

Kelso City Council Agenda

Regular Meeting, 6:00 pm
November 5, 2013
City Hall, Council Chambers
203 South 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:

Major Dave Davis, Salvation Army

Roll Call to Council Members:

1. Approve Minutes:

1.1. October 15, 2013 – Regular Meeting

2. Proclamation:

2.1. International Education Week

3. Public Hearing:

3.1. Talley Way Land Transfer to Consolidated Diking Improvement District #3

3.2. 2014 Budget Modifications

4. Consent Items:

4.1. Contract – Indigent Defense, Debra Burchett

5. Citizen Business:

6. Council Business:

6.1. Cowlitz 2 Fire & Rescue Agreement

6.2. Three Rivers Regional Wastewater Authority – Longview Annexation

6.3. Purchase/Lease – Street Sweeper

6.4. Discuss Solid Waste Rates

Kelso City Council Agenda

Regular Meeting, 6:00 pm
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7. Action/Motion Items:

- 7.1. Ordinance, 1st Reading
 - 7.1.1. Stormwater Rates
- 7.2. Ordinance, 1st Reading
 - 7.2.1. Talley Way Land Transfer – CDID #3
- 7.3. Ordinance, 1st Reading
 - 7.3.1. Setting 2014 Property Tax Levy Amount
- 7.4. Ordinance, 1st Reading
 - 7.4.1. 2013 Budget Revision #3
- 7.5. Ordinance, 2nd Reading
 - 7.5.1. Repeal Library Charges Policy
- 7.6. Resolution
 - 7.6.1. Utility Right of Way Permit Fees
- 7.7. Resolution
 - 7.7.1. Designate Appeals to Hearing Examiner

Other Items:

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

Pastor Nick Stumbo, East Alliance Church, gave the invocation. 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, McDaniel, Roberson, Archer and Schimmel. Councilmember Lefebvre was absent.

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Approve the Minutes of the 10/01/13 Regular Meeting,' motion carried, all voting yes.

CONSENT AGENDA:

1. Auditing of Accounts: \$1,703,011.66

Upon motion by Councilmember Myers, seconded by Councilmember Roberson, 'Approve the Consent Agenda and Auditing of Accounts in the amount of \$1,703,011.66,' motion carried, all voting yes.

CITIZEN BUSINESS:

The following people spoke against the proposed archery range in the Aldercrest neighborhood:

- **Rod Wright**, 97 Banyon Dr., Kelso
- **Fran Boucher**, 101 Greenwood Ct., Kelso
- **Ron Spahman**, 307 Banyon Dr., Kelso
- **John Coleman**, 306 Banyon Dr., Kelso
- **Ron Earley**, 207 Banyon Dr., Kelso
- **Mel Jewell**, 213 Banyon Dr., Kelso
- **Steve Sharp**, 291 Welcome Sl. Rd., Cathlamet
- **Brian Boucher**, 101 Greenwood Ct., Kelso

Jim Hill, 1100 N. 22nd, spoke regarding the pending special events ordinance.

COUNCIL BUSINESS:

LTAC Distribution of Funds 2014

- | | |
|--|----------|
| • Big Idea | \$ 7,650 |
| • Kelso Highlander Festival | \$15,000 |
| • City of Kelso, visitor brochure and signage | \$ 5,000 |
| • City of Kelso, visitors center signage and exterior improvements | \$10,000 |
| • Kelso Longview Chamber, Visitor Information Center | \$50,500 |
| • LCC Athletics, two sporting events | \$ 3,000 |

• Columbia Theatre	\$10,000
• Cowlitz County Museum	\$15,000
• KDRA	\$ 500
• Longview World Series Committee	\$10,000
• Kelso Powwow Committee	\$ 500
• Kelso Youth Baseball	<u>\$25,000</u>
	Total: \$152,150

Finance Director Brian Butterfield briefed the Council on the breakdown of funding for the Kelso Youth Baseball. Upon motion by Councilmember Schimmel, seconded by Councilmember Archer, approve the recommended allocation of the City’s Lodging Tax funds for 2014,’ motion passed, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) – Solid Waste Rates: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO REPEALING RESOLUTION NO. 12-1069 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO FOR FURNISHING GARBAGE SERVICES EFFECTIVE DECEMBER 1, 2013,’ motion passed, all voting yes.

Ordinance No. (1st Reading) – Library Charges: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE NO. 95-3262, RESOLUTION NO. 93-693, AND KMC SECTION 2.56.030 PERTAINING TO THE LIBRARY CHARGES POLICY,’ motion carried, all voting yes.

Ordinance No. (2nd Reading) – Amend Special Events Permit: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, ‘Pass on 2nd reading, ‘AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE 3573 CODIFIED AT KMC 12.24 PARADES AND ADOPTING A NEW KMC 12.24 SPECIAL EVENTS TO REPLACE THE REPEALED CHAPTER.’ Discussion followed.

Motion by Councilmember Schimmel, seconded by Councilmember Archer to amend the original motion by removing paragraph three under 12.24.010 definitions section G “Special event”. Discussion followed. Councilmembers Schimmel and Roberson voted yes, Councilmembers Myers, McDaniel, Archer and Futcher voted no. Motion failed 2 to 4.

Motion by Councilmember Schimmel, seconded by Councilmember Roberson to amend the original motion by removing ‘THERE IS AN OPEN INVITATION TO THE

PUBLIC TO ATTEND, OR AN EVENT WHERE THE ATTENDANCE IS EXPECTED TO EXCEED 100 PEOPLE IS PRESUMED TO BE' from paragraph three under section 12.24.010 definitions section G "Special event". City Attorney Janean Parker briefed the Council on the changes to the ordinance. Lengthy discussion followed. Councilmember Schimmel voted yes. Councilmembers Myers, McDaniel, Roberson, Archer and Futcher voted no. Motion failed 1 to 5.

Motion by Councilmember Myers, seconded by Councilmember McDaniel to amend the original motion by removing paragraph three and adding public or private property in paragraph two under section 12.24.010 definitions section G "Special event". Discussion followed. Councilmembers Myers and Roberson voted yes. Councilmembers Schimmel, Archer, McDaniel and Futcher voted no. Motion failed 2 to 4.

The original motion by Councilmember McDaniel and seconded by Councilmember Roberson, 'Pass on 2nd reading, 'AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE 3573 CODIFIED AT KMC 12.24 PARADES AND ADOPTING A NEW KMC 12.24 SPECIAL EVENTS TO REPLACE THE REPEALED CHAPTER.' Councilmembers Myers and McDaniel voted yes, Councilmembers Schimmel, Archer, Roberson and Futcher voted no. Motion failed 2 to 4.

Resolution No. 13-1099 Hazard Mitigation Plan: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, 'Pass Resolution No. 13-1099, 'A RESOLUTION OF THE CITY OF KELSO ADOPTING THE CITY OF KELSO HAZARD MITIGATION PLAN, AS THIS JURISDICTION'S MULTI-HAZARD MITIGATION PLAN, RESOLVING TO EXECUTE THE ACTIONS IN THE PLAN,' motion carried, all voting yes.

MANAGER'S REPORT:

Steve Taylor: Absent no report.

STAFF REPORT:

David Sypher: Requested a 30 second observance of silence to honor Don Bell. He commented that it was a small tribute for a former Airport Board Chair and dedicated volunteer.

COUNCIL REPORTS:

Dan Myers: Commented that the Lower Columbia Community Action Plan Board is dealing with reductions in funding. He will be attending a retreat for the board this Saturday to develop a new mission statement and goals.

Gary Archer: No report.

Rick Roberson: No report.

Todd McDaniel: No report.

Gary Schimmel: No report.

David Futcher: No report.

There being no further business, Mayor Futcher adjourned the meeting at 7:29 p.m.

MAYOR

CITY CLERK

PROCLAMATION

International Education Week

November 12-18, 2013

Whereas The U.S. Department of State joins with the U.S. Department of Education to mark International Education Week and to emphasize the importance of international education and exchange in establishing mutual respect and understanding among people around the world; and

Whereas, the challenges of the 21st century cannot be addressed by government alone and our public-private partnerships with non-governmental organizations, businesses, educational institutions and communities are more important than ever to effective public diplomacy; and

Whereas, Educational institutions, primary and secondary schools, vocational schools, colleges and universities have always played a key role in opening minds and creating global awareness, and have traditionally been among the State Department's strongest partners in shaping the citizen diplomat; and

Whereas, Schools, universities, non-profit organizations, community groups and businesses around the world participate in International Education Week annually to celebrate the benefits of international educational exchange; and

Whereas, During International Education Week, we have the opportunity to highlight for the citizens of other countries the value of experiencing an American education and American culture firsthand, and to demonstrate to American students the value of studying abroad and hosting international exchange students.

Whereas, Through the power of international education, we can look forward to a more peaceful and prosperous future together.

Now, Therefore, I, David Futcher, Mayor of the City of Kelso, do hereby proclaim November 12-18, 2013, as **International Education Week** in Kelso, Washington, and encourage Americans and our friends around the world to become involved in this celebration.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 5th day of November, 2013

David Futcher, Mayor

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

SUBJECT TITLE:

Public Hearing for Diking District Land
Transfer

Agenda Item: _____

Dept. of Origin: Public Works

For Agenda of: November 5, 2013

Cost of Item: _____

City Manager: Steve Taylor

PRESENTED BY:

David M Sypher, P.E.
Public Works Director

AGENDA ITEM ATTACHMENTS:

SUMMARY STATEMENT:

A public hearing is required to surplus certain real property known as, Assessor's Parcel No. 24087 and transfer the parcel to the Consolidated Diking District No. 3 of Cowlitz County, for levee purposes.

Details have been made available in the Council agenda packet, under Action Items.

RECOMMENDED ACTION:

AGENDA SUMMARY SHEET

AGENDA ITEM: _____
Presentation/Public Hearing to
consider proposed 2013-2014 Biennial
Budget modifications.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 11/05/2013
ORIGINATING DEPT: Finance
DATE SUBMITTED: 11/01/2013
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

RCW 35A.34.130 requires cities with biennial budgets to conduct a mid-biennial review (Public Hearing) to consider modifications to that budget. Prior to the public hearing there will be a power point presentation that will breakdown the 2014 budgets of the various city funds. This breakdown will include projected revenues, expenditures and fund balances. In addition, this presentation will highlight the major changes to the original projections that were previously adopted. The presentation materials will be available to Council and the public at the meeting.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Professional Services Agreement Renewal – Indigent Defense Counsel

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: November 5th, 2013

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

PSA – 2014 Indigent Defense Counsel, Debra Burchett

SUMMARY STATEMENT:

The City is required to provide indigent defense counsel for municipal criminal defendants who cannot afford counsel of their own. Kelso currently contracts with the Debra Burchett Law Firm through a professional services agreement that requires annual renewal. Several minor amendments have been made to the 2014 agreement that reflect new indigent defense standards enacted by the State Supreme Court. The agreement specifies that in the event of a conflict, defense and investigative services will be secured and compensated for directly by the City rather than by the contracted defense counsel.

The annual contract amount stays firm at \$72,800. However, the caseload limit standards authorized by the Supreme Court and scheduled for implementation by January 1, 2015 may necessitate amendments to this agreement and the incurring of additional costs that are unknown at this time.

RECOMMENDED ACTION:

Move to approve the 2014 Professional Services Agreement for Indigent Defense Counsel with Debra Burchett Law Firm in the amount of \$72,800.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is hereby entered into on this date between the CITY OF KELSO (CITY), and DEBRA BURCHETT, a lawyer authorized to practice law in the State of Washington (CONTRACTOR).

WITNESSETH:

WHEREAS, the CITY operates a municipal court in which municipal code violations are prosecuted; and

WHEREAS, pursuant to law, the CITY is obligated to provide qualified indigent defendants with legal counsel; and

WHEREAS, both parties desire to fulfill the CITY's obligation by establishing a contractual relationship as contained herein; and

WHEREAS, the parties recognize that new standards for indigent defense provide caseload limits that are effective on January 1, 2015 that are expected to necessitate mid-term amendments to address the caseload limits and other requirements.

Now, therefore,

IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW,
THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES.

a. CONTRACTOR agrees to provide indigent defense services and to accept all appointments for indigent defendants, except as set forth in paragraph 1b below. Cases include all municipal criminal cases within the City of Kelso and the maximum number of cases expected to be undertaken by the CONTRACTOR during the Term of this Agreement is approximately 800.

b. CONTRACTOR agrees that she or any attorney or intern employed by Contractor to perform services under the contract shall certify compliance with the Standards as set forth in the Supreme Court Rule.

c. The parties agree that at all times and in all cases, that the CONTRACTOR shall exercise her independent professional judgment and the City will

not interfere with the CONTRACTOR's exercise of that judgment or with the client-attorney relationship of the CONTRACTOR in her performance of this Agreement.

d. In the event conflicts of interest or other circumstances occur wherein CONTRACTOR is unable to represent any certain person, and where that conflict or other circumstance involves only facts known to CONTRACTOR and of which the municipal court would not be reasonably expected to know, it shall be CONTRACTOR's obligation to notify the City of the conflict and to assist the City arranging for acceptable alternative counsel. The City shall compensate such counsel.

e. In the event a conflict arises in a situation which should be reasonably apparent to the municipal court, such as co-defendants or cross participants in the same event, the court will appoint a suitable alternative and that counsel shall be compensated by the CITY as ordered by the court.

f. In the event the CONTRACTOR determines that expert witness or investigator services are necessary, the parties shall utilize the procedure set forth in CrRLJ 3.1(f) to have the court authorize such services and determine the reasonable compensation therefore.

g. CONTRACTOR shall represent all indigent defendants on appeal as dictated by circumstances that do not include appeals based on ineffective assistance of counsel.

2. WARRANTIES OF REPRESENTATION

CONTRACTOR warrants that at all times relevant to this AGREEMENT, CONTRACTOR, and any attorney or intern employed by CONTRACTOR to perform services under the contract is in good standing with the Washington State Bar Association and shall conduct the representation of her clients in a manner in keeping with the Rules of Professional Conduct adopted by the Washington State Supreme Court. CONTRACTOR further warrants that she and any attorney or intern employed by Contractor to perform services under the contract has read and is fully familiar with the provisions of the Washington Supreme Court Rule adopting new standards for indigent defense and certification of compliance. CONTRACTOR further warrants that the compensation as set forth in Paragraph 7 of this Agreement reflects all administrative

costs including administrative support and services, and administrative infrastructure necessary to comply with the Supreme Court rule.

3. AMENDMENT.

The parties acknowledge that new indigent defense standards providing caseload limits as adopted by the Supreme Court rule become effective on January 1, 2015 and the parties will work together to develop appropriate City standards. The parties further contemplate that the adoption of these City standards or other compliance with the Supreme Court rule will require contract amendments to this Agreement to address compliance with the standards. In the event that the parties are unable to reach mutual agreement regarding amendments for compliance with the standards, either party may terminate the agreement upon 60 days' notice as set forth in Paragraph 8.

4. INDEPENDENT CONTRACTOR.

CONTRACTOR shall in all respects remain an independent contractor and under no circumstances shall she be considered an employee of the CITY.

5. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold the CITY harmless from any and all claims against the CITY, its agents, and employees for any malfeasance or misfeasance, negligence or malpractice in the performance of this AGREEMENT.

6. REPORTS

CONTRACTOR shall submit a monthly report to the CITY showing the number of new cases assigned that month and the total number of hours worked on Kelso Municipal Court cases for the same period. Said report shall be due on or before the 15th day of the month following the month for which the CONTRACTOR is reporting.

7. COMPENSATION

The CITY agrees to pay the CONTRACTOR for the services herein described the amount of \$72,800 per year. Payment shall be made at the rate of \$6066.66 monthly on

or before the last day of each calendar month. CONTRACTOR shall execute payment vouchers in accordance with the CITY's normal practice of paying bills to facilitate the payments due hereunder. In the event CONTRACTOR becomes indebted to the CITY for any reason, the CITY may withhold payment or set off the indebtedness of CONTRACTOR until such indebtedness is satisfied or otherwise settled.

8. TERM

This AGREEMENT shall be for the period commencing January 1, 2014-December 31, 2014.

9. TERMINATION

Either party shall have the right to terminate this AGREEMENT on sixty days written advance notice to the other party. CONTRACTOR agrees to cooperate with the CITY and any successor(s) to the indigent work until such time as all pending cases are disposed of.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date set forth below.

CONTRACTOR:

CITY OF KELSO:

DEBRA L. BURCHETT

MAYOR

DATED: _____

DATED: _____

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

**SUBJECT TITLE: Enhanced Fire Protection
Services Interlocal Agreement – Cowlitz
Fire District No. 2**

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: November 5th, 2013

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Cowlitz 2 Interlocal Agreement
2005 Public Works Shop Facility Use Agreement
1990 Fire Protection Services Interlocal Agreement

SUMMARY STATEMENT:

Following the City's annexation into Cowlitz Fire District No. 2 in 1990 for general fire protection services, an interlocal agreement was established to identify certain enhanced services the District would provide within City boundaries and the fees for that enhanced service. Fire Districts are only required to provide basic fire protection and basic life support emergency services for the property taxes assessed within the District. These services can be provided by volunteers or professional staff.

Within city limits, the District has established a higher level of service by ensuring that residents receive primary response from professional firefighters and EMT's, but these services are also supplemented by a volunteer force. Kelso currently makes up about 62% of the District's total calls for service. The District also provides fire marshal, building plan review, arson investigation, and fire inspection services for which the City is generally responsible to pay adequate compensation. The 1990 agreement lumped all of these services into a flat fee of \$300,000. In 2011, 2012, and 2013, the District reduced this amount to \$240,000 to provide relief to the General Fund while the City was experiencing significant revenue shortfalls and undergoing major personnel restructuring. In 2005, the City memorialized a facility use agreement with the District for a portion of the Public Works Shop at Parrott Road where the District conducts maintenance on its vehicle fleet.

Given the age of the agreement and the lack of specification of how enhanced services are broken down and applied to the annual fee, District and City staff negotiated the attached agreement which combines the provisions of both the 1990 and 2005 agreements and revises the fee schedule. The annual contract amount moving forward is proposed at approximately \$171,000 with future increases to be determined by the Portland CPI-U index. Exhibit A within the agreement breaks down fees into the following four categories:

Building Inspection – Plan Review	\$65,000
Enhanced Response Services	\$56,336
Protection of City Property	\$37,616
Fire Investigation (Arson)	\$12,000

Cowlitz 2 Fire Chief Dave LaFave will be attending the Council meeting to review changes in the agreement with the Council. In short, the new agreement saves the City roughly \$130,000 annually and enhances specificity related to the enhanced service levels that are provided to Kelso residents.

The agreement has no termination date, however, provisions are made for renegotiation as necessary, and a cancellation notice period of six months.

RECOMMENDED ACTION:

Move to approve the Interlocal Agreement with Cowlitz Fire District No. 2 for Enhanced Fire Protection Services.

INTERLOCAL SERVICE AGREEMENT

This Agreement is entered into between Cowlitz 2 Fire & Rescue, a municipal corporation, referred to as “District”, and the City of Kelso, a municipal corporation, referred to as “City”.

This Agreement is entered into by the City, acting by and through its Council, under the authority of RCW 35A.11.040, and the District under the authority of RCW 52.12.031, and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Term.** This Agreement shall be effective on January 1, 2014, and shall continue until terminated as provided herein. The Agreement may be terminated by either party upon six (6) months written notice of termination to the other party. Either party may request to modify any provisions of this Agreement in accordance with paragraph 12.10.
2. **Definitions.**
 - 2.1. Advanced Life Support (“ALS”) means invasive emergency medical services (EMS) requiring advanced medical treatment skills as defined by chapter 18.71 RCW.
 - 2.2. Basic Life Support (“BLS”) means noninvasive emergency medical services requiring basic medical treatment skills as defined in chapter 18.73 RCW.
 - 2.3. Building Inspection Services means those inspection and enforcement services described in paragraph 3.1, which services are required by the City to implement the City’s municipal code.
 - 2.4. Enhanced Services means the maintenance and provision of emergency response services including Basic and Advanced Life Support by a professional response force as opposed to a volunteer response force.
3. **District Services**
 - 3.1. **Building Inspection Services.** The District shall provide the following services within the City limits:
 - a. **Fire code inspection service in compliance with Chapter 19.27 RCW.** These services shall include an annual safety inspection of high life hazard occupancies such as schools, public assemblies and long term healthcare facilities, as listed by the City, by certified inspectors.
 - b. **Fire code pre-construction building plan review services in compliance with chapter 19.27 RCW.** These services shall be performed by certified inspectors. The City agrees to consult with the District in the preparation and enactment of suitable water and hydrant codes and standards relating to the placement of water lines, capacity of water lines, spacing and design of hydrants and fire flow requirements.
 - c. The District shall inform the City of workload issues that may limit the District’s ability to perform the listed duties in a timely manner. In the event the overall workload continues to impede performance as listed in this Agreement, the parties agree to evaluate the need for additional personnel and negotiate the associated costs to maintain a level of service desired by both parties.

- d. **Fire investigation services in compliance with chapter 43.44 RCW.** These services shall be performed by an investigator who has been trained in fire and arson investigation. On request of the City, the District shall determine from its investigation whether the cause of a fire was intentional or of suspicious origin, and the District shall provide to the City Police Department and/or the Prosecuting Attorney, all evidence of the determination. Upon mutual agreement between the District and the City after the determination, District staff shall develop additional evidence, when such additional evidence is available and feasible to develop, to support the criminal prosecution or other legal proceedings.
- 3.2. It is acknowledged by the parties that the District has no statutory duty to provide Building Inspection Services that might be required under the International Fire Code or any ordinances of the City and has no authority or duty to enforce any provisions of such codes or to enforce any ordinances of the City. The authority of the District to provide such services within the City is established by this Agreement.
- 3.3. The Building Inspection Services shall be performed in cooperation with the City Manager, City Department of Building and Planning, Police Department, and the Prosecuting Attorney. The parties agree that operational procedures shall be jointly prepared to govern the scheduling and performance of the services. The District shall not be responsible to initiate or conduct court proceedings for the enforcement of the Uniform Fire Code, any City ordinances, or for criminal prosecution.
- 3.4. **Fire protection service, EMS service, and hazardous materials response service.** The District will provide fire protection, EMS services, and hazardous materials response within the City limits in accordance with the following standards:
- a. The District shall at a minimum provide fire protection, EMS, and hazardous response services consistent with the adopted level of service objectives for the District as defined in adopted Resolution No. 655-2007, which is in accordance with RCW 52.33.030 and the minimum levels established pursuant to chapter 18.73 RCW.
- b. Fire suppression and emergency medical response service levels provided throughout the District's boundaries are generally delivered through a predominantly volunteer force. Within the City, the District shall provide Enhanced Services to include the maintenance, as much as is possible, of a professional response force including ALS and BLS capabilities, available for response during typical call, multiple call and complex call scenarios. It is recognized that this provides a higher level of service within the City than is otherwise available within the District. The District maintains the discretion to determine the times and methods to provide professional response resources to the City. In the event the District experiences a reduction in professional response resources, the professional response capacity serving areas of the District outside City limits will be impacted before a reduction in capacity within City limits.
- c. The District assumes no liability for its failure to provide the levels of service described in Section 3.4 by reason of any circumstances beyond its control. In the event of simultaneous emergencies occurring within the City and outside of the City whereby the resources of the District are taxed beyond its ability to render equal protection, the officers and agents of the District shall have the discretion as to which call shall be answered first and which resources shall be assigned to each call. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

3.5. The District shall provide to the City the protection of City-owned property and assets pursuant to RCW 52.30.020.

4. **Compensation.** In exchange for services of the District, the City agrees to provide space for the District at the City's shop facility as defined in Section 5 below, and to pay the District in accordance with the payment schedule set forth in Exhibit A. The parties also agree to meet annually to negotiate any increase or reduction in costs due to changes in workload. These meetings shall commence as mutually agreed in July of each year to allow sufficient time for budget preparation.
5. **Use of Shop Space.** The City agrees to allow the District to use and the District agrees to use a portion of the main building, annex building, and premises at 2300 Parrott Way in Kelso, WA in accordance with the following terms and conditions.
 - 5.1. **Location of Space.** The shop space provided is approximately six thousand (6,000) square feet within the main building to be used for repair and maintenance services and an additional three hundred (300) square feet within the annex building, and three thousand (3,000) square feet located outside the main building on the east side to be used for storage space and the installation and use of a fire engine pump testing facility.
 - 5.2. **Time of Use.** The area of the building, annex, and outdoor yard may be used and occupied at any time on a non-exclusive basis by the District twenty-four hours per day, seven days per week.
 - 5.3. **Custody of Building.** The District's authorization is to use a limited space within the building and at no time shall the building itself be under the care, custody or control of the District. The District shall comply with the City's policies regarding safety and security of the building.
 - 5.4. **Access and Parking.** The District shall also have the non-exclusive use of the area adjacent to the building for ingress and egress and for reasonable parking of District employee vehicles.
 - 5.5. **Use of Area.** The District agrees that the District and its authorized personnel only are allowed to use the premises as a vehicle and equipment repair and maintenance facility and will not make any unlawful, improper or offensive use of the premises, or any use or occupancy of the premises contrary to any law of the State or any ordinance of the County or City. Only vehicles and equipment owned or leased by the District, the City or other fire districts or departments utilizing the District's shop services, will be repaired in the premises, and all work shall be performed by District personnel. The District agrees that if the District or the District personnel are negligent in the use and occupation of the premises and if such negligence is the cause of damage to the facility or damage to or loss of City tools or supplies located in the premises, the District shall be responsible for such damages or loss.
 - 5.6. **Alterations.** The District agrees that it will not make structural alterations or additions in or to the premises without the written consent of the City. The District may, however, make nonstructural alterations and install trade fixtures on the premises, provided that such alterations and installations shall not adversely affect the use of the remainder of the building by the City. In the event of the termination of this Agreement, the District agrees that it will remove all alterations and trade fixtures installed during the term of this Agreement and shall restore the portion of the premises used by the District to the condition it was at the beginning of the term of this Agreement, reasonable wear and tear expected; provided, however, that if

the District shall make permanent improvements to the building with the City's consent, such improvements shall remain in the building and become property of the city in the event of the termination of this Agreement.

- 5.7. **Liability.** The District agrees to indemnify, defend, and hold the City harmless from all damages of every kind or nature that may be claimed or accrue that arise out of the District's use and occupation of the portion of the building and the actions of the District's personnel conducted on the premises under the terms of the Agreement; provided, however, the District shall not be liable for actions, damages or injuries arising out of the actions of the City or its personnel in the occupation and use of the building or for any actions, damages or injuries arising out of latent defects in the building itself.
- 5.8. **Maintenance.** The District agrees to maintain the area of the building used by the District in a clean and orderly fashion. The parts, supplies and disassembled portions of vehicles and equipment will be stored and maintained in a proper manner to avoid accidents and to avoid disruptions and use of other portions of the building.
- 5.9. **Telephone and Utilities Service.** The District will provide telephone service and installation of telephone equipment to the premises used by the District. The District agrees to pay for the electricity it uses as measured by a device installed for that purpose and to pay its proportionate share of HVAC service expenses based upon the shop space square footage identified in Section 5.1. The District shall pay its proportionate share of water and sewer services furnished to the premises and utilized by the District as calculated by using the number of employees that work in or are based in the entire shop facility.
- 5.10. **Hazardous Materials.** In the event it shall be necessary for the District to use or store hazardous materials in the building, such storage shall be conducted in accordance with the statutes and regulations of the State of Washington relating to the use and storage of hazardous materials. The District shall notify the City of the storage of such materials. Storage of such materials shall be limited to a quantity sufficient to meet the requirements of the District.
6. **Increase in Services.** The City agrees that in the event it shall adopt or amend any City ordinance that will increase the services required to be provided by District personnel under the terms of this Agreement, the City shall provide the District with a minimum of 30 days' advance notice of the proposed date of city council action to adopt such new or amended ordinance, together with a copy of the proposed action. The parties further agree to implement a process to negotiate mitigation of the impact, if any, of the ordinances on the District, or additional compensation for the increased services that may be necessary, prior to implementation of the proposed amendment or ordinance. The parties agree that the City's regular code amendments to enact and enforce the building codes established and required by the State of Washington, as required in paragraphs 3.1 and 12, shall not constitute an amendment that will increase services required triggering mitigation under this paragraph.
7. The services to be provided by the District to the City under the terms of this Agreement shall apply to the entire incorporated area of the City.
8. **Fire Marshal.** The City agrees that it will appoint the City Building Official as the City Fire Marshal for the purpose of the enforcement of the adopted fire code. The District will provide services under the direction of the City Fire Marshal relating to the performance of this contract. The District's fire inspector shall cooperate with the City Building Official and City Administration to enforce the provisions of the fire code.

9. **Reports.** The District agrees to provide the City upon request with an annual activity report indicating the number and nature of inspections and investigations performed by the District within the City that occur each year during the term of this agreement. The District further agrees to provide an annual report indicating the number and type of fire service, EMS service and hazardous materials calls responded to by the District within the City over the course of the year.
10. **Law Enforcement.** The City agrees that in the event the District shall request law enforcement assistance in support of an inspection or investigation within the City, the City shall provide such support, as officers may be available, and within the reasonable exercise of the City's discretion in responding to law enforcement calls. The City assumes no liability for its failure to provide such support by reason of its need to respond to other calls
11. **Enforcement of City Codes.** The City agrees during the term of this Agreement to enact and enforce building and fire codes at a level at least equal to the codes and enforcement established by the State. The District agrees to provide the City Building Official with assistance and recommendations for the preparation of fire safety codes.
12. **General Terms.**
 - 12.1. **Liability.** Except as provided below, each of the parties shall, at all times, be responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only, and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including attorney's fees and other costs of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract. The District shall assume no liability for conditions existing prior to the commencement of this Agreement.
 - 12.2. **Insurance.** The District shall provide evidence of commercial insurance coverage for all operations, facilities, equipment and personnel of the District. The insurance shall include all risk property insurance, insuring District equipment and buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000 per occurrence; errors and omissions insurance including civil rights coverage, covering the actions of the District and its legislative body with a minimum policy limit of \$2,000,000 per occurrence; boiler and machinery insurance, and a fidelity bond covering the actions of District personnel. The District shall furnish to the City appropriate documentation showing that such coverage is in effect and that the City is named as an additional insured on the policies where permitted by the insurance carrier.
 - 12.3. **City Council Meeting.** The District Chief or Chief's designee shall attend meetings of the City Council when requested to do so by the City.
 - 12.4. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed first class, postage prepaid addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing. Notices to the City shall be directed to the City Building Official. Notices to the District shall be directed to the Chief.

- 12.5. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.
- 12.6. **Modification.** This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties.
- 12.7. **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default.
- 12.8. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 12.9. **Litigation.** In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.
- 12.10. **Renegotiation of Terms.** With the exception of the term of this Agreement provided in Paragraph 1, either party that wishes to renegotiate any provision of this Agreement may give to the other party thirty (30) days written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice, they shall engage in good faith negotiation.
- 12.11. **Replacement.** This Agreement shall supersede any previous contracts for enhanced services between the parties including, but not limited to the 1990 Fire Protection Services Interlocal Agreement as amended and the 2005 Public Works Shop Facility Use Agreement.

Approved this _____ day of _____, 201__

Dave LaFave, Fire Chief

Notification Address:
701 Vine Street
Kelso, WA 98632

APPROVED AS TO FORM:

City of Kelso

Steven Taylor, City Manager

Notification Addresses:
P.O. Box 819
203 South Pacific Avenue
Kelso, WA 98632

ATTEST:

City Clerk

EXHIBIT A

ENHANCED SERVICES INTERLOCAL AGREEMENT
BETWEEN
CITY OF KELSO AND COWLITZ 2 FIRE AND RESCUE

Enhanced Services Fees

	2014
Kelso – Building Inspection / Plan Review	\$65,000.00
Enhanced Response Services	\$56,336.00
Protection of City Property	\$37,616.00
Fire Investigation	\$12,000.00
Total	\$170,952.00

The annual fee shall be paid in four equal quarterly installments during the normal City claims payments made in February, May, August, and November of each year.

Payment for partial year prorated on a per month basis.

Unless negotiated otherwise between the City and the District, annual increases shall be determined by the District and shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U) for Portland, Oregon, as determined by the U.S. Dept. of Labor.



Cowlitz 2 FIRE & RESCUE

REC'D CLERK
JAN 09 2012
CITY OF KELSO

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 6th day of January, 2012, between the CITY OF KELSO, a municipal corporation, referred to as "CITY" and COWLITZ 2 FIRE & RESCUE, a municipal corporation, referred to as "DISTRICT."

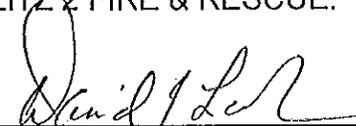
Due to the current distressed economic conditions, the CITY and the DISTRICT agree that the current annual fee of \$300,000 identified in the Interlocal Agreement for Fire and Emergency Medical Services with the CITY dated January 1, 1991, will again be temporarily reduced to \$240,000 for the 2012 budget year. Effective January 1, 2013, the Interlocal Agreement fee shall be restored to the full \$300,000 unless otherwise agreed to in writing after further negotiation between the parties. This MOU will not alter other provisions of the Agreement.

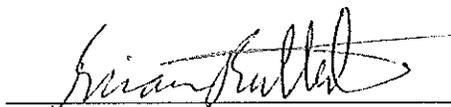
DATED this 6th day of January, 2012.

CITY OF KELSO:

COWLITZ 2 FIRE & RESCUE:


City Manager


Fire Chief


City Clerk


District Secretary

Memorandum of Understanding

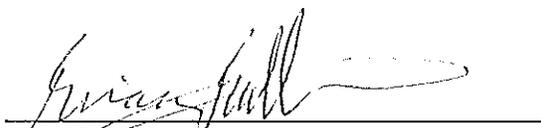
27th THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this day of October, 2010, between the CITY OF KELSO, a municipal corporation, referred to as "CITY" and COWLITZ 2 FIRE & RESCUE, a municipal corporation, referred to as "DISTRICT."

Due to the current distressed economic conditions, the CITY and the DISTRICT agree that the current annual fee of \$300,000 identified in the Interlocal Agreement for Fire and Emergency Medical Services with the CITY dated January 1, 1991, will be temporarily reduced to \$240,000 for the 2011 budget year. Effective January 1, 2012, the Interlocal Agreement fee shall be restored to the full \$300,000 unless otherwise agreed to in writing after further negotiation between the parties. This MOU will not alter other provisions of the Agreement.

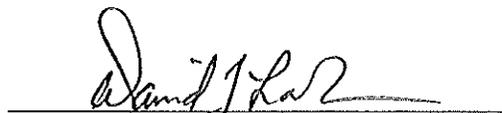
DATED this 27th day of October, 2010.

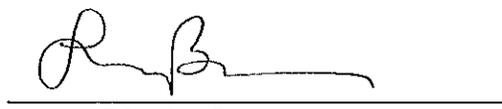
CITY OF KELSO:


City Manager


City Clerk

COWLITZ 2 FIRE & RESCUE:


Fire Chief


District Secretary

USE AGREEMENT

THIS AGREEMENT is entered into this 7th day of April, 2005, between the CITY OF KELSO, a municipal corporation, referred to as CITY and COWLITZ 2 FIRE & RESCUE, a municipal corporation, referred to as "DISTRICT."

The CITY owns and operates a shop facility located at 2300 Parrott Way, Kelso, Washington, which contains sufficient available space that the DISTRICT could use for vehicle repair and maintenance purposes. The DISTRICT fire department serves the entire city and it would therefore be in the best interest of both parties for the DISTRICT to have available an adequate vehicle and equipment maintenance and repair facility. The DISTRICT shall incorporate a credit for the value of the described shop at a mutually agreeable current market rental value, when evaluating or negotiating the Payment by the City for Services and the annual fee in the interlocal agreement for fire and emergency medical services with the City. Both parties agree that the current annual fee of \$300,000 was determined by incorporating a credit for the shop rental value against the DISTRICT cost of providing the services required by the interlocal agreement for fire and emergency medical services.

It is the purpose of this Agreement to provide the terms and conditions under which the CITY will provide the necessary space to the DISTRICT.

1. Area of Building: The area of the building; which may be used and occupied on a non-exclusive basis by the DISTRICT on a twenty-four hour per day, seven-day per week basis consists of approximately 5,800 square feet located in the central portion of the building and approximately 3,000 square feet of storage space located outside of the building. The DISTRICT'S authorization is to use a limited space within the building and at no time shall the building itself be under the care, custody or control of the DISTRICT. The DISTRICT shall also have the non-exclusive use of the area adjacent to the building for ingress and egress and for reasonable parking of DISTRICT employee vehicles.

2. Use of Area: The DISTRICT agrees to use the premises as a vehicle and equipment repair and maintenance facility and will not make any unlawful, improper or offensive use of the premises, or any use or occupancy of the premises contrary to any law of the State or any ordinance of the County or City. Only vehicles and equipment owned or leased by the DISTRICT, the CITY, or other fire districts or departments utilizing the DISTRICT'S shop services, will be repaired in the premises, and all work shall be performed by DISTRICT personnel.

3. Alterations: The DISTRICT agrees that it will not make structural alterations or additions in or to the premises without the written consent of the CITY. The DISTRICT may, however, make nonstructural alterations and install trade fixtures on the premises, provided that such alterations and installations shall not adversely affect the use of the remainder of the building by the CITY. In the event of the termination of this Use Agreement, the DISTRICT agrees that it will remove all alterations and trade fixtures installed during the term of this Agreement and shall restore the portion of the premises used by the District to the condition it was at the beginning of the term of this Agreement, reasonable wear and tear excepted; provided, however, that if the DISTRICT shall make permanent improvements to the building with the CITY'S consent,

such improvements shall remain in the building in the event of the termination of this Agreement.

4. Liability: The DISTRICT agrees to indemnify, defend, and hold the CITY harmless from all damages of every kind or nature that may be claimed or accrue that arise out of the DISTRICT'S use and occupation of the portion of the building and the actions of the DISTRICT'S personnel conducted on the premises under the terms of the Agreement; provided, however, the DISTRICT shall not be liable for actions, damages or injuries arising out of the actions of the CITY or its personnel in the occupation and use of the building or for any actions, damages or injuries arising out of latent defects in the building itself.

5. Insurance: The DISTRICT agrees to provide evidence of commercial general liability insurance with at least two million dollar per occurrence; combined single limit coverage for all activities conducted by the DISTRICT on the premises.

6. Maintenance: The DISTRICT agrees to maintain the area of the building used by the DISTRICT in a clean and orderly fashion. The parts, supplies and disassembled portions of vehicles and equipment will be stored and maintained in proper manner to avoid accidents and to avoid disruptions and use of other portions of the building.

7. Telephone and Utilities Service: The DISTRICT will provide telephone service and installation of telephone equipment to the premises used by the DISTRICT. The DISTRICT agrees to pay for the electricity it uses as measured by a device installed for that purpose and to pay its shop square footage proportionate share of water and sewer services furnished to the premises and utilized by the DISTRICT, using the number of employees that work in or are based in the facility.

8. Hazardous Materials: In the event it shall be necessary for the DISTRICT to use or store hazardous materials in the building, such storage shall be conducted in accordance with the statute and regulations of the State of Washington relating to the use and storage of hazardous materials. Storage of such materials shall be limited to a quantity sufficient to meet the requirements of the DISTRICT.

9. Building Access: Authorized personnel of the DISTRICT shall have access to the building on a twenty-four hour per day, seven-day per week basis. The DISTRICT agrees that if the DISTRICT or the DISTRICT personnel are negligent in the use and occupation of the premises and if such negligence is the cause of damage to the facility or damage to or loss of CITY tools or supplies located in the premises, the DISTRICT shall be responsible for such damages or loss.

10. Term: The term of this AGREEMENT shall be on the date of the AGREEMENT and shall continue until either party provides thirty days written notice of termination to the other party.

11. Attorney's Fees: In the event it shall be necessary for either party to employ an attorney to enforce any of the provisions of this AGREEMENT, the non-prevailing party agrees to pay all reasonable costs and attorney's fees incurred by the prevailing party in such actions.

12. Modification: This AGREEMENT represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this AGREEMENT shall be binding on either party unless executed in writing by authorized representatives of each of the parties. The AGREEMENT shall not be modified, supplemented, or otherwise affected by the course of dealing between the parties.

DATED this 7th day of April, 2005.

CITY OF KELSO:

A. K. Johnson
City Manager

COWLITZ 2 FIRE & RESCUE:

Dandy L. R.
Chief

Deputy Cindy A. Keeney
City Clerk

Secretary

COPY

AGREEMENT

COPY

This agreement is entered into between COWLITZ COUNTY FIRE PROTECTION DISTRICT NO. 2, a municipal corporation, hereafter referred to as "District", and the CITY OF KELSO, a municipal corporation, hereafter referred to as "City".

It is acknowledged by the parties that the District has no statutory duty to provide building inspection services that might be required under the uniform fire code or any ordinances of the City and has no authority or duty to enforce any provisions of such codes or to enforce any ordinances of the City. The authority of the District to provide such services within the City is established by this agreement.

The City has been annexed into the District and the District, provides fire prevention, fire suppression, emergency medical and hazardous materials incident response services within the boundaries of the City.

This agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031 and in conformity with RCW 39.34, the Interlocal Cooperation Act.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date and Termination Agreement.** This agreement shall be effective on January 1, 1991, and shall be automatically renewed on January 1 of each year unless written notice of termination is given by the legislative body of the District or the City Manager, to the other party prior to the first day of October of the calendar year in which this contract shall terminate.
2. **Definitions.** The following phrases as used in this agreement shall have the meanings indicated.
 - 2.1 *Advanced life support* means invasive emergency medical services requiring advance medical treatment skills as defined by chapter 18.71 RCW.
 - 2.2 *Basic life support* means noninvasive emergency medical services requiring basic medical treatment skills as defined in chapter 18.73 RCW.

3. **Services.** The District agrees to furnish the following services to the City:

- 3.1 The District agrees to furnish fire protection, basic life support and advanced life support services and hazardous materials incident first response services to all persons and property located within the City including City owned or leased real and personal properties. Such services shall be rendered on a basis equal to or greater than such protection is rendered to other areas within the District or with which the District has contracts, but the District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergencies occurring within the City and outside of the City whereby facilities of the District are taxed beyond its ability to render equal protection, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls. The District, however, agrees that it will staff its headquarters station, located within the City, with full time, fully paid fire fighters. In the event that the District shall be required to dispatch such personnel to the scene of an emergency outside of the City, personnel and equipment from District stations located outside of the City limits will be immediately reassigned to the headquarters station to insure that emergency services are available within the City at all times.
- 3.2 During the term of this agreement, the District shall furnish emergency medical services within the geographical boundaries of the City and any areas that may be annexed to the City. All emergency medical services supplied by the District and the vehicles and personnel used to supply such services shall meet the statutory and regulatory requirements set forth in chapters 18.71 and 18.73 RCW and chapters 248-15 and 248-71 WAC.
- 3.3 The District agrees to provide inspection services in accordance with the uniform fire code within the City. The City shall by ordinance vest the District Chief and Fire Marshal with authority to administer and enforce the uniform fire code. The District's obligation will consist of providing the required inspections; notifying the building owners or occupants and the City Attorney of any fire code violations and of the remedial measures

necessary to affect code compliance; perform a reinspection of the facilities to determine compliance; and, if the property remains in violation of the fire code, to consult with the City Attorney, to issue citations where appropriate and provide evidence and testimony in subsequent court proceedings. All subsequent legal procedures that may be available to enforce compliance with the fire code will be the responsibility of the City Attorney.

- 3.4 Plan review services in accordance with the uniform fire code for proposed new construction.
 - 3.5 The services of the District Fire Chief and Fire Marshal who shall serve in such capacity for the City.
 - 3.6 Administration of the uniform fire code as adopted by the City.
4. **Payment by City for Services.** In exchange for the services to be supplied by the District, the City agrees as follows:
- 4.1 To pay a minimum annual fee of three hundred thousand dollars (\$300,000.00) per year during the term of this agreement. This fee is based on the level of services that the District agrees to provide under the agreement and on the physical status of the City at the time of the execution of the agreement, that is, the geographical boundaries and nature of commercial and industrial facilities within the City boundaries. The parties agree to review the District's projected budget for the following year and to negotiate any additional increase that may be necessary.
 - 4.2 In the event that the City contemplates issuing a permit for the construction of any facilities which would require the District to provide specialized equipment, services, or training not contemplated at the time of the execution of this agreement, and not within the current capabilities of the District, the annual fee will be increased by an amount to be negotiated by the parties.
 - 4.3 The annual fee shall be paid in four equal quarterly installments beginning

February 15th of each year.

- 4.4 The District is required by RCW 84.52.020 to file its budget and tax levy with the county on or before November 15th of each year. To enable the District to meet the deadline, the parties agree to commence the annual fee negotiations provided for in paragraph 4.1 and 4.2 no later than September 15th of each year.
5. **District Budget.** The proposed District annual budget shall be submitted to the City Manager three (3) weeks prior to its final adoption by the District Board of Commissioners for the Manager's review and comment. The Board of Commissioners shall review and consider any comments received from the City prior to final adoption of the budget.
6. **Enforcement of City Codes.** The City agrees during the term of this agreement to enact and enforce building and fire codes at a level at least equal to the codes and enforcement provided by Cowlitz County within the area of Cowlitz County served by the District. The City further agrees to consult with the District in the preparation and enactment of suitable water and hydrant codes relating to placement of water lines, capacity of water lines, spacing and design of hydrants and fire flow requirements. The District agrees to provide the City with its recommendations and requirements in respect to such code provisions.
7. **Police Support.** The City agrees that in the event the District shall require police assistance at the scene of any emergency within the City limits, that the City shall provide the necessary police support services if available.
8. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.
9. **Insurance Coverage.** The District agrees to provide insurance coverage for the station facilities owned by the District. The District agrees to provide insurance

coverage for all fire and medical service vehicles owned or operated by the District. The District further agrees to provide insurance coverage covering the actions of personnel of the District. The District agrees to include the City as an additional insured on all insurance policies covering the District's facilities and operations. The public liability insurance coverage provided by the District shall be not less than one million dollars (\$1,000,000.00), per occurrence, combined single limit.

10. **City Maps.** The City shall furnish the District a proper chart or map showing all roads and hydrants, and shall keep such map up-to-date as changes and alterations are made.
11. **City Equipment.** During the term of this agreement, the District shall have possession of and the right to the use of all City fire fighting personal property. If any items of personal property are required to be returned by the District to the City after the termination of the agreement, the return of such items shall be subject to normal wear and tear from usage. In the event that any items have been consumed or destroyed without the fault of the District during the course of this agreement, such items need not be returned. In the event that any items of such property become obsolete, or are in need of replacement, in the opinion of the District, the City shall declare such items surplus and the items shall be disposed of for the best price obtainable, in accordance with applicable statutory requirements. The funds received from the sale of the items shall be paid to the District for the purpose of applying such funds to the cost of replacement items. Replacement items purchased by the District shall constitute property of the District.
12. **Maintenance of City Equipment and Property.** All equipment (including vehicles) owned by the City and used by the District shall be reasonably maintained by the District in operable condition during their useful life; normal wear and tear and damage by the elements excepted.
13. **Equipment Location.** The District equipment listed on Exhibit "A" shall be assigned to and stationed in the District station located within the City of Kelso, when practicable, provided however, that such equipment may be used for and temporarily stationed at other locations within the District for a period not to

exceed sixty (60) days without approval of the City when deemed necessary by the Fire District administration. