adjustment does not waive all water charges. The customer remains responsible for normal water usage. Prior to the calculation of the adjustment, water consumption must return to normal. This can be determined by the following billing cycle showing normal consumption or by water department staff verifying the leak has been repaired.

The adjustment will be calculated as follows:

1. Staff will determine the customer's average monthly water consumption based on prior billing history.
2. The average usage amount will be considered normal consumption and will not be adjusted.
3. For accounts with less than 6 months of billing history, the average of 6 units per month of consumption will be used to determine average consumption.
4. Any usage above the calculated average will be considered leak volume.
5. The leak volume will be billed at the City's current wholesale water rate paid to the Mint Farm Regional Water Treatment Plant, rather than the retail utility rate.

This adjustment applies only to the water consumption charge and does not eliminate service charges, base fees, taxes, or other applicable utility charges.

Commercial/ Industrial customers who are provided with a leak adjustment who also have City sewer services will receive an adjustment on sewer consumption charges calculated in the same method as the water adjustment. Usage charges for the calculated loss will be \$0.00

6. Customer Responsibility

Customers are responsible for maintaining all plumbing and service lines located after the meter. The City is not responsible for:

- Private plumbing failures
- Irrigation systems
- Customer-owned piping

This policy provides limited relief but does not transfer responsibility for private system maintenance to the City.

7. Review and Approval

All leak adjustment requests will be reviewed by Utility Billing staff and approved by the Public Works Director or designee.

The City reserves the right to:

- Inspect the property
- Verify repairs
- Deny claims that cannot be verified

Approval is based on documentation, usage patterns, and meter data.

8. Retroactive Application

This policy shall apply retroactively to qualifying leaks occurring on or after September 1, 2025, provided the customer submits documentation within 90 days of notification of the high usage or within 90 days of policy adoption, whichever is later.

9. Limitations

- The adjustment is a one-time courtesy within a 12-month period.
- Approval of a leak adjustment does not guarantee approval of future requests.
- The City's decision regarding eligibility and calculation shall be final.
- The City will not shut off service to customers actively participating in this policy. Once the final adjustment is made customers must bring the account to current status or participate in an approved payment arrangement with the city.

10. Administration

The Finance Department and Public Works Department are authorized to implement administrative procedures necessary to carry out this policy, including billing adjustments and documentation requirements.

(Font Text Arial 11 pt, Font Headings Arial 12 pt)

RESOLUTION NO. 2610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, ADOPTING A WATER UTILITY LEAK ADJUSTMENT POLICY AND AUTHORIZING ITS IMPLEMENTATION.

WHEREAS, the City of Longview operates and maintains a municipal water utility system that provides essential water service to residents and businesses; and

WHEREAS, from time to time customers experience unexpected water leaks on private plumbing or service lines located after the water meter which can result in unusually high water consumption and billing; and

WHEREAS, the City recognizes that such leaks can create financial hardship for customers while also recognizing the City's obligation to recover the cost of providing water service and maintaining the utility system; and

WHEREAS, the City desires to establish a consistent and transparent process to provide limited financial relief to customers who experience a sudden and verified water leak while ensuring the continued financial stability of the water utility; and

WHEREAS, the proposed Water Utility Leak Adjustment Policy establishes eligibility requirements, documentation standards, and a methodology for calculating adjustments for qualifying leaks; and

WHEREAS, the Public Works Subcommittee has reviewed the proposed policy and recommended adoption by the City Council;

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

Section 1. Adoption of Policy.

The City Council hereby adopts the Water Utility Leak Adjustment Policy, attached hereto as *Exhibit A* and incorporated herein by this reference.

Section 2. Courtesy Adjustment.

Adjustments provided under this policy are intended as a one-time courtesy and are not an entitlement or guarantee of future adjustments. The City reserves the right to approve or deny any request based on the eligibility criteria and documentation requirements established in the policy.

Section 3. Administration.

The Finance Department and Public Works Department are authorized to administer and implement the policy, including establishing administrative procedures necessary to carry out the provisions of the policy.

Section 4. Effective Date.

This resolution shall take effect immediately upon its adoption.

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 26th day of March 2026.

M A Y O R

ATTEST:

City Clerk



City of Longview

Agenda Summary

RESOLUTION NO. 2611 – APPROVING AN INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING SERVICES AND AUTHORIZING EXECUTION OF THE ANIMAL SHELTERING CONTRACT 2026

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2611

DATE: March 26, 2026

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Support safe, healthy, and livable neighborhoods through regional partnerships

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The Cities of Castle Rock, Longview, and Woodland have collaborated through a Joint Negotiating Board (“JNB”) to develop a coordinated regional approach to animal sheltering services. Longview has actively participated in evaluating service options, negotiating contractual terms, and preparing aligned council actions across the partner jurisdictions.

The proposed Interlocal Agreement (ILA) establishes a cooperative framework for administration, cost allocation, and joint oversight of animal sheltering and related services. The Agreement for Animal Sheltering Services attached to the proposed ILA as Exhibit B governs the intake, care, housing, veterinary evaluation, and adoption or other lawful disposition of animals on behalf of the City. The agreement outlines service levels, reporting requirements, and compensation terms for the contract period.

Adoption of this resolution (1) approves the Interlocal Agreement among the participating cities and (2) authorizes the City Manager to execute the jointly negotiated animal sheltering contract with The Humane Society for Southwest Washington. This action ensures continuity of humane animal care services; maintains compliance with state and local requirements; promotes fiscal efficiency through regional coordination; and aligns implementation timelines across jurisdictions.

RECOMMENDED ACTION:

Approve Resolution No. 2611 authorizing execution of the Interlocal Agreement for Animal Sheltering Services among the participating municipalities and authorizing execution of the Agreement for Animal Sheltering Services with the Humane Society for Southwest Washington.

STAFF CONTACT:

James Goodman, Sr. Assistant City Attorney

Attachments:

1. Resolution No. 2611 – Approving an Agreement for Animal Sheltering Services
2. Exhibit A – Interlocal Agreement for Animal Sheltering Services

A RESOLUTION OF THE CITY OF LONGVIEW, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PARTICIPATING MUNICIPALITIES FOR THE ADMINISTRATION OF ANIMAL SHELTERING SERVICES AND AUTHORIZING EXECUTION OF A CONTRACT WITH THE HUMANE SOCIETY FOR SOUTHWEST WASHINGTON FOR THE PROVISION OF ANIMAL SHELTERING AND RELATED SERVICES.

WHEREAS, the cities of Longview and neighboring municipalities have collaborated through a joint negotiating board to review, evaluate, and negotiate the terms of regional animal sheltering services; and

WHEREAS, representatives from multiple jurisdictions, including Longview, Woodland, Castle Rock, and others, have participated in joint discussions and coordination meetings concerning shared sheltering needs and contract negotiations with the Humane Society for Southwest Washington; and

WHEREAS, the joint negotiating board has completed its review and has prepared an Interlocal Agreement among the participating municipalities establishing a shared administrative framework for animal sheltering services; and

WHEREAS, pursuant to the authority provided under the ILA, the negotiating board has completed contract negotiations with The Humane Society for Southwest Washington (HSSW) for the provision of animal sheltering, veterinary care, and related animal services on behalf of all participating municipalities; and

WHEREAS, the proposed ILA and the attached Agreement for Animal Sheltering Services have been reviewed and deemed to be in the best interest of the City and its residents, ensuring continuity of humane, cost effective, and regionally coordinated animal services;

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

1. The City Council hereby approves the Interlocal Agreement among the participating municipalities for the collaborative administration of animal sheltering services attached hereto as Exhibit 1.
2. The City Council further approves the Agreement for Animal Sheltering Services with HSSW, attached to the ILA as Exhibit B, as negotiated through the joint negotiating board.
3. The City Manager is authorized to execute the Interlocal Agreement and the Agreement for Animal Sheltering Services and to take all actions necessary to implement their terms.

PASSED by the City Council of Longview, Washington, and approved by its Mayor
this 26th day March, 2026.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITIES OF CASTLE ROCK,
LONGVIEW, AND WOODLAND
FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES**

This Interlocal Agreement (“ILA”) is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between the City of Castle Rock, a Washington municipal corporation, the City of Longview, a Washington municipal corporation, and the City of Woodland, a Washington municipal corporation, each referred to herein as a “Benefitted Municipality” and collectively referred to as the “Benefitted Municipalities.”

RECITALS

WHEREAS, the Cities of Castle Rock, Longview, and Woodland, undertook a joint public procurement bidding process, pursuant to the *Interlocal Agreement by and between Cowlitz County and the cities of Castle Rock, Kalama, Kelso, Longview, and Woodland, for Joint Procurement and Contracting of Animal Sheltering and Animal Control Services* (Exhibit A) with the winning bid submitted by the Humane Society for Southwest Washington (the “Society”). Cowlitz County and the Cities of Kalama and Kelso subsequently elected to not participate in this joint venture; and

WHEREAS, the Benefitted Municipalities conclude the Humane Society for Southwest Washington is a qualified provider for animal control and shelter services and intend to enter into a joint agreement to operate the joint-regional animal shelter; and

WHEREAS, the Benefitted Municipalities agree that adherence to specific municipal code language authorizing the Humane Society for Southwest Washington’s population control strategies regarding domestic cats is necessary for participation in this Interlocal Agreement; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits the Benefitted Municipalities, as local governments, to enter interlocal agreements with other public agencies in the interest of cooperatively sharing resources, including cooperation for the purpose of joint procurement of goods and services; and

WHEREAS, the Benefitted Municipalities currently have the power and authority to control and administer animal sheltering, and this is a proper subject for an agreement under RCW 39.34, providing for cooperation between government entities; and

WHEREAS, the Benefitted Municipalities hereto commit to the duties and obligations set forth herein to facilitate the animal sheltering services and enter into a joint agreement with the Humane Society for Southwest Washington, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement, the Parties agree as follows:

- A. PURPOSE. The purpose of this ILA is to formalize the joint operation of animal shelter services through a contract with the Humane Society for Southwest Washington and to define the terms of cooperation and cost-sharing among the Benefitted Municipalities.
- B. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this agreement. The Benefitted Municipalities shall administer this ILA as set forth herein, and undertake the administrative duties set forth herein.
- C. SCOPE OF WORK AUTHORIZED UNDER THIS ILA. The Benefitted Municipalities jointly authorize the following:

AGREEMENT

- 1. Authority to Bind. The Benefitted Municipalities agree that the City of Longview (the "Contracting City") has the authority to bind the Benefitted Municipalities to the Agreement for Animal Shelter Services between the City of Longview and the Humane Society for Southwest Washington. The Benefitted Municipalities further agree that the City of Longview shall be the primary point of contact between the Benefitted Municipalities and the Society.
- 2. Incorporation of the Services Contract with the Society. The Agreement for Animal Shelter Services between the City of Longview and the Humane Society for Southwest Washington, including any exhibits, schedules, and attachments thereto, is hereby attached to this Interlocal Agreement in final draft form as Exhibit B and incorporated herein by this reference as if fully set forth verbatim.
- 3. Supplement. Upon execution of the Agreement for Animal Shelter Services by both the City of Longview and the Society, the City of Longview shall supplement this ILA with the fully executed version and provide copies to all Benefitted Municipalities.
- 2. Services to be Rendered. The Benefitted Municipalities agree that the terms, conditions, performance standards, compensation, and obligations contained within the Agreement for Animal Shelter Services attached as Exhibit B constitute the official scope of services for the animal shelter operation.
- 3. Adherence to Contract Terms. The Benefitted Municipalities unconditionally agree to be bound by the terms and conditions set forth in the Agreement for Animal Shelter Services (Exhibit B). The Benefitted Municipalities jointly and severally agree to perform all the municipal obligations required by Exhibit B, including timely payment of their respective shares of the operational costs as defined by this ILA.

4. Condition for Participation. Participation in this ILA by a Benefitted Municipality is expressly conditioned upon that Benefitted Municipality enacting the necessary amendments to its municipal code, ordinances, and resolutions to conform entirely with the model ordinance language provided by the Humane Society for Southwest Washington, attached hereto as Exhibit C, no later than two (2) regularly scheduled City Council meetings following the date of execution of this ILA.
5. Certification of Future Compliance. By affixing their signature to this ILA, each signing Benefitted Municipality certifies and warrants that it will amend its municipal code to be in full compliance with Exhibit C, subject to Council approval, and that the Society will be legally authorized to deploy its standard animal population control strategies, including trap-neuter-release (TNR) programs for domestic cats, within that Benefitted Municipality's jurisdiction.
6. Confirmation of Compliance. Each participating Benefitted Municipality shall provide all other Benefitted Municipalities and the Society with executed copies of any amendments to its municipal code, ordinances, and resolutions adopted by its Council within five (5) days of adoption. Said adoption shall take place no later than the second City meeting following the execution of this ILA.
7. Non-Participatory Status. Any Benefitted Municipality that has not achieved full compliance with Sections 4-6 by the third City meeting following execution of this ILA may not participate in this ILA and is ineligible to receive services from the Society under the terms of the Agreement for Animal Shelter Services (Exhibit B) until such time as compliance is certified and all existing Benefitted Municipalities unanimously consent to that municipality participating in this ILA. In order to be eligible for participation, the late participant must pay its pro rata share of associated costs as delineated in Section 9. Budget Authority dating back to the date of ratification of this ILA by the participating Benefitted Municipalities.
7. Compliance Litigation. Each Benefitted Municipality retains responsibility for all hearings, appeals, and administrative enforcement activities for cases and services originating from within the municipal limits of the Benefitted Municipality, regardless of which Benefitted Municipality/Designated Animal Control Agent performed the animal control services on the case. Costs for such services are the responsibility of the originating Benefitted Municipality.
8. Modification. This ILA does not modify the terms of the Agreement for Animal Shelter Services (Exhibit B). Any future amendments or modifications to the Agreement for Animal Shelter Services must be approved by all Benefitted Municipalities in writing in accordance with Section 22. Amendments of this ILA.
9. Budget Authority. The annual cost of the Agreement for Animal Shelter Services shall be shared by the Benefitted Municipalities in the following proportions:

- City of Longview: \$218,902.84
- City of Woodland: \$12,426.80
- City of Castle Rock: \$10,753.96

10. Duration of Agreement. The terms of this ILA shall take effect upon signature by all Benefitted Municipalities and remain in effect until December 31, 2026, or until terminated by withdrawal of Benefitted Municipalities as established in Section 21. Withdrawal.
11. Termination. Any Benefitted Municipality may withdraw from this ILA with 60 days' written notice to the other Benefitted Municipalities, provided that such withdrawal shall not relieve the withdrawing Benefitted Municipality of all financial obligations incurred prior to withdrawal.
12. Right To Contract Independent Action Preserved. Each Benefitted Municipality reserves the right to contract independently for the acquisition of goods or services without notice to the other party where directed by their legislative body and shall not bind or otherwise obligate any other Benefitted Municipality to participate in the activity.
13. Compliance With Legal Requirement. Each Benefitted Municipality accepts responsibility for compliance with federal, state or local laws and regulations in its performance of its duties under this ILA including, in particular, bidding requirements applicable to its acquisition of goods and services, and no party shall hold harmless or otherwise indemnify another Benefitted Municipality related to the joint efforts described herein.
14. Noticing / Representatives. All written notices, reports, and correspondence required or allowed by this ILA shall be sent to the following:

City of Castle Rock: Chief Charlie Worley, Castle Rock Police Chief
City of Castle Rock
PO Box 370
Castle Rock, WA 98611

With a copy to: Dan Curtis
Thompson, Guildner & Associates
110 Cedar Avenue, Suite 102
Snohomish, WA 98290
danc@trustedguidancelaw.com

City of Longview: Jennifer Wills, City Manager
City of Longview
P.O. Box 128
Longview, WA 98632

City of Woodland: [Name], [Title]
City of Woodland
P.O. Box 9
Woodland, WA 98674

With a copy to: Dan Curtis
Thompson, Guildner & Associates
110 Cedar Avenue, Suite 102
Snohomish, WA 98290
danc@trustedguidancelaw.com

15. Filing. Executed copies of this ILA shall be filed as required by Section 39.34.040 of the Revised Code of Washington or posted on each Benefitted Municipality's website prior to this ILA becoming effective.
16. Non-Delegation/Non-Assignment. No Benefitted Municipality may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. No Benefitted Municipality may assign this ILA without the written consent of the other Benefitted Municipalities.
17. Inter-Municipal Assignment. Should the City of Longview wish to withdraw from this ILA or cease acting as the Contracting City, it may assign its role as Contracting City to another Benefitted Municipality only by written consent from the Society and all other Benefitted Municipalities.
17. Non-Discrimination Policy. The Benefitted Municipalities agree not to discriminate in the performance of this ILA because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap.
18. Independent Contractors/No Joint Property. In exercising the rights and responsibilities under this ILA, the Benefitted Municipalities are acting as independent contractors and none of its officers, agents, nor employees are employees of the other Benefitted Municipalities for any purpose. No real or personal property will be jointly acquired by the Benefitted Municipalities under this ILA. All property owned by each of the Benefitted Municipalities shall remain its sole property to hold and dispose of in its sole discretion.

19. Governing Law/Venue. The Benefitted Municipalities hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this ILA. This ILA shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in Cowlitz County Superior Court.
20. Public Records. Each Benefitted Municipality is a public agency subject to Chapter 42.56 RCW, the Washington Public Records Act. All records prepared, owned, used, or retained by any Benefitted Municipality in performance of this ILA, including a copy of this ILA, are the sole responsibility of that Benefitted Municipality, and all requests for said records shall be handled by that Benefitted Municipality pursuant to Chapter 42.56 RCW.
21. Withdrawal. Any Benefitted Municipality may withdraw from this ILA with 60 days' written notice to the other Benefitted Municipalities, provided that such withdrawal shall not relieve the withdrawing Benefitted Municipality of its financial obligations incurred prior to withdrawal. When only two Benefitted Municipalities remain due to the withdrawal of parties, either remaining Benefitted Municipality may terminate this ILA upon 60 days' written notice to the other Benefitted Municipality.
22. Amendments. This ILA may be amended only by written agreement of all Benefitted Municipalities.
23. Counterparts. This ILA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Benefitted Municipalities have executed this ILA as of the dates below:

[Remainder of page left blank intentionally; signatures below]

DATED _____, 2026.

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
Title: _____

DATED _____, 2026.

CITY OF CASTLE ROCK

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
City Attorney

DATED _____, 2026.

CITY OF LONGVIEW

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
City Attorney

DATED _____, 2026.

CITY OF WOODLAND

By _____

Name: _____

Title: _____

ATTEST:

By _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By _____

Name: _____

City Attorney

EXHIBIT A

**INTERLOCAL AGREEMENT
BY AND BETWEEN COWLITZ COUNTY AND
THE CITIES OF CASTLE ROCK, KALAMA, KELSO,
LONGVIEW, AND WOODLAND,
FOR JOINT PROCUREMENT AND CONTRACTING
OF ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES**

This Interlocal Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between Cowlitz County, a Washington municipal corporation and legal subdivision of the State of Washington, the City of Castle Rock, a Washington municipal corporation, the City of Kalama, a Washington municipal corporation, the City of Kelso, a Washington municipal corporation, the City of Longview, a Washington municipal corporation, and the City of Woodland, a Washington municipal corporation, each referred to herein as a "Party" and collectively referred to as the "Parties".

WHEREAS, the provision of animal control and sheltering services protects and preserves public health and safety through the promotion of responsible animal welfare; and

WHEREAS, providing these services on a regional basis provides enhanced coordination and efficient utilization of resources through economies of scale, as well as consistency of regulations across jurisdictional boundaries to the benefit of the regulatory agencies and the public; and

WHEREAS, the Parties have a shared goal of maintaining and expanding a regional model for animal control services and sheltering, and desire to jointly solicit and contract with a qualified provider for these services; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits the Parties, as local governments, to enter into interlocal agreements with other public agencies in the interest of cooperatively sharing resources, including cooperation for the purpose of joint procurement of goods and services; and

WHEREAS, the Parties acknowledge they are subject to public procurement requirements for these services, and that joint procurement for these services may result in a reduction in the overall costs, including but not limited to work developing a request for proposals, publication fees, and associated administrative work; and

WHEREAS, the Parties hereto commit to the duties and obligations set forth herein to facilitate the cooperative procurement of these services, with the stated intent of entering into a joint agreement with a qualified provider for these services, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement, the Parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to establish the terms for a cooperative framework by which the Parties will jointly solicit proposals and develop a joint agreement with a qualified provider for the regional provision of animal sheltering services and animal control services.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement. The City of Longview shall administer this Agreement, in conjunction with the joint Negotiation Board (JNB), as set forth herein, and undertake the administrative duties set forth herein.
3. SCOPE OF WORK AUTHORIZED UNDER THIS AGREEMENT: The Parties jointly authorize the following:

A. JOINT NEGOTIATION BOARD ("JNB")

The Parties shall each appoint one representative to participate on a joint negotiation board ("JNB"). Each Party represents that its representative on the JNB will have delegated authority for execution of the activities of the JNB, as set forth herein. The JNB is authorized to develop administrative rules for the administration of these tasks, provided the JNB shall operate by consensus.

The Parties hereby agree that legislative oversight by their respective local governments shall not be required for JNB decisions on the following actions, except where otherwise required by law or as expressly provided herein.

All costs associated with the work of the JNB, including but not limited to costs for the development, publication/advertisement, and review of the procurement materials and submittals, shall be equally borne by the Parties. The City of Longview shall invoice each Party for these costs as they arise, and all invoices shall be paid to the City within thirty (30) days of issuance.

B. REQUEST FOR PROPOSAL

The JNB shall be responsible for the development and publication of a joint Request for Proposals (RFP) for professional services. The Parties agree the RFP shall include, unless otherwise agreed to by the JNB, the following terms:

(i) A call for proposals from qualified and experienced individuals or firms to serve as a consultant for the Parties for animal sheltering services including but not limited to oversight and operation of animal shelter(s), intake housing, and care of sheltered animals, and compliance with state and local animal welfare regulations, with the optional add-on of animal control services, including but not limited to enforcement of local animal ordinances, response for stray or dangerous animals, animal pickup and transport, and related support services.

The inclusion of the optional service shall be clearly identified in the RFP as separate and distinct from the core sheltering services, and shall be proposed, priced, and evaluated independently.

(ii) The Parties shall not be obligated to accept or contract for any such services, including optional animal control services, unless mutually agreed upon in writing following the RFP evaluation process, as set forth herein.

(iii) Each proposal will be evaluated based on: Qualifications and experience of the proposer; Understanding of local animal service needs; Cost effectiveness and clarity of pricing; Innovation and best practices in animal welfare and control; Ability to work collaboratively with public agencies and the community. Sheltering and control service proposals will be evaluated and scored independently, and the selection of one does not obligate the Parties' acceptance of the other.

(iv) The City of Longview shall serve as the Contract Administrator for purposes of procurement coordination, contract execution, and oversight, unless otherwise agreed by the JNB. The Parties intend for the Contract Administrator to invoice each Party based on the agreed-upon percentages and remit payment to the selected service provider.

Unless otherwise agreed by the JNB, the above terms shall be incorporated into the Interlocal Agreement for services with the selected vendor.

C. EVALUATION OF SUBMITTALS

The JNB shall be responsible for reviewing the submitted responses to the RFP, including but not limited to the development of evaluation criteria, consistent with state law, composition of interview panel(s), and all other tasks associated with evaluating submittals and selecting a preferred vendor, consistent with all applicable laws and regulations.

D. DEVELOPMENT OF INTERLOCAL AGREEMENT FOR SERVICES

The Parties commit to jointly drafting an Interlocal Agreement for performance of the jointly procured services and negotiating said terms with the selected vendor, provided all such negotiations shall be conditioned that the execution of a future Interlocal Agreement is subject to review and authorization of the governing body of each Party. The JNB is authorized to prepare a draft Interlocal Agreement for review and consideration by each Party, provided the draft Interlocal Agreement shall include the following terms, unless otherwise agreed to by the JNB:

(i) Budget Authority.

The annual cost of the animal sheltering (and, if applicable, animal control) contract shall be shared by the Parties in the following proportions:

- City of Longview: 38%
- Cowlitz County: 32%
- City of Kelso: 11.5%
- City of Woodland: 8.5%
- City of Castle Rock: 5%
- City of Kalama: 5%

4. DURATION OF AGREEMENT: The terms of this Agreement shall take effect upon signature by all Parties and remain in effect until the execution of an Interlocal Agreement between the Parties and selected service provider, or December 31, 2026, whichever occurs first, unless earlier terminated pursuant to the terms of this Agreement or extended by written agreement of the Parties.
5. TERMINATION: Any Party may withdraw from this Agreement with 60 days' written notice to the other Parties, provided that such withdrawal shall not relieve the withdrawing Party of all financial obligations incurred prior to withdrawal.
6. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party where directed by their legislative body and shall not bind or otherwise obligate any other Party to participate in the activity.
7. COMPLIANCE WITH LEGAL REQUIREMENT: Each Party accepts responsibility for compliance with federal, state or local laws and regulations in its performance of its duties under this Agreement including, in particular, bidding requirements applicable to its

acquisition of goods and services, and no party shall hold harmless or otherwise indemnify another Party related to the joint efforts described herein.

8. **NOTICING / REPRESENTATIVES:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following:
Cowlitz County:
City of Longview:
City of Kalama:
City of Kelso:
City of Castle Rock:
City of Woodland:
9. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or posted on each Party's website prior to this agreement becoming effective.
10. **NON-DELEGATION/NON-ASSIGNMENT:** No Party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. No party may assign this agreement without the written consent of the other parties.
11. **NON-DISCRIMINATION POLICY:** The Parties agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap.
12. **INDEPENDENT CONTRACTORS/NO JOINT PROPERTY:** In exercising the rights and responsibilities under this Agreement, the Parties are acting as independent contractors and none of its officers, agents, nor employees are employees of the other Parties for any purpose. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
13. **GOVERNING LAW/VENUE:** The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in Cowlitz County Superior Court.

14. PUBLIC RECORDS: Each Party is a public agency subject to Chapter 42.56 RCW, the Washington Public Records Act. All records prepared, owned, used, or retained by any Party in performance of this Agreement, including a copy of this Agreement, are the sole responsibility of that Party, and all requests for said records shall be handled by that Party pursuant to Chapter 42.56 RCW.
15. WITHDRAWAL. Any Party may withdraw from this Agreement with 60 days' written notice to the other Parties, provided that such withdrawal shall not relieve the withdrawing Party of its financial obligations incurred prior to withdrawal. When only two parties remain due to the withdrawal of parties, either remaining party may terminate this Agreement upon 60 days' written notice to the other Party.
16. AMENDMENTS: This Agreement may be amended only by written agreement of all Parties.
17. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below:

CITY OF LONGVIEW

By: *James G. Hill*

Title: *City Manager*

Date: *6/16/25*

COWLITZ COUNTY

By: Steve Rader

Title: Commissioner, Vice-Chair

Date: 07.01.2025

CITY OF KELSO

By: _____

Title: _____

Date: _____

CITY OF CASTLE ROCK

By: _____

Title: _____

Date: _____

CITY OF WOODLAND

By: [Signature]

Title: Mayor

Date: 10-8-25

CITY OF KALAMA

By: _____

Title: _____

Date: _____

EXHIBIT B

AGREEMENT FOR ANIMAL SHELTER SERVICES

between

CITY OF LONGVIEW

and

HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

THIS AGREEMENT is between the Vancouver Humane Society & SPCA d/b/a Humane Society for Southwest Washington (the "Society") and the City of Longview (the "Contracting City") which has the authority to also bind the Cities of Castle Rock and Woodland (collectively, including the City of Longview, the "Benefitted Municipalities") to this Agreement under the Interlocal Agreement by and Between the Cities of Castle Rock, Longview, and Woodland for Animal Sheltering Services executed on _____ (the "ILA").

This Agreement provides for the Society to operate a shelter to receive and care for animals impounded pursuant to the applicable codes of the Benefitted Municipalities bound by this Agreement. The Society operates as a private non-profit 501(c)(3) organization and maintains complete authority to manage its own shelter and make all decisions in its sole discretion regarding the medical care of animals in its facilities without direction and control of the Benefitted Municipalities, subject only to the terms and conditions of this Agreement.

It is hereby AGREED by the Parties as follows:

A. PURPOSE.

The purpose of this Agreement is to define the scope of services contracted between the Contracting City and the Society, set forth the compensation paid by the Benefitted Municipalities for such services, and provide for other requirements of the Parties to this Agreement.

B. DEFINITIONS.

1. "Accepted Animals" shall mean dogs, cats, domestic rabbits, small mammals, fowl, goats, pot-bellied pigs, and small reptiles.
2. "Benefitted Municipalities" shall mean the Cities of Longview, Castle Rock, and Woodland, Washington.
3. "Contracting City" shall mean the City of Longview, Washington.
4. "Designated Animal Control Agent" shall mean the Animal Control/Police Department or any other designated agent the Benefitted Municipalities may choose during the term of this Agreement.
5. "Parties" shall mean the Society, the Contracting City, and the Benefitted Municipalities by way of the Contracting City.
6. "Society" shall mean the Vancouver Humane Society & SPCA d/b/a Humane Society for Southwest Washington.
7. "Local Enforcement Contact" shall mean:
 - a. For the City of Longview, the Longview Police Department;
 - b. For the City of Castle Rock, Castle Rock Public Works;

- c. For the City of Woodland, the Woodland Police Department.
- 8. "Primary Animal Control Ordinance" shall mean:
 - a. For the City of Longview, Longview Municipal Code ("LMC") Chapter 6.06;
 - b. For the City of Castle Rock, Castle Rock Municipal Code ("CRMC") 6.06; and
 - c. For the City of Woodland, Woodland Municipal Code ("WMC") Chapter 7.04.
- 9. "Stray dog hold period" shall mean:
 - a. For the City of Longview, not less than 72 hours (LMC 6.06.160);
 - b. For the City of Castle Rock, not less than 72 hours (CRMC 6.06.160); and
 - c. For the City of Woodland, 72 hours (WMC 7.04.060).

C. TERM OF AGREEMENT.

This Agreement will be effective on January 1, 2026, (Effective Date) and expires on December 31, 2026.

D. FACILITY.

- 1. The Society shall:
 - a. Operate in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health; and
 - b. Provide enclosures to accommodate stray animals brought to the shelter by the Benefitted Municipalities' Designated Animal Control Agent and dogs brought in by residents from within the municipal limits of the Benefitted Municipalities. Exceptions for intake include limitations for healthy stray cats, capacity restraints, and disease outbreak. Facility shall include isolation facilities for quarantined animals, veterinary care facilities and refrigeration and/or freezer space for deceased animal storage.

E. SHELTER OPERATIONS AND SERVICES.

- 1. The Society shall:
 - a. Maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care, and welfare of animals, employee conduct, and shelter and adoption operations;
 - b. Establish and maintain convenient public hours of access, including weekend hours;
 - c. Strive to comply with the standards set forth in the "Guidelines for Standards of Care in Animal Shelters" published by the Association of Shelter Veterinarians;
 - d. Employ or contract with a licensed veterinarian to monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter;
 - e. Treat animals with care and respect, and provide clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food; and

- f. Adhere to the specific animal control ordinances of each Benefitted Municipality when animals from those jurisdictions are processed.
- g. Will operate a community cat program utilizing Trap-Neuter-Return practices for cats that meet established program qualifications. Under this program, eligible cats will be sterilized, vaccinated, ear-tipped for identification, and returned to the locations where they were found when appropriate.

F. ANIMAL INTAKE

1. The Society shall:
 - a. Take Accepted Animals on behalf of the Benefitted Municipalities that are brought in by the Designated Animal Control Agent, the Police Department/Sheriff's Office/Animal Control, and members of the public who find stray animals within the municipal limits of the Benefitted Municipalities;
 - b. Accept injured wildlife for euthanasia and disposal purposes only, with the Society reserving the right to turn away, or accept and transfer to another agency, healthy wildlife;
 - c. Identify the originating municipality for every impounded animal;
 - i. The services provided under this Agreement shall be performed in accordance with the Primary Animal Control Ordinance for each Benefitted Municipality as identified in Section B. Definitions.
 - d. Provide a procedure whereby Accepted Animals may be delivered to the shelter by the Designated Animal Control Agent 24 hours per day, 7 days per week; and
 - e. Facilitate an annual training session for all Designated Animal Control Agents employed or contracted by the Benefitted Municipalities. The purpose of the training is to comprehensively cover intake procedures, protocols, and Standard Operating Procedures (SOPs) relevant to the Society's intake operations.
2. Upon intake, Accepted Animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal's health and comfort. Any impounded animal that is suspected to be a victim of cruelty or neglect will be immediately reported to the applicable Benefitted Municipality's Designated Animal Control Agent.
3. Animals shall be held for the mandated three-day stray animal hold period in accordance with the Benefitted Municipalities' applicable codes as outlined in Section B. Definitions.
4. All impound periods shall continue to run during those hours where the shelter is not open for business. Benefitted Municipalities may request additional holding periods and other services as set forth below:
 - a. Animals requested to be held beyond 10-day grace period: \$30.00 per day
 - b. Veterinary care beyond routine stabilization during required hold: Invoiced quarterly based on expenses
 - c. Expert witness testimony and expert witness case review: \$75.00 per hour
 - d. Exam or necropsy with full veterinary report: \$250 per animal
 - e. Forensic necropsy with medical notes: \$150.00 per animal

- f. Live forensic exam with medical notes: \$50.00 per animal
 - g. Large-scale seizures or impounds: Cases with 15 or more animals will have an additional per-animal fee of \$35.00
 - h. Evidence collection: Invoiced quarterly as the Society is charged
 - i. Veterinary costs incurred during stray period, above and beyond basic stabilization and routine care: Invoiced quarterly as the Society is charged
5. Underage puppies may be placed in a foster setting prior to the end of the applicable stray dog hold period.
 6. All animals shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the animal and full address where the animal was found.
 7. During the applicable stray animal hold period, animals will be provided daily food, water, shelter, and, as appropriate, mental enrichment and daily exercise.
 8. Once admitted, veterinary care, including medical stabilization, pain relief, and routine treatment for common illnesses, will be provided by the Society. In the event an animal's condition necessitates emergency veterinary care at an outside clinic, the Benefitted Municipality will be responsible for covering the costs during the three-day stray dog hold period.
 9. Should an animal be suffering from serious injury or disease that would endanger other sheltered animals, or cause the animal to endure unnecessary pain and suffering if left untreated, as determined under the guidance of a licensed veterinarian, the animal may be euthanized prior to the expiration of the required three-day stray hold period and documented on the animal's custody record.
 10. Any animal impounded may be redeemed within the stray animal hold period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred.
 11. Animals may be denied redemption if placed on investigative hold by a Benefitted Municipality's Designated Animal Control Agent or the Health Department. Redemption may be denied in accordance with the applicable Benefitted Municipality's code to an owner who has cruelly treated an animal. In these cases, the Society shall act as directed by the Designated Animal Control Agent.
 12. The Society will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

G. DISPOSITION OF UNCLAIMED ANIMALS.

1. The Society shall make all reasonable attempts to reunite stray animals with their owners, if identified.
2. No live animals shall be used, sold, or donated for experimental purposes.
3. After the three-day stray animal hold period has expired, the Society shall assume full rights and responsibility for the final disposition of the animals. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.

4. Euthanasia will be carried out by certified euthanasia technicians under the provisions established by Washington State law.
5. The Society must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

H. ADOPTION, PLACEMENT, OR TRANSFER OF ANIMALS.

1. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
2. Animals are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.

I. ADMINISTRATION.

1. The Society shall:
 - a. Collect and safeguard impound fees upon redemption of any stray animal, as established by each Benefitted Municipality. Collection of fees shall be recorded in the Society's data management system;
 - b. Post redemption fees at the shelter;
 - c. Have the authority to allow limited discounts and/or fee waivers, in the event an owner is unable to pay full redemption fees;
 - d. Be responsible for collecting all impound fees due upon redemption of a stray animal, in accordance with the Benefitted Municipalities' Primary Animal Control Ordinances as identified in Section B. Definitions;
 - e. Have an established protocol for cash handling and record keeping and issue an itemized receipt for every animal redeemed;
 - f. Remit monies due to the Benefitted Municipalities in the form of a credit against monies owed for services provided to the Benefitted Municipalities under the terms of this Agreement;
 - g. Cooperate with City and County officials and the Benefitted Municipalities' Designated Animal Control Agents on actions pertaining to animals and quarantine and assist the Benefitted Municipalities in obtaining and presenting evidence in the civil or criminal prosecution of violations of Benefitted Municipalities' codes, regulations or laws, at the additional fee outlined in Section F. Animal Intake, subsection 4;
 - h. Meet quarterly with Designated Animal Control Agents to review and resolve any issues or concerns; and
 - i. Maintain confidentiality related to records and information and use discretion in conversations with the public.

J. BENEFITTED MUNICIPALITIES' RESPONSIBILITIES.

1. The Designated Animal Control Agents will deliver live stray animals to the Society and:
 - a. Secure the animal in a designated kennel;

- b. Complete all required information on animal services intake form, including full address, provide any additional information relevant to the animal, and place completed animal services intake form in designated form box;
 - c. Inform the Society when an animal is to be held for protective custody, quarantine, or investigative purposes (bite quarantine animals must be secured in the bite quarantine kennel);
 - d. Ensure water bowl in kennel is filled if drop-off is after hours;
 - e. Assume responsibility for medically needy animals requiring immediate veterinary care after 4:30 pm including payment of care for impounded animals taken by the Benefitted Municipality to the veterinary clinics by the Designated Animal Control Agent;
 - f. Place a link to the Society's website where each impounded animal will be posted throughout the three-day stray hold period after admission. Such notice shall contain a general description of the impounded animal showing breed, sex, color, and a photo.
2. For all deceased on arrival (DOA) animals, the Designated Animal Control Agent will:
 - a. Take a photo (if a domesticated animal);
 - b. Scan animal for a microchip;
 - c. Place the animal in a designated DOA bag and label the remains;
 - d. Provide detailed information on the animal DOA form provided by the Society and place in appropriate designated DOA form box;
 - e. Place the DOA bag in cooler, located in bulk storage room.
 3. Benefitted Municipalities will follow up on potential animal cruelty cases as referred by the Society.
 4. Benefitted Municipalities will cooperate with the Society's staff and volunteers as needed for the Society to do its work.
 5. Benefitted Municipalities will provide all available and pertinent information in order to assist in reuniting animals with their owners.
 6. Benefitted Municipalities will meet quarterly with the Society to review and resolve any issues or concerns.
 7. Benefitted Municipalities will maintain confidentiality related to records and information found on Shelter Buddy, a management software for animal shelters and control agencies, and shall not download any information off the database.

K. INSURANCE.

1. Minimum Amounts of Insurance. The Society shall carry insurance with the following minimum coverage:
 - a. Commercial General Liability: \$2,000,000 per occurrence; \$2,000,000 aggregate
 - b. An excess or umbrella policy with limits of: \$1,000,000 per occurrence, \$1,000,000 aggregate limit (minimum)

- c. **Professional Liability / Errors & Omissions:** \$1,000,000 per occurrence; \$2,000,000 aggregate
- d. **Workers Compensation:** As required by Washington State Industrial Insurance laws
- e. **Automobile liability:** Coverage on owned, non owned, rented, and hired vehicles, \$1,000,000.

The provider must name the cities of Castle Rock, Longview, and Woodland as additional insureds on the Commercial General Liability and Excess or Umbrella policies and indemnify/hold harmless the above listed municipalities. The Benefitted Municipalities are to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage. Such insurance shall be subject to the approval of the Benefitted Municipalities' attorneys.

2. **Other Insurance Provision.** The Society's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, a statement that they are the primary insurance with respect to the Benefitted Municipalities. Any insurance, self-insurance, or self-insured pool coverage maintained by the Benefitted Municipalities shall be in excess of the Society's insurance and shall not contribute with it.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
4. **Verification of Coverage.** The Society shall furnish the Benefitted Municipalities with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Agreement before commencement of the work.
5. **Notice of Cancellation.** The Society shall provide the Benefitted Municipalities with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
6. **Failure to Maintain Insurance.** Failure on the part of the Society to maintain the insurance as required shall constitute a material breach of contract, upon which the Benefitted Municipalities may, after giving thirty (30) business days' notice to the Society to correct the breach, immediately terminate the Agreement or, at their discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Benefitted Municipalities on demand, or at the sole discretion of the Benefitted Municipalities, offset against funds due the Society from the Contracting City.
7. **Benefitted Municipalities Full Availability of Society Limits.** If the Society maintains higher insurance limits than the minimums shown above, the Benefitted Municipalities shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Society, irrespective of whether such limits maintained by the Society are greater than those required by this Agreement or whether any certificate of insurance furnished to the Benefitted Municipalities evidences limits of liability lower than those maintained by the Society.

L. HOLD HARMLESS/INDEMNIFICATION.

The Society agrees to indemnify and hold harmless the Contracting City and Benefitted Municipalities, their elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims arising directly out of the Society's sole negligence. This paragraph does not purport to indemnify the Contracting City and Benefitted Municipalities against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the Benefitted Municipality, their elected officials, officers, employees, and agents.

M. ACCOUNTABILITY

1. The Benefitted Municipalities shall be given access to the Shelter Buddy records involving the care of stray animals impounded from the Benefitted Municipalities and the Society will cooperate with the Benefitted Municipalities to ensure that such records are kept for a minimum of six (6) years after termination of this Agreement such that the Benefitted Municipality can satisfy their obligations under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act).
2. The Society acknowledges that this Agreement and all records prepared and used in the performance of this Agreement with the Benefitted Municipalities may be disclosed by the Benefitted Municipalities under the Public Records Act, RCW Chapter 42.56 and RCW 40.14, following review by the Benefitted Municipality's Public Records Officer. The Society will cooperate with the Benefitted Municipalities by using best efforts to provide records within two (2) business days of request that are used in the performance of this Agreement and generated either at the time the Society receives an animal seized by the Designated Animal Control Agent or any time up until the expiration of the 72-hour hold established by RCW 16.52.085. The Society acknowledges that the Benefitted Municipalities' Auditors may audit the records and accounts pertaining to this Agreement, and the Society will make those records available at a time convenient to the Auditor.
3. The Society shall be properly licensed to operate as a business during the life of this Agreement as required by the laws of the State of Washington and provide to the Benefitted Municipalities a copy of its articles of incorporation applicable business licenses and nonprofit tax-exempt designation upon request.

N. CONSIDERATION.

1. For the services provided to the Benefitted Municipalities per this Agreement, the Contracting City agrees to pay the Society as set forth below:
 - a. The Contracting City shall pay the Society a flat fee intended to cover these basic Agreement services:
 - i. Intake and sheltering for animal control and strays from the community;
 - ii. Medical care, vaccinations, and spay/neuter services prior to adoption;
 - iii. Redemption services for lost/found pets;
 - iv. Daily cleaning, feeding, and care;
 - v. Minimum 3-5 day stray hold;
 - vi. Behavior support and enrichment; and

- vii. Pathways for each animal, including adoption services, transfer to rescue, or euthanasia.
 - b. The flat fee due to the Society by the Contracting City shall be in the following amounts:
 - i. January 1, 2026 – December 31, 2026: \$242,083.60
 - c. Additional services may be provided in accordance with the additional services and fees outlined in Section F. Animal Intake, subsection 4.
2. The Benefitted Municipalities will share in the annual flat fee due to the Society as established in the ILA in the following proportions, or as hereafter amended in accordance with the Benefitted Municipalities' ILA:
 - a. City of Longview: \$218,902.84
 - b. City of Woodland: \$12,426.80
 - c. City of Castle Rock: \$10,753.96
 3. The Contracting City shall be responsible for timely payment of the yearly flat fee. Dispute among the Benefitted Municipalities as to the proportion of the flat fee due shall not impact the Contracting City's responsibility to provide payment to the Society in full.
 4. The Society shall prepare and deliver to the Contracting City an invoice for services provided to the Benefitted Municipalities on a monthly basis and will provide an accounting of all animals impounded, reclaimed, and the associated impound fees collected on the Benefitted Municipalities' behalf. Each invoice will reflect credit for any redemption fees and/or civil penalties collected within the invoice period. The Contracting City shall pay the invoices within 30 days of receipt. If payment is not received within 30 days, unpaid balances will be assessed a late fee of 1.5% per month. Service fees will be reviewed and may be revised with each contract extension.
 5. The Benefitted Municipalities acknowledge that the payment for services as set forth in Section N. Consideration, subsection 1 and 2, for the intake, care and shelter of animals are, as of the Effective Date, less than the actual full cost incurred by the Society in providing such services. The Society agrees to accept such payment in reliance on the Benefitted Municipalities commitment to progressively increase its financial contribution in future Contracts for Animal Shelter Services.

O. CONDITIONS

The fees established under this agreement are based on the assumption that the community cat program described in this agreement will be fully implemented, including the adoption of municipal code provisions necessary to authorize waiver of stray hold requirements for qualifying cats, their sterilization and their return to the location where they were found.

P. TERMINATION.

1. This Agreement may be terminated at will by any party by giving six (6) months' written notice of intent to terminate to the City Manager/Sheriff on the part of the Contracting City,

and to the President of the Humane Society for Southwest Washington on the part of the Society. No cause for such termination need be shown. In addition, this Agreement may be terminated by any party for material breach of non-performance of contract requirements upon sixty (60) days' written notice.

2. In the event of termination of this Agreement, the termination shall not relieve the Contracting City of any obligation for the payment of any amounts due and owing as of the effective date of termination. All payment obligations incurred under this Agreement shall survive the termination and continue until fully satisfied. Termination of this Agreement shall not extinguish or impair any right or remedy of the non-terminating party with respect to any pre-existing breach or default by the other party.

Q. GENERAL PROVISIONS.

1. Independent Capacity. The Parties intend that an independent contractor relationship between the Society and the Benefitted Municipalities will be created by this Agreement. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the Benefitted Municipalities for any purpose, and the employees of the Society are not entitled to any of the benefits the Benefitted Municipalities provide for Benefitted Municipality employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, or otherwise during the performance of this Agreement. The Society is responsible for all taxes applicable to this Agreement.
2. Governing Laws and Disputes. This Agreement shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the Contracting City Manager (for the Contracting City) and the President (for the Society), shall meet with each other an attempt in good faith to resolve the disagreement. The venue for any action hereunder shall be in the Clark County Superior Court.
3. Recital. Cowlitz County and the Cities of Longview, Castle Rock, and Woodland (collectively, the "Benefitted Municipalities") have entered into an Interlocal Agreement pursuant to RCW 39.34 dated _____, 2026, hereby incorporated by this reference, authorizing the Contracting City to act as the primary contracting entity and administrative agent for Animal Sheltering services with the Society. The Contracting City is authorized to execute this Agreement on behalf of itself and the Benefitted Municipalities to achieve administrative efficiencies and economies of scale. The recital set forth above is true and correct, is incorporated into this Agreement by this reference, and is expressly made a part hereof as if fully set forth at length herein.
4. Operational Procedures. The Society acknowledges that each Benefitted Municipality may utilize this Agreement. When an animal is impounded from a Benefitted Municipality other than the Contracting City, pursuant to this Agreement, the Society shall adhere to the specific animal control ordinances and regulations of that originating municipality, including but not limited to, stray hold periods, redemption processes and fees, and specific definitions related to animal control. The Society shall maintain a current record of relevant ordinances for all Benefitted Municipalities.
5. Amendment. Any Amendment to this Agreement shall be in writing and approved by the City Manager or authorized designee on the part of the Contracting City and by the Society's President or authorized designee on the part of the Society. The Contracting City shall not agree to any Amendment of this Agreement without the written agreement of all Benefitted

Municipalities.

6. Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or waiver of the provision itself.
7. Notices.
 - a. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited by first-class regular mail, postage prepaid, to the Contracting City or the Society. The Contracting City shall be responsible for providing any notice received from the Society to the other Benefitted Municipalities in accordance with the Notice provision of the ILA.
 - b. Notices to the Contracting City shall be addressed to:

Jennifer Wills, City Manager
City of Longview
P.O. Box 128
Longview, WA 98632
 - c. Notices to the Society shall be addressed to:

Andrea Bruno, President
Humane Society for SW WA
1100 NE 192nd Avenue
Vancouver, WA 98684
8. Severability. If any section, sentence, clause, provision, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, provision, or phrase of this Agreement.
9. Entire Agreement. This instrument constitutes the entire Agreement between the parties and supersedes all prior agreements.
10. Ratification. Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

Signatures on Following Page

DATED this _____ day of _____, 2026.

VANCOUVER HUMANE SOCIETY & Society for
Prevention of Cruelty to Animals, DBA Humane
Society for Southwest Washington

By: _____
Andrea Bruno, President

DATED this _____ day of _____, 2026.

CONTRACTING CITY
City of Longview, a Municipal Corporation

By _____
Jennifer Wills, City Manager

Approved as to form:

By _____
, City Attorney

EXHIBIT C

Sample Ordinance Revision: Stray Hold Exemption for Cats

Section [X].XX – Impoundment and Disposition of Cats

A. Purpose and Intent

The purpose of this section is to reduce shelter crowding, improve public health outcomes, and humanely manage community cat populations by authorizing the implementation of a Trap-Neuter-Return (TNR) or Shelter-Neuter-Return (SNR) program. This approach allows for the sterilization, vaccination, and return of healthy, community cats to the locations where they were found, rather than subjecting them to standard impoundment or holding periods.

B. Exemption from Mandatory Stray Hold for Eligible Cats

1. Notwithstanding any other provision of this chapter, the Animal Shelter or its authorized agents may forego the standard stray hold period for cats that meet the following criteria:

- a. The cat appears healthy, is of appropriate age and condition to undergo sterilization surgery, and shows no signs of ownership (e.g., collar, microchip, or other identifiable markings).
- b. The cat was impounded or received as a stray from within the jurisdiction's boundaries.
- c. The cat is assessed as suitable for return under the Shelter-Neuter-Return or Trap-Neuter-Return program.

2. Eligible cats may be sterilized, vaccinated against rabies and other core diseases, ear-tipped for identification, and returned to the approximate location where they were found, unless relocation is deemed necessary for public health or safety reasons.

C. Exceptions

The stray hold exemption shall not apply to:

1. Cats with verified ownership, microchips, or other traceable identification.
2. Cats that are visibly ill, injured, or under the age of eight weeks.
3. Cats determined by Animal Control to present a public safety risk or nuisance that cannot reasonably be mitigated.

D. Recordkeeping and Reporting

The Animal Shelter shall maintain accurate records of all cats processed under this section, including:

1. Location of intake and return.
2. Medical treatments administered (sterilization, vaccinations, etc.).
3. Any exceptions applied under subsection (C).

An annual report summarizing outcomes under this section shall be made available to the jurisdiction on a monthly or quarterly basis.

E. Coordination with Animal Control and Public Communication

The Animal Shelter shall coordinate with Animal Control officers and community partners to educate the public about the Shelter-Neuter-Return program, promote responsible pet ownership, and reduce community cat population growth through humane, sustainable methods.



City of Longview

Agenda Summary

RESOLUTION NO. 2613 - 2026 COUNCIL GOALS AND STRATEGIC INITIATIVES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2613

DATE: MARCH 26, 2026

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

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

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

In March 2026, the Longview City Council participated in a Council Summit to reflect on 2025, discuss current challenges, and identify priorities for the year ahead. Councilmembers completed pre-work and engaged in facilitated discussions, resulting in strong alignment around key focus areas, including community safety, fiscal responsibility, and infrastructure investment.

At the same time, the City has advanced an updated Strategic Initiatives framework (2026–2031), which establishes long-term direction grounded in community input, organizational values, and regional priorities. The attached 2026 City Council Goals and Priorities document reflects Council's direction and serves as the annual expression of priorities within the broader Strategic Initiatives framework. The Strategic Initiatives define the City's long-term direction, while the 2026 Council Goals establish near-term focus and measurable outcomes.

Together, they provide a clear structure:

- Strategic Initiatives align long-term vision and department efforts
- Council Goals define what success looks like in 2026
- Staff work plans translate both into action

This approach ensures that departmental work is aligned with Council priorities, resources are focused, and progress can be tracked in a clear and transparent way.

The document:

- Identifies three primary goals for focused Council attention
- Includes supporting priorities for ongoing work
- Establishes a Council narrative to guide communication

The goals are intentionally high-level to reflect Council's role in setting direction, with implementation led by the City Manager and staff. Adoption of these goals will align Council priorities, the Strategic Initiatives, and the organization's work program for 2026.

RECOMMENDED ACTION:

Motion to adopt Resolution No. 2613

STAFF CONTACT:

Jennifer Wills, City Manager

Attachments:

1. Resolution 2613 Goals and Initiatives
2. Draft Strategic Initiatives
3. 2026 COL Council Goals Draft
4. Longview_2026_Council_Goals_Presentation

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW ADOPTING
THE CITY COUNCIL STRATEGIC INITIATIVES AND THE 2026 CITY COUNCIL
GOALS AND PRIORITIES**

WHEREAS, the Longview City Council is committed to providing clear policy direction, responsible governance, and effective stewardship of public resources; and

WHEREAS, the City Council undertook a process to refresh and modernize its long-term Strategic Initiatives to reflect current community needs, organizational values, and regional priorities; and

WHEREAS, the Strategic Initiatives establish a long-term framework to guide decision-making, resource allocation, and organizational alignment across all City departments; and

WHEREAS, these Strategic Initiatives are informed by community input, including citizen summits, stakeholder engagement, employee feedback, and regional collaboration, and reflect the City's core values and shared vision for the future; and

WHEREAS, the City Council conducted a 2026 Council Summit to identify priorities and define desired outcomes for the upcoming year; and

WHEREAS, Councilmembers provided pre-work and participated in facilitated discussions that identified areas of alignment, including community safety, fiscal responsibility, infrastructure investment, economic opportunity, and governance; and

WHEREAS, the 2026 City Council Goals and Priorities document represents the Council's annual focus and defines measurable outcomes to be achieved within the broader Strategic Initiatives framework; and

WHEREAS, the Council desires to formally adopt both the Strategic Initiatives and the 2026 Goals and Priorities to ensure alignment between long-term direction and near-term focus, and to provide clear guidance to the City Manager and organization;

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

Section 1. Adoption of Strategic Initiatives

The City Council hereby adopts the City Council Strategic Initiatives, attached hereto and incorporated by this reference, as the City's long-term strategic framework.

Section 2. Adoption of 2026 Goals and Priorities

The City Council hereby adopts the 2026 City Council Goals and Priorities, attached hereto and incorporated by this reference, as the Council's annual priorities and desired outcomes for 2026.

Section 3. Implementation

The City Manager is directed to implement the Strategic Initiatives and 2026 Goals through organizational work plans, resource alignment, and coordinated efforts across all departments, and to provide regular updates to the City Council on progress and performance.

Section 4. Alignment and Accountability

The Strategic Initiatives shall guide long-term planning and organizational alignment, while the 2026 Goals shall guide near-term focus, performance measurement, and Council evaluation throughout the year.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

Passed by the City Council this ____ day of _____, 2026.

Approved by the Mayor this ____ day of _____, 2026.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer
City Attorney

Published: _____

Draft: Strategic Framework – Council’s Vision for Longview

WHY WE REFRESHED OUR STRATEGIC INITIATIVES

In 2025, the Longview City Council launched a process to refresh and refocus the City’s long-term strategic priorities. For more than a decade, the previous initiatives guided Longview’s investments and planning, helping the City prioritize streets, neighborhoods, transportation systems, and economic development.

Previous Council Initiatives (2012–2025)

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

These priorities helped shape the Longview we know today. They remain fundamental to community well-being, but as the City’s challenges and opportunities evolved, Council recognized the need for a broader, more values-driven framework. One that not only defines *what* the City does, but also *how* we lead and *why* we serve.

Through citizen summits, stakeholder conversations, employee forums, and regional collaboration, we heard clearly from the community: people want a connected, responsive, modern City that communicates clearly, invests intentionally, and delivers excellent service.

A MODERN FRAMEWORK FOR TODAY AND THE FUTURE

The refreshed Strategic Initiatives respond directly to community input and reflect Council’s commitment to long-term resilience, organizational alignment, service excellence, and shared purpose.

They are:

- Rooted in the City’s updated Core Values
- Reflective of community, staff, and regional priorities
- Designed to guide cross-department alignment and leadership decisions
- Flexible enough to support both immediate needs and visionary projects

They don’t replace Longview’s past, they build upon it. The core priorities of safety, infrastructure, neighborhoods, and economic vitality remain, but are expressed through a modern, people-centered lens that reflects who we are today and who we aspire to be.

The following initiatives represent City Council’s adopted direction through 2031. They guide the work of every department and partner, ensuring that each project, policy, and investment supports a unified, community-centered vision.

COUNCIL’S STRATEGIC INITIATIVES (2026–2031)

Each initiative is anchored in the City’s Core Values: Engagement, Integrity, Relevance, Community First Service, Safety, and Employer of Excellence.

Strategic Initiative #1 – Community Safety

We reduce risks to people, neighborhoods, and public spaces through proactive prevention, coordinated response, strong emergency services, and supportive partnerships that promote well-being.

Strategic Initiative #2 – Empowered & Connected Community

We foster trust and shared purpose by communicating clearly, engaging authentically, and building meaningful connections across neighborhoods and generations.

Strategic Initiative #3 – Vibrant Neighborhoods & Public Spaces

We invest in the character, beauty, and livability of Longview by strengthening parks, streetscapes, neighborhoods, and shared spaces where people gather, connect, and feel at home.

Strategic Initiative #4 – Growth & Economic Opportunity

We support local businesses, talent, and industries by cultivating an economic environment that encourages investment, innovation, and broad opportunity.

Strategic Initiative #5 – Future-Ready Infrastructure

We modernize utilities, streets, networks, and technology systems with a long-term mindset that meets today’s needs while preparing for tomorrow’s opportunities.

Strategic Initiative #6 – Community First Service

We put the community first in how we design services and make decisions, choosing solutions that may require more effort internally when they make it easier, clearer, or more accessible for residents, businesses, and partners to work with the City.

Strategic Initiative #7 – Responsible & Honest Governance

We honor public trust through ethical decision-making, financial stewardship, consistent follow-through, and organizational accountability.

Bridging the Past and the Future

These updated initiatives reflect the strengths Longview has built over the past century, proud neighborhoods, resilient infrastructure, committed employees, and a community that cares deeply about its future. At the same time, they expand our focus to include leadership culture, customer service, communication, organizational alignment, and long-term resilience.

Together, they form the backbone of the City's strategic direction. Every project, policy recommendation, and budget decision can be traced back to these initiatives and the values that shaped them.

In the next chapter, we outline how these initiatives translate into policy guidance, operational expectations, and coordinated action across every department.

City of Longview - City Council 2026 Goals and Priorities

PURPOSE

The purpose of this document is to establish the Longview City Council's goals and priorities for 2026. These goals reflect the Council's shared direction following the 2026 Council Summit, pre-work responses, and facilitated discussions.

These goals are intended to:

- Provide clear policy direction to the City Manager
- Establish measurable outcomes for 2026
- Align decision-making, resource allocation, and organizational focus
- Communicate Council priorities to the community

FRAMEWORK

City Council goals are intended to define what success looks like, not the specific methods used to achieve it.

- City Council sets direction, priorities, and desired outcomes
- City Manager is responsible for implementation and execution

Progress toward these goals will be reported to Council throughout the year.

2026 COUNCIL GOALS

Primary Goals (Council Focus Areas for 2026)

The following three goals represent the Council's primary areas of focus for 2026. These will receive the greatest level of attention, policy direction, and performance monitoring.

Goal 1: Strengthen Community Safety

Council Commitment: *Ensure Longview is a safe community where residents feel secure in their neighborhoods, parks, and public spaces.*

Desired 2026 Outcomes

- Increase and strengthen core public safety services including Police and Fire
- Improve reliability and visibility of emergency response services
- Advance sustainable approaches to funding public safety services
- Continue implementation of policies that support safe and welcoming public spaces

Measures of Success

- Trends in response times and service levels
- Staffing stability and recruitment progress

-
- Continued operation and utilization of BHU and Therapeutic Court programs
 - Community perception of safety

Goal 2: Ensure Fiscal Responsibility and Long-Term Financial Stability

Council Commitment: *Provide responsible stewardship of public resources while maintaining essential services and planning for long-term sustainability.*

Desired 2026 Outcomes

- Adopt and maintain a balanced budget without reliance on one-time reserves
- Make measurable progress toward addressing the City's structural revenue gap
- Improve clarity, transparency, and accessibility of financial information
- Align resource allocation with Council priorities

Measures of Success

- Balanced budget adoption and year-end financial position
- Progress toward reducing structural imbalance
- Consistent and clear financial reporting
- Alignment between adopted budget and Council priorities

Goal 3: Invest in Infrastructure

Council Commitment: *Maintain and improve infrastructure and public assets that support daily life and long-term community vitality.*

Desired 2026 Outcomes

- Advance priority capital projects across transportation, utilities, parks, and facilities
- Strengthen long-term infrastructure and asset management planning
- Identify and prioritize strategies to address deferred maintenance
- Continue investments that enhance community livability

Measures of Success

- Progress on key capital and infrastructure projects
- Improvements to capital planning tools and processes
- Identification of long-term infrastructure funding needs
- Visible improvements in public assets

Supporting Priorities (Ongoing Areas of Work)

The following priorities were also identified by Council as important and will continue to guide policy direction and organizational work. These areas will be advanced as part of ongoing operations but will not require the same level of focused Council attention unless needed.

Economic Opportunity and Community Vitality

- Support business development, investment readiness, and job creation
- Advance downtown and redevelopment opportunities
- Improve processes that support business and development activity
- Advocate for regional infrastructure solutions that support economic growth

Governance, Communication, and Community Engagement

- Strengthening Council governance practices and expectations
- Promote clear, consistent, and transparent communication
- Support alignment and collaboration among Councilmembers
- Expand opportunities for meaningful community engagement

2026 COUNCIL NARRATIVE

As part of establishing clear priorities for the year, the City Council has also identified a shared narrative to guide communication with the community.

In 2026, Longview City Council is focused on delivering value by:

- Strengthening public safety
- Maintaining fiscal responsibility
- Investing in the infrastructure that supports our community's future

This narrative reflects the Council's commitment to focused leadership, responsible stewardship of public resources, and continued investment in the community's long-term success.

It will serve as a consistent framework for how Council communicates its priorities, decisions, and progress throughout the year, helping ensure clarity, alignment, and transparency with the public.

IMPLEMENTATION AND ACCOUNTABILITY

The Council will:

- Provide policy direction aligned with these goals
- Evaluate progress throughout the year
- Adjust priorities as needed based on emerging conditions

The City Manager will:

- Develop and execute work plans aligned with these goals
- Provide regular updates to Council on progress and performance
- Identify challenges, trade-offs, and resource needs as they arise

CONCLUSION

These goals reflect the City Council's commitment to focused leadership, responsible stewardship, and continued progress for the Longview community.

By clearly defining priorities and desired outcomes, Council establishes a shared direction that will guide decision-making and organizational efforts throughout 2026.

City of Longview 2026 Council Goals & Strategic Alignment



Why This Matters

Build	Build alignment on Council priorities for 2026
Connect	Connect annual goals to long-term direction
Establish	Establish clear outcomes and focus
Ensure	Ensure intentional leadership

Council Alignment

Fiscal Responsibility

Community Safety

Infrastructure Investment

Also: Economic Opportunity
& Governance

How This Fits Together

Strategic Initiatives (2026–2031)



2026 Council Goals



Department Work Plans

Strategic Initiatives (Overview)

Long-term direction
grounded in community
input



Guides policy decisions,
budget priorities, and
department work



Council Strategic Initiatives

Community Safety

Empowered & Connected Community

Vibrant Neighborhoods & Public Spaces

Growth & Economic Opportunity

Future-Ready Infrastructure

Community First Service

Responsible & Honest Governance



2026 Council Goals Structure

3 Primary Goals

2 Supporting
Priorities

1 Shared Narrative

Goal 1: Strengthen Community Safety

Goal 1: Strengthen Community Safety

Council Commitment: *Ensure Longview is a safe community where residents feel secure in their neighborhoods, parks, and public spaces.*

Desired 2026 Outcomes

- Increase and strengthen core public safety services including Police and Fire
- Improve reliability and visibility of emergency response services
- Advance sustainable approaches to funding public safety services
- Continue implementation of policies that support safe and welcoming public spaces

Measures of Success

- Trends in response times and service levels
- Staffing stability and recruitment progress

Goal 2: Ensure Fiscal Responsibility and Long-Term Financial Stability

Council Commitment: *Provide responsible stewardship of public resources while maintaining essential services and planning for long-term sustainability.*

Desired 2026 Outcomes

- Adopt and maintain a balanced budget without reliance on one-time reserves
- Make measurable progress toward addressing the City's structural revenue gap
- Improve clarity, transparency, and accessibility of financial information
- Align resource allocation with Council priorities

Measures of Success

- Balanced budget adoption and year-end financial position
- Progress toward reducing structural imbalance
- Consistent and clear financial reporting
- Alignment between adopted budget and Council priorities

Goal 3: Invest in Infrastructure

Council Commitment: *Maintain and improve infrastructure and public assets that support daily life and long-term community vitality.*

Desired 2026 Outcomes

- Advance priority capital projects across transportation, utilities, parks, and facilities
- Strengthen long-term infrastructure and asset management planning
- Identify and prioritize strategies to address deferred maintenance
- Continue investments that enhance community livability

Measures of Success

- Progress on key capital and infrastructure projects
- Improvements to capital planning tools and processes
- Identification of long-term infrastructure funding needs
- Visible improvements in public assets

Supporting Priorities

Economic
Opportunity

Governance &
Communication

2026 Council Narrative

In 2026, Longview City Council is focused on delivering value by:

- Strengthening public safety
- Maintaining fiscal responsibility
- Investing in the infrastructure that supports our community's future

This narrative reflects the Council's commitment to focused leadership, responsible stewardship of public resources, and continued investment in the community's long-term success.



Recommended Action:

Motion to approve Resolution 2613



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 MARCH 2026 ACCOUNTS PAYABLE: \$1,731,208.63

FIRST HALF MARCH 2026 PAYROLL:

\$21,203.62, checks
\$1,126,852.94, direct deposits
\$846,550.49, wire transfers
\$1,994,607.05 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Sara Rios, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION – MT SOLO RESERVOIR FILL LINE

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE MT SOLO RESERVOIR FILL LINE PROJECT

COUNCIL INITIATIVE ADDRESSED:

Provide sustainable water quality & environmental infrastructure

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Mt Solo Reservoir Fill Line project has been completed in accordance with the plans and specifications under Contract No. 25-0213-W entered into between the City of Longview and Dewitt Construction Inc. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Levi Lindeman, Project Engineer

Attachments: None



City of Longview

Agenda Summary

COUNCIL CHAMBERS A/V UPGRADE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE COUNCIL CHAMBERS AUDIO/VISUAL UPGRADE PROJECT AND APPROVE USE OF DESCO AV FOR PROCUREMENT AND INSTALLATION

DATE: March 26, 2026

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Council Chambers audio/visual system is beyond its useful life and is no longer providing a reliable or acceptable meeting experience for Council, staff, in-person attendees, or residents watching KLTV recordings. The City receives recurring complaints regarding poor audio quality and limited visibility of presentations, and staff have had to troubleshoot the system during live meetings, creating avoidable interruptions and disruption to meeting flow.

Replacement of this system has been anticipated in prior budget planning and was originally expected around the seven-year mark, but the project was deferred due to budget reductions. The system has now reached end-of-life from both a support and performance standpoint. Replacement parts are no longer readily available, and the manufacturer has already adjusted programming as much as possible to extend serviceability. The manufacturer has indicated there is no additional tuning or modification available to materially improve the current system. Continued deferral increases the risk of a meeting-impacting failure and a more costly emergency replacement.

The proposed project modernizes the Chambers with clearer audio, improved presentation visibility, better hybrid meeting support, upgraded accessibility features, and simpler room control. Desco AV holds a Washington State Department of Enterprise Services statewide contract (Contract # 00224), providing a compliant procurement path for the City.

Project Need and Background

The existing Council Chambers system is more than nine years old and no longer meets the City's operational needs for modern public meetings. It was designed for an earlier era of room presentation and has become increasingly difficult to support as hardware ages, parts availability declines, and compatibility with newer technologies becomes more limited.

This is not only a quality issue; it is also a continuity-of-governance issue. Council Chambers is a governance-critical space used for public meetings, presentations, and hybrid participation. When audio is difficult to understand or presentations cannot be seen clearly, the result is a degraded public experience and reduced confidence in the City's ability to support transparent, accessible meetings.

Summary of Proposed Upgrade

The project replaces and modernizes core audio, video, control, and accessibility components in the Council Chambers. Key improvements include a new larger-format projector screen, four 85-inch professional displays suspended for improved sightlines, upgraded digital audio processing, new wireless gooseneck microphones for the dais and staff positions, a handheld microphone for general use, localized dais speakers with individual volume control, and an ADA-compliant assistive listening system with Bluetooth connectivity.

The new design also includes two dedicated touchscreen controllers (one for the Mayor and one for the Clerk) to improve meeting operations and reduce dependence on a single control point. The system is designed to

better support in-person meetings, hybrid/Zoom participation, streaming, recording, and presentation display in a way that is more reliable, easier to operate, and more maintainable over time.

Primary Benefits

- Clearer speech intelligibility for Council, the audience, and remote viewers
- Improved visibility of presentations and remote participants from multiple seating areas
- Reduced live-meeting troubleshooting and fewer meeting interruptions
- Modern accessibility support through ADA-compliant assistive listening
- Improved hybrid meeting, streaming, and recording performance
- More reliable and maintainable system architecture with current vendor support

Fiscal and Procurement Considerations

Desco AV's current quote for the Council Chambers A/V upgrade is \$133,270.45, inclusive of equipment, labor, travel, and sales tax. We also ask to include \$25,000 in contingency costs for any electrical work required.

Desco AV is a Washington State Department of Enterprise Services statewide contract holder under Contract # 00224, which provides the City with an established cooperative purchasing vehicle for this project.

Approving the project this year would address a known and deferred capital need before a failure forces a time-sensitive emergency replacement under less favorable conditions.

RECOMMENDED ACTION:

Move to authorize the Council Chambers audio/visual upgrade project and approve procurement and installation through Desco AV via Washington State Department of Enterprise Services Contract # 00224.

STAFF CONTACT:

Mike Sullivan, Information Technology Director

Attachments:

1. Legacy_Council_Chambers_Audio_System_Executive_Summary
2. City of Longview - Council Chambers AV Upgrade 2025 - Rev 0 3-16-2026 11.57.26 AM
3. Council_Chambers_AV_Upgrade_Pitch_Deck

Council Chambers Audio System (Legacy)

What system is currently installed?

The current Council Chambers audio system was installed in November 2016 and uses a traditional “room DSP + wired microphones” design. In practical terms, it mixes and routes microphones and other audio sources to the room speakers, recording feeds, and hearing assist input.

Primary installed components include:

- 15 Shure MX415 gooseneck microphones (dais/table mics)
- Two Biamp TesiraForte AVB AI digital signal processors (DSPs)
- Ashly amplifier (powers the room speakers)
- Netgear 24-port network switch (supports system networking)
- Biamp Canvas software (used to operate/control the system)

The system provides multiple volume control groups (for dais, podium, clerk, staff mics, wireless, and media inputs) and supports recording/output feeds including a wall-plate feed for broadcast use and a recorder at the clerk station, as well as a hearing assist input.

Installation date

- Installed: 11/21/2016
- Configuration documentation date: 11/30/2016

Life expectancy

A/V and meeting-room technology is typically refreshed on a planned lifecycle to maintain reliability, vendor support, and compatibility with modern conferencing and recording needs. While exact longevity varies by component and usage, many organizations plan for periodic refreshes of core processing and networking components.

Common lifecycle planning ranges used in the industry include:

- Overall room A/V technology refresh: often planned around 5–7 years.
- Networking components (e.g., managed switches): commonly planned around 5–7 years due to support and reliability considerations.

At over nine years old, the City’s current system is past its expected service life. Even if individual components remain functional, the risk of meeting-impacting issues increases over time due to aging hardware, reduced parts availability, and software/OS compatibility changes.



Proposal: Council Chambers AV Upgrade (2025) - Rev# 0

Prepared On: 3/16/2026

For: City of Longview

Presented By: Dustin Carter

Desco Audio & Video

2306 Harrison Ave. NW

Olympia, WA 98502

Main: (360) 943-1393

www.descoav.com

		Parts:	\$99,935.00	Labor:	\$21,440.64	Total:	\$121,375.64
1 ea	Draper Custom Screen (Draper) Draper 154104TC 123" Diag			\$5,784.00		\$5,784.00	
4	Sony FW-85BZ30L 85IN BRAVIA 4K HDR PROFESSIONAL DISPLAY			\$2,820.00		\$11,280.00	
2 ea	Chief XCB1U Fusion® Extra-Large Single Pole Dual Flat Panel Ceiling Mount			\$1,314.00		\$2,628.00	
2 ea	Chief CPA072P Pre-Drilled Pin Connection Column 72 Inch			\$174.00		\$348.00	
2 ea	Chief CPA365 Pin Connection Pole and Truss Adapter			\$109.00		\$218.00	
2 ea	SurgeX SA-82 FlatPak Surge Eliminator and Power Conditioner			\$458.00		\$916.00	
1 ea	QSC CORE 24f Q-SYS Core Processor with 24 local audio I/O channels			\$4,590.00		\$4,590.00	
1 ea	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel (16x16 Flows) License			\$837.00		\$837.00	
2 ea	QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller			\$2,805.00		\$5,610.00	
2 ea	QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3			\$414.00		\$828.00	
1 ea	QSC TSC-50-G3 Q-SYS 5" PoE Touch Screen Controller			\$1,338.00		\$1,338.00	
1 ea	Netgear M4250-26G4XF-PoE+ 24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch			\$2,620.00		\$2,620.00	
1 ea	Extron PS 1205 C 12 V, 0.5 A Power Supply, Captive Screw Connector			\$91.00		\$91.00	
5	Visionary Solutions DuetD-5 A/V over IP Decoder			\$1,208.00		\$6,040.00	
1 ea	Extron OCS 100C Ceiling-mounted occupancy sensor			\$431.00		\$431.00	
4	Visionary Solutions E5100 A/V over IP Encoder			\$938.00		\$3,752.00	
1 ea	Biamp Systems MAX Connect BYOM Room System			\$1,400.00		\$1,400.00	
2 ea	Shure MXWAPX8 Access Point Transceiver, 8-channel			\$4,070.00		\$8,140.00	
2 ea	Shure MXWNDX8G Eight-Channel Networked Charging Station			\$1,540.00		\$3,080.00	
1 ea	Shure MXWNDX4 Four-Channel Networked Charging Station			\$990.00		\$990.00	
14 ea	Shure MXW8X Desktop Based Gooseneck Transmitter			\$693.00		\$9,702.00	
14	Shure MX415LPDF/S Condenser Microphone, Supercardioid, 15 inch Dualflex Gooseneck,			\$309.00		\$4,326.00	
1 ea	Shure MXW2X/BETA58 Handheld Transmitter with Beta58A Capsule			\$754.00		\$754.00	
1 ea	Extron XPA U 2004 FX Four Channel Flexible Output Amp, 200 Watts			\$2,257.00		\$2,257.00	
1 ea	Extron XPA U 358-70V Eight Channel Amp, 35 watts at 70 volts			\$2,008.00		\$2,008.00	
1 ea	Extron MPA 601-70V 70 V Mono Amp - 60 Watts			\$514.00		\$514.00	
1 ea	Extron RSU 129 1U 9.5" Deep Universal Rack Shelf, Gray			\$151.00		\$151.00	
9	Biamp Systems KUBO3T-BL 3" compact design full range surface mount loudspeaker, 70 - 100 volt			\$87.00		\$783.00	
9 ea	Episode EA-MR-COMM-RVC-25 Commercial 70V In-Wall Volume Control - 25 watt			\$43.00		\$387.00	
1 ea	SurgeX UPS-1000-OL Online / Double Conversion UPS			\$1,880.00		\$1,880.00	
1 ea	SurgeX SX-1115-RT Rack Mount Surge Eliminator and Power Conditioner			\$971.00		\$971.00	
1 ea	Listen Technologies AURI-TX2N Auri 2 channel Transmitter			\$1,868.00		\$1,868.00	
1 ea	Listen Technologies AURI-D4 Auri Docking Station 4			\$559.00		\$559.00	
4 ea	Listen Technologies AURI-RX1 Auri Receiver			\$335.00		\$1,340.00	
4 ea	Listen Technologies LA-402 Universal Stereo Headphones			\$33.00		\$132.00	
4 ea	Listen Technologies LA-438 Advanced Neck Loop			\$90.00		\$360.00	
1	AJA Video Systems U-TAP SDI SDI to USB			\$439.00		\$439.00	
1	Binary B-USB3-HUB4P USB 3.0 Powered Hub - 4 Port			\$140.00		\$140.00	
1	Biamp Systems USB 200 2x1 USB switch			\$193.00		\$193.00	
1	Commercial Programming			\$7,500.00		\$7,500.00	
2	Prevailing Wage Low Voltage Electrical			\$6,970.32		\$13,940.64	
1	Misc. parts and materials			\$7,000.00		\$7,000.00	



1	Desco AV GSA Approved Travel Charge	\$3,250.00	\$3,250.00
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Sales Tax: \$11,894.81

Total: \$133,270.45

City of Longview

Date:

Desco Audio & Video

Commercial Terms & Services

Quality of Work

- All installation work will comply with applicable building regulations in force at the time of the project.
- Desco Electronics Corp. (DBA Desco Audio & Video, AKA Desco AV) is a licensed and bonded low-voltage electrical contractor in the State of Washington.
- We guarantee the quality of our workmanship for one (1) year from the date of project completion.

Work Hours & Site Access

- Standard operating hours are Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time.
- Rooms and spaces where work is to occur must be accessible during these hours on scheduled installation days.
- No meetings, events, or other activities should be scheduled in the installation area during our work.

High-Voltage Electrical Work

- Clients are responsible for providing electrical power and outlets as required for the project.
- Desco AV is not a high-voltage electrical contractor and does not perform high-voltage installations.
- If required and arranged in advance, Desco AV may coordinate with a licensed electrical subcontractor for high-voltage work.

Site Conditions, Structure & Existing Equipment

- Desco AV will inspect the installation area to confirm project feasibility.
- Modifications to floors, walls, or ceilings (e.g., cutting, patching) are the responsibility of the client unless specified in the agreement.
- All existing equipment intended for integration is assumed to be in proper working order. Any delays caused by malfunctioning equipment are the client's responsibility.

Site Cleanup

- Desco AV will maintain a clean workspace and remove debris and packaging at the end of each workday.

Equipment On-Site

- The client assumes responsibility for any equipment delivered before the start of installation or left on-site during multi-day projects.

Software & Programming

- Any existing software or firmware files necessary for the project must be provided by the client.
 - Desco AV will provide the client with full access and source code for any software developed for their project. Ownership of control software rests with the client.
- Any modifications to Desco AV-developed software by the client or third parties will void programming warranties. Desco is not responsible for issues resulting from such changes.

ADA Compliance

- Desco AV will advise clients when ADA-compliant assistive listening systems are required.
- Desco AV will also provide guidance on ADA-compliant placement of control interfaces (e.g., touchscreen and keypad heights).

Plans & Permits

- Clients must supply necessary building plans at no cost to Desco.
- Desco AV will provide applicable schematics or drawings in PDF format as required.
- Desco AV will obtain required permits for its scope of work. Permit fees will be the client's responsibility and itemized in the project quote.

Changes & Delays

- Delays caused by others may result in revised completion timelines and/or additional charges.
- Changes to the project scope initiated by the client may require added equipment, labor, or time. These changes will be documented via a written change order including scope description, cost, and schedule adjustments.
- Project continuation is contingent on written approval of any change order.
- If a project is canceled after written approval but before completion, the client will be responsible for all delivered work, equipment, and any reasonable demobilization costs.

Exclusions

- Moving or clearing of furniture or objects that obstruct access.
- Construction work such as holes larger than 4 inches or structural modifications.
- Sheetrock repair, repainting, or other cosmetic restoration.
- Voice and data infrastructure modifications.
- Removal or alteration of non-AV fixtures or systems (e.g., plumbing, HVAC, lighting).
- Any work involving or exposing Desco AV personnel to asbestos. The client must ensure safe conditions.

Warranties

- Desco Audio & Video delivers professional installation using premium vendors to ensure long-term performance.

Warranty terms include:

- Installation labor and programming are covered for 12 months from final project sign-off.
- Desco AV will facilitate all manufacturer warranty claims on the client's behalf during the applicable warranty period. Manufacturer warranty claims that follow the first 12 months from final-project sign-off will be subject to Desco's hourly labor rate.

Payment Terms

- Desco invoices monthly for completed work and delivered equipment. We do not defer billing until final project completion. All invoices are Net30 terms and subject to a 1% interest charge after 30 days if the balance is not paid in full.
- All invoices are subject to the payment terms outlined in the signed agreement or work order.

Authorization to Proceed

- Written approval of a Desco AV proposal or submission of a signed purchase order constitutes authorization to proceed with procurement, scheduling, and installation based on the agreed-upon scope of work.
- Client authorization confirms acceptance of these Terms & Services and initiates contractual obligations.



Council Chambers A/V Upgrade

Improve meeting clarity, reliability, accessibility, and hybrid participation

Requested decision: Proceed this year

Why we need to act now

Current Council Chambers A/V system is past its useful life and is increasingly disruptive to meetings.

What we experience today

- Frequent complaints about sound quality (in-room and KLTV recordings)
- Frequent complaints about presentation visibility
- Meeting interruptions while staff troubleshoot audio/video
- Aging equipment and unstable settings require constant adjustment
- Replacement parts are no longer available for failed components
- Manufacturer has tuned the system as far as possible — no further fixes available

What this puts at risk

- Public trust and transparency when meetings are hard to hear/see
- Hybrid participation (Zoom/Teams) when audio routing is inconsistent
- Accessibility for attendees who rely on assistive listening
- A major failure that forces an emergency purchase and rushed install
- Long outage risk due to lead times and discontinued components

What success looks like

A Council Chambers experience that supports governance: clear, accessible, reliable, and easy to operate.

Hear

Consistent, intelligible audio for Council, the room, and KLTV/online viewers.

See

Presentations and remote participants clearly visible from every seat.

Participate

Hybrid meetings that work every time with clean audio routing and BYOM support.

Operate

Simple controls for the Mayor and the Clerk with fewer interruptions and less troubleshooting.

Much better visibility

- New 123" custom screen for clearer projection
- Four new 85" professional displays (dais + audience sightlines)
- Flexible routing so content can be shown where it's needed

Clearer audio + better access

- 14 wireless gooseneck microphones + handheld mic
- Modern digital audio processing for consistent levels
- Improved in-room speakers with local volume control at the dais
- ADA-compliant assistive listening (Bluetooth-capable receivers)
- Two touch controllers: Mayor + Clerk

What's included in the proposal

Key components (high level):

Video & displays

- Draper 123" custom screen
- 4× Sony 85" professional 4K displays with ceiling mounts
- Video-over-IP distribution for flexible display routing

Audio & microphones

- QSC Q-SYS Core 24f processor + Dante licensing
- 14 × wireless dual flex gooseneck transmitters
- Wireless handheld microphone
- Dedicated dais speakers + individual volume controls

Accessibility

- Listen Technologies Auri assistive listening system
- Receivers, headphones, neck loops (Bluetooth-ready docking)

Controls & reliability

- 2× Q-SYS 10.1" touch screen controllers (Mayor + Clerk)
- Occupancy sensor + automated shutdown
- Power conditioning, UPS, rack cooling, programming

What the new audience displays could look like

Concept rendering from the audience side showing two forward-facing 85” displays mounted at the front beam line.



Concept only: Illustrative rendering based on current chamber photos; final mount height, spacing, and display content may vary slightly in final design.

What the new dais-facing displays could look like

Concept rendering from the dais side showing the paired 85" displays aligned near the clock beam line.



Concept only: Illustrative rendering based on current chamber photos; final mount height, spacing, and display content may vary slightly in final design.

Total (including sales tax):

\$158,270.45

Quote breakdown (per proposal):

- Parts: \$99,935.00
- Labor: \$21,440.64
- Subtotal (before tax): \$121,375.64
- Sales tax: \$11,894.81
- Total: \$133,270.45
- Contingency: \$25,000
- Grant Total: 158,270.45

Includes:

- Complete equipment procurement and installation
- System programming and commissioning
- Prevailing-wage low-voltage labor
- Rack cooling, power conditioning, UPS protection
- Separate A/V network (segmented from City network)

Recommended action:

Proceed with the Council Chambers A/V upgrade this year to restore meeting quality and reduce outage risk.

If approved, the implementation path is straightforward:

- **Authorize Desco AV to complete final system design and ordering.**
- **Coordinate installation around meeting schedules to minimize disruption.**
- **Commission and test: in-room audio, KLTV/recording feed, and hybrid conferencing.**
- **Short training for Clerk/Mayor controls + quick reference guide.**
- **Go-live with a predictable, maintainable system.**