

# Kelso City Council Agenda

Regular Meeting, 7:00 pm  
June 19, 2012  
City Hall, Council Chambers  
203 S. Pacific  
Kelso, WA 98626



\*\*Special accommodations for the handicapped and hearing impaired are available by special arrangement through the City Clerk's Office at 360-423-0900\*\*

## **Invocation:**

Pastor Dave Grauer, Gloria Dei Lutheran

## **Call to Order:**

## **Roll Call to Council Members:**

## **Approve Minutes:**

June 5, 2012-Regular Meeting

## **KSD Student Representative:**

## **Consent Items:**

1. Airport Lease Agreement
  - a. Hanger 48-49
2. Change Order
  - a. 2012 City Overlay
3. Funding Approval
  - a. LTAC Committee Recommendation
    - i. Iron Horse Festival, \$2500
4. Agreement/Consultant Contract
  - a. Mill Street Test Well
    - i. Kennedy/Jenks Consultants
5. Auditing of Accounts

## **Citizen Business:**

## **Council Business:**

## **Action/Motion Items:**

1. Resolution
  - a. 6 Year TIP Amendment
2. Ordinance, 1st Reading
  - a. Zoning Ordinance Corrections
    - i. Chapter 17.15 & 17.62

# Kelso City Council Agenda

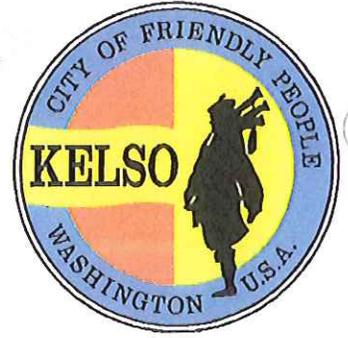
Regular Meeting, 7:00 pm

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3. Ordinance, 2<sup>nd</sup> Reading
  - a. Interfund Loan
4. Ordinance, 2<sup>nd</sup> Reading
  - a. Sewage Pre-Treatment

## Other Items:

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Myers, Lefebvre, McDaniel, Schimmel, Archer, and Roberson.

**Minutes:** Upon motion by Councilmember Schimmel, seconded by Councilmember Lefebvre, 'Approve the Minutes of the 05/15/12 Regular Meeting, the 5/16/12, 9:00 a.m. Special Meeting, the 5/16/12, 6:00 p.m. Special Meeting, and the 5/18/12, 2:00 p.m. Special Meeting,' Mayor Futcher commented that the 5/16/12, 9:00 a.m. Special Meeting needs to be corrected to show that it was a special meeting and not an executive session. The motion to approve the minutes with the correction carried, all voting yes.

**CONSENT AGENDA:**

1. **Liquor License Renewals:** a) Holt's Quick Check, 400 N. Pacific Ave., b) Target Stores, 205 Three Rivers Dr., c) Quick Stop Market, 500 Allen St.
2. **Appointment, Kelso Housing Authority:** Gary Nordin

Mayor Futcher asked if any items should be removed for separate consideration. Councilmember Myers requested to remove **Item No. 2 (Kelso Housing Authority Appointment)** from the Consent Agenda to be discussed separately.

Upon motion by Councilmember Schimmel, seconded by Councilmember Lefebvre, 'Approve the Consent Agenda with the removal of Item No. 2,' motion carried, all voting yes.

**CITIZEN BUSINESS:**

**Michael Cowan**, 420 Hazel Street, spoke about a 2009 Ordinance that changed certain zoning areas. He purchased a property prior to 2009 that was zoned as light industrial with a mini storage as a permitted use. He did not build on the property. He has placed this property on the market and just recently discovered that the 2009 Ordinance, which amended Title 16 & 17, changed what permitted uses were allowed in certain zones. Community Development Manager Nancy Malone commented that she has researched this issue and discovered that there is an inconsistency with what was passed by Council regarding this ordinance and what was approved by the Planning Commission. Ms. Malone will present this issue at the next Planning Commission Meeting on June 12<sup>th</sup>. Then she will consult with the city attorney to get this issue resolved. Lengthy discussion followed.

**James Hill**, 1100 N. 22<sup>nd</sup> Ave., spoke about a request regarding notification of any block party permits for the 1800 – 1900 blocks of Bloyd Street. In 2009 he came to Council and asked to be notified of future parties. He was not notified in 2010 and, as of this day, has not received any notification for 2012. He spoke against having a block party in this

area and would like to know if a 2012 block party permit has been received. Public Works Senior Engineer Mike Kardas said he will check to see if the Public Works Department received a right-of-way street closure application for that area and he will have someone get back to Mr. Hill the next day. Discussion followed.

**Jon J. Uravish**, 907 Oak St, spoke about a neighbor who has been verbally threatening him. Chief Hamilton commented that he will give Mr. Uravish his phone number so Mr. Uravish can contact him.

**COUNCIL BUSINESS:**

**(Continuation of the Consent Agenda (Item that was previously removed):**

Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, 'Approve the Kelso Housing Authority Appointment.' Councilmember Myers commented on an article he read about setting a maximum salary for Housing Urban Development Executive Directors. A nationwide study showed that very excessive salaries are being paid to HUD Executive Directors. Since people acquire these positions through Council's approval, he would like to see an annual report on their activities. Motion carried, all voting yes.

**MOTION ITEMS:**

**Ordinance (1<sup>st</sup> Reading) – Amending the Official Zoning Map:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, 'Pass on 1<sup>st</sup> reading, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE CORRECT DESIGNATION OF A CERTAIN PARCEL OF PROPERTY,' motion carried, all voting yes.

**Ordinance (1<sup>st</sup> Reading) – Sewage Pre-Treatment:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Roberson, 'Pass on 1<sup>st</sup> reading, 'AN ORDINANCE OF THE CITY OF KELSO, ADOPTING THE THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE AND INDUSTRIAL PRETREATMENT POLICY AND AMENDING ORDINANCE 3678 AND CHAPTER 13.08 OF THE KELSO MUNICIPAL CODE BY THE ADDITION OF NEW SECTIONS TO SAID CHAPTER TO BE DESIGNATED AS SECTIONS 13.08.155 AND 13.08.315 AND SHALL REPEAL SECTIONS 13.08.150, 13.08.310, 13.08.320, 13.08.330, AND 13.08.340,' motion carried, all voting yes.

**Resolution No. 12-1063 – Adoption of the Cowlitz County Solid Waste Management Plan:** The Deputy Clerk read the proposed resolution by title only. Upon motion by

Councilmember Myers, seconded by Councilmember McDaniel, 'Pass Resolution No. 12-1063, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, ADOPTING THE 2011 COWLITZ COUNTY SOLID WASTE MANAGEMENT PLAN AND MODERATE RISK HAZARDOUS WASTE MANAGEMENT PLAN,' motion carried, all voting yes.

**Resolution No. 12-1064 – Imposing Planning Fees:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Myers, seconded by Councilmember Lefebvre, 'Pass Resolution No. 12-1064, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO IMPOSING CERTAIN PLANNING FEES AS MORE PARTICULARLY DESCRIBED HEREIN.' Councilmember Schimmel asked what a person does if they just want a sign permit. Ms. Malone commented that they would just need a building permit. It will still go through the planning review but it will not go through staff reports. This eliminates the planning fee. This resolution follows suit with all the other cities in the county. Motion carried, all voting yes.

**Resolution No. 12-1065 – Amendment to the CIP 2012-2017:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Archer, 'Pass Resolution No. 12-1065, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO RELATED TO CAPITAL IMPROVEMENTS AND ESTABLISHING THE CITY'S CAPITAL IMPROVEMENT PROGRAM FOR THE PERIOD OF 2012-2017.' Councilmember Roberson asked if this will apply to city signs directing to the downtown area. Mr. Kardas said that that is exactly what this amendment is about.

**Ordinance (1<sup>st</sup> Reading) – Interfund Loan from the Water/Sewer Fund to the Arterial Street Fund:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, 'Pass on 1<sup>st</sup> reading, 'AN ORDINANCE OF THE CITY OF KELSO AUTHORIZING THE TRANSFER OF FUNDS FROM THE WATER/SEWER FUND TO THE ARTERIAL STREET FUND AND PROVIDING FOR THE REPAYMENT OF SUCH LOAN.' Councilmember Archer asked if the city has done this before. Finance Director Brian Butterfield said that this is a temporary transfer of funds. This is to cover the right-of-way phase of the West Main Realignment Project. Traditionally this is the most expensive part of the project because you have to have the money upfront to close on the acquired properties. The Arterial Street Fund cannot absorb those costs. This is a temporary loan until we get reimbursed. The project is expected to close by the end of the year. Motion carried, all voting yes.

Mayor Fatcher spoke about a meeting with County Commissioner Misner and Kelso-Longview Chamber of Commerce Executive Director Bill Marcum regarding the **Cowlitz County Tourism Bureau**. Last year the City of Kelso Council approved \$60,000 to move the Tourism Center to the Three Rivers Mall. Instead of relocating the Tourism Center the Chamber of Commerce would like to replace the current temporary building at

Minor Road with a new temporary building. Mayor Fletcher commented that the City of Kelso may be eligible for some state funding to get the storm drain system updated at the Minor Road site. Councilmember McDaniel commented that it would be good to go back to the Lodging Tax Committee to see what they would like to do with the \$60,000 now that the Tourism Center will not be relocated. Mr. Butterfield commented that the \$60,000 appropriation lapsed at year end. Because it was in the 2011 Budget it would have to go back to the Lodging Tax Committee for approval. Then we would need to amend the budget.

**MANAGER'S REPORT:**

**Andrew Hamilton:** 1) During the last month I have been keeping up with the usual contracts brought to me from the departments, I have been active with the public, I have been working on a couple of union issues, and I have been assisting with the search for the city manager position. 2) I attended the 'Operation Boss Lift' event in Idaho. It was conducted by the Boise and Washington National Guards. It is the National Guard's way of thanking the employers for their part-time soldiers. Officer Ralph Hines is stationed in Boise on active military duty at this time. 3) We are preparing for the, 'National Night Out,' which is an annual event. It will be held on the first Tuesday of August. Officer Christianson coordinates this event. It is a community safety awareness event for people of all ages. There will be a lot more things to see this year.

**STAFF REPORTS:**

**Janean Parker:** No report. Mayor Fletcher commented that there will be an executive session tonight regarding a union negotiation issue and an employment issue.

**Mike Kardas:** No report.

**Nancy Malone:** 1) I attended the Washington Revitalization Conference last week where I made some good contacts. Unfortunately, no one from the Kelso Downtown Revitalization Association attended. I am anxious to share what I have learned at the conference with the KDRA. 2) We have issued 29 building permits this last month.

**Cindy Donaldson:** 1) We are getting ready for our, 'Dream Big READ,' summer reading program. Kick off is June 18<sup>th</sup>. My goal before June 18<sup>th</sup> is to visit every class room in the Kelso School District. We are hoping for a good turn out. Volunteers are welcome.

**Chief Andrew Hamilton:** 1) Patrol has been busy as usual. We are minus a couple of officers due to sick leave and military leave. Detectives are keeping busy. 2) We continue to benefit from the Department of Corrections Officers we house in the police department. They assist the patrol officers in the field. 3) We are in partnership with the school district in the 'Active Shooter Training' program which is scheduled next month and the 'Every 15 Minutes' program which we just wrapped up. Officer Craig

Christianson was the coordinator for that. He did a wonderful job. 4) I attended the 'Active Shooter Training' course for Burlington Northern Santa Fe. The instructor was Kirk Wiper, from the Kelso Police Department, who took the temporary position as the instructor with the Washington State Criminal Justice Training Commission. He is recognized as the lead firearm instructor in the state. He is one example that shows the quality of people that we have in Kelso.

**Brian Butterfield:** We have the state auditors in the finance department. They are planning to be here for the whole month of June.

**COUNCIL REPORTS:**

**Dan Myers:** As the president of the Kelso Depot Volunteers, I would like to announce that we are having our annual meeting on June 11, 2012, at 7:00 p.m. It will be held in the basement of the train depot. If anyone is interested in any of the activities we do, I encourage you to join us.

**Rick Roberson:** No report.

**Gary Archer:** I attended the Government Summit. They discussed raising the county garbage rates. They also discussed combining agencies like the police departments and libraries. It was discussed to have Veteran Services be relocated across from the Kelso City Hall.

**Todd McDaniel:** The CUBS Board is looking into the possibility of extending the bus hour schedule. The board received a letter from a citizen requesting to have the bus schedule extended into the evening.

**Gary Schimmel:** 1) I recently attended the 911 Coordinating Council Meeting. The topic was about changing the rates. After discussion they decided to keep the rates the same this year. 2) I attended the Government Summit. They did discuss consolidating the agencies, but I see the police and the libraries already working as partners and supporting each other when needed. Even through staff reductions this community, in general, is doing a great job supporting each other.

**Kim Lefebvre:** 1) I went to the Three Rivers Mall recently with my daughter. We ate at the new restaurant. It is called La Herencia. The food and the service were very good. 2) I had a flier on my door from the Grace Bible Fellowship. I decided to check them out. When I went there I saw a great big dumpster they use when they do clean up work around Kelso. It is really nice that they help keep Kelso clean. Thank you to Grace Bible Fellowship.

**David Futcher:** I spoke to the mall manager earlier tonight. She said she had some announcements. She would like to coordinate the announcements around the Three Rivers Mall 25 year anniversary and will let us know.

**EXECUTIVE SESSION:**

The Council convened into Executive Session at 7:48 p.m. to discuss a labor negotiation issue. The Executive Session is expected to last approximately 10 minutes. The city attorney was present. The Council reconvened back into Regular Session at 8:00 p.m.

Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, 'Authorize the signature for the Kelso Police Association Labor Contract.' Councilmembers McDaniel, Schimmel, Lefebvre, and Futcher voted yes. Councilmembers Archer and Myers voted no. Motion passed, 5 to 2.

The Council convened into Executive Session at 8:05 p.m. to discuss an employment issue. The Executive Session is expected to last approximately 10 minutes. The city attorney was present. The Council reconvened back into Regular Session at 8:19 p.m.

There being no further business, Mayor Futcher adjourned the meeting at 8:20 p.m.

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**MAYOR**

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**CITY CLERK**

**AGENDA SUMMARY SHEET**  
**Business of the City Council**  
**City of Kelso, Washington**

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**SUBJECT TITLE:**

Airport Lease Agreement

Agenda Item: \_\_\_\_\_

Dept. of Origin: SW WA Regional Airport

For Agenda of: June 19, 2012

Cost of Item: \_\_\_\_\_

**PRESENTED BY:**

Dan Johnson  
Airport Operations Manager

City Manager Interim: Andrew Hamilton

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**AGENDA ITEM ATTACHMENTS:**

Grover Laseke and John Wallace - Lease Agreement - Southwest Washington Regional Airport

**SUMMARY STATEMENT:**

The following Airport Hangar Lease Agreements require council approval:  
Grover Laseke and John Wallace - Hangar No. B10 – Assignment of additional partner to existing Hangar Lease

**FINANCIAL SUMMARY:**

Hangar 48-49 monthly rent is \$236.11 and includes Lease Hold Tax

**RECOMMENDED ACTION:**

Staff recommends council make a motion approving the City of Kelso enter into a Lease Agreement with Grover Laseke and John Wallace for hangar lease at the airport.

Acct# 27169

SOUTHWEST WASHINGTON REGIONAL AIRPORT  
**TENANT INFORMATION**

TENANT NAME: GROVER LASEKE  
JOHN WALLACE

TENANT CONTACT PERSON: GROVER LASEKE

GROVER LASEKE  
Home Address: 307 RUCKEYE ST  
WOODLAND, WA 98674

Telephone: 360-225-9022 / CELL: 360-772-0371

E-Mail: GLASEKE@YAHOO.COM

JOHN WALLACE  
ADDRESS → 822 NE 130TH CT.  
VANCOUVER, WA 98684

Telephone: 360-909-8198 (CELL)

Aircraft Make: PIPER

Aircraft Model: PA28-140 / CHEROKEE 140

Aircraft Registration Number: N6358R

Single or Double Engine: SINGLE

INSURANCE POLICY NO. GLOBAL AEROSPACE # 10132573

EXPIRATION DATE: 9-29-12

Insurance Agency/Phone FALCON INSURANCE AGENCY  
866-647-4322 OR 830-257-1000

Tie-down Number Assigned \_\_\_\_\_

Hangar Number Assigned \_\_\_\_\_

Hangar Square Footage \_\_\_\_\_

Monthly/Annual Rental \_\_\_\_\_

Please do not write in shaded area. Airport Authority Staff only.

DATE OF OCCUPANCY _____	
Expiration Date of Agreement _____	
Land Lease/Hanger Rental/Tiedown _____	
Airport Manager/Agent _____	
	Signature

HANGAR SPACE B10

DESCRIPTION OF AIRCRAFT

TIE-DOWN SPACE —

1966 PIPER PA-28-140

COMMENCE DATE 5-1-12

## LEASE AGREEMENT-KELSO/LONGVIEW MUNICIPAL AIRPORT

This AGREEMENT made and entered into this 1st day of May, 2012,

by and between the City of Kelso, a municipal corporation, (hereinafter referred to as City), and  
Grover Laseke  
John Wallace, (hereinafter referred to as Tenant).

### WITNESSETH

It is mutually agreed as follows:

**1. LEASE AND TERMS:** For the purposes set forth above, City hereby leases to Tenant in their present condition, the following described premises for a month to month term commencing on 5-1, 2012 for hangar B10. The tenancy shall continue from month to month unless either party gives the other written notice of termination at least 30 days prior to the intended date of termination.

**2. RENT:** The parties agree the contract rent for said leased premises shall be \$ 201.24 per month. Rent will increase 100% of the July CPI for the Portland area as supplied by the Bureau Of Labor Statistics annually each January 1. Payments shall be due on or before the 1<sup>st</sup> day of each month thereafter during the term hereof. Late payments shall be assessed a charge of five dollars (\$5) per day after a fifteen day grace period.

**3. LEASEHOLD TAX:** Tenant agrees to pay the tax imposed by Chapter 82.29 RCW as enacted or hereinafter amended. Said payment shall be in addition to the contract rent provided in Paragraph 2 of this lease and shall not be considered part of said contract rent. The current rate of tax imposed is 12.84%.

**4. TENANT RESPONSIBILITIES:**

Tenant shall:

A. Use the hangar to house the one aircraft described above, which is owned or leased by the Tenant, together with necessary aircraft ground-handling equipment associated with said aircraft. If tenant desires to add additional aircraft, written approval is required by the Airport Manager and Tenant must comply with KMC 13.12.570 and 13.12.580. In the event Tenant has any ground transportation vehicle on airport property while the aircraft is out of the hangar, said vehicle shall be parked inside the hangar.

- B. Store no gasoline, explosives, or inflammables in the hangar.
- C. Not use the hangar for repairing or overhauling any aircraft or equipment except in accordance with Federal Aviation Regulation Part 43, Appendix A(c) Preventative Maintenance, and that to be accomplished solely by the Tenant on the above described aircraft.
- D. Not spray paint or weld in the hangar.
- E. Not modify existing wiring or install additional outlets, fixtures or electrical equipment without prior written permission of the Airport Manager. Any permitted modifications shall be accomplished by obtaining all necessary permits and inspections.
- F. Not install or hookup any refrigerators, freezers, heating units, microwave ovens, heat lamps, dryers or any other electrical appliance without the prior written permission of the Airport Manager.
- G. Not assign any interest of Tenant hereunder or sublet, license, or permit any other party or parties to occupy any portion of the hangar without the prior written permission of the Airport Manager.
- H. Not conduct any charter, rental, repair or instructional service or any other commercial activity in or from the premises without the prior written permission of the City after procuring any applicable business and fixed base operator's license.
- I. Not attach any hoisting or holding mechanism to any part of the hangar or pass any such mechanism over the struts or braces therein. For purposes of this Agreement, a hoisting mechanism shall be deemed to include, but shall not be limited to, a chainfall, block and tackle or other hoisting device.
- J. Not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the hangar without the prior written permission of the Airport Manager.
- K. Not lock the hangar or permit the same to be locked with any lock other than the lock supplied by the City or a lock of the Tenant, provided a key or the combination to such lock has been delivered to the Airport Manager.
- L. Not park or leave aircraft on the taxiway or on the pavement adjacent to the hangar door in a manner which unreasonably interferes with or obstructs access to adjacent hangars.
- M. Not service aircraft with fuel in hangar.
- N. Not place aircraft heaters unattended in the hangar. Attended heaters used must be approved by the appropriate official of the fire department serving the City.
- O. Keep the hangar clean and free of debris and not place any debris on airport property.

P. Obey all rules, regulations, laws, ordinances and directives of any legally constituted authority now in force or hereafter promulgated with respect to the use of the airport or the hangar as per **KMC 13.12**.

Q. Indemnify the City, its officers, employees and agents against and hold said parties harmless from any and all claims, demands, or liability which may arise as a consequence of Tenant's presence on the Kelso/Longview Airport or any acts or omissions of Tenant.

R. Provide and install a metal drip pan under each engine.

S. Keep hangar clean and sanitary, free of waste material and other hazards.

T. Make no modifications or installations of any nature inside or outside of hangar without the prior written approval of the City.

U. Shall replace all burned out light bulbs in the hangar within a reasonable time.

V. Keep all pets on a leash at all times except when such pets are inside a hangar with the doors closed. No pets shall be permitted to be upon the airport premises except when on a leash attended by a responsible adult.

W. Shall comply with the maintenance requirements of **KMC 13.12.660**.

**5. TIE-DOWN SPACE REGULATIONS:**

**Tenant shall:**

A. Not assign any interest of Tenant hereunder or sublet, license or permit any other party or parties to occupy any portion of the tie-down space.

B. Not conduct any charter, rental, repair, instructional service or any other commercial activity in or from the tie-down space without the prior written permission of the City and all necessary business and fixed base operator's licenses.

C. Report to the City or its representative any defects in the tie-down space which the Tenant feels requires maintenance.

D. Keep the tie-down space clean and free of debris and not place any debris on airport property.

E. Obey all rules, regulations, laws, ordinances and directives of any legally constituted authority now in force or hereafter promulgated with respect to the use of Kelso/Longview Airport.

F. Indemnify the City, its officers, employees, and agents against and hold said parties harmless from any and all claims, demands, or liability which may arise as a consequence of Tenant's presence upon airport property or the acts or omissions of the Tenant.

G. Not park or leave aircraft on the taxiway or on the pavement adjacent to hangars or tie-down spaces in a manner which unreasonably interferes with or obstructs access to adjacent hangars or tie-down spaces.

**6. CITY'S RESPONSIBILITIES:**

City shall:

A. Provide access to the hangars, tie-down spaces, public taxiways, ramps and runways.

B. Keep the hangars and tie-down spaces in good repair.

C. Furnish a padlock and key to hangar-tenant upon receipt of advance rental payment, unless otherwise agreed that the hangar-tenant will supply his or her own padlock in which event such hangar-tenant shall provide the Airport Manager with a key or combination to such padlock.

D. Have the right to enter hangars at any time for inspection, maintenance, or in case of emergency.

E. Provide electrical service to Buildings A, B, and C. It is the tenant's responsibility to sign up and pay for service and connection in all other buildings.

**7: MINIMUM STANDARDS:** This lease shall constitute Tenant's authority to function as an "Airport Tenant" as now defined in **KMC 13.12**, as it now exists or as it may hereafter be amended. **KMC 13.12** is hereby incorporated herein by this reference and all applicable provisions thereof shall be part of this lease agreement as though fully set forth herein.

**8: DEFAULT:** In the event of any default in the payment of rent or in the event of any default in any other covenant, term, or condition of this agreement which is not corrected after thirty days' written notice thereof to Tenant, city may terminate this lease and Tenant's authority to function as an airport tenant and the City may re-enter premises, take possession thereof and all of Tenant's rights hereunder shall cease.

City shall have a lien on all of Tenant's personal property located on the premises or on any portion of the Kelso/Longview Municipal Airport to secure payment of any sums due the City arising out of any breach of this Agreement or any failure to pay such sums when they become due. Said lien to be consistent with and limited by Chapter 60.72 RCW; Landlord's Lien for Rent. Such lien will be effective without notice at the time the breach occurs or upon any insolvency proceedings being instituted by or against Tenant.

The remedies herein contained are in addition to any other rights or remedies the City may have under applicable laws.

In the event of default by the City, Tenant may terminate this lease if the default has not been corrected after 30 days' written notice as provided herein.

9: **NOTICE:** Tenant shall comply with any notice requirements herein contained by delivering such notice to the City Clerk during regular business hours at 203 S. Pacific Ave., Kelso, WA 98626. The City shall comply with any notice requirement by delivering such notice to Tenant personally or mailing notice to the address given on the Tenant Information sheet as provided by the Tenant.

10: **APPLICABLE LAW:** The validity, effect, interpretation and construction of this Agreement in all respects shall be governed by the laws of the State of Washington.

11: **SEVERABILITY:** A determination by a court of competent jurisdiction that any given provision of this Agreement is void, voidable, or otherwise unenforceable, shall have no effect upon the other provisions of this Agreement, whether or not contained in separate sentences or separately numbered paragraphs, which thereafter may be interpreted as being severable and as having been written without original inclusion of the provisions so determined to be void, voidable, or otherwise unenforceable.

12: **ATTORNEY FEES:** It is further agreed that in the event suit or action is instituted by either party to enforce any of the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the other party or parties, as the case may be, in addition to any and all of the sums provided by law, such sum as the court may adjudge as reasonable attorney's fees in such suit or action and upon any appeal therefrom.

13: **INSURANCE:** Tenant shall provide a certificate of insurance which protects the public generally and the City from any and all damages, claims or liability and shall carry comprehensive general liability insurance in a company authorized to do business in the state with limits of not less than \$100,000 per person, \$300,000 for each for personal injury and \$100,000 property damage with the City named as an additional insured.

14: **ASSIGNMENT OF INTEREST OR RIGHTS:** Neither Tenant nor any assignee or other successor of Tenant shall, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer, or encumber any of Tenant's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without prior written consent of the City which shall not be unreasonably withheld.

**I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO BE BOUND THEREBY. I WILL NOTIFY THE OWNER OR IT'S REPRESENTATIVE OF ANY CHANGES IN MY ADDRESS OR AIRCRAFT OWNERSHIP.**

DATED this 11<sup>th</sup> day of MAY, 20 12.

TENANT:

J. Maxwell

TENANT:

[Signature]

CITY OF KELSO

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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### **SUBJECT TITLE:**

Change Order No. 1 for  
2012 Kelso Citywide Overlay  
Project No. 581202

Agenda Item: \_\_\_\_\_

Dept. of Origin: Public Works - Engineering

For Agenda of: June 19, 2012

Originator: Mike Busley

Cost of Item: \$ 370,305.00

Interim City Manager: Andrew Hamilton

### **PRESENTED BY:**

David M Sypher, P. E.  
Public Works Director

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### **AGENDA ITEM ATTACHEMENTS:**

Change Order No. 1 (CO #1)

### **SUMMARY STATEMENT:**

Council awarded the contract for the 2012 Kelso Citywide Overlay Project to Lakeside Industries, Inc. of Longview, WA during the March 20, 2012 council meeting in the amount of \$344,252.00. The budgeted amount for this project is \$300,000.00 with an additional CHAP grant of \$125,000.00. Work is scheduled to begin on June 20, 2012 with the project scheduled to be completed by July 6, 2012. Staff proposes a change order to address the following items.

Item #1: The quantities for planning and pavement repair were incorrect. The pavement repair quantity was low and did not reflect the work shown on the plans. The correction provides quantities for the work shown in the plans. This change will increase the project amount by \$6,500.00.

Item #2: Pavement grinding work planned along Grade St. will impact the traffic signal control loops at the Grade St. / S. 13<sup>th</sup> Ave. / Manasco Dr. intersection. Based on the quote received from the contractor reinstallation of the control loops will not exceed the funds budgeted for this project. This change will increase the project amount by \$11,003.00.

Item #3: Additive #1 was awarded to provide pavement repair work on Allen Street in preparation for a chip sealing project later this year. With the project bids being lower than expected it is possible to expand the repair work on Allen Street to include grinding work that would remove the existing asphalt lip at the gutter line that extends for the majority of the section to be repaired. This change will increase the project amount by \$8,550.00.

Because of the lower than expected bids there remains budgeted funds to extend the work to provide a superior finished product. In addition to the included change order items the contractor has been instructed to expect an extension of the work on Grade St. at the intersection of S. 5<sup>th</sup> Ave. / Oak St. / Grade St. to extend the repair and overlay work into this intersection. The additional work is currently estimated at approximately \$13,000.00 but will be dependent upon changes indentified in the field by the City Inspector and the Contractor. All of the additional work would be additions to quantities already included in the project bid tabulations.

**FINANCIAL SUMMARY:**

Original Contract Amount: \$ 344,252.00

Change in Contract Amount: \$ 26,053.00

**RECOMMENDED ACTION:**

Staff recommends approving Change Order #1.

## CONTRACT CHANGE ORDER

Change Order No.   1   City of Kelso, WA  
 Project Name:   2012 Kelso Citywide Overlay Project   Project Number:   581202    
 Owner:   City of Kelso   Date:   June 7, 2012  

To:   Lakeside Industries, Inc.    
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and Specifications:

Description of Changes	Change in Contract Price
1. Correction of Pavement Repair quantities	\$ 6,500.00
2. Reinstall traffic control loops at Grade St. & S. 13th Ave.	\$ 11,003.00
3. Addition of Shoulder Grinding to Allen Street 4,500sq yds	\$ 8,550.00
<b>TOTAL</b>	<b>\$ 26,053.00</b>
Sales Tax 7.9%	\$ -
Net Change in Contract Price:	<b>\$ 26,053.00</b>

**Justification for Change:**

Item #1: The quantities for planning and pavement repair were adjusted to more accurately depict the intended work. Item #2: The planned pavement grinding work along Grade St. will impact the existing traffic signal control loops at the Grade St. / S. 13th Ave. / Manasco Dr. intersection. Based on the price quoted by the contractor for reinstallation of the control loops it is possible to do this work without exceeding the budgeted project total. Item #3: The existing edge of pavement section on Allen Street includes a 1"-3" lip at the gutter line, the addition of grinding work along this gutter line (approx. 4,500 SY at \$1.90 per SY) will remove this lip and provide a better road section for the chip sealing work to be done later this summer.

Original Contract Amount:	\$ 344,252.00
This Change Order:	\$ 26,053.00
Previous Change Order(s):	\$ -
<b>Total Contract Price:</b>	<b>\$ 370,305.00</b>

Number of additional working days allowed:   0    
This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Accepted:	Contractor	Date: <u>                    </u>
Reviewed:	Project Inspector	Date: <u>                    </u>
Recommended:	Public Works Director	Date: <u>                    </u>
Approved:	City Manager	Date: <u>                    </u>

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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### **SUBJECT TITLE:**

Additional 2012 Lodging Tax Request

Agenda Item: \_\_\_\_\_

Dept. of Origin: City Manager's Office

### **PRESENTED BY:**

Andrew Hamilton, Interim City Manager

For Agenda of: June 19, 2012

Interim City Manager: Andrew Hamilton

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### **AGENDA ITEM ATTACHEMENTS:**

Iron Horse Festival-Application  
June 13, 2012-LTAC Meeting Minutes

### **SUMMARY STATEMENT:**

### **RECOMMENDED ACTION:**

The LTAC Committee recommend the requests for approval.  
Iron Horse Festival-\$2500

**Lodging Tax Advisory Committee**  
**June 13, 2012**  
**City of Kelso, Conference Room #203**

**Minutes**

Call to order:

Chairman Todd McDaniel called the meeting to order at 4:00 p.m.

Those present were as follows:

**Lodging Tax Committee Members**

Todd McDaniel  
Bill Marcum  
Cindy Keeney  
Syed Pasha  
Paul Thornton

**Staff**

Shelly Timm, Executive Assistant  
Brian Butterfield, Finance Director  
Andrew Hamilton, Interim City Manager  
Mayor David Fatcher, City of Kelso

**Minutes:**

Cindy Keeney made the motion to approve the minutes from the September 27, 2011 meeting, seconded by Paul Thornton. Motion carried, all voting 'yes'.

**Iron Horse Festival Funding Request**

The Iron Horse Festival has requested \$2500 for the 2012 event. This year the event has been expanded to a two day event. Brian Butterfield was asked if there was money available to fund this and he stated there was if the committee wished to go into reserves.

Syed Pasha made the motion to approve funding for the Iron Horse Festival for \$2500. Cindy Keeney seconded the motion. Motion passed, all voting 'yes'.

**Visitor Center Review:**

Bill Marcum, Chamber of Commerce President gave a short presentation on the views of the Chamber Committee/Board regarding the Visitor Center. He stated his current board would like to see the Visitor Center remain at its current location and not move to the mall, which was previously discussed in 2011. He stated that he would like to research the possibility of sharing a space between the current center and put the Chamber office there as well. He has been notified by the County that if the Chamber and the Visitor Center share a space, that they would be interested in participating in that as well, but gave no specific definitions.

Syed Pasha gave a brief description of the history regarding the current Visitor Center.

It was the general consciences of the LTAC committee that they would like to see the Visitor Center stay at the current location, but with a new building. Discussion ensued regarding the new construction would need to be a 'temporary' structure since the land is owned by the DOT and a permanent building was not allowed.

Mayor David Fatcher stated that former City Manager Dennis Richards researched modular/portable offices that could be remodeled to accommodate the Visitor's Center and the Chamber office, and that could be an affordable option.

LTAC members discussed improved signage and the increased traffic due to the opening of Jack in the Box and Starbucks across the street.

Syed Pasha made the motion to approve keeping the Visitor Center at the current location and supporting the Chamber's efforts in researching structures and costs associated with a new structure and offering the committee an analysis of the research at a future meeting. Cindy Keeney seconded the motion. Motion passed, all saying yes. Bill Marcum recued himself on this motion.

**Committee Member/General Public Comments:**

Syed Pasha commented that the Columbia Theatre should be run as an independent business and not continue to ask for funds through the Lodging Tax Committee.

Shelly Timm stated that the application process for 2013 funds open approximately the first week in July. Brian Butterfield asked if the committee would like to follow the City's biennial budget process and ask for 2013 and 2014 funding requests during the same application process. Committee opinion was that they liked to keep it year by year and to continue with that set operating procedure.

Paul Thornton asked about accountability of funding recipients and asked if they could quantify funding. Brian Butterfield stated that a yearly report is due by each recipient. Paul Thornton asked about hotel accountability and Syed Pasha stated that his hotel always asks each guest what brings them there and codes them in the computer for later analysis.

With no further comments, Todd McDaniel made the motion to adjourn the meeting, Cindy Keeney seconded the motion. Motion carried, all saying yes.

The meeting was adjourned at 4:40 pm.

Respectfully Submitted,

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Shelly M. Timm, Recording Secretary

# 2012 REQUEST FOR FUNDING

## Instructions

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
3. Sign and date the application.
4. Send the completed application to:

Shelly Timm, Executive Assistant  
 City of Kelso  
 P.O. Box 819  
 Kelso, WA 98626

### Applicant Information

**Organization/Individual**                      **Public**                      **Other**                      **Private**                      **Individual**

Name: Kelso Downtown Revitalization Association/KDRA			
Address: PO Box 1131			
City: Kelso	County: Cowlitz	State: WA	Zip: 98626

### Contact Person

Name John Patterson	
Title Highlander Iron Horse Festival Chair	Phone 360-577-1560

### Project Information

<b>Title and brief description of project:</b>			
5 <sup>th</sup> Annual Highlander Iron Horse Festival. A motorcycle rally to promote tourism for the City of Kelso and the Downtown core of Kelso. This year the event has been expanded to a 2 day event to promote 'Heads in Beds' And overnight stays within our City.			
Geographic area served by this project City of Kelso and Downtown Core		Number of people served by this project: 300-600 Participants	
<b>2012</b>	Amount requested from City of Kelso \$ 2500.00	Total project cost: \$ \$5300.00	Date of project: From 9/1/12 to 9/2/12

**FUNDING SOURCES FOR THIS PROJECT**

List all firm commitments to date to fund this project:	
Source	Amount
Fences for Fido	\$50.00

List any other sources of funding you have applied for:		
Source	Amount	Status
Cowlitz County Tourism	\$3000	Must be repayed
Working on sponsors for the event-nothing committed at this time		

<b>Specifically how will this grant be used? How do you document your results?</b>
We will use this money for advertising, signage. Additional expenses include prizes, music, performance
Specialists & entertainment. Results are documented by hotel count, head count, bar receipts.
<b>How will this project be financed in the future?</b>
By sponsors and vendors and participants

Signature <i>John Patterson</i>	Date <i>6/6/12</i>
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# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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### **SUBJECT TITLE:**

Mill Street Test Well Consultant Contract for  
Hydrogeologist Services with Kennedy/Jenks  
Consultants  
Project No. 591201

Agenda Item: \_\_\_\_\_

Dept. of Origin: Public Works

For Agenda of: June 19<sup>th</sup>, 2012

### **PRESENTED BY:**

David M. Sypher, P.E.  
Public Works Director

Cost of Item: \$45,983.00

Interim City Manager: Andrew Hamilton

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### **AGENDA ITEM ATTACHMENTS:**

Consultant Agreement with Scope of Work and Fee Estimate  
Site Map

### **SUMMARY STATEMENT:**

The City has reached the planning threshold for the capacity of its water source, the Ranney Collector. This project is an element of the long range water supply planning process. A test well project was introduced to the Capital Improvement Program in 2010. The original plan identified the water treatment plant as the location for the well. Because of space constraints at the plant, the well will be installed on a City owned parcel off of Mill Street, west of the railroad tracks(See Attached Map). This new site is large enough to allow for the construction of a test well and multiple wells if the location proves to be productive. It is also close enough to the treatment plant for a feasible connection.

This contract provides assistance to the City to; meet regulatory requirements, prepare bidding documents for the City to solicit a well driller to install and test the well, and assess the site viability as a municipal water source. The consultant will monitor the drilling and test pumping and collect information on geologic formations and groundwater availability and water quality. They will then prepare a report to identify the quantity and quality of the available water and recommend a development strategy.

### **FINANCIAL SUMMARY:**

The proposed contract amount is \$45,983.00. The project is identified in the current budget of the Water Capital Fund

### **RECOMMENDED ACTION:**

Staff recommends council make a motion to authorize the Interim City Manager to enter into an agreement with Kennedy/Jenks Consultants in the amount of \$45,983.00.

## Kennedy/Jenks Consultants

### Engineers & Scientists

32001 32<sup>nd</sup> Avenue South, Suite 100  
Federal Way, Washington 98001  
253-835-6479  
FAX: 253-952-3435

12 June 2012

Mr. Michael Kardas, PE  
Senior Civil Engineer  
City of Kelso  
203 S. Pacific, Suite 205  
Kelso, WA 98626

Subject: City of Kelso Professional Hydrogeologist Services  
Mill Street Test Well  
K/J Proposal F12149

Dear Mike:

Kennedy/Jenks Consultants would like to thank the City of Kelso (City) for the opportunity to assist you with your Mill Street Test Well, Hydrogeologic Services. This letter presents our proposed scope of work and budget describing the tasks and level of effort anticipated to be necessary to provide professional hydrogeologic services for the Mill Street Test Well.

The City currently depends on a Ranney Collector well located on the bank of the Cowlitz River. Current and future maximum day demands are approaching the capacity of the Ranney Collector, thus necessitating an additional source of supply to meet the City's needs. The City seeks to identify options for a supplemental or alternative source of supply. The purpose of this project is to provide the City with options for evaluating a new source that may include one or more conventional wells or a new collector well. The results of this hydrogeologic evaluation will allow the City to determine whether or not this site is capable of either supplementing or replacing the City's existing source of supply.

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## SCOPE OF WORK

The following tasks have been identified to help the City achieve their goals:

### *Phase A: Hydrogeologic Assessment*

#### **Task A.1: Project Management**

##### *Task A.1.1: Coordination, Communication, and Tracking*

**General Project Coordination.** The Consultant will perform general administrative duties associated with project including coordination of work, general office administration, and invoicing.

**Track Project Schedule and Budget.** The Consultant will update the schedule periodically and inform the City of issues that may change the project schedule. Project deadlines will be established jointly by City and Consultant staff, and City staff will be kept informed of work status as deadlines approach. A summary of work completed will accompany each monthly invoice.

**Maintain Consultant/Client Communications.** The Consultant Project Manager will communicate directly with the City Project Manager regarding project issues. Other lines of communication will be opened on a situational basis as agreed upon by the City and Consultant Project Managers.

##### *Task A.1.2: Quality Control*

**QC Activities.** Quality control activities will include review of consultant deliverables by senior staff. A Concepts and Criteria Review will be completed prior to the delivery of the construction documents to ensure that the conceptual testing and design is correctly targeted to meet the needs of the City in a cost-effective manner.

#### **Task A.2: Testing Recommendations**

The Consultant will complete a review of readily available information (e.g., consultant and agency reports, published geologic reference materials, well logs, etc.). Based on this review and our knowledge of local aquifer conditions, we will develop a testing program that incorporates site constraints and the City's needs, and also complies with Ecology and Department of Health (DOH) testing standards. The testing program design will include the number, type, and depth of proposed test and monitoring well; and be developed with input from City staff.

A kickoff meeting will be conducted as part of this task. The purpose of this meeting is to gather and disseminate information and to establish the project direction and protocols. Discussion topics will include drilling method alternatives and the relative benefits of each as part of the testing program design process. The pros and cons of a 6-inch diameter test well versus a 12-inch diameter test well will be discussed at this time. A brief technical memorandum will be prepared summarizing testing

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recommendations and protocols; technical memorandum information will be incorporated into the well completion and testing report.

### **Task A.3: Regulatory Compliance**

For this task the Consultant will assist the City with identification, preparation, and submittal of necessary permits and other regulatory compliance documentation. Permits for the test well program will be obtained in accordance with applicable regulations, including water supply well design and testing standards set forth by Ecology and DOH, as well as applicable local regulations. Anticipated permits include:

- A Notice of Intent and Start Card from Ecology. The well drilling contractor is responsible for obtaining these permits. The Consultant will verify they have been obtained as part of Task A.5.1.
- No permitting will be required by Ecology for discharging aquifer test water to the Cowlitz River provided no polluting matter is discharged (ex. turbidity, inorganics, organics). Prior to discharge of any water to the Cowlitz River sampling will be completed with an abbreviated analyte list for discharge characterization purposes.
- Well Site Inspection by County. Should the City determine that the test well may be utilized as a production well, it is recommended that the County complete a Well Site Inspection prior to drilling of the test well.

The consultant will also identify potential water right modifications that may be necessary to change the water right certificate designation or modify the point of withdrawal. Water Rights review will be limited to information already gathered as part of work completed for City's 2012 Water System Plan Update.

### **Task A.4: Construction Documentation Assistance**

It is the City's intention to solicit well drilling proposals from companies currently on the City's Small Works Roster. Consultant will perform the following activities:

- Prepare construction documents, including plans and technical specifications, to be used by the City in its competitive selection process to secure both well drilling and pump installation contractor. A temporary pump will be installed for testing purposes only.
- Assist with development of Request for Proposal for test well drilling and construction.
- Coordinate with City to conduct utility clearance and site walk to identify test well location(s) and access problems. City is responsible for survey and utility locates.
- Review companies currently on the City's Small Works Roster. Make recommendations with regard to other companies to solicit, with known qualifications and experience that may benefit the City.
- Provide assistance in evaluating driller quotes for completeness, experience, and cost.

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## Task A.5: Well Construction and Testing Oversight

Kennedy/Jenks will provide primary coordination and field oversight of well drilling and testing activities by a Washington Licensed Hydrogeologist. The wells will be installed and developed in accordance with the requirements of WAC 173-160, Minimum Standards for Construction and Maintenance of Wells. This scope of work assumes that one test well and two monitoring wells will be installed on site. It is further assumed that the test well will be 6-inch diameter, terminating a maximum of 100 feet below ground surface (bgs), and the two shallow 2-inch diameter monitoring wells will terminate approximately 30 feet bgs. Should the City elect to install a 12-inch diameter test well there will be additional effort involved with the construction and construction oversight portions of the project. A supplemental phase and task has been included in this scope to address the possibility that a 12-inch diameter test well will be installed.

### *Task A.5.1: Construction Oversight*

The proposed services during this task include:

- Schedule and coordinate the onsite activities of the well drilling Contractor, including checking that applicable permits (e.g., Ecology Start Card and Notice of Intent) and utility clearances have been obtained by the Contractor prior to beginning of work.
- Conduct preconstruction meeting with City, Consultant, and well drilling Contractor to discuss site logistics and work schedules.
- Progress meetings with City staff, Consultant, and drilling contractor. Assumes a minimum of two meetings, two people per meeting.
- Develop field Hazard Appraisal and Recognition Plan (HARP) for the Consultant's staff. The HARP will be prepared in addition to and independent of the Contractor's health and safety plan.
- Collect and log formation samples to be submitted to the City's contract laboratory for sieve analyses, the results of which will be used for well design. Assumes up to five soil samples. The City is responsible for lab costs associated with sieve analysis.
- Determine total depth of the test well, appropriate screen slot size and filter pack gradation, and screen placement based on the stratigraphic conditions observed during drilling.
- Observe and document proper placement of the well screen and filter pack.
- Discharge water characterization. Prior to discharge of any water to the Cowlitz River sampling will be completed with an abbreviated analyte list for discharge characterization purposes. Sample will be sent to City contract lab for analysis.
- Document development activities. Water quality parameters of pH, temperature, conductivity, and turbidity will be monitored and measured in the field during development.

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#### *Task A.5.2: Pumping Tests and Water Quality Sampling*

The proposed services during this subtask include:

- Coordinate and observe pumping tests; a step-rate pumping test will be conducted to establish the flow rate for a 48-hour constant-rate pumping test. Assumes Consultant will be on site for 8 hours per day; the well drilling contractor will provide other staff necessary for testing duration.
- Document pumping test and water quality activities. Water quality parameters of pH, temperature, conductivity, and turbidity will be monitored and measured in the field during testing.
- Determine well performance and aquifer parameters using results of pumping tests.
- Collect water quality samples. Samples will be submitted for analysis of all water quality parameters required by DOH for Group A Public Water Systems (WAC 246-290-300). The City is responsible for lab costs associated with water quality testing. Water quality parameters to be tested include the following general categories:
  - Bacteriological
  - Primary Chemical and Physical Substances
  - Secondary Chemical and Physical Substances
  - Radionuclides
  - SOCs and VOCs

#### **Task A.6: Report Preparation**

Upon the conclusion of the pumping tests and receipt of analytical results, Kennedy/Jenks will prepare a well completion and testing report that will meet DOH requirements for demonstrating source reliability (WAC 246-290-130(3)). At a minimum, the contents of the well completion and testing report will include:

- Summary of Testing Recommendations and Protocols
- Summary narrative of the hydrogeologic setting and well drilling, construction, development, and testing activities.
- Lithologic well log, as-built well construction drawing, and copy of Ecology Water Well Report.
- Water-level data collected before, during, and after completion of pumping test.
- Graphical presentations of data, where appropriate.
- Soil and water quality data collected during drilling and the pumping test, including tabulated summary of data and copies of laboratory analytical reports.

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- A summary of well-specific capacity, transmissivity, saturated thickness, hydraulic conductivity, and storativity will be included in the report.

The report will include conclusions and recommendations regarding the suitability of the site as a potential potable groundwater source, including a preferred means for obtaining groundwater (i.e., conventional wells versus a collector well).

### ***Phase B - Supplemental Work***

Work in Phase B will not be completed unless authorized by the City in writing.

#### **Task B.1 - Supplemental Construction Oversight**

This task addresses the possibility that a 12-inch diameter test well will be installed instead of a 6-inch diameter test well. The construction duration for a 12-inch diameter test well is longer than if a 6-inch diameter test well were installed. This task assumes up to 16 additional hours of construction observation will be necessary to install a 12-inch test well.

## **DELIVERABLES**

The following documents will be produced as part of Phase A:

- Monthly invoice and progress letter.
- Testing Recommendations and Protocols Technical Memorandum (electronic copy only).
- Construction documents including plans and technical specifications (electronic copy only).
- Draft Report for City review and comment (electronic copy only).
- Final Report incorporating City comments as appropriate. (two hardcopies copies).

## **SCHEDULE**

The schedule presented below assumes design work will begin no later than 25 June 2012. The anticipated project milestones are as follows:

- Completion of testing recommendations and protocols - 6 July 2012
- Deliver well drilling construction documents to City - 13 July 2012
- Well drilling Contractor selected by City - 10 August 2012
- Commence test well construction activities - 24 August 2012
- Completion of test well construction, development and water quality testing - 28 September 2012
- Delivery draft well completion and testing report - October 2012
- Delivery final well completion and testing report - November 2012

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The actual completion schedule may need to be adjusted to reflect field conditions. We propose that the final schedule will be based upon a mutually agreeable timeframe and conditions encountered in the field.

## PROJECT ASSUMPTIONS AND LIMITATIONS

1. This project is budgeted on a time and materials basis, it is possible that the level of effort expended could be less than or greater than budgeted. It is understood that augmentation or modification of the scope, budget, and schedule for any of the work proposed in this contract will require notification, discussion, and approval by both parties.
2. The estimated effort for each task is limited to the hours shown in the Proposed Effort Estimate – Exhibit A.
3. City will provide general contract administration such as processing of change orders, pay requests, payroll and prevailing wage documents, and review of contractor's construction schedule.
4. City will provide access to City's staff as needed. City will participate in decision-making and provide a good-faith effort to make key decisions in a timely manner.
5. City representative will attend pre-construction meeting and bi-weekly progress meetings.
6. City to provide survey, utility locate, and conduct call before you dig. City will provide potholing if necessary to identify underground utilities.
7. City will remove trees from site, as necessary, to facilitate well drilling activities.
8. City is responsible for construction of drilling pad and access road to well drilling sites, as necessary, to complete work.
9. City will submit required permit applications, and pay applicable fees.
10. Water quality and soil samples collected by Consultant will be sent to the City's contact lab for analysis. The City will pay lab costs associated with water quality sampling and sieve analysis.
11. Water Rights review will be limited to information already gathered as part of work completed for City's 2012 Water System Plan Update. Legal review of water rights is excluded from this scope of work.

## BASIS OF COMPENSATION

Based on our estimate of services required, we propose a budget of \$45,983, which will not be exceeded without authorization. A summary of anticipated efforts is shown below and provided in Exhibit A – Proposed Effort Estimate. To account for unforeseen conditions that may be encountered during construction, a Management Reserve of 15% has been included. The Management Reserve funds will not be used unless authorized by the City in writing.

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Phase A - Hydrogeologic Assessment	\$ 37,459
Phase B - Supplemental Work	\$ 2,526
<b>Total Phase A &amp; B</b>	<b>\$ 39,985</b>
Management Reserve (15%)	\$ 5,998
<b>Grand Total</b>	<b>\$ 45,983</b>

## TERMS AND CONDITIONS

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter. To assure a clear understanding of all matters related to our mutual responsibilities, the Standard Conditions dated 1 January 2007 are made a part of our agreement.

If this proposal meets with your approval, please sign both copies of this letter where noted below and return one copy to our attention at Kennedy/Jenks. Your signature will serve as our authorization to proceed.

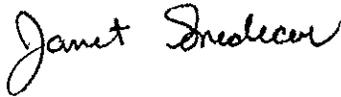
We appreciate the continued opportunity to be of service to the City of Kelso. If you have any questions or concerns about the project progress, please contact me at (253) 835-6426.

**Kennedy/Jenks Consultants**

Mr. Michael Kardas, PE  
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Very truly yours,  
  
KENNEDY/JENKS CONSULTANTS, INC.

**AUTHORIZATION:**  
  
CITY OF KELSO

  
Janet Snedecor, P.E.  
Project Manager

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
David Brown  
Federal Way Office Manager

Enclosures

**Exhibit A - Proposed Effort Estimate**

**Kennedy/Jenks Consultants**

Job Name: City of Kelso  
 Job Description: Professional Hydrogeologist Services Mill Street Test Well  
 Proposal/Job Number: F12149

City of Kelso Rates	Eng-Sci- 8 500	Eng-Sci- 7 350	Eng-Sci- 6 540	Eng-Sci- 5 440	Eng-Sci- 4 530	Eng-Sci- 3 530	Eng-Sci- 2 520	Designer- Senior 530	Project Admin 520	Total Hours	Total Labor Costs	Overhead Multiplier 207.2%	Prof. Fee 10%	Direct Cost 5.0%	Sub- consultant Costs	Sub- Project Fee 10.0%	Total Cost
<b>Mill Street Test Well</b>																	
<b>Phase A - Hydrogeologic Assessment</b>																	
Task A.1 - Project Management			20						4	32	\$ 1,404	\$ 3,035	\$ 450				\$ 4,940
Task A.1.1 - Coordination, Communication, and Tracking			8							10	\$ 624	\$ 1,708	\$ 250				\$ 2,785
Task A.1.2 - Quality Control			8						2	20	\$ 834	\$ 1,720	\$ 256				\$ 2,810
Task A.2 - Testing Recommendations										0	\$ 384	\$ 795	\$ 112				\$ 1,290
Task A.3 - Regulatory Compliance									6	22	\$ 680	\$ 1,041	\$ 273				\$ 3,002
Task A.4 - Construction Document Assistance										44	\$ 1,812	\$ 3,964	\$ 688				\$ 6,463
Task A.5 - Well Construction and Testing Oversight										40	\$ 1,720	\$ 3,580	\$ 520				\$ 5,814
Task A.5.1 - Construction Oversight										40	\$ 1,720	\$ 3,580	\$ 520				\$ 5,814
Task A.5.2 - Pumping Tests and Water Quality Sampling										60	\$ 2,464	\$ 5,140	\$ 763				\$ 8,367
Task A.6 - Report Preparation										40	\$ 1,720	\$ 3,580	\$ 520				\$ 5,814
Direct Costs																	\$ 2,000
Phase A Subtotal			8	56	170			4	20	242	\$ 10,480	\$ 21,745	\$ 3,224	\$2,000			\$ 37,459
<b>Phase B - Supplemental Work</b>																	
Task B.1 - Supplemental Construction Observation										10	\$ 680	\$ 1,426	\$ 211	\$200			\$ 2,326
Direct Costs										10	\$ 680	\$ 1,426	\$ 211	\$200			\$ 2,326
Phase B Subtotal										10	\$ 680	\$ 1,426	\$ 211	\$200			\$ 2,326
<b>Total - Phase A and B</b>			8	56	170			4	20	258	\$ 11,178	\$ 23,172	\$ 3,435	\$2,200			\$ 39,985
Management Reserve 15%																	
<b>GRAND TOTAL</b>																	
\$ 45,983																	

Client: City of Kelso

Contract/Proposal Date: F12149/12 June 2012

## Standard Conditions

January 1, 2007

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT; WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed:  
(a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to

CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.

8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

January 1, 2007

## Standard Conditions (Page 2)

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC OR MAGNETIC DATA.** Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.



**AGENDA SUMMARY SHEET**  
**Business of the City Council**  
**City of Kelso, Washington**

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**SUBJECT TITLE:**

Resolution to Amend the current Six-Year  
Transportation Improvement Program  
(2012-2017)

Agenda Item: \_\_\_\_\_

Dept. of Origin: Public Works Department

For Agenda of: June 19, 2012

Cost of Item: \_\_\_\_\_

**PRESENTED BY:**

David M. Sypher, P.E.  
Public Works Director

Interim City Manager: Andrew Hamilton

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**AGENDA ITEM ATTACHMENTS:**

Resolution and Exhibit A

**SUMMARY STATEMENT:**

The West Main Re-alignment Project is in need of additional funding due to unexpected right of way costs. The City has requested an additional \$1,000,000 from the regional allocation of the federal Urban Surface Transportation Program (STP-U). The request must now go before the governing board of the Cowlitz-Wakaiakum Council of Governments for approval. In order for the request to be considered the funding information for the West Main Project must be up to date in the current Six Year Transportation Program. The resolution allows for the adoption of that project revision.

The financial allocation for West Main Project has been updated to reflect additional funding.

**RECOMMENDED ACTION:**

Staff recommends adoption of the Resolution to amend the Six-Year Transportation Improvement Program (2012-2017).

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, ADOPTING AN AMENDMENT TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET IMPROVEMENTS.**

WHEREAS, on the 19th day of June, 2012, in the Council Chambers at City Hall in Kelso, Washington, a public hearing was held after due and legal notice, for the purpose of discussing an amendment the City's current Six Year Transportation Improvement Program from 2012 to 2017; now, therefore,

THE CITY COUNCIL OF THE CITY OF KELSO DO RESOLVE AS FOLLOWS:

The following named streets and the project improvements of the same, a detailed list of which is hereby attached, marked "Exhibit A," and by this reference incorporated herein in full, be and the same is hereby adopted as the ensuing Six Year Transportation Improvement Program from 2012 to 2017 for improvement of arterial streets.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

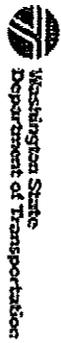
\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



## Six Year Transportation Improvement Program From 2012 to 2017

Agency: Kelso  
 County: Cowlitz  
 MPORTRPO: CMVCS  
 Y Inside  
 N Outside

Functional Class	Priority Number	A. PIN/Project No. B. Project Title C. Road Name or Number D. Begin & End Terminal E. Project Description	B. STP ID	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
14	2	SR 4 (Cowlitz Way) to SR 414 (SW 1st Avenue) This project will realign Main St to make a better connection to SR 4. The project will include four travel lanes, a center median with turn pockets, bicycle lanes, curb and gutter, and sidewalks with ADA ramps on both sides of the roadway. The traffic signals at 1st and 3rd will be modified and updated. The storm water drainage system will be updated as needed. Prior \$1,000,000		WA-03287	11/16/10	11/16/10		10-002	44	COS	0.230	CE	Yes
		West Main Street Realignment											

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2012	DEMO	799,800			0	799,800	
S	RW	2012		0	TIB		2,800,000	2,800,000	
S	RW	2012	STP(U)	1,000,000			0	1,000,000	
S	CN	2012	STP(U)	1,500,000	TIB		1,800,000	3,300,000	
				Totals	3,299,800		4,600,000	7,899,800	

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th	Federal Funds	State Funds	Local Funds	Total Funds
PE	799,800	0	0	0	0	0	3,299,800	4,600,000	0	7,899,800
RW	2,800,000	0	0	0	0	0				
CN	3,300,000	0	0	0	0	0				
Totals		6,899,800	0	0	0	0	3,299,800	4,600,000	0	7,899,800

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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### **SUBJECT TITLE:**

1<sup>st</sup> Reading, Ordinance adopting corrections to the Zoning Ordinance, Title 17 of the Kelso Municipal Code:

- Chapter 17.15 Permitted, Administrative and Conditional Uses
- Chapter 17.62 Signs

Agenda Item: \_\_\_\_\_

Dept. of Origin: Community Development

For Agenda of: June 19, 2012

Cost of Item: N/A

Interim City Manager: Andrew Hamilton

### **PRESENTED BY:**

Nancy Malone  
Community Development Manager

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### **AGENDA ITEM ATTACHMENTS:**

Proposed Ordinance

Chapter 17.15 Permitted, Administrative and Conditional Uses (strikeout)

Chapter 17.62 Signs (strikeout)

### **SUMMARY STATEMENT:**

A review of Zoning Ordinance, Title 17 of the Kelso Municipal Code determined that there currently are numerous errors and omissions in Chapter 17.15 Permitted, Administrative and Conditional Uses and Chapter 17.62 Signs that were inadvertently omitted during prior codifications.

These corrections were reviewed and recommended for approval by the Kelso Planning Commission on June 12, 2012.

### **RECOMMENDED ACTION:**

Staff recommends council make a motion approving the proposed ordinance on 1<sup>st</sup> reading amending Chapter 17.62 Signs and Chapter 17.15 Permitted, Administrative and Conditional Uses of the Kelso Municipal Code.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KELSO AMENDING THE ZONING ORDINANCE, TITLE 17 TO ELIMINATE ERRORS AND OMISSIONS IN CHAPTER 17.15 PERMITTED, ADMINISTRATIVE AND CONDITIONAL USES AND CHAPTER 17.62 SIGNS OF THE KELSO MUNICIPAL CODE, MORE PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, an assessment of Zoning Ordinance, Title 17 of the Kelso Municipal Code, determined that there currently exists numerous errors and omissions in Chapter 17.15 Permitted, Administrative and Conditional Uses and Chapter 17.62 Signs; and

WHEREAS, the assessment further determined these errors and omissions were inadvertently omitted during prior codifications; and

WHEREAS, it is proposed that Title 17 of the Kelso Municipal Code be amended by replacing Chapter 17.15 Permitted, Administrative and Conditional Uses as shown in the attached "Exhibit A", to provide a more uniform code; and

WHEREAS, it is proposed that Title 17 of the Kelso Municipal Code be amended by replacing Chapter 17.62 Signs as shown in the attached "Exhibit B", to provide a more uniform code; and

WHEREAS, the corrections were reviewed by the Kelso Planning Commission on June 12, 2012; and

WHEREAS, the Kelso Planning Commission made a recommendation for approval of the proposed corrections; now therefore

**THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN AS FOLLOWS:**

**SECTION 1:** That the City of Kelso hereby amends Chapter 17.15 Permitted, Administrative and Condition Uses and Chapter 17.62 Signs of Title 17 of the Kelso Municipal Code.

**SECTION 2:** This Ordinance shall be in full force and effect five (5) days after its passage and publication of summary as required by law.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

**ATTEST/AUTHENTICATION:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**PUBLISHED:** \_\_\_\_\_

**Chapter 17.15**  
**PERMITTED, ADMINISTRATIVE AND CONDITIONAL USES**

## Sections:

- 17.15.010 Designations.
- 17.15.015 Similar uses.
- 17.15.020 Land use table.
- 17.15.030 Footnotes.
- 17.15.040 Regulatory notes.

**17.15.010 Designations.**

A. Type I uses listed in Table 17.15 are permitted subject to review by the administrative official for compliance with Section 17.10.035 and the applicable standards of this title.

B. The Type II and Type III uses listed in Table 17.15, and all matters directly related thereto, possess characteristics that warrant review consistent with Title 18B and Section 17.10.040 to ensure:

1. Consistency with the city comprehensive plan goals, objectives, policies and development criteria;
2. The intent, character and development standards are appropriate to the zoning district within which it is to be located;
3. Compatibility with other uses; and
4. Other relevant requirements of state or county law.

C. If no symbol appears in the box at the intersection of the column and row, the land use is not allowed in that district.

D. Use classifications are listed on the vertical axis and city of Kelso zoning districts are shown on the horizontal axis.

E. If a number appears next to the review classification symbol at the intersection of the column and row, then that use is subject to special standards listed as footnotes in Section 17.15.030.

F. If a letter appears adjacent to the use classification, then that land use is subject to performance standards listed in Section 17.15.040. These standards are in addition to other applicable standards of the Kelso Municipal Code.

G. If a proposed use is to be situated on property within the jurisdictional boundaries of the Kelso critical areas ordinance/shoreline master program, it shall be subject to the permits and procedural requirements thereof in addition to all applicable standards of this title. If a conflict exists between the standards of the Kelso critical areas ordinance/shoreline master program and this title, the more restrictive provisions shall apply. (Ord. 3745 § 1 (Att. B), 2011; Ord. 3699 § 1 (Att. B), 2009)

**17.15.015 Similar uses.**

A. When a proposed use is not classified within any of the categories of Table 17.15, but appears to be similar in character and consistent with the purpose of the zoning district, the matter may be referred to the administrative official to determine whether or not the unclassified use is similar to a use currently listed as a Type I, II or III use for the zoning district.

B. Similar use requests may be initiated by written application and accompanying fee, or directly by the administrative official. Each request shall set forth the specific basis for the request and its compliance with subsection D of this section.

C. The administrative official may consult with any interested, affected or concerned agencies or persons before making a similar use determination.

D. The administrative official shall not approve a similar use determination request unless evidence is presented to demonstrate that the proposed use will comply with the purpose, intent, goals, objectives and policies of the comprehensive plan and the zoning district in which it is proposed to be located. The administrative official shall state the reasons upon which the determination is based.

E. If the administrative official finds that the proposed use is similar, he shall also establish whether the proposed use shall be processed as a Type I, II or III use according to Chapter 17.10. If a proposed use is not determined to be similar, it shall not be considered an allowable use. Similar use determinations may be appealed to the hearing examiner as provided in Chapter 17.10 and Title 18B. (Ord. 3745 § 1 (Att. B), 2011; Ord. 3699 § 1 (Att. B), 2009)

**17.15.020 Land use table.**

The following Table 17.15 indicates those uses which may be permitted through Type I, II or III review in the various zoning districts defined in this title. In addition to Table 17.15, reference to the individual zoning districts and, where indicated, the regulatory notes following Table 17.15 and definitions of Chapter 17.08 is necessary in order to determine if any specific requirements apply to the listed use.

**Table 17.15**

Table 17.15 Allowable Land Uses	Residen- tial Single- Family	Residen- tial Multifa- mily	Ope- n Spa- ce	Commerci- al—Town Center	Commerci- al—West Kelso	Neighborh- ood Service Center	Speci- alty Retail and Servic- es	Commerci- al—Major Retail	Light Manufactu- ring	General Manufactu- ring
	RSF	RMF	OP- N	CTC	CWK	CNH	CSR	CMR	ILM	IGM
<b>RESIDENTIAL</b>										
Single-family residence (A, N)	I	I <sub>1</sub>		I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>		
Duplex (N)	I <sub>2</sub>	I <sub>3</sub>		I	I					
Multiple-family dwellings, including rooming and boarding houses,		I		I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>		

triplexes, fourplexes, condominiums, apartment houses and apartment courts										
Family home services* (C)	I	I								
Group care facility, large* (D)		I								
Expansion and/or reconstruction of a residence	I	I	III							
Mobile home parks and subdivisions (B)		II								
Livestock* (T)	I <sub>16</sub>									
Accessory apartment* (V)	II									
Temporary manufactured home for aged relative (W)	II									
<b>AMUSEMENT AND RECREATION</b>										
Recreation facilities, active*	II	II	III <sub>18</sub>	I <sub>5</sub>	I	I	I	I	II	II
Recreation facilities, passive*	I	I	I							
Fitness centers/sports clubs				II <sub>5</sub>	I	III <sub>7</sub>	I	I	II	
Participant sports and recreation—indoor				III <sub>5</sub>	I	III <sub>7</sub>	I	I	II	

Participant sports and recreation—outdoor			III <sub>18</sub>		II		II	I		
Trails			I							
Wildlife and nature preserves			I							
<b>COMMUNITY SERVICES</b>										
Art galleries, noncommercial	II	II								
Auditoriums, clubhouses, meeting halls				II <sub>5</sub>	I		I	I		
Community centers and recreation facilities	II	II		I <sub>5</sub>	I	I	I	I	I	I
Educational, cultural, or governmental	II	II		I	I	III	I	I	II	I
Health care facilities*	III	III		I	I	I <sub>7</sub>	I	I		
Marinas, boardwalks, public piers				I	I		I	I		
Museums	III	III		II	II					
Assisted living home*	II	I								
Post office				I						
Religious facilities	II	II		II <sub>5</sub>	I	I <sub>7</sub>	I	II	II	I
Social and fraternal clubs and lodges		II <sub>8</sub>		II	II					
State licensed child day care center	II	II		II <sub>5</sub>	I	I	I	I	I	I

Family day care homes*	I	I		I <sub>5</sub>	I					
Child day care centers*	II	II		II <sub>6</sub>	I	I	I	I	I	I
<b>MANUFACTURING</b>										
Agriculture* Including agricultural processing									II	I
Fabrication, manufacture, assembly, processing, packaging, repair, servicing of goods									I <sub>0</sub>	I <sub>0</sub>
Any principally permitted use whose operations are predominantly out-of-doors rather than completely enclosed within a building									II	I
Aquaculture			II							
Commercial indoor storage									I	I
Commercial moving and freight terminals									II	I
Computer and electronic equipment and products									I	I
Food products									I	I
Furniture and fixtures									I	I

Junk or salvage yards										I
Laboratories for scientific research, testing and experimental development that can be performed with minimal adverse impact on, and pose no special hazard to, the environment and the community										I
Mechanical, automotive, trucking, agricultural/forestry and contractors' or builders' equipment and supplies										I
Marine-oriented commercial and industrial activities									II <sub>10</sub>	II <sub>10</sub>
Printing and publishing										I
Recycling centers						II	II			I
Sales of items manufactured on site										II
Vocational schools										I
Winery/brewery										I

Wood products									I	I
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**RETAIL TRADE AND SERVICE**

Automobile sales—new or used					I		I	I	II	
Bed and breakfast*	II	II		II <sub>1</sub>	I	I	I	I		
Cart vendors				I	II	II	II	I	I	II
Cemeteries, mausoleums and columbaria	III	III								
Convenience stores including gasoline sales and/or a car wash facility					II	II	I			
Crematorium	III	III								
Entertainment (e.g., theaters, video game arcades, etc., except adult motion picture theaters and other uses as described in Section <a href="#">17.30.040</a> , Sexually oriented business overlay) (O)				I <sub>7</sub>	I	II	I	I		
<b>Farmer's Market</b>				I <sub>12</sub>						
Formula take-out food restaurant with drive-through					I		I	I		
Formula take-out food				I <sub>7</sub>	I		I	I		

restaurant without drive-through										
Hotels, motels, Inns*				1 <sub>7</sub>	1		1	1		
Home occupation, major* (G, H)	II	II								
Home occupation, minor* (F, H)	I	I								
Kennels (X)					II		II	II	II	
Minor vessel repair shop						I	I		I	I
Mixed commercial/residential		III		1 <sub>4,7</sub>	1 <sub>4</sub>	1 <sub>4</sub>	1 <sub>4</sub>	1 <sub>4</sub>		
Mortuaries, funeral homes and funeral chapels	III	III								
Personal and professional services				1 <sub>5,7</sub>	1	1	1	1		
Professional offices (K)		III		1 <sub>5,7</sub>	1	1	1	1	II <sub>8</sub>	1 <sub>8</sub>
Restaurants				1 <sub>7</sub>	1		1	1	II <sub>11</sub>	II <sub>11</sub>
Retail sales and services with drive-through businesses* (I)					1		1	1	II	
Retail sales and services without drive-through businesses				1 <sub>7,12</sub>	1	1 <sub>7</sub>	1	1		
Retail sales and services with screened outdoor storage				II <sub>6,7</sub>	II		II	II	I	I

Roadside Stands				I <sub>12</sub>	I <sub>12</sub>	I <sub>12</sub>	I <sub>12</sub>	I <sub>12</sub>		
RV Sales, Storage and Repair									I	I
Secondhand retail stores (J)				I <sub>7,12</sub>	I	I <sub>7</sub>	I	I		
Sexually oriented business* (E)										
Small engine repair						I	I		I	
Taverns				I <sub>7</sub>	I		I	I		
Uses which service the automobile (e.g., gasoline service station, car wash, minor/major vehicle repair shops)					II	I <sub>13</sub>	I	I	I	
Veterinarian clinics* (X)						I <sub>7</sub>	II	II		
Caretaker residence (M)									I	I
Temporary uses (U)	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>
<b>TRANSPORTATION</b>										
Park and ride lots*					II	II	I	II		
Park and ride lots, shared use*	II	II							II	I
Parking as principal use				II	I		I	I	II	I

Transit facilities				I <sub>14</sub>						
<b>UTILITIES</b>										
Public and private utility buildings and structures (L)	II	II	II	II	II	II	II	II	II	II
Communication antennas, category 1 (P)	I	I	I	I	I	I	I	I	I	I
Communication antennas, category 2 (Q)	II		II	I	I	I	I	I	I	I
Communication antennas, category 3 (R)			II		II		II	II	I	I
Communication towers and monopoles (S)			II <sub>19</sub>		II <sub>10</sub>		II <sub>10</sub>	II <sub>19</sub>	II <sub>19</sub>	II <sub>19</sub>
<b>WHOLESALE TRADE – STORAGE</b>										
Self-service storage facilities; provided, that no outside storage is visible from adjoining properties and public rights-of-way							III		I	
Warehousing (wholesale, bulk retail and trade)								III		

I = Type I Permitted Use

II = Type II Administrative Use

III = Type III Conditional Use

\* = Defined Term

Letters and numbers refer to footnotes and regulatory notes within Sections [17.15.030](#) and [17.15.040](#).

(Ord. 3745 § 1 (Alt. B), 2011; Ord. 3699 § 1 (Alt. B), 2009)

**17.15.030 Footnotes.**

A. The following numbers correspond to the numbers identified at the intersection of land use and use district lines in Table 17.15:

1. Only existing residential uses are permitted. Standards applicable to the RSF-5 zoning district shall apply to such single-family dwellings.
2. Only existing duplex dwelling units are permitted.
3. Only one duplex unit allowed per legal parcel.
4. Commercial/residential mixed use developments; provided, that the residential units are located above the ground floor.
5. Not permitted on the ground floor on Pacific Avenue South between Oak and Maple Streets.
6. Social and fraternal clubs and lodges the principal activity of which is a service customarily carried on as a business are not permitted.
7. Building footprints not exceeding five thousand square feet are permitted; provided, that facilities shall screen all outdoor storage except for outdoor storage for agricultural produce sales, or landscaping retail sales. Buildings of a footprint greater than five thousand square feet, but less than ten thousand square feet, may be allowed through administrative review.
8. Use is limited to a shared use in the same structure as a permitted use.
9. Such goods or products include:
  - a. Mechanical, automotive, marine, trucking, agricultural/forestry and contractors' or builders' equipment and supplies.
  - b. Winery/brewery.
  - c. Printing and publishing.
  - d. Wood products.
  - e. Furniture and fixtures.
  - f. Computer and electronic equipment and products.
  - g. Food products.
10. Water dependent uses shall be confined to the designated shoreline areas.

11. Food service is allowed as an administrative use for the convenience of employees and clearly subordinate to the primary use of the property. In reviewing the administrative use application for a food service use, the following standards shall apply:

- a. The use is limited in size so that it functions as a service intended for the convenience of employees;
- b. The use is located in the interior of the site and is fully screened from public streets;
- c. No additional parking shall be allowed;
- d. No additional signage is authorized.

12. In the downtown design overlay district (DDO), retail use up to five-thousand-square-foot building footprint is permitted and between five-thousand-square-foot and fifteen-thousand-square-foot building footprint per building may be permitted through administrative review.

13. Use is restricted to minor auto repair services (lubrication and oil change, tune up). Any vehicles remaining on site for more than seventy-two hours shall be screened in accordance with outdoor storage development standards.

14. All public transportation stations shall be located at the city of Kelso multi-modal transportation facility.

15. Limited to no more than one sale for each quarter of the year and no sales event shall last more than two consecutive days.

16. Allowed in the RSF-15 zone only.

17. Requires a temporary use permit.

18. Active recreation facilities shall only be considered for location in designated city parks as listed in the adopted park plan.

19. Height up to a maximum of seventy-five feet, depending on coverage objectives. (Ord. 3745 § 1 (Alt. B), 2011; Ord. 3699 § 1 (Alt. B), 2009)

# EXHIBIT B

## Chapter 17.62 SIGNS\*

### Sections:

- 17.62.010 General.
- 17.62.020 Purpose.
- 17.62.030 Scope.
- 17.62.040 Permitted signs by type and zoning district.
- 17.62.050 Dimensional standards and number allowed.
- 17.62.070 Special sign districts.
- 17.62.080 Submittal requirements.
- 17.62.090 Sign permit fees.
- 17.62.100 Abandoned signs.
- 17.62.110 Temporary signs.
- 17.62.120 Maintenance of existing nonconforming signs.

\*Prior legislation: Ords. 3431, 3513, 3525 and 3567.

### **17.62.010 General.**

Signs and other graphics are an essential element of any community. Their location, number, size and design influence a community's visual environment and have an effect upon a viewer's perception of our community.

Properly regulated signs and other graphics will effectively convey their message, be appropriate to their surroundings, and shall contribute to the creation of an attractive community.

No sign, including a copy change, or temporary sign, unless exempted by this chapter, shall be constructed, displayed or altered without a sign permit approved by the city. The director of community development or his/her designee shall review all sign permit applications unless otherwise provided. (Ord. 3699 § 1 (All. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996)

### **17.62.020 Purpose.**

The purposes of the standards in this chapter are:

- A. To promote signs that are complementary to buildings and to the uses to which they relate.
- B. To encourage the promotion of the community's appearance by regulating the design location, type, scale, illumination, and maintenance of signs.
- C. To allow businesses to identify their premises and advertise their products.
- D. To protect the public health, safety and welfare of the community.
- E. To review the use of signs that provide direction and aid orientation for businesses and activities.

F. To encourage the effective use of signs for communication in the city.

G. To establish a permit system that allows a variety of types of signs in commercial and industrial districts and a limited variety of signs in other districts, subject to the standards and the permit procedures of this chapter.

H. To prohibit all signs not expressly allowed by this chapter. (Ord. 3699 § 1 (Alt. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996)

**17.02.030 Scope.**

A. **Scope and Exclusions.** This chapter applies to all signs that are visible from the public right-of-way built or altered after the effective date of the ordinance codified in this chapter. It is not intended for this chapter to regulate the following:

1. Directional signs and signs displaying a public notice or warning service message from an applicable federal, state, or local governmental agency;
2. Product dispensers;
3. National flags, or flags of political subdivisions;
4. Holiday lights, banners, decorations with no commercial message, built on private property or in the public right-of-way;
5. Gravestones;
6. Historical site plaques and signs integral to a historic building;
7. Any signage within the public right-of-way, except projecting signs, whose standards are established and regulated by the Kelso Engineering Design Manual (KEDM);
8. Murals on commercial structures that do not include a commercial message;
9. Traffic control signs on private property which meet Department of Transportation standards that contain no commercial message of any sort. (Ord. 3699 § 1 (Alt. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996)

**17.02.040 Permitted signs by type and zoning district.**

Table 17.02.040 establishes the type and whether the type of sign is permitted, permitted with conditions, not permitted or exempted by land use district.

A. If no symbol appears in the box at the intersection of the column and row, the sign type is not allowed in that district.

B. If the "P" symbol appears in the box at the intersection of the column and row, the sign type is allowed in the district subject to the general requirements established for that sign.

C. If a number appears adjacent to the sign type in the vertical axis the sign type is subject to special standards listed following Table 17.62.040. These standards are in addition to other applicable standards of the Kelso Municipal Code.

Table 17.62.040

Sign Type	Zoning District								
	RSF	RMF	CTC	CWK	CNH	CSR	CMR	ILM	IGM
Billboards								P	P
Off-premises signs			P	P	P	P	P	P	P
Freestanding signs	P <sub>1</sub>	P <sub>2</sub>	P <sub>6</sub>	P	P	P	P		
Freeway signs						P <sub>7</sub>	P <sub>7</sub>	P <sub>7</sub>	P <sub>7</sub>
Fascia signs	P <sub>1</sub>	P <sub>2</sub>	P	P	P	P	P		
Projecting signs			P	P	P	P	P		
Rooftop signs									
For sale/lease/rent signs	P	P	P	P	P	P	P		
Rotating signs									
Flashing signs									
Message board			P <sub>4</sub>						
Directional signs		P	P	P	P	P	P	P	P
Business complex			P	P	P	P	P	P	P
Electric signs		P <sub>3</sub>	P <sub>5</sub>						
Political signs	P	P	P	P	P	P	P	P	P
Sandwich board signs			P	P	P	P	P		
Temporary signs	P	P	P	P	P	P	P	P	P
Special service signs			P	P	P	P	P	P	P

1. Permitted only for the following uses: Schools, churches and city government uses.

2. Permitted only for the following uses: Schools, churches, city government buildings, and apartment complexes.

3. No neon may be used as a light source. For Internally illuminated signs, have an opaque background and the illuminated portion of the sign face must not exceed forty percent of the sign area. The light source will be no further away from the sign than the height of the sign.

4. Must include time and temperature.

5. Internally illuminated signs shall have an opaque background and the illuminated portion of the sign face must not exceed forty percent of the sign area. The light source will be no further away from the sign than the height of the sign.

6. Not allowed within the downtown design guidelines overlay zone.

7. Within a one-thousand-foot radius of the Interstate entry/exit point.

(Ord. 3699 § 1 (Att. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996)

**17.62.050 Dimensional standards and number allowed.**

A. All signs shall comply with the standards specified in the tables and the written standards and regulations contained within this section.

B. Size of signs shall be measured based upon the area of the sign devoted to advertising copy or electronic message boards. Size indicated is for one side of two sided sign.

C. Where a numerical height limit is imposed by this section, height shall be measured from finished grade of the nearest public street to the top of the sign face or sign face enclosure.

Table 17.62.050(A)  
RSF-5, -10 and -15 Districts

Sign Type	Size	Height	Number	Other
Freestanding	32 sf <i>per side</i>	8'	1 per frontage	Note 1
Fascia	32 sf	Parapet/ave line	1 per frontage	Note 1
For Sale	6 sf	Parapet/ave line	1 per frontage	
Political	32 sf	Parapet/ave line	Unlimited	

1. Only one freestanding or fascia sign is allowed per street frontage.

Table 17.62.050(B)  
RMF District

Sign Type	Size	Height	Number	Other
Freestanding	12 sf— apartments 32 sf <u>per side</u> — schools, churches or city govt. facilities	8'	1 per frontage	Note 1
Fascla	32 sf	Parapet or eave line	1 per frontage	Note 1
For Sale	32 sf	Parapet or eave line	1 per frontage	
Directional	4 sf		1 per frontage	
Political	32 sf	Parapet or eave line	Unlimited	

1. Only one freestanding or fascla sign is allowed per street frontage.

Table 17.62.050(C)  
Commercial Districts

Sign Type	Max. Size	Height	Number	Other
Off-Premises	32 sf <u>per side</u>		1 per business	
Freestanding	.75 sf per lineal foot of street frontage	CNH Note CWK 7 CMR CSR CTC	1 per street frontage	Note 1, 4 and 6
Fascla	32 sf <u>min</u> <u>250 max</u>	Parapet or eave line	<del>2 per business per side</del>	Note 2 and 4
Projecting	15% of bldg elevation sf	Parapet or eave line	1 per business per elevation	Note <u>2,3</u> and 4
For Sale	32 sf	Parapet or eave line	1 per street frontage	
Directional	6 sf		1 per street frontage	
Business Complex	.85 sf per lineal foot of street frontage	CNH CWK CMR	30' 1 per street frontage	Note <u>4 and 5</u>

Deleted: 1

		CSR		
Political	32 sf <u>per side</u>	Parapet or eave line	Unlimited	
Freeway Signs	125 sf per face	Min 35' Max 100'	1	Note 8

1. May not encroach into public right-of-way.
2. Total of fascia and projecting signs shall not exceed fifteen percent of building elevation sf.
3. May encroach into public right-of-way up to three feet if vertical clearance of eight feet to ten feet is maintained, up to four feet if vertical clearance of ten to twelve feet is maintained and up to six feet if at least twelve feet of vertical clearance is maintained.
4. On any street frontage the following sign combination is allowed:
  - a. Fascia and freestanding; or
  - b. Fascia and projecting; or
  - c. Freestanding.
5. Business complex signs are required for any business in a business complex wanting a freestanding sign.
6. Freestanding signs are not allowed within the downtown design guidelines overlay zone.
7. Maximum height is ten feet plus the distance of the sign base from the edge of the right-of-way, but no higher than twenty feet.
8. The minimum and maximum height includes all message areas attributable to the business.

Table 17.62.050(D)  
Industrial Districts

Sign Type	Size	Height	Number	Other
Billboards	300 sf	35 feet	1 per 500 lineal feet	
Off-Premises	32 sf <u>per side</u>		1 per business	
Freestanding	175 sf	Per zone height restrictions	1 per business per street frontage	Note 1 Note 2
Fascia	10% of building elevation sf to a	Parapet or eave line	1 per business per	Note 1

	maximum of 350 sf		street frontage	Note 3
Projecting	10% of building elevation sf to a maximum of 350 sf	Parapet or eave line	1 per business per street frontage	Note 1 Note 3
For Sale	32 sf	Parapet or eave line	1 per street frontage	
Directional	10 sf <u>per side</u>		1 per frontage	
Business Complex	1.5 sf per lineal feet of street frontage	Per IBC	1 per frontage	Note <u>1 and 2</u>
Political	32 sf <u>per side</u>	Parapet or eave line	Unlimited	
Freeway	125 sf per face	Min 35' Max 100'	1	Note 4

1. On any street frontage the following sign combination is allowed:

- a. Fascia and freestanding; or
- b. Fascia and projecting; or
- c. Freestanding.

2. Business complex signs are required for any business in a business complex wanting a freestanding sign.

3. Total of fascia and projecting signs shall not exceed fifteen percent of building elevation sf.

4. The minimum and maximum height includes all message areas attributable to the business.

(Ord. 3699 § 1 (Alt. B), 2009; Ord. 3455 §§ 7, 8, 2000; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996)

#### 17.62.070 Special sign districts.

Persons occupying seventy percent or more of the lineal frontage of properties on both sides of a street in any area may petition the city council for the formation of a special sign district for the purpose of creating or maintaining an area with a particular ethnic atmosphere, to simulate a historic period, theater or entertainment area, or other similar purpose. A group of property owners or persons entitled to possession will be chosen by such property owners to comprise an advisory body of the sign district. This body will draw up the criteria for signs in the district and submit such criteria. The establishment of special sign districts shall be conducted as a Type IV process pursuant to Title 18B. (Ord. 3699 § 1 (Alt. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996)

#### 17.62.080 Submittal requirements.

All sign permit applications shall be reviewed as Type I applications pursuant to Title 18B. Applications for sign permits shall contain the information required for Type I applications and the following additional information:

A. Two plot plans showing locations of proposed sign(s), and lineal feet of street frontage.

B. Two plans of the proposed sign with sign style, size, method of construction and materials used along with a scaled design. For projecting or fascia signs a scaled drawing of the building elevation shall be included.

C. Type of sign, whether illuminated or nonilluminated. (Ord. 3699 § 1 (Alt. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996. Formerly 17.62.090)

**17.62.090 Sign permit fees.**

A. All sign permit applications shall be accompanied by a fee as established by the city council. Permit fees shall be paid as defined by resolution of the Kelso city council.

B. Political Signs. A deposit of fifty dollars shall be submitted to the city of Kelso to guarantee the signs will be removed. The person making the deposit shall designate the signs by name of candidate or proposition listed on such signs. Deposit without interest will be refunded to the person presenting the deposit receipt to the city clerk if all signs are removed within ten days after the election, which removal shall be verified by the community development department or Kelso police department. If political signs are not removed within ten days after the election, the deposit is forfeited by the applicant. (Ord. 3699 § 1 (Alt. B), 2009; Ord. 3598 § 1, 2006; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996. Formerly 17.62.100)

**17.62.100 Abandoned signs.**

A. Any abandoned or illegal sign, any sign that exists after a business closes that advertised the closed business, any graffiti placed on a sign, building, parking lot or landscaped area, or any temporary sign that exists after its expiration time is hereby declared to be a danger to the health, safety, and welfare of the citizens of Kelso. Any sign that is partially or wholly obscured by the growth of vegetation or weeds or by the presence of debris or litter also presents a danger to the health, safety and welfare of the citizens.

B. Any such signs as set forth in subsection A of this section are hereby deemed to be a public nuisance. Any such sign shall be removed by the property owner within ten days after notice from the director of community development or his/her designee. Any sign not removed following such notice, may summarily be abated by the director of community development or his/her designee in accordance with Chapter [8.24](#).

C. Legal, conforming structural supports for abandoned signs may remain, if installed with a blank sign face and supporting structures are maintained. (Ord. 3699 § 1 (Alt. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996. Formerly 17.62.110)

**17.62.110 Temporary signs.**

The following temporary signs are permitted subject to the approval of a permit as specified:

A. Political signs shall include those about nonpartisan elections, bond measures, initiatives, and similar matters and to the customary partisan politics. Political signs do not include permanent outdoor advertising structures or billboards, which are regulated by the other sections of this chapter, despite whether political advertising is carried on such outdoor advertising structures or billboards. Political signs shall be removed within ten days after the date of an election.

B. Subdivision signs shall include those about the advertising of residential lots that identify the developer, architect, engineer, real estate company and a lot design. Maximum copy area is thirty-two square feet for one side, sixty-four square feet for two sides. Subdivision signs shall be removed within thirty-six months after the recording of the final plat.

C. Banners, streamers, strings of pennants, fabric signs, strings of lights, clusters of flags, wind-activated objects, balloons, search lights, temporary signs on vehicles and other similar devices of a carnival nature, or a group of temporary portable signs when displayed on private property for nonresidential uses: rigid material signs cannot exceed twenty square feet in area; fabric signs, wind-activated objects, balloons and temporary signs on vehicles cannot exceed fifty square feet in area. These types of signs shall be removed within thirty days of being permitted.

D. Paper or nylon window signs cannot exceed fifty percent of the window area and must be removed within thirty days after being permitted.

E. In the central business district, temporary portable sandwich board signs may be placed in the public right-of-way (sidewalk) under the following conditions:

1. Sandwich board signs, including the assembly, shall not exceed twelve square feet in total area;
2. Such signs shall not be utilized and/or displayed for longer than twelve hours at a time. This shall generally be interpreted to mean daylight hours;
3. Such signs shall be utilized exclusively for downtown businesses or events;
4. Such signs shall not be placed so as to obstruct pedestrian traffic. A minimum of forty-four inches of travel area must be maintained at all times, per the Americans with Disabilities Act requirements;
5. Such signs shall be professionally designed and constructed;
6. A sign permit is required and final design shall be approved by the community development department. (Ord. 3699 § 1 (Alt. B), 2009; Ord. 3476 § 1, 2001; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996. Formerly 17.62.120)

#### **17.62.120 Maintenance of existing nonconforming signs.**

Except as restricted in specific zoning districts, existing nonconforming signs may be maintained, altered or structurally revised if:

- A. The sign was lawfully erected;
- B. Structural revisions or alterations will not increase the sign's nonconformity with the provisions of this chapter;
- C. Such alteration or relocation is required because of government action;
- D. The sign is not changed to another nonconforming sign;
- E. The sign is not reestablished after discontinuance for ninety days or more; and
- F. The sign is in full compliance with all other ordinances of the city. (Ord. 3699 § 1 (Att. B), 2009; Ord. 3356 § 1, 1997; Ord. 3316 § 2, 1996. Formerly 17.62.130)

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## AGENDA SUMMARY SHEET

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AGENDA ITEM: An ordinance  
authorizing an interfund loan from the  
Water/Sewer Fund to the Arterial Street  
Fund for the purpose of providing  
working capital for the acquisition of  
right-of-way for the West Main project.  
2nd reading.

SUBMITTED BY: Brian Butterfield

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AGENDA ITEM # \_\_\_\_\_

FOR AGENDA OF: 6/19/2012

ORIGINATING DEPT: Finance

DATE SUBMITTED: 6/13/2012

COST OF ITEM: N/A

AMT. BUDGETED N/A

CITY ATTY. APPROVAL \_\_\_\_\_

CITY MGR. APPROVAL \_\_\_\_\_

### AGENDA ITEM PAPERWORK:

#### SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The right-of-way acquisition phase of the West Main project may require substantial monies up front to purchase the affected properties. However, at this time, the Arterial Street Fund has insufficient funds available to cover the acquisition costs. This temporary loan will provide sufficient funds for such costs. Ultimately, all right-of-way expenditures will be reimbursed to the City from grants.

Staff recommends adopting the ordinance on first reading.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KELSO AUTHORIZING THE TRANSFER OF FUNDS FROM THE WATER/SEWER FUND TO THE ARTERIAL STREET FUND AND PROVIDING FOR THE REPAYMENT OF SUCH LOAN**

WHEREAS, the City finds that certain monies need to be expended from said Arterial Street Fund to cover "Right-of-Way" acquisition expenditures for 2012; and

WHEREAS, the City has been approved for grant funding for these "Right-of-Way" acquisition expenditures and said funds are only available on a reimbursement basis; and

WHEREAS, the City desires to transfer monies from the Water/Sewer Fund to the Arterial Street Fund to cover said expenditures with the intent of repaying the Water/Sewer Fund when said grant funds are received;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN AS FOLLOWS:

**SECTION 1** That the City is authorized to transfer the sum of not more than \$1,500,000 from the Water/Sewer Fund to the Arterial Street Fund to cover expenditures for 2012.

**SECTION 2** That the City agrees to repay the Water/Sewer Fund in full from monies the City will receive from Grant Funds dedicated for Arterial Street Projects. Interest shall be charged on said loan at the rate set by the Local Government Investment Pool (LGIP).

**SECTION 3** This Ordinance shall be in full force and effect 5 days after its passage and publication of summary as required by law.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this 19<sup>th</sup> day of June, 2012.

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

PUBLISHED:

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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**SUBJECT TITLE:**

Sewage Pre-Treatment Ordinance 2<sup>nd</sup> Reading

Agenda Item: \_\_\_\_\_

Dept. of Origin: Public Works

For Agenda of: June 19, 2012

Cost of Item: \_\_\_\_\_

**PRESENTED BY:**

David M. Sypher, P.E.  
Public Works Director

Interim City Manager: Andrew Hamilton

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**AGENDA ITEM ATTACHMENTS:**

Pretreatment Ordinance  
TRRWA Discharge Pretreatment Policy  
TRRWA Pretreatment Permit Application Form  
TRRWA Pretreatment Survey Form  
TRRWA Resolution 12-134 High Strength Fees  
TRRWA Resolution 12-135 Pretreatment Permit Fees

**SUMMARY STATEMENT:**

Staff presented the following information to council at their March 6<sup>th</sup> 2012 meeting. The attached Ordinance is for second reading and will continue the adoption process. Additional side Sewer changes are also provided for within this ordinance updating maintenance responsibilities.

On April 6, 2007, the Department of Ecology (DOE) issued a new National Pollutant Discharge Elimination System permit (NPDES Permit No. WA0037788) to the Three Rivers Regional Wastewater Authority (TRRWA) for its regional sewer treatment plant. Unlike previous permits, and to bring our community into compliance with Clean Water Act regulations, the permit contained a number of new requirements placed on the owners of the collection systems tributary to the TRRWA plant, e.g. City of Longview, City of Kelso, Cowlitz County, and Beacon Hill Water & Sewer District.

The new NPDES permit requirements placed on the TRRWA members were phased in over the 5-year duration of the permit, and include:

- a) Notify DOE of new or altered discharges to the collection system that: would interfere with the operation of the collection system or treatment plant; is not part of an approved General Sewer Plan; or would be subject to categorical pretreatment standards regulated by DOE permit.
- b) Perform an infiltration and inflow study annually.
- c) Conduct an industrial user survey each permit period to identify significant users or potentially significant users that might be subject to categorical pretreatment standards regulated by DOE permit.
- d) Update the industrial user survey information annually.

- e) Perform leak testing of all pressure pipelines each permit period.
- f) Prepare and submit to DOE an operations and maintenance manual.
- g) Adopt a pretreatment ordinance and local discharge limits.

The NPDES permit required the TRRWA to conduct a sampling program and propose local limits for specific pollutants identified in the report. The NPDES permit also required the TRRWA to conduct an outfall study of its effluent and receiving waters at its point of discharge. To comply with these requirements, the TRRWA retained Cosmopolitan Engineering to conduct the study.

Based on the results of the sampling and outfall study, and using calculation formulae provided by DOE, proposed local limits were submitted to DOE in April 2010 for review and approval. On June 27, 2011, DOE approved the proposed local limits submitted by the TRRWA. In accordance with the TRRWA's NPDES permit, each TRRWA member must adopt the local limits within one year of receiving them from the TRRWA. Using the DOE approval date, a pretreatment ordinance and local limits must be adopted by June 27, 2012. The permit language specifically reads as follows:

F. Establishment of Local Limits (applies to each jurisdiction)

**Each jurisdiction** shall codify a pretreatment ordinance within one calendar year of being provided recommended limits by the Three Rivers Regional Wastewater Plant. The ordinance shall reinforce pretreatment standards and requirements including: prohibited discharge standards, requirements to obtain a permit, the recommended local limits, and requirements to complete periodic surveys. The Ordinance shall also provide remedies for non-compliance with these provisions. The Cowlitz County ordinance shall be written to be applicable to all sources of wastewater tributary to the Three Rivers Regional Wastewater Plant outside of Longview and Kelso. The Beacon Hill Sewer District shall comply to the extent the authorities granted to sewer districts in these regards allows. Upon request, the Department will provide a format for a pretreatment ordinance into which local limits may be inserted.

After a number of reviews and iterations, the TRRWA has prepared a draft policy to adopt the local limits. This policy, based initially on the pretreatment policy adopted by the LOTT Alliance regional wastewater treatment organization (Lacey, Olympia, Tumwater, Thurston County), is generally in a format suitable for adoption either by reference or by conversion to each agency's ordinance format.

Sewer Pretreatment Ordinance

The sewer pretreatment ordinance requires that all commercial and industrial dischargers be evaluated to determine if the constituents in their discharge must be regulated to meet the established local discharge limits, or to prevent harm to the collection system or treatment plant. Permits will then be required for dischargers who must be regulated. Permits would be issued for a 5-year period and may contain requirements for periodic inspections and/or sampling. The TRRWA policy envisions implementation of the policy and jurisdiction ordinances would be accomplished jointly by TRRWA and member entity staff. To ensure other sewer customers are not subsidizing the cost of the pretreatment program, annual permit fees ranging from \$225 to \$490 dollars are proposed.

Major aspects of the ordinance are as follows (POTW means publicly owned treatment works, and includes the treatment plant and collection system pumps and piping):

1. The purpose of the ordinance is:
  - a. To protect the POTW from potential harm by establishing clear standards and requirements for pretreatment of non-domestic waste. Harm to be prevented includes: interfering with the operations or maintenance of, reducing the expected life of, or otherwise harming, the collection system; causing pollutants to pass through the POTW without adequate treatment, or otherwise harming the receiving environment; or causing the POTW to respond to a discharge based on a real or perceived threat.
  - b. To protect POTW staff and/or collection systems staff who may be affected by wastewater and sludge in the course of their employment, and to protect the general public;
  - c. To promote reuse and recycling of industrial wastewater by Industrial Users;
  - d. To protect high-quality POTW end products for beneficial use, such as reclaimed water and biosolids;
  - e. To provide for user fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and
  - f. To enable the Three Rivers Regional Wastewater Authority to comply with its National Pollutant Discharge Elimination System Permit, sludge use and disposal requirements, and any other federal, state, or local laws to which the POTW is subject.
  
2. Prohibits certain discharges such as flammable, explosive, high or low pH, toxic, and other types of discharges, with some exceptions subject to prior approval. Prohibits discharges of grease, fats, and oils at concentrations greater than 100 mg/l.
  
3. Establishes the following specific limits; other pollutants not identified may be regulated if they could harm the POTW.

ANALYTE	DAILY MAXIMUM CONCENTRATION LIMIT	INSTANTANEOUS CONCENTRATION LIMIT
Antimony	6.8 mg/L	6.8 mg/L
Arsenic	0.9 mg/L	0.9 mg/L
Cadmium	0.3 mg/L	0.3 mg/L
Chromium +6	4.5 mg/L	4.5 mg/L
Cr +3	5.0 mg/L	5.0 mg/L
Copper	3.5 mg/L	3.5 mg/L
Cyanide (total)	2.2 mg/L	2.2 mg/L
Lead	0.8 mg/L	0.8 mg/L
Mercury	0.02 mg/L	0.02 mg/L
Molybdenum	3.4 mg/L	3.4 mg/L
Nickel	5.0 mg/L	5.0 mg/L
Selenium	1.0 mg/L	1.0 mg/L
Silver	0.1 mg/L	0.1 mg/L
Thallium	0.2 mg/L	0.2 mg/L
Zinc	4.6 mg/L	4.6 mg/L

Fats, oils, & greases of animal or vegetable origin	100 mg/L	100 mg/L
Hydrocarbon-based oils & greases	100 mg/L	100 mg/L
Minimum pH	6.0 standard units	6.0 standard units
Maximum pH	9.0 standard units	9.0 standard units

ANALYTE	CONCENTRATION LIMITS FOR EXCESS STRENGTH CHARGES
Biochemical Oxygen Demand (BOD <sub>5</sub> )	350 mg/L
Total Suspended Solids (TSS)	350 mg/L
Total Ammonia, as ammonia (NH <sub>3</sub> ) and ammonium ion (NH <sub>4</sub> <sup>+</sup> )	44 mg/L

Note: Current BOD and TSS limits are 250 mg/L for each.

4. Addresses emergency or accidental discharges.
5. Limits hauled wastewater to discharging at designated locations.
6. Requires commercial and industrial users to complete a user survey when requested by the member entity. Users meeting the criteria of a significant industrial user, potentially significant industrial user, or a potentially significant commercial user will be required to obtain a TRRWA discharge permit. Other users not meeting those three specific criteria may also be required to obtain a discharge permit if their discharge may harm the POTW.
7. Permits may require discharge limits, sampling, inspections, best management practices, and/or installation and operation of treatment processes.
8. Permits may be appealed to the TRRWA board, member entity board or council, or to Superior Court.
9. Permits may be modified for good cause after issuance, and may be transferred to new owners or operators.
10. Permits may be revoked for certain violations.
11. Permits will require reporting of:
  - a. Compliance progress
  - b. Changed conditions
  - c. Potential discharge problems
  - d. Violations of the permit
  - e. Discharges of hazardous waste
  - f. Sampling results
12. The ordinance provides the right of TRRWA or member entity staff to enter premises to determine compliance with the ordinance.

13. The ordinance provides for enforcement through notices of violation, compliance agreements and orders, cease and desist orders, administrative fines, emergency suspensions of the user's discharge, and termination of the user's discharge. Users may request a hearing with the TRRWA board or member entity to contest an enforcement action. Administrative fines may include pass-through of any fines incurred by the TRRWA for violations of its NPDES permit caused by the user's violation, and may include cost recovery for labor, equipment, and material used to respond to the impacts of a user's discharge.
14. The TRRWA or member entity may seek injunctive relief from the Superior Court to enforce the ordinance.
15. Performance bonds may be required of some users to ensure compliance with their permit.
16. A user may bypass pretreatment processes under certain unique and non-continuous circumstances, with notification to the TRRWA and member entity.
17. The TRRWA is raising the high strength fee thresholds for BOD and TSS. The current maximum concentration allowed is 250 mg/L for each, and the new limit is 350 mg/l for each. Discharge concentrations above these limits will incur high strength fees and may result in additional enforcement actions depending on the duration and severity of the violations.
18. The ordinance provides for high strength fees and TRWWA discharge permit fees to be set by resolution.

In addition to the draft policy/ordinance, the TRRWA has also prepared: a draft resolution to increase the allowable biochemical oxygen demand (BOD) and total suspended solids (TSS) limits before high strength fees are charged; a draft resolution to charge a permit fee for local discharge permits; a draft discharge permit survey form; and a draft discharge permit application. These documents are provided for your review along with the draft policy/ordinance.

**FINANCIAL SUMMARY:**

The costs to implement this program to the public are as listed in the attached fee resolution. The costs are intended to simply represent a cost neutral pass through to the city.

**RECOMMENDED ACTION:**

Staff recommends that a motion be made to adopt by ordinance the second reading of the attached pretreatment policy and Kelso sewer code changes.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KELSO, ADOPTING THE THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE AND INDUSTRIAL PRETREATMENT POLICY AND AMENDING ORDINANCE 3678 AND CHAPTER 13.08 OF THE KELSO MUNICIPAL CODE BY THE ADDITION OF NEW SECTIONS TO SAID CHAPTER TO BE DESIGNATED AS SECTIONS 13.08.155 AND 13.08.315 AND SHALL REPEAL SECTIONS 13.08.150, 13.08.310, 13.08.320, 13.08.330 AND 13.08.340.**

WHEREAS, the City of Kelso is a member of the THREE RIVERS REGIONAL WASTEWATER AUTHORITY (TRRWA), and the TRRWA created and adopted the TRRWA Discharge and Industrial Pretreatment Policy, as required by the Washington State Department of Ecology; and

WHEREAS, THE PROVISIONS OF SAID Discharge and Industrial Pretreatment Policy, provide that each member thereof shall adopt and enforce said Policy within its jurisdiction; and

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

**SECTION 1:** That Chapter 13.08 of the Kelso Municipal Code shall be, and is hereby, amended by the addition of a new section thereto to be designated as section 13.08.315, reading as follows:

13.08.315. TRRWA Discharge and Industrial Pretreatment Regulations -- Adopted by Reference.

That certain document titled "THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE AND INDUSTRIAL PRETREATMENT POLICY" the effective date of which is \_\_\_\_\_, is hereby adopted as the official rules and regulations of the City of Kelso setting forth industrial pretreatment requirements and regulations for discharges into the city's wastewater system.

**SECTION 2:** That Chapter 13.08 of the Kelso Municipal Code shall be, and is hereby, amended by the addition of a new section thereto to be designated as section 13.08.155, reading as follows:

**13.08.155. Side sewer—Responsibility for costs.**

A. All costs and expenses incident to the installation, connection, operation, maintenance, and repair of the entire side sewer shall be borne by the owner of the premises served by the side sewer. The owner of the premises shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation or repair of the side sewer. When the city has occasion to maintain or repair a side sewer in order to protect the public sewer, preserve general public health and safety or because of damage directly or indirectly caused by the owner of the premises served by a side sewer or caused by an act or omission of said owner, the cost for such maintenance shall be charged to said owner. Any costs so charged and not paid within thirty days within the date of billing thereof shall constitute a lien against the property served by the side sewer.

B. Whenever upon inspection the building side sewer is found to be defective, notice shall be given to the property owner. Such notice shall be personally served upon the individual or alternatively served by mail at the premises or the place where property tax assessments are mailed. Notice shall also be served upon any tenant of the building if occupied by a person other than the owner. Upon such notice, it shall be the property owner's obligation to replace or repair the defective side sewer within sixty days of such notice. For the purposes of this section, a "defective side sewer" is defined to mean a side sewer that fails to pass the testing procedures for sanitary sewers as set forth in Section [13.08.100](#). There shall be a presumption that any side sewer in service for more than twenty years is defective and should be replaced. In the event the city directs the property owner to repair or replace the side sewer based on this presumption, the owner may elect to require the city to perform further tests to verify the defective condition. Where such further tests establish the defective condition, the city shall bill the property owner for the cost of such tests as an additional sewer utility assessment. Should the testing show the side sewer not to be defective, the city shall bear the cost of the testing. Any such defective side sewer not repaired or replaced within sixty days from notice thereof shall be disconnected from the city's public sewer; provided, however, five days' advance notice shall be given of any such disconnection.

C. In the event a side sewer poses a public health and safety concern, the time allowed for repair or replacement shall be less than five working days.

**SECTION 3:** That Chapter 13.08 of the Kelso Municipal Code shall be, and is hereby amended by the repeal of the following sections:

Section 13.08.150 is hereby repealed in its entirety;

Section 13.08.310 is hereby repealed in its entirety;

Section 13.08.320 is hereby repealed in its entirety;  
Section 13.08.330 is hereby repealed in its entirety;  
Section 13.08.240 is hereby repealed in its entirety.

**SECTION 4: Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**SECTION 5: Effective Date.** This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City Council and SIGNED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# THREE RIVERS REGIONAL WASTEWATER AUTHORITY

Serving & Operated By:  
Beacon Hill Water & Sewer District  
City of Kelso  
City of Longview  
Cowlitz County

## THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE PRETREATMENT POLICY

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## **THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE PRETREATMENT POLICY**

**APPLICABILITY OF POLICY TO ALL MEMBER ENTITIES, AND ALL MEMBER ENTITY SEWER SYSTEMS AND FACILITIES, AND TO ALL USERS AND MEMBER CUSTOMERS.**

**THIS DISCHARGE PRETREATMENT POLICY IS INTENDED AND HEREBY DECLARED TO BE APPLICABLE TO ALL USERS DISCHARGING TO THE PUBLICLY OWNED TREATMENT WORKS AND SANITARY SEWER SYSTEMS OF THE THREE RIVERS REGIONAL WASTEWATER AUTHORITY AND ANY MEMBER ENTITY OF THE THREE RIVERS REGIONAL WASTEWATER AUTHORITY (TRRWA), AND SHALL BE ENFORCED AND ADMINISTERED BY THE PLANT SUPERINTENDENT AND DESIGNATED EMPLOYEES OF THE TRRWA. IT IS FURTHER INTENDED THAT THIS DISCHARGE PRETREATMENT POLICY BE ADOPTED BY REFERENCE INTO THE RULES, REGULATIONS, ORDINANCES, RESOLUTIONS OR OTHER APPLICABLE AND APPROPRIATE PROVISIONS OF EACH MEMBER ENTITY OF THE TRRWA, AND EACH MEMBER ENTITY SHALL ASSIST THE PLANT SUPERINTENDENT TO IMPLEMENT THIS POLICY.**

### **SECTION 1 – GENERAL PROVISIONS**

#### **1.1 Purpose and Policy**

This Policy sets forth uniform requirements for use of the Three Rivers Regional Wastewater Authority Publicly Owned Treatment Works (POTW) and enables the Three Rivers Regional Wastewater Authority to comply with all applicable state and federal wastewater treatment laws, including the Clean Water Act (33 United States Code, Section 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this Policy are:

- A. To protect the POTW from potential harm by establishing clear standards and requirements for pretreatment of non-domestic waste. Harm to be prevented includes: interfering with the operations or maintenance of, reducing the expected life of, or otherwise harming, the collection system; causing pollutants to pass through the POTW without adequate treatment, or otherwise harming the receiving environment; or causing the POTW to respond to a discharge based on a real or perceived threat;
  
- B. To protect POTW staff and/or collection systems staff who may be affected by wastewater and sludge in the course of their employment, and to protect the general public;

- C. To promote reuse and recycling of industrial wastewater by Industrial Users;
- D. To protect high-quality POTW end products for beneficial use, such as reclaimed water and biosolids;
- E. To provide for user fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and
- F. To enable the Three Rivers Regional Wastewater Authority to comply with its National Pollutant Discharge Elimination System Permit, sludge use and disposal requirements, and any other federal, state, or local laws to which the POTW is subject.

This Policy shall apply to all Users of the POTW. The Policy authorizes the issuance of Wastewater Discharge Permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

It is the intent of the TRRWA that this policy be adopted by reference or otherwise fully incorporated into the laws and regulations applicable to the City of Longview, City of Kelso, and Cowlitz County, and in policy resolution form by the Beacon Hill Water & Sewer District.

## **1.2 Administration**

Except as otherwise provided herein, the Three Rivers Regional Wastewater Authority Plant Superintendent shall administer and implement the provisions of this Policy, and shall conduct other activities as set forth in Section 5 of the "Revised and Restated Interlocal Agreement by the THREE RIVERS REGIONAL WASTEWATER AUTHORITY between and among the City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County, for Wastewater Treatment & Disposal, dated December 15, 2005." Any powers granted to or duties imposed upon the Plant Superintendent may be delegated by the Plant Superintendent to personnel under the Plant Superintendent's direction.

## **1.3 Abbreviations**

The following abbreviations, when used in this Policy, shall have the designated meanings:

AKART	All Known Available Reasonable Treatment
BOD	Biochemical Oxygen Demand
BMP	Best Management Practice
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
CU	Commercial User

DU	Domestic User (Residential User)
gpd	Gallons per day
IU	Industrial User
MCU	Minor Commercial User
MIU	Minor Industrial User
mg/L	Milligrams per liter aka parts per million
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly Owned Treatment Works
PSIU	Potential Significant Industrial User
PSCU	Potential Significant Commercial User
RCRA	Resource Conservation and Recovery Act
SCU	Significant Commercial User
SIU	Significant Industrial User
TRRWA	Three Rivers Regional Wastewater Authority
TRRWP	Three Rivers Regional Wastewater Plant
TSS	Total Suspended Solids
ug/l	Micrograms per liter aka parts per billion
U.S.C.	United States Code
USEPA	U.S. Environmental Protection Agency

#### 1.4 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Policy, shall have the meanings hereinafter designated.

Act or "the Act" – The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.

Approval Authority – The Washington State Department of Ecology, Water Quality Program Manager.

Authorized or Duly Authorized Representative of the User –

1. If the User is a corporation:
  - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
  - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure

that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
3. If the User is a federal, state, or local governmental facility: a director or higher official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
4. The individuals described in Section 1.4(C)(1-3), may designate another authorized representative if the authorization is in writing; the designation specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, or having overall responsibility for environmental matters for the company; and the written authorization is submitted to the Plant Superintendent.

Best Management Practices or BMPs – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1.A. and Section 2.1.B. and 40 CFR Part 403.5(a)(1) and (b). BMPs also include treatment requirements, facility improvements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Biochemical Oxygen Demand or BOD – The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).

Biosolids – Wastewater sludge after treatment to meet federal and state regulations and intended disposal criteria.

Categorical Pretreatment Standard or Categorical Standard – Any regulation containing pollutant discharge limits promulgated by the USEPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317), which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

Categorical Industrial User or CIU – An Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard. Such Industries are regulated by the Washington State Department of Ecology and receive

permits from the Washington State Department of Ecology.

Commercial User or CU – A user that does not generally use water to manufacture a product, but otherwise creates a sewer discharge that does not meet the criteria for domestic sewage. This includes facilities such as hotels, restaurants, office buildings with cafeterias, government and military facilities with hospitals, educational institutions, and retail sales stores.

Composite Sample – A composite of several samples taken throughout the period of a day when a regulated discharge is occurring. Several brands of automated samplers, some with a refrigerated sample collection area, may be used, subject to the advance approval of the Plant Superintendent.

Approvable composite samplers may either use a flow paced or time paced algorithm. For example, collecting a same size aliquot every 1,000 gallons (flow paced), or a variable sized aliquot every hour (time paced). In both cases, they must interface with a device which senses the effluent flow volume to collect a representative sample unless the Plant Superintendent has determined that a flow proportionate sample is not required.

Daily Limit or Daily Maximum Limit – The maximum allowable discharge of a pollutant over a calendar day or equivalent representative 24-hour period. Where daily maximum limits are expressed in units of mass, the daily discharge is calculated by multiplying the daily average concentration and total flow volumes in the same 24-hour period by a conversion factor to get the desired units. Where daily limits are expressed in terms of a concentration, the daily discharge is the composite sample value, or flow weighted average if more than one discrete sample was collected. Where flow weighting is infeasible, the daily average is the arithmetic average of all samples if analyzed separately, or the sample value if samples are composited prior to analysis.

Discharge – The introduction of pollutants into the collection system and/or POTW, directly or indirectly, from any non-domestic source regulated under 307(b), (c), or (d) of the Clean Water Act.

Domestic User (Residential User) – Any person who contributes, causes, or allows the contribution of wastewater into the POTW that is of a similar volume and/or chemical make-up as that of a single family residential dwelling unit. Discharges from a residential dwelling unit include up to 350 gpd with a concentration up to 350 mg/L of Biochemical Oxygen Demand, 350 mg/L of Total Suspended Solids, and 44 mg/L Total Ammonia. The Domestic User Classification is intended to cover apartment buildings and other multi-unit facilities which generally engage in food preparation activities within and serving only individual units.

Domestic Sewage (Residential Sewage) – Sewage which is similar volume and characteristics to that produced from a single family residential dwelling engaging in customary household activities. This includes include up to 350 gpd volume with a concentration up to 350 mg/L of Biochemical Oxygen Demand, 350 mg/L of Total Suspended Solids, and 44 mg/L Total Ammonia.

Environmental Protection Agency – The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official.

Existing Source – Any source of subject to Categorical Standards that does not meet the definition of a “New Source” per Section 1.4.BB.

Grab Sample – A sample, from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Industrial User or IU – A User which utilizes water in the manufacture or processing of a product, the result of which creates a sewer discharge that does not meet the criteria for domestic sewage. Industrial Users are further classified as a Categorical Industrial User, Significant Industrial User, Potential Significant Industrial User, or Minor Industrial User of the POTW, depending on the volume and nature of their discharge.

Instantaneous Maximum Discharge Limit or Instantaneous Limit – The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of a discrete sample. Where a User is required to take a grab sample for purposes of determining compliance with Local Limits, this standard is the same as the Daily Maximum standard.

Interference – A Discharge that causes (either by itself or in combination with other discharges) a violation of TRRWA’s NPDES Permit. This includes discharges that prevent the intended biosolids use or disposal by inhibiting or disrupting the POTW, including its collection systems, pump stations, and wastewater and sludge treatment processes; or plugs, degrades, damages, unreasonably reduces capacity, or otherwise harms or disrupts the operations, maintenance, and service life of the collection systems. For example, a discharge from a User which causes a blockage, resulting in a discharge at a point not authorized by TRRWA, is a violation of TRRWA’s NPDES Permit and this policy.

Local Limits – Effluent limitation developed for Users by the Plant Superintendent to specifically protect the POTW from the potential of Pass Through, Interference, vapor toxicity, explosions, sewer corrosion, and intended biosolids uses. Such limits shall be based on the POTW’s site-specific flow and loading capacities, receiving water and collection systems considerations, and reasonable treatment expectations for non-domestic wastewater. See Section 2.3 for a full list of Local Limits.

Medical Waste – Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Member Entity – One of the agencies comprising the Three Rivers Regional Wastewater Authority, consisting of the City of Longview, City of Kelso, Beacon Hill Water & Sewer District, and Cowlitz County, and specifically the jurisdiction in which a discharge will occur.

Minor Commercial User or MCU – A Commercial user that discharges 800 gpd or less and does not generally use water to manufacture a product, but otherwise creates a sewer discharge that does not meet the criteria of domestic sewage. This includes facilities such as hotels, restaurants, office buildings with cafeterias, hotels, restaurants, office buildings, government and military facilities, hospitals, educational institutions, and retail sales stores.

Minor Industrial User or MIU – Any Industrial User that does not otherwise qualify as a Significant Industrial User or Potential Significant Industrial User of the POTW.

Monthly Average – The arithmetic mean of the effluent samples collected during a calendar month or specified 30-day period.

Monthly Average Limit – The limit to be applied to the Monthly Average to determine compliance with the requirements of this Policy (see Section 2.3 for listing).

New or Changed Source –

1. Any building, structure, facility, or installation from which there is (or may be) a Discharge of pollutants, provided that:
  - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
  - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the Discharge of pollutants at an existing source; or
  - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is

engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located is considered a modification, rather than a new or changed source, if the construction does not create a new building, structure, facility, or installation meeting the criteria of (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
3. Notification must be made to the Plant Superintendent if the nature of the wastewater discharge changes.

Non-Contact Cooling Water – Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Pass Through – A discharge which exits the POTW into waters of the United States in quantities or concentrations, which alone or in conjunction with a discharge or discharges from other sources, causes a violation of any requirement of the TRRWA's NPDES permit, including an increase in the magnitude or duration of a violation.

Person – Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

pH – A measure of the acidity or alkalinity of a solution, expressed in standard units.

Plant Superintendent – The Plant Superintendent of the TRRWA shall be considered the TRRWA's agent for purposes of Section 5 VII of the "Revised and Restated Interlocal Agreement of the TRRWA between and among City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County for Wastewater Treatment & Disposal, dated December 15, 2005." The term also applies to TRRWA staff representatives as designated by the Plant Superintendent.

Pollutant – Any constituent in the wastewater that may degrade water quality in the receiving water or the quality of biosolids generated by the POTW, including but not limited to dredged spoils, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes.

Potential Significant Industrial User – A User that does not meet the criteria of Significant Industrial User, but whose discharge may interfere with the POTW such that the Plant Superintendent or Member Entity determines that the User must monitor and potentially pretreat its Discharge.

Potential Significant Commercial User (PSCU) – Any Commercial User that does not meet the flow volume criteria of Commercial User or Minor Commercial User, but whose Discharge may interfere with the POTW such that the Plant Superintendent or Member Entity determines that the User must monitor and potentially pretreat its Discharge.

Pretreatment – The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants in wastewater prior to, or in lieu of, discharging such pollutants to the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard. These standards are not intended to apply to MIU's or MCU's.

Pretreatment Requirements – Any substantive or procedural requirement related to pretreatment imposed on a User, other than a pretreatment standard.

Pretreatment Standards or Standards – Pretreatment standards shall mean discharge prohibitions (Section 2.1), state pretreatment standards (Section 2.2) and local limits (Section 2.3).

Publicly Owned Treatment Works or POTW – A treatment works, as defined by Section 212 of the Clean Water Act (33 U.S.C. Section 1292), which is owned by the THREE RIVERS REGIONAL WASTEWATER AUTHORITY and more fully described in the "Revised and Restated Interlocal Agreement of the TRRWA between and among the City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County, for Wastewater Treatment & Disposal, dated December 15, 2005," along with treatment works owned by the City of Kelso, City of Longview, Beacon Hill Water & Sewer District, or Cowlitz County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, including sanitary sewer and storm sewer collection systems, which convey wastewater to a treatment plant. The POTW and sanitary sewer collection systems of the TRRWA and each Member Entity shall not be considered to be a User under the provisions of this Policy.

Septic Tank Waste – Sewage and typically associated solids from activities generating domestic quality sewage, pumped from a septic tank. The Plant Superintendent may also consider wastes from other holding tanks such as boat blackwater, bilge water, cesspools, commercial or industrial septic tanks,

and treatment lagoons to be Septic Tank Waste so long as they are absent pollutants which might interfere with the POTW.

Sewage – Human excrement and gray water (from household showers, toilets, kitchens, clothes and dish washing, and related domestic activities), wastewater, or water which carries human wastes or a combination of water-carried wastes from residences, businesses, institutions, and industries.

Significant Industrial User or SIU – A Significant Industrial User is:

1. A User that:
  - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding domestic sewage, non-contact cooling water, and boiler blowdown wastewater); or
  - b. Contributes a process wastestream that makes up five (5) percent or more of the average dry weather monthly hydraulic or organic design capacity of the POTW treatment plant.
  - c. Is designated as such by the Three Rivers Regional Wastewater Authority Board on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
2. Upon a finding that a User meeting the criteria in Section 1.4.PP.1.a. and/or Section 1.4.PP.1.b. has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Plant Superintendent may at any time, on the Plant Superintendent's own initiative or in response to a petition received from a User, with the concurrence of the Member Entity in which service area the User's site resides and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

Significant Noncompliance -

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions, that the Plant Superintendent or Member Entity determines has caused, alone or in combination with other Discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public.

2. Any discharge of a pollutant that has caused imminent danger to the public or to the environment, or has resulted in the Plant Superintendent or Member Entity exercise its emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of Best Management Practices, which the Plant Superintendent determines will adversely affect the operation or implementation of the pretreatment program.
4. Chronic violations of wastewater discharge limits, defined as sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a rolling six (6) month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits of Section 2.
5. Technical Review Criteria (TRC) violations, defined as thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a rolling six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as defined by Section 2), multiplied by the applicable criteria. Applicable criteria are 1.4 times the limit for Biochemical Oxygen Demand, Total Suspended Solids, fats, oils and greases, and 1.2 times the limit for all other pollutants except pH.
6. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater Discharge Permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within forty-five (45) calendar days after the due date. This includes initial and periodic monitoring reports, and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report noncompliance.

Slug Load or Slug Discharge – Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits, or Permit conditions. This includes discharges at a flow rate or concentration that could cause a violation of the Prohibited Discharge Standards of Section 2.1 of this Policy.

Storm Water – Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Three Rivers Regional Wastewater Authority or THREE RIVERS REGIONAL WASTEWATER AUTHORITY or TRRWA – An administrative body organized pursuant to an Interlocal Agreement between the City of Kelso, City of Longview, Beacon Hill Water & Sewer District and Cowlitz County, that operates as a public agency under State of Washington law, providing wastewater management and reclaimed water production services for the urbanized area of Cowlitz County, Washington.

Total Suspended Solids or TSS – The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

User– Any Person with a source of discharge that does not qualify that person as a Domestic User, who discharges an effluent into the POTW by means of pipes, conduits, pumping stations, force mains, tank trucks, constructed drainage ditches, intercepting ditches, and all constructed devices and appliances appurtenant thereto.

Wastewater – Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater Treatment Plant or Treatment Plant – That portion of the POTW, which is designed to provide treatment of municipal sewage and industrial waste.

## **SECTION 2 – GENERAL SEWER USE REQUIREMENTS**

### **2.1 Prohibited Discharge Standards**

- A. General Prohibitions – No User shall introduce or cause to be introduced into the POTW or the collection systems any pollutant or wastewater which causes Pass Through or Interference.

These general prohibitions apply to all Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other national, state, or local pretreatment standards or requirements.

- B. Specific Prohibitions – No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
1. Pollutants which, either alone or by interaction, may create a fire or explosive hazard, a public nuisance or hazard to life, or prevent entry

into the sewers for their maintenance and repair, or are in any way injurious to the operation of the system or system personnel. This includes waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR Part 261.21.

2. Wastewater having a pH less than 6.0 or more than 9.0 or otherwise having any other corrosive property capable of causing damage or hazard to structures, pipelines, facilities, equipment, or personnel. Discharges outside this pH range may be authorized by the Plant Superintendent through a permit issued by the Member Entity pursuant to a finding that the system is capability of accommodating a discharge of that pH.
3. Solid or viscous substances in amounts that may cause obstruction to the flow in the sewer or other interference with the operation of the system. This includes discharge of materials that cause the formation solids by coagulation of materials already present in the wastewater. In no case shall inert solids greater than 1/4 inch (0.64 cm) in any dimension be discharged.
4. Pollutants, including oxygen-demanding pollutants (Biochemical Oxygen Demand, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either individually or by interaction with other pollutants, will cause interference with the POTW.
5. Wastewater having a temperature that will interfere with the biological activity in the system, has detrimental effects on the collection system, or prevents entry into the sewer. Water may not be discharged into the collection system at temperatures in excess of 149 degrees F (65 degrees C). In no case shall wastewater be discharge which causes the wastewater temperature in the POTW influent to exceed 104 degrees F (40 degrees C).
6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through.
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
8. Trucked or hauled pollutants, except at discharge points designated by the Plant Superintendent in accordance with Section 3.4 of this Policy.
9. The following are prohibited unless approved by the Plant Superintendent under extraordinary circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to

augment sewage flows due to septic conditions (as required under WAC 173-216-050).

- a. Non-contact cooling water in significant volumes.
  - b. Stormwater.
  - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment or would not be afforded a significant degree of treatment by the system.
10. Noxious or malodorous liquids, gases, solids, or other wastewater, which, either individually or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
  11. Wastewater which imparts color that cannot be removed by the treatment process, including but not limited to, dyes and dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating TRRWA's NPDES Permit.
  12. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations.
  13. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, de-ionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the Plant Superintendent.
  14. Sludges, screenings, or other residues from the pretreatment of industrial wastes.
  15. Medical wastes, except as specifically authorized by the Plant Superintendent and the Member Entity in a Wastewater Discharge Permit.
  16. Wastewater causing, either individually or by interaction with other wastes, the POTW's effluent to fail a toxicity test.
  17. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.
  18. Fats, oils, or greases of animal or vegetable origin in concentrations greater than one hundred (100) mg/L.

19. Total Petroleum Hydrocarbon concentrations greater than one hundred (100) mg/L.
20. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than ten percent (10%) or any single reading over twenty percent (20%) of the Lower Explosive Limit based on a combustible gas meter reading.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

## **2.2 State Pretreatment Standards for CIUs**

**WAC Chapter 173-216 and RCW Chapter 90.48 are hereby adopted by this reference. All Waste materials discharged from a CIU into the POTW must satisfy the provisions thereof.**

Any person who constructs or modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, Chapter 173-240 WAC. Until the TRRWA is delegated the authority to review and approve such plans under RCW 90.48.110, sources of non-domestic discharges shall request approval for such plans through the Washington State Department of Ecology. To ensure conformance with this requirement, proof of the approval of such plans and one copy of each approved plan shall be provided to the Plant Superintendent and the applicable Member Entity before commencing any such construction or modification.

## **2.3 Local Discharge Standards for SIUs, PSIUs, CUs and PSCUs**

- A. The TRRWA Board may establish, by recommendation of the Plant Superintendent, local Discharge and Pretreatment Standards pursuant to 40 CFR Part 403.5(c).
- B. The pollutant limits in Section 2.3.D. and Section 2.3.E. are established to protect against Pass Through and Interference and reflect the application of reasonable treatment technology. No person discharging more than 800 gallons per day shall discharge wastewater in excess of the following Daily Maximum Concentration Limits unless authorized by a Wastewater Discharge Permit issued by the TRRWA and the applicable Member Entity.
- C. The pollutant limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Plant Superintendent may impose mass loading limits in addition to concentration-based limits. Such changes shall be reported to the TRRWA Board for informational purposes.

D. Local Pollutant Discharge Limits

<b>ANALYTE</b>	<b>DAILY MAXIMUM CONCENTRATION LIMIT</b>	<b>INSTANTANEOUS CONCENTRATION LIMIT</b>
Antimony	6.8 mg/L	6.8 mg/L
Arsenic	0.9 mg/L	0.9 mg/L
Cadmium	0.3 mg/L	0.3 mg/L
Chromium +6	4.5 mg/L	4.5 mg/L
Cr +3	5.0 mg/L	5.0 mg/L
Copper	3.5 mg/L	3.5 mg/L
Cyanide (total)	2.2 mg/L	2.2 mg/L
Lead	0.8 mg/L	0.8 mg/L
Mercury	0.02 mg/L	0.02 mg/L
Molybdenum	3.4 mg/L	3.4 mg/L
Nickel	5.0 mg/L	5.0 mg/L
Selenium	1.0 mg/L	1.0 mg/L
Silver	0.1 mg/L	0.1 mg/L
Thallium	0.2 mg/L	0.2 mg/L
Zinc	4.6 mg/L	4.6 mg/L
Fats, oils, & greases of animal or vegetable origin	100 mg/L	100 mg/L
Hydrocarbon-based oils & greases	100 mg/L	100 mg/L
Minimum pH	6.0 standard units	6.0 standard units
Maximum pH	9.0 standard units	9.0 standard units

- E. Users proposing to discharge a waste stream containing Biochemical Oxygen Demand, Total Suspended Solids, or ammonia in excess of the concentration limits listed below must apply for a TRRWA permit. Provided the proposed Discharge will not interfere with the POTW and a TRRWA permit is issued, such Users shall be subject to surcharges as established under Section 13.2 up to any maximum allowable limit established by the permit.

ANALYTE	CONCENTRATION LIMITS FOR EXCESS STRENGTH CHARGES
Biochemical Oxygen Demand (BOD <sub>5</sub> )	350 mg/L
Total Suspended Solids	350 mg/L
Total Ammonia, as ammonia (NH <sub>3</sub> ) and ammonium ion (NH <sub>4</sub> <sup>+</sup> )	44 mg/L

- F. The Plant Superintendent may use the permit process to establish appropriate discharge limits for all other pollutants not listed under this Section 2.3. This includes pollutants subject to regulation under RCRA, volatile or semi-volatile organics, halogenated or brominated compounds, poly-aromatic hydrocarbons, polymers, surfactants, pesticide active ingredients, and other pollutants that may interfere with the POTW. Changes will be ratified by the Board.
- G. The Plant Superintendent may require Best Management Practices for any category of User that creates a non-domestic waste stream and is required to obtain a TRRWA permit. Such requirements may be applied either in lieu of or in addition to the limits of this Section 2.3. BMPs may also include alternative limits, which may be applied at the end of a specific process or treatment step, instead of at discharge point of the combined effluent.

## 2.4 Right of Revision

The TRRWA Board reserves the right to establish more stringent standards or requirements on discharges to the POTW.

## 2.5 Dilution

No User shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limit unless expressly authorized by an applicable pretreatment standard or requirement. The Plant Superintendent may impose mass loading limitations on Users where deemed appropriate to safeguard against the use of dilution to meet applicable pretreatment standards or requirements.

## **SECTION 3 – PRETREATMENT OF WASTEWATER**

### **3.1 Pretreatment Facilities**

Users shall provide wastewater treatment as necessary to comply with this Policy and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 2.1 of this Policy within the time limitations specified by U.S. Environmental Protection Agency, the state, the Plant Superintendent, or the Member Entity, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense, and shall be subject to state and TRRWA review and approval of the facility plans. Such plans (Engineering Report, Plans and Specifications, and Operation and Maintenance Manuals) shall be submitted as required by Chapter 173-240 WAC to the Plant Superintendent and the Member Entity, and to the Washington State Department of Ecology if applicable, for review, and Users shall obtain approval prior to construction. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a Discharge in compliance with the state discharge permit or the TRRWA Wastewater Discharge Permit as applicable.

### **3.2 Emergency Authority for Discharge Violations**

- A. The Plant Superintendent or Member Entity may order an immediate halt of any discharge of pollutants to the POTW which reasonably appear to present an imminent danger to the health or welfare of persons. In such cases, the Plant Superintendent will provide the User advance notice of such action if possible, but shall not delay a response to imminent danger. If the User fails to halt the Discharge when so directed, the Plant Superintendent and/or the Member Entity may take any prudent action to prevent the discharge, including but not limited to physically blocking such discharge.
- B. The Plant Superintendent or Member Entity may halt or prevent any discharge to the POTW which presents or may present a danger to the environment or which threatens to Interfere with the operation of the POTW. In such cases, the Plant Superintendent shall attempt to provide not only notice to the affected User(s), but the opportunity to respond. If the User fails to halt the Discharge when so directed, the Plant Superintendent and/or the Member Entity may take any prudent action to prevent the Discharge, including but not limited to physically blocking such discharge.
- C. Any User causing the Plant Superintendent and/or the Member Entity to exercise the emergency authorities provided for under this Section 3.2 shall reimburse all costs to the Plant Superintendent and/or the Member Entity for their actions related to such discharge.
- D. The Plant Superintendent and/or Member Entity may require Users to reduce or curtail certain discharges to the POTW, designate that certain wastewater

be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and take all other measures to protect the POTW and determine the User's compliance with the requirements of this Policy.

### **3.3 Accidental Discharge/Slug Discharge Control Plans**

The Plant Superintendent, through the TRRWA permit, may require the User to develop and implement an Accidental Discharge/Slug Discharge Control Plan and take other actions the Plant Superintendent believes are necessary to control discharges which may be caused by spills or periodic non-routine activities. Accidental Discharge/Slug Discharge Control Plans shall include at least the following:

- A. A description of all discharge practices, including any non-routine batch discharges such as from cleaning, replenishment, or disposal;
- B. A description of all stored chemicals, disclosing all ingredients in formulations, which could violate a discharge prohibition if discharged to the sewer;
- C. Procedures for immediately notifying the Plant Superintendent and the Member Entity of any accidental or slug discharge, as required by Section 6.5 of this Policy; and
- D. Procedures that will be taken to prevent the occurrence or adverse impact from any accidental or slug discharge. Such procedures shall address the inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

### **3.4 Hauled Wastewater**

- A. Hauled wastewater meeting the definition of "Septic Tank Waste" may be introduced into the POTW at designated locations, and at such times as are established by the Plant Superintendent. The hauler of such wastes shall be responsible for ensuring such wastes comply with all discharge prohibitions (Section 2 of this Policy) and other applicable requirements of the Plant Superintendent. The Plant Superintendent may require septic tank waste haulers to provide a manifest at the time of discharge identifying the customer name, address, and volume from each tank generating the waste.
- B. The Plant Superintendent shall require the hauler, and may also require the generator, of non-domestic hauled wastewater to obtain a TRRWA permit. The discharge of hauled non-domestic wastewater is subject to all relevant requirements of this Policy. The Plant Superintendent may prohibit the

disposal of any or all hauled non-domestic wastewater.

- C. Hauled wastewater may be discharged only at locations designated by the Plant Superintendent and with the prior consent of the Plant Superintendent. The Plant Superintendent may collect samples of each hauled load to ensure compliance with applicable standards, and halt the discharge at any point in order to take additional samples or hold the load pending analysis. The Plant Superintendent may require the hauler to provide a waste analysis of any load prior to discharge, to characterize the wastewater or to certify that the wastewater does not meet the definition of a "Hazardous Waste" under Chapter 173-303 WAC.
- D. Disposal of unauthorized hauled wastewater may be cause for permit revocation.
- E. Wastewater haulers must provide a waste-tracking form for every load. This form shall include at least:
  - 1. Name and address of the waste hauler;
  - 2. Hauler permits number;
  - 3. Truck and driver identification;
  - 4. Names and addresses of the sources of waste; and
  - 5. Type of wastewater generator, volume, brief description, known characteristics and presumed constituents of waste.
- F. Fees for dumping hauled wastewater shall be established by the Plant Superintendent based on the current TRRWA wastewater service charge, or a fee approved by the TRRWA if the hauled waste is significantly different in composition from any waste previously accepted.

## **SECTION 4 – TRRWA WASTEWATER DISCHARGE PERMIT APPLICATIONS**

### **4.1 Industrial and Commercial User Surveys**

The Plant Superintendent is obligated under federal law to identify all Users potentially subject to the pretreatment program, and the character and volume of pollutants discharged by such Users. To satisfy this requirement, all sources of non-domestic discharges to the POTW must, upon request of the Plant Superintendent or the Member Entity, complete an Industrial and Commercial User Survey form. Users shall fully disclose the information requested and sign the completed form in accordance with Section 4.6. Proper completion of the survey is a condition of initial and continued discharge to the POTW. Users failing to fully comply with survey

requirements within 30 days shall be subject to all enforcement measures authorized, up to and including termination of service. The Plant Superintendent is authorized to prepare forms for this purpose and require completion of the appropriate form to obtain the information needed to categorize each User. The Plant Superintendent is authorized to categorize each User, provide written notice of a User's categorization and what it means, and revise a User's categorization at any time based upon updated information or changing regulations.

#### **4.2 Wastewater Discharge Permit Requirement**

- A. No User categorized by the TRRWA as a SIU, PSIU or PSCU shall discharge wastewater into the POTW without first obtaining an individual TRRWA Wastewater Discharge Permit issued by the Plant Superintendent and the Member Entity. An existing User that is determined to be a SIU, PSIU or PSCU and that has filed a timely application pursuant to Section 4.3 of this Policy, may continue to discharge unless and until notified otherwise by the Plant Superintendent.
- B. The Plant Superintendent and Member Entity may require any Industrial or Commercial User to obtain TRRWA Wastewater Discharge Permits and/or implement Best Management Practices as necessary to carry out the purposes of this Policy. This includes PSIU and PSCU designations. For example, a TRRWA Wastewater Discharge Permit may be required solely for flow equalization.
- C. Any failure to complete the required survey form, apply for and obtain a required permit, or any violation of the terms and conditions of a TRRWA Wastewater Discharge permit shall be deemed violations of this Policy and subject the User to all of the penalty and enforcement actions of this Policy. Obtaining a TRRWA Wastewater Discharge Permit does not relieve a User of its obligation to comply with all federal and state pretreatment standards or requirements, or with any other requirements of federal, state, and local law.
- D. The Plant Superintendent and/or the Member Entity, based on the determination that such devices are necessary for implementation and monitoring of pretreatment requirements, may require the User to install and maintain on their property and at their expense, the following devices:
  - 1. A sample taking facility accessible to the Plant Superintendent. This includes a refrigerated automatic flowmeter control sampler.
  - 2. A suitable storage and/or flow equalization tank.
  - 3. Grease, oil, and/or grit interceptors or separators.
  - 4. An approved combustible gas detection meter.

- E. Users installing any of the above devices shall ensure they are of the type and capacity approved by the Plant Superintendent, meet applicable building and plumbing codes, and conform to any separate requirements established by the Plant Superintendent and/or the Member Entity. Users shall locate units in areas easily accessible for cleaning and inspection by the Plant Superintendent and/or the Member Entity. Users shall be responsible for all periodic inspection, cleaning, and repair of such devices, and shall perform and document such activities at intervals necessary to maintain the capacities and effectiveness of such devices.
- F. Nothing in this Policy shall supersede or waive any requirements of the Member Entity's adopted building, plumbing, or sewer codes to install, maintain, and test sewer facilities and equipment, including but not limited to interceptors, separators, clean-outs, and sampling manholes.

#### **4.3 Wastewater Discharge Permitting: Existing Connections**

Any User required to obtain a TRRWA Wastewater Discharge Permit who was discharging wastewater into the POTW prior to the effective date of Policy implementing ordinances or resolutions adopted by the Member Entities and who desires to continue such discharges shall, within sixty (60) days after notice, apply to the Member Entity for a TRRWA Wastewater Discharge Permit in accordance with Section 4.5 of this Policy. Member Entities will notify users of the need to apply for permits within twelve (12) months of adoption of this Policy. All Permit Applications will be jointly reviewed by the Plant Superintendent and the Member Entity prior to the Permit being issued.

#### **4.4 Wastewater Discharge Permitting: New Connections**

Persons wishing to discharge non-domestic wastewater must first complete either a Survey Form (if they do not expect a Permit is needed) or a Permit Application. Any User identified by the Plant Superintendent through the Survey as needing a Permit must file a Permit Application. Applications for Wastewater Discharge Permits, in accordance with Section 4.5 of this Policy, must be filed at least ninety (90) days prior to the desired date of discharge, and the Wastewater Discharge Permit obtained prior to commencing discharge. Permit Applications will be jointly reviewed by the Plant Superintendent and the Member Entity prior to the Permit being issued.

#### **4.5 Wastewater Discharge Permit Application Contents**

- A. All Users required to obtain a Wastewater Discharge Permit must apply using the form provided by the Plant Superintendent or Member Entity. Users must supply all information required on the form as part of the Permit Application unless waived by the Plant Superintendent and the Member Entity.

- B. Users must provide any other information deemed necessary by the Plant Superintendent or Member Entity to evaluate the situation and prepare a discharge permit. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision. The Plant Superintendent and Member Entity shall be held harmless for delays caused by returned applications.

#### **4.6 Application Signatories and Certifications**

- A. All survey forms, Wastewater Discharge Permit Applications, and User reports must be signed by an authorized representative of the User and contain the certification statement in Section 6.10.
- B. Users shall submit a new authorization if the designation of an authorized representative is no longer accurate. This includes when a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company. The User must submit the new authorization prior to or with any reports signed by the new authorized representative.

#### **4.7 Wastewater Discharge Permit Decisions**

After receipt of a complete TRRWA Wastewater Discharge Permit Application, the Plant Superintendent and Member Entity will determine whether or not to issue a Wastewater Discharge Permit. The Plant Superintendent or Member Entity may deny any application for a Wastewater Discharge Permit or require additional safeguards, reports, or information. For Users not meeting the criteria of Significant Industrial Users, the Plant Superintendent and Member Entity may also waive or defer a permit, or allow discharges in the interim while a permit is being prepared.

### **SECTION 5 – TRRWA WASTEWATER DISCHARGE PERMITS**

#### **5.1 Wastewater Discharge Permit Duration**

The TRRWA and Member Entity may issue a Wastewater Discharge Permit for a period of up to five (5) years from its effective date. Each Wastewater Discharge Permit will indicate its expiration date.

#### **5.2 Wastewater Discharge Permit Contents**

Wastewater Discharge Permits will include conditions the Plant Superintendent and Member Entity deem necessary to carry out the goals of the pretreatment program (Section 1.1), federal and state regulations, and the requirements of this Policy.

- A. Wastewater Discharge Permits will contain:
1. The permit issuance date, expiration date, and effective date;
  2. A statement that the Wastewater Discharge Permit is nontransferable without prior notification to the Plant Superintendent and the Member Entity in accordance with Section 5.5 of this Policy, and provisions for furnishing the new owner or operator with a copy of the existing Wastewater Discharge Permit;
  3. Effluent limits, including Best Management Practices, based on applicable pretreatment standards.;
  4. The pollutants to be monitored and specific monitoring requirements. This includes the sampling location(s), sampling frequencies, and sample types consistent with federal, state, and local law. (See Section 2.3);
  5. Requirements to submit certain reports (as reflected in Section 6), provide various notifications, keep records, and implement Best Management Practices;
  6. The process to be used to request a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge;
  7. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law;
  8. Requirements to control slug discharges, including to develop, update, and implement slug discharge control plans (find required content in Section 3.3) where the Plant Superintendent determines such plans are important to preventing accidental, unanticipated, or non-routine discharges;
  9. Any monitoring which has been conditionally waived but which will automatically apply any time the requirements of the conditional waiver are not met; and
  10. Reapplication requirements.
- B. Wastewater Discharge Permits may contain, but need not be limited to, the following conditions:
1. Pretreatment facilities and measures required by Section 3.1 and 4.2

of this Policy;

2. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
3. Requirements to install pretreatment technology, pollution controls, or to construct appropriate containment devices to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
4. Requirements to develop and implement waste minimization plans to reduce the amount of pollutants discharged to the POTW;
5. Requirements to pay charges or fees for discharge to the POTW, including high strength charges;
6. Requirements to install and maintain inspection and sampling facilities and equipment, including flow measurement devices;
7. Notice that compliance with the Wastewater Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the Wastewater Discharge Permit; and
8. Other conditions as deemed appropriate by the Plant Superintendent and the Member Entity to ensure compliance with this Policy, and state and federal and local laws, rules, and regulations.

### **5.3 Permit Appeal Process**

- A. A User may petition the TRRWA Board to reconsider the terms of a Wastewater Discharge Permit within thirty (30) days of notice of its issuance.
- B. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- C. In its petition, the appealing party must indicate the Wastewater Discharge Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the Wastewater Discharge Permit.
- D. The effectiveness of the Wastewater Discharge Permit shall not be stayed pending the appeal.
- E. If the TRRWA Board fails to act within sixty (60) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a Wastewater Discharge Permit, not to issue a Wastewater Discharge Permit,

or not to modify a Wastewater Discharge Permit shall be considered final administrative actions for purposes of judicial review.

- F. Aggrieved parties seeking judicial review of the final administrative Wastewater Discharge Permit decision must do so by filing a complaint with the Superior Court of Cowlitz County within sixty (60) days of the final administrative action.

#### **5.4 Wastewater Discharge Permit Modification**

The Plant Superintendent and Member Entity may modify a Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised federal, state, or local pretreatment standards or requirements including new or revised local limits;
- B. To address new or changed operations, processes, production rates, waste streams, or changes in water volume or character;
- C. To reflect conditions at the POTW requiring an authorized discharge to be reduced or curtailed. Such requirements may be either temporary or permanent;
- D. Based on information indicating that a permitted discharge poses a threat to the POTW, the receiving waters, or will violate a prohibition of this Policy;
- E. To address erroneous or incomplete information contained in the Wastewater Discharge Permit Application or in any required report.
- F. To address misrepresentations or failure to fully disclose all relevant facts in the Wastewater Discharge Permit Application or in any required report;
- G. To incorporate revisions based on a variance from Categorical Pretreatment Standards approved pursuant to 40 CFR Part 403.13;
- H. To correct typographical or other errors in the Wastewater Discharge Permit;
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator as required under Section 5.5.

#### **5.5 Wastewater Discharge Permit Transfer**

Wastewater Discharge Permits may be transferred to a new owner or operator contingent upon the permitted User providing at least thirty (30) days advance written notice to the Plant Superintendent and Member Entity. The notice to the Plant Superintendent and Member Entity must include a written certification by the new owner or operator that:

- A. States the new owner and/or operator have no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing Wastewater Discharge Permit.

#### **5.6 Wastewater Discharge Permit Revocation with Notice**

The Plant Superintendent and/or Member Entity may revoke a Wastewater Discharge Permit for cause, including, but not limited to, when a User has:

- A. Failed to notify the Plant Superintendent of significant changes to the wastewater prior to the changed Discharge;
- B. Failed to provide prior notification to the Plant Superintendent of changed conditions pursuant to Section 6.2 of this Policy;
- C. Misrepresented or failed to fully disclose all relevant facts in the Wastewater Discharge Permit Application;
- D. Falsified self-monitoring reports or tampered with monitoring equipment;
- E. Refused to allow the Plant Superintendent or Member Entity timely access to the facility premises and records;
- F. Failed to meet effluent limitations or permit conditions;
- G. Failed to pay applicable fines or sewer charges;
- H. Failed to meet compliance schedule deadline dates;
- I. Failed to complete a Wastewater Survey or Wastewater Discharge Permit Application;
- J. Failed to provide advance notice of the transfer of business ownership;
- K. Violated any pretreatment standard or requirement, or any terms of the Wastewater Discharge Permit or this Policy;
- L. Ceased operations; or
- M. Transferred business ownership without proper notification to the Plant Superintendent and Member Entity.

Revocation of a Wastewater Discharge Permit, as provided in this section, may be effected only after the permit holder has been given a written Notice of Intent to Revoke at least 30 days in advance of such revocation, and the permit holder has failed to correct the reason for revocation prior to the date of intended revocation. A Notice of Intent to Revoke shall state the reason for such revocation, shall state the date of intended revocation, and shall be delivered to the Authorized or Duly Authorized Representative of the User.

### **5.7 Wastewater Discharge Permit Reissuance**

A User with an expiring Wastewater Discharge Permit shall apply for Wastewater Discharge Permit reissuance by submitting a complete permit application, in accordance with Section 4.5 of this Policy, a minimum of ninety (90) days prior to the expiration of the User's existing Wastewater Discharge Permit.

## **SECTION 6 – REPORTING REQUIREMENTS**

### **6.1 Compliance Schedule Progress Reports**

The following conditions shall apply to compliance schedules incorporated into permits:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- B. No increment referred to above shall exceed nine (9) months;
- C. The User shall submit a progress report to the Plant Superintendent no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule.

### **6.2 Reports of Changed Conditions**

Each User must notify the Plant Superintendent and Member Entity of any significant changes to the User's operations or system, which might alter the nature, quality, or volume of its wastewater.

This notification must be made at least thirty (30) days before the desired change and be sent to both the Plant Superintendent and the Member Entity. In such cases:

- A. The Plant Superintendent may require the User to submit whatever information is needed to evaluate the changed condition. The Plant Superintendent may also require a new or revised Wastewater Discharge Permit Application under Section 5.4 of this Policy.
- B. The Plant Superintendent and the Member Entity may issue, reissue, or modify a Wastewater Discharge Permit applying the procedures of Chapter 5 of this Policy in response to a User's notice under this Section.

### **6.3 Reports of Potential Problems**

- A. Any User which has any unusual discharge that could cause problems to the POTW must immediately notify the TRRWP, Plant Superintendent, and Member Entity by telephone of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User to control and curtail the discharge. Such discharges may include spills, slug loads, accidental discharges, or other discharges of a non-routine, episodic nature. Problems to the POTW which require reporting under this Section include violating pretreatment prohibitions, treatment standards, or other requirements of Section 2 of this Policy such as vapor toxicity and explosivity limits.
- B. Within five (5) days following such discharge, the User shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability, which may be incurred as a result of damage to the POTW, the environment, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability, which may be imposed pursuant to this Policy.
- C. Regardless of whether the User has been required to submit a Slug Discharge Control Plan (per Section 3.3), all Users shall post notice in a prominent location advising employees of the names and telephone numbers to call to comply with the notification requirements of a potential problem discharge. Users shall ensure that all employees who may cause or witness such a discharge are advised of the emergency notification procedures.
- D. All Users must immediately notify the Plant Superintendent and the Member Entity of any changes at their facility which might increase their potential for a slug discharge. This includes increasing the volume of materials stored or located on site, which if discharged to the POTW, would cause problems. Users required to prepare a Slug Discharge Control Plan under Section 3.3 shall also modify their plans to include the new conditions prior to or immediately after making such changes.

## **6.4 Notice of Violation/Repeat Sampling and Reporting**

If sampling performed by a User indicates a violation, the User must notify the Plant Superintendent and Member Entity within twenty-four (24) hours of becoming aware of the violation. The User shall repeat the sampling and analysis and submit the results of the original and repeat analysis to the Plant Superintendent and Member Entity within thirty (30) days after becoming aware of the violation. The Plant Superintendent may waive the repeat sampling requirement where the POTW has sampled the effluent for the pollutant in question prior to the User obtaining sampling results.

## **6.5 Notification of Discharge of Hazardous Waste**

- A. Any User who discharges any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261, or Chapter 173-303 WAC, must also comply with the following requirements:
1. Notify the Plant Superintendent, the Member Entity, the USEPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of the discharge. Maintain a copy of this notification and include it in all subsequent permit applications or re-applications under this Chapter.
  2. Include the following information in the notification:
    - a. The name of the hazardous waste as found in 40 CFR Part 261;
    - b. The USEPA hazardous waste number; and
    - c. The type of discharge (continuous, batch, or other).
  3. If the discharge totals more than two hundred and twenty (220) pounds in any month, also provide:
    - a. The hazardous constituents contained in the wastes,
    - b. An estimate of the mass loading and concentration of hazardous constituents in the wastestream discharged during that calendar month, and
    - c. An estimate of the mass loading of constituents in the wastestream expected to be discharged during the following twelve (12) months.
  4. This notice shall be repeated for new or increased discharges of substances subject to this reporting requirement.

5. All notifications must take place prior to discharging a substance for which these reporting requirements apply. If this is not possible, the notice must be provided as soon after discharge as practical and describe why prior notice was not possible.
  6. This requirement does not relieve the User from requirements to provide other notifications, such as of changed conditions under Section 6.5 of this Policy, or required by applicable permit conditions, permit applications, and prohibitions.
  7. The notification requirements in this Section do not apply to pollutants for which routine monitoring and reporting is required by a valid permit issued under this Policy.
- B. Users must report all discharges of more than thirty-three (33) pounds per month of substances which, if otherwise disposed of, would be hazardous wastes. Users must also report any discharge of acutely hazardous wastes as specified in 40 CFR Parts 261.30(d) and 261.33(e). Subsequent months during which the User discharges hazardous waste for which notice has already been provided do not require another notification to USEPA or the State, but must be reported to the Plant Superintendent and Member Entity.
- C. If new regulations under RCRA describe additional hazardous characteristics or substances as a hazardous waste, the User must provide notifications under paragraph A, if required by paragraph B, within ninety (90) days of the effective date of such regulations.
- D. For any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated and shall describe that program and reductions obtained through its implementation.
- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Policy, a permit issued hereunder, or any applicable federal or state law.

## **6.6 Analytical Requirements**

All pollutant sampling and analyses required under this Policy shall conform to the most current version of 40 CFR Part 136, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for a pollutant, or the Plant Superintendent determines that the Part 136 sampling and analytical techniques are inconsistent with the goal of the sampling, the Plant Superintendent may specify an analytical method. If neither case applies, Users shall use validated analytical methods or applicable sampling and analytical procedures approved by USEPA.

## **6.7 Sample Collection**

Users must ensure all samples they collect to satisfy sampling requirements under this Policy are representative of the range of conditions occurring during the reporting period. Users must also ensure that, when specified, samples are collected during the specific period.

- A. Users must use properly cleaned sample containers appropriate for the sample analysis and sample collection and preservation protocols specified in 40 CFR Part 136 and appropriate USEPA guidance.
- B. Users must obtain samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds using grab collection techniques.
- C. For certain pollutants, Users may composite multiple grab samples taken over a 24-hour period. Users may composite grab samples for cyanide, total phenols, and sulfides either in the laboratory or in the field, and may composite grab samples for volatile organics, and oil & grease in the laboratory prior to analysis.
- D. For all other pollutants, Users must employ 24-hour flow-proportional composite samplers unless the Plant Superintendent authorizes or requires an alternative sample collection method.
- E. The Plant Superintendent may authorize composite samples for parameters unaffected by the compositing procedures, as appropriate.
- F. The Plant Superintendent may require grab samples either in lieu of or in addition to composite sampling to show compliance with instantaneous discharge limits.
- G. In all cases, Users must take care to ensure the samples are representative of their wastewater discharges.

## **6.8 Date of Receipt of Reports**

The Plant Superintendent will credit written reports as having been submitted on the date of the postmark or shipping date when sent via the United States Postal Service or private delivery company utilizing package tracking technology. Reports delivered in any other manner will be credited as having been submitted on the business day received.

## **6.9 Record Keeping**

Users subject to reporting requirements of this Policy shall retain records for all monitoring required by this Policy and for any additional monitoring which could be

used to satisfy minimum monitoring requirements. Users must make these records available for inspection and copying at the location of the discharge. Users must similarly maintain documentation associated with any Best Management Practices required under authority of Section 2.3.G. Monitoring records shall include at least:

- A. The time, date, and place of sampling;
- B. The sampling and preservation methods used;
- C. The person taking the sample, and persons with control of the sample prior to analysis;
- D. The person performing the analyses and the date the analysis was completed;
- E. The analytical techniques or methods used; and
- F. The results of analysis.

Users are encouraged to retain quality control and quality assurance information provided by the laboratory and submit this information in routine reporting. This information also has value in the event that the sample data is called into question. For analytes for which Washington State requires use of a certified/accredited laboratory, Users shall maintain records demonstrating the laboratories utilized for performance of analyses have the proper accreditation to perform such analyses.

Users shall maintain the above records for a minimum of three (3) years following reporting the analyses, and thereafter until any litigation concerning the User, the Plant Superintendent, the TRRWA, or the Member Entity is completed, or for a specified period of longer duration when the User has been specifically notified of a longer retention period by the Plant Superintendent or Member Entity.

#### **6.10 Certification Statements**

The following certification statement must be signed by an authorized representative as defined by Section 1.4.C. and included when submitting a permit or renewal application in accordance with Section 4.6;

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

## **SECTION 7 – RIGHT OF ENTRY: COMMERCIAL OR INDUSTRIAL USER INSPECTION AND SAMPLING**

As a condition of issuance of a Wastewater Discharge Permit, the permittee shall grant the Plant Superintendent and/or its Designee and/or Member Entity the right to enter the premises of any permitted Commercial or Industrial User to determine whether the User is complying with all requirements of this Policy and any Wastewater Discharge Permit or order issued hereunder. Commercial or Industrial Users shall allow the Plant Superintendent and/or Designee and Member Entity ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties, as a condition of retaining its Wastewater Discharge permit.

- A. Where a Commercial or Industrial User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the Plant Superintendent and/or Designee and Member Entity will be permitted to enter without delay for the purposes of performing their specific responsibilities under this Policy.
- B. The Plant Superintendent and/or Designee and Member Entity shall have the right to set-up on the Commercial or Industrial User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- C. Commercial or Industrial Users shall provide full access to the Plant Superintendent and/or Designee and Member Entity to use any monitoring facilities and utilities available or required in accordance with Section 3.1 and Section 4.2.D. and Section 4.2.F. to confirm that the standards or treatment required for discharge to the POTW are being met.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the Commercial or Industrial User at the written or verbal request of the Plant Superintendent and shall not be replaced. The costs of clearing such access shall be borne by the User.
- E. Any unreasonable delay in allowing the Plant Superintendent and/or Designee and Member Entity full access to the Commercial or Industrial User's premises and wastewater operations shall be a violation of this Policy.

## **SECTION 8 – CONFIDENTIAL INFORMATION**

Generally, information submitted to demonstrate compliance with pretreatment standards and requirements is subject to public review. To the extent such is consistent with state and federal laws, Users may have certain information treated as confidential if the following process is followed.

- A. When a User submits information to the Plant Superintendent or Member Entity, or provides information to inspectors, Users may request that specific information be maintained as confidential. Users must promptly identify the specific information in writing, and describe why public release would divulge information, processes, or methods of production entitled to protection as trade secrets or confidential business information under applicable state or federal laws.
- B. The TRRWA will withhold disclosure of confidential information for a reasonable period of time, during which time any User wanting non-disclosure will be notified and thereby have the opportunity to seek a court order relative to non-disclosure. Any damages, expenses, or costs incurred by the TRRWA in denying or resisting the disclosure of information declared to be confidential by the User shall be borne and paid by such User.
- C. Dependent on the agency receiving the request, the Plant Superintendent and/or Member Entity shall review and approve or deny such requests. When approved, the information shall not be publicized unless required by state or federal law.
- D. All other User information submitted to or obtained by the Plant Superintendent and/or Member Entity shall be available to the public subject to the TRRWA or Member Entity records review policy.
- E. Information held as confidential may not be withheld from governmental agencies for uses related to the NPDES program or pretreatment program, or in enforcement proceedings involving the person furnishing the report.
- F. Federal rules prevent wastewater constituents and characteristics and other effluent data, as defined by 40 CFR Part 2.302 from being recognized as confidential information.

## **SECTION 9 – ADMINISTRATIVE ENFORCEMENT**

### **9.1 Notification of Violation**

The Plant Superintendent or Member Entity may serve a written Notice of Violation on any User that has violated any provision of this Policy. In all cases, each day of continued violation of a provision of this Policy is a separate violation. Users shall, in

response to a Notice of Violation, provide the Plant Superintendent a written explanation of the violation, its cause, and a corrective action plan within thirty (30) days of receiving this notice. Users submitting plans to correct noncompliance must include the specific actions they will take to correct ongoing and prevent future violations at the earliest practicable date. Acceptance of a plan by the Plant Superintendent and/or Member Entity does not relieve a User of liability for any violations. The Plant Superintendent and/or Member Entity may also take emergency actions or other enforcement actions as deemed necessary to protect the POTW, the environment, or the health and welfare of the general public, without first issuing a Notice of Violation. Exercise of one or more enforcement options by the TRRWA or a Member Entity shall not be a bar to, or a prerequisite for, taking any other action against the User.

## **9.2 Compliance Agreement**

The Plant Superintendent and Member Entity may enter into a Compliance Agreement or other voluntary agreement to memorialize agreements with Users to correct violations of any requirement of this Policy. Such agreements must include the specific action(s) required and date(s) they are to be completed to correct the noncompliance. Such documents must be constructed in a judicially enforceable manner, and have the same force and effect as administrative orders issued pursuant to Sections 9.4 and 9.5 of this Policy.

## **9.3 Review Hearing by the TRRWA Board**

The Plant Superintendent may propose enforcement actions in response to a violation of any provision of this Policy. The Plant Superintendent will notify the User of the violation, the enforcement action, the rationale, and the Users rights to provide evidence why the proposed enforcement action should not be taken, and to provide its support for any alternative it proposes. A User shall have the right to a review hearing to contest the enforcement action.

Any hearing pursuant to this Section must be requested by the User in writing within fifteen (15) business days after the User receives notice of the enforcement action. The User's written request for hearing shall be filed with the Plant Superintendent.

The hearing authorized by this Section shall be held before the Three Rivers Regional Wastewater Authority. Formal rules of evidence shall not apply, but the User, Plant Superintendent, and Member Entity shall have the right to present witnesses and other evidence. The Member Entity to which the User Discharges will not serve or vote on the Board for purposes of this hearing. The TRRWA shall issue a written decision within fourteen (14) business days of the conclusion of the hearing.

Any User shall have the right to make an electronic or stenographic record of the proceedings. Such record shall be made at the User's expense.

The TRRWA may by Resolution or Policy adopt additional rules for the conduct of hearings pursuant to this Section.

A review hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

#### **9.4 Compliance Orders**

The TRRWA, after consulting with the Plant Superintendent and Member Entity, may issue a Compliance Order to any User that has violated any provision of this Policy. The Compliance Order may direct that the User come into compliance within a specified time, install and properly operate adequate treatment facilities or devices, or take such other measures as the TRRWA and Member Entity find necessary.

These measures may include additional self-monitoring and Best Management Practices designed to minimize the amount of pollutants discharged to the sewer. A Compliance Order may not extend the deadline for compliance established for a pretreatment standard or requirement, or relieve a User of liability for any violation, including a continuing violation. If the User does not come into compliance within the time provided, sewer service may be discontinued. Issuance of a Compliance Order shall not be a bar against, or a prerequisite for, taking any other action against the User.

#### **9.5 Cease and Desist Orders**

When TRRWA and/or Member Entity find that a User has violated, or continues to violate, any provision of this Policy, a Wastewater Discharge Permit or Order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the TRRWA may, after consultation with the Plant Superintendent and Member Entity, issue an Order to the User directing it to cease and desist all such violations and directing the User to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the User.

#### **9.6 Administrative Fines**

- A. When the TRRWA and Member Entity find that a User has violated, or continues to violate, any provision of this Policy, a Wastewater Discharge Permit or Order issued hereunder, or any other pretreatment standard or requirement, the TRRWA may, after consultation with the Plant Superintendent and Member Entity, recommend fines against such User.

- B. Any violation of this Policy which has caused the TRRWA to violate its NPDES Permit may result in the Washington State Department of Ecology levying a fine against the TRRWA. In that event, the TRRWA may fine any User whose discharge has been identified for causing the permit violation an amount equal to the Washington State Department of Ecology fine imposed upon the TRRWA. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
- C. The TRRWA and Member Entity may add the costs of any emergency response, additional monitoring, investigation, and administrative costs related to investigating and/or enforcing the noncompliance situation, to the amount of the fine.
- D. The TRRWA and Member Entity will consider the benefit gained by a User as a result of the noncompliance in cases where there appears to have been a benefit from not complying. In such cases, the TRRWA and Member Entity shall ensure that fines, to the maximum amounts allowable, exceed the benefit to the User from the noncompliance.
- E. Unpaid charges, fines, and penalties shall, at thirty (30) calendar days past the due date, be assessed an additional penalty of one percent (1%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent (1%) per month, or at the rate allowed by law if different from the foregoing. After thirty (30) days, the TRRWA and Member Entity shall be authorized to pursue permit revocation or suspension of service for unpaid charges, fines, and penalties.
- F. Users desiring to dispute such fines must file a written request with the TRRWA to reconsider the fine within fifteen (15) working days of being notified of the fine. The TRRWA shall convene a hearing on the matter pursuant to Section 9.3 of this Policy. In the event the User's appeal is successful, the TRRWA and Member Entity shall reduce or eliminate the fine as determined appropriate by the TRRWA.
- G. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

### **9.7 Emergency Suspensions**

The TRRWA and/or Member Entity may order an immediate suspension of a User's discharge (or threatened discharge) when it reasonably appears to present a substantial danger to the health or welfare of persons, threatens to interfere with the operation of the POTW, or which may present a danger to the environment.

- A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its discharge. If a User fails to immediately comply voluntarily with the suspension order, the TRRWA and/or Member Entity may take such steps as deemed necessary to protect the public and its interest in the POTW. Remedies available include immediately severing the sewer connection, at the User's expense, turning off pump stations downstream of the User, and partnering with law enforcement. The TRRWA and/or Member Entity may not allow the User to resume its discharge until the User has demonstrated to the satisfaction of the TRRWA and Member Entity that the situation warranting the suspension has been properly addressed.
- B. A User that is responsible, in whole or in part, for any discharge presenting imminent danger shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. Users shall submit this report to the TRRWA and Member Entity prior to the date of any show cause or termination hearing under Sections 9.3 and 9.8 of this Policy.

Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

### **9.8 Termination of Discharge**

Any User who violates the following conditions is subject to having the privilege of discharging to the public sewer system withdrawn, including, but not limited to, blocking or severing the sewer discharge:

- A. Discharge of non-domestic wastewater without a Permit, when a Permit is required, including:
  - 1. Where the appropriate Permit has not been requested;
  - 2. Where the appropriate Permit has not yet been issued; or
  - 3. Where the Permit has been denied or revoked based on the provisions of Section 5.6 (Permit Revocation) of this Policy.
- B. Violation of Permit terms and conditions.
- C. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling (whether subject to a Permit or not).
- D. Violation of the pretreatment standards and requirements in Section 2 of this Policy, including failure to satisfy Industrial User Survey requirements.

## **SECTION 10 – JUDICIAL ENFORCEMENT: Injunctive Relief**

The TRRWA and/or Member Entity may seek injunctive relief when a User has violated, or continues to violate a provision of this Policy. In such cases, the TRRWA and/or Member Entity may petition the Superior Court of Cowlitz County for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Wastewater Discharge Permit, Order, or other requirement imposed by this Policy on activities of the User. The TRRWA and/or Member Entity may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

## **SECTION 11 – SUPPLEMENTAL CONDITIONS**

### **11.1 Performance Bonds**

The Plant Superintendent and/or Member Entity may require a satisfactory Performance Bond in an amount deemed necessary to assure the User will achieve consistent compliance with this Policy.

Such Bond may be required as an enforcement response or as a prerequisite to issue or reissue a Wastewater Discharge Permit. This Bond may also be required of any category of User that has led to interference with the POTW in the past, regardless of the compliance history of the particular User. This Bond may be used to pay any fees, costs, or penalties assessed to the User whenever the Users account is in arrears for over thirty (30) days. This includes the costs of cleanup of the site if the User goes out of business, sells the business to a person that does not first assume the Bond, or goes bankrupt. Users may petition to convert their Performance Bond to a requirement to provide Liability Insurance or to forego any such safeguard based on their performance. User may petition no more frequently than once in any twelve (12) month period.

### **11.2 Payment of Outstanding Fees and Penalties**

The TRRWA and/or Member Entity may decline to issue or reissue a Wastewater Discharge Permit to any User who has failed to pay any outstanding fees, fines, or penalties incurred as a result of any provision of this Policy, a previous permit or order issued hereunder.

### **11.3 Public Nuisances**

A violation of any provision of this Policy or a Permit or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the Member Entity.

## **SECTION 12 – BYPASS**

- A. For the purposes of this Section:
1. Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.
  2. Severe property damage means substantial physical damage to property, damage to the treatment facilities, which causes them to become inoperable, or substantial and permanent loss of natural resources or damage to the environment, which can reasonably be expected not to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. A User may allow a bypass to occur if it does not cause pretreatment standards or requirements to be violated and is for essential maintenance to assure efficient operation.
- C. Any other bypass must meet the following requirements:
1. Users knowing in advance of the need for a bypass must submit prior notice to the Plant Superintendent and Member Entity, at least ten (10) days before the bypass wherever possible; and
  2. Users must tell the Plant Superintendent and Member Entity of any unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours of becoming aware of the bypass. Users must provide a written follow-up report within five (5) days. The Plant Superintendent and Member Entity may waive the written report if the oral report was timely and complete. Unless waived, the written report must contain:
    - a. A description of the bypass (volume, pollutants, etc.);
    - b. What caused the bypass;
    - c. When, specifically, the bypass started and ended;
    - d. When the bypass is expected to stop (if ongoing); and
    - e. What steps the User has taken or plans to take to reduce, eliminate, and prevent the bypass from reoccurring.
- D. Bypass is prohibited unless:
1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass, which occurred during normal periods of equipment downtime or preventive maintenance; and
  3. The User submitted notices as required under Section 12.C.
- E. The Plant Superintendent and Member Entity may approve an anticipated bypass, after considering its adverse effects, if the Plant Superintendent and Member Entity determine that it will meet the three (3) conditions listed in Section 12.D.

## **SECTION 13 – WASTEWATER TREATMENT SURCHARGES AND PERMIT FEES**

### **13.1 Excess Strength Charges**

#### **High Strength Waste:**

Wastewater originating from industrial or commercial business activities that, when discharged to the collection system, has a concentration of total suspended solids (TSS) and/or biochemical oxygen demand (BOD) in excess of 350 mg/l.

#### **High Strength Waste Fee:**

A surcharge for TSS and/or BOD discharged at concentrations above 350 mg/l High Strength Waste Fees shall be collected pursuant to a resolution adopted by the Three Rivers Wastewater Authority Board. and remitted to the TRRWA prior to the end of the calendar month following collection.

#### **Sampling:**

Grab sampling will normally be used for sampling intermittent discharges that are consistent in waste strength, and when samples are to be tested for components or characteristics that are subject to significant and unavoidable change during storage (i.e., dissolved gasses, pH, temperature, etc.)

Composite sampling will normally be used for sampling continuous discharges and for sampling variable strength wastewater. Composite samples will normally be collected over a 24 hour period, however, when industrial or commercial discharges occur for less than 24 hrs/day, composite samples will be taken for the duration of the waste discharge.

Sampling frequency will depend upon the nature and source of the waste discharged and its potential to adversely impact treatment plant operations and efficiencies. For discharges having a significant potential for disrupting plant operations, daily sampling may be appropriate. For discharges with a minimal potential for disrupting plant operations, less frequent sampling (i.e., weekly) may be appropriate.

### **13.2 Wastewater Discharge Permit Fees**

Annual Wastewater Discharge Permit Fees shall be levied on each Significant Industrial User (SIU) each Potentially Significant Industrial User (PSIU), each Potential Significant Commercial User (PSCU), each Industrial User (IU), and each Commercial User subject to a TRRWA Wastewater Discharge Permit. Each permitted User will be evaluated by the Plant Superintendent and the Member Entity where the User discharges and subsequently placed in the appropriate category. Pretreatment Permit Fees are established by a Resolution of the TRRWA Board.

The TRRWA and Member Entities may adopt additional fees to recover the costs of implementing this Policy and operating the TRRWA's and Member Entities' Pretreatment Programs, which may include:

- A. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports submitted by Users;
- B. Fees for reviewing and responding to accidental discharge procedures and construction;
- C. Fees for filing appeals;
- D. Fees to recover administrative and legal costs associated with enforcement activity taken to address User noncompliance; and
- E. Other fees as necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Policy and are separate from all other fees, fines, and penalties imposed by the TRRWA or Member Entities.

## **SECTION 14 – MISCELLANEOUS PROVISIONS**

### **14.1 Severability**

If any provision, paragraph, word, section or article of this Policy is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

**14.2 Conflict**

All other previously issued Policies and parts of other Policies inconsistent or conflicting with any part of this Policy are hereby repealed to the extent of such inconsistency or conflict.

**SECTION 15 – EFFECTIVE DATE**

This Policy shall be in full force on June 27, 2012.

ADOPTED THIS \_\_\_\_\_ DAY OF MAY, 2012.

THREE RIVERS REGIONAL WASTEWATER AUTHORITY:

\_\_\_\_\_  
Chairperson, Beacon Hill Water & Sewer District

\_\_\_\_\_  
Board Member, City of Longview

\_\_\_\_\_  
Board Member, City of Kelso

\_\_\_\_\_  
Board Member, Cowlitz County

Approved as to form this \_\_\_\_ day of May, 2012.

\_\_\_\_\_  
Attorney for TRRWA

ATTEST:

\_\_\_\_\_  
Administrative Assistant

# Three Rivers Regional Wastewater Authority Pretreatment Program

## Commercial and Industrial Wastewater Discharge Permit Application

New  Renewal

Commercial and Industrial Wastewater Discharge Permits are issued jointly by the Owner of the Collection System and the Three Rivers Regional Wastewater Authority. All questions must be answered. **PLEASE DO NOT LEAVE ANY SECTION BLANK.** If a question is not applicable, indicate "N/A" or Not Applicable" on the form. Mail this completed application to:

Three Rivers Regional Wastewater Authority  
Attn: Plant Superintendent  
207 Fourth Avenue N.  
Kelso, WA 98626

### 1. Establishment Information

Establishment Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Contact: \_\_\_\_\_

### 2. Corporate/Billing Information

Corporate/Billing Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Contact: \_\_\_\_\_

**Type of Business (Check all that apply)**

<input type="checkbox"/> Chemical Manufacturer	Product: _____
<input type="checkbox"/> Manufacturer	Product: _____
<input type="checkbox"/> Metals Coater/Finisher	Metals Used: _____
<input type="checkbox"/> Metals Fabricator	Product: _____
<input type="checkbox"/> Food Manufacturer	Type of food manufactured: _____
<input type="checkbox"/> Food Packager	Type of food packaged: _____
<input type="checkbox"/> Food Processor	Type of food processed: _____
<input type="checkbox"/> Restaurant – Full Service	# meals prepared/day: _____
<input type="checkbox"/> Restaurant – Fast Food	# meals prepared/day: _____
<input type="checkbox"/> Caterer	# meals prepared/day: _____
<input type="checkbox"/> Grocery Store	_____
<input type="checkbox"/> Bakery	_____
<input type="checkbox"/> Lounge/Restaurant/ Delicatessen	# seats: _____
<input type="checkbox"/> Hospital	# beds: _____
<input type="checkbox"/> Retirement/Nursing Home	# beds: _____
<input type="checkbox"/> Church	_____
<input type="checkbox"/> School	# meals prepared/day: _____
<input type="checkbox"/> Laundromat/Dry Cleaner	# washing machines: _____
<input type="checkbox"/> Automotive Service	# service bays: _____
<input type="checkbox"/> Commercial Vehicle Wash	# bays: _____
<input type="checkbox"/> Other	_____

**4. Operational Information**

Water Usage in units on utility bill (provide unit description, estimate if not known) : \_\_\_\_\_

Hours per Day of Operation: \_\_\_\_\_

Are floor drains currently installed in your establishment or will they be installed?

Yes       No

**5. Pretreatment Devices**

Type of Pretreatment Device (Circle all that apply)

<input type="checkbox"/> In-ground Interceptor	<input type="checkbox"/> Under sink Interceptor	<input type="checkbox"/> Lint Trap
<input type="checkbox"/> Oil/Water Separator	<input type="checkbox"/> Grease trap	<input type="checkbox"/> Other (Describe): _____

Device size / capacity: \_\_\_\_\_

Device location: \_\_\_\_\_

Device serviced by: \_\_\_\_\_

## Three Rivers Regional Wastewater Authority Wastewater Discharge Survey

<b>Business Name:</b>			<i>For Office</i>	<i>Use Only:</i>
<b>Facility Address:</b>			Eng No.:	_____
<b>Mailing Address:</b> <i>(if different)</i>			Possible Classified?	Y N
<b>Name of Contact:</b>			WRP Staff:	_____
<b>Title:</b>			Date IP App	_____
<b>E-mail:</b>			IP Staff Assigna	_____
<b>Phone:</b>	_____	<b>Fax:</b>	_____	_____
			sent:	_____
			due:	_____
			signed:	_____
			Comments:	_____

<b>Nature of business:</b>	<i>(Briefly describe your business AND any activities that produce wastewater.)</i>

**Please answer each of the following questions:**

<b>1.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is this business or facility connected to the city's sanitary sewers? <i>(Are there toilets, sinks or drains in the facility connected to city sewer system?)</i>																										
<b>2.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Does this business or facility discharge ANYTHING OTHER THAN domestic - toilet and sink - wastewater to city sanitary sewers? <i>(Will process industrial or commercial wastewater be sent to floor drains, batch or process drains, and then discharged to the city sanitary sewers?)</i>  <i>If yes, please check one of the following estimates (Show below in gallons per day.)</i>																										
			Estimated process wastewater discharge from units on Utility Bill, provide description of the units on the bill: _____																										
<b>3.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Does this business have shop or facility floor drains, other than those in restrooms?																										
<b>4.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Does this business store chemicals or petroleum products in containers of more than 5 gallons? <i>If yes, provide MSDS information below on materials stored (Attach and use extra page if needed.)</i>																										
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Chemical or Active Ingredient</th> <th rowspan="2">Brand Name</th> <th rowspan="2">Purpose</th> <th rowspan="2">Container Size, gallons</th> <th colspan="2">Estimated Amounts On Site</th> </tr> <tr> <th>Avg. gallons</th> <th>Max. gallons</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Chemical or Active Ingredient	Brand Name	Purpose	Container Size, gallons	Estimated Amounts On Site		Avg. gallons	Max. gallons																		
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				Avg. gallons	Max. gallons																								
<b>5.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Does this facility perform on-site vehicle maintenance or vehicle/equipment washing?																										

Please fax the completed signed form to (360) 577-2041 or mail to Three Rivers Regional Wastewater Authority, Attn: Pretreatment, 207 Fourth Avenue N., Kelso WA 98626. If you have questions or need help completing this form, contact the Three Rivers Regional Wastewater Plant Superintendent at 360-577-2040.

**CERTIFICATION STATEMENT:**

*I certify that the information submitted is, to the best of my knowledge and belief, true and accurate.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

RESOLUTION NO. 12-134

---

A Resolution of the THREE RIVERS REGIONAL WASTEWATER AUTHORITY amending section 1 of resolution 99-78 relating to and increasing the threshold for Surcharges for High Strength Waste, and providing for payment thereof by each of its members.

---

WHEREAS, the Interlocal Agreement among the City of Kelso, the City of Longview, Beacon Hill Water and Sewer District, and Cowlitz County for Wastewater Treatment and Disposal provides, in section 5 B that the TRRWA shall establish a Surcharge for High Strength Waste; and

WHEREAS, the TRRWA updated such charges in Resolution 99-78, and since that time determined that capacity exists to allow an increase to the base loading to the facility; and

WHEREAS, such a change may promote industrial growth in the TRRWA Service Area;

NOW, THEREFORE, BE IT RESOLVED by the THREE RIVERS REGIONAL WASTEWATER AUTHORITY BOARD as follows:

Section 1. That Section 1 of Resolution 99-78 of the THREE RIVERS REGIONAL WASTEWATER AUTHORITY BOARD shall be and is hereby amended to read as follows:

Treatment of "High Strength Waste" - Surcharge

In the event that "high strength waste" is accepted for treatment by the Facilities of the TRRWA, a surcharge shall be imposed and paid to the TRRWA in addition to any other charges for sewage for sewage treatment, as follows:

BOD:	\$0.40 per pound
TSS:	\$0.55 per pound

Such surcharge shall be assessed to "high strength waste", which is hereby defined to be waste that is in excess of a baseline concentration of 350 mg/l for TSS and/or BOD

Such surcharge shall be calculated as follows:

BOD: (concentration [mg/l] – 350 mg/l) x 8.34 x flow (mgd) x \$0.40

TSS: (concentration [mg/l] – 350 mg/l) x 8.34 x flow (mgd) x \$0.55

Section 2. That this Resolution 12-134 shall be effective from and after the \_\_\_ day of \_\_\_\_\_, 2012.

Adopted by the Three Rivers Regional Wastewater Authority Board this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Administrative Assistant

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for TRRWA

12-135 RESOLUTION NO. 12-135

---

A Resolution of the THREE RIVERS REGIONAL WASTEWATER AUTHORITY establishing fees for Pretreatment Permits , and providing for payment thereof by each of its member entities.

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WHEREAS, the Three Rivers Regional Wastewater has adopted the THREE RIVERS REGIONAL WASTEWATER AUTHORITY DISCHARGE AND INDUSTRIAL PRETREATMENT POLICY (policy), and each member entity has adopted said policy within its respective jurisdiction; and

WHEREAS, said policy provides for the issuance of Wastewater Discharge permits to users of the sanitary sewer system who are classified as SIU, PSUI or PCSU users; and

WHEREAS, the purpose of this Resolution of the TRRWA board is to establish fees to be charged for the issuance of such Wastewater Discharges permits, to be charged and collected by the issuing member entity and remitted to the TRRWA; and

WHEREAS, such permits are to be issued on a five-year cycle, jointly by the TRRWA and the permit issuing entity, and valid for a period of five years;

NOW, THEREFORE, BE IT RESOLVED by the THREE RIVERS REGIONAL WASTEWATER AUTHORITY BOARD as follows:

ANNUAL PERMIT FEES - 2012 BASE YEAR

PERMIT CATEGORY	FEE
Commercial User	\$225
Industrial User	\$225
Potentially Significant Commercial User	\$340
Potentially Significant Industrial User	\$340
Significant Commercial User	\$450
Significant Industrial User	\$450

Permit fees shall be adjusted each calendar year for inflation by the cost of living (COLA) increases for employee salaries as granted by the TRRWA Board. Discharge Permit Fees shall

be collected by the City of Kelso, City of Longview, Beacon Hill Water & Sewer District, or Cowlitz County, and remitted to the TRRWA Fund prior to the end of the calendar month following collection.

Adopted by the Three Rivers Regional Wastewater Authority Board this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

Chairman

ATTEST:

\_\_\_\_\_

Administrative Assistant

APPROVED AS TO FORM:

\_\_\_\_\_

Attorney for TRRWA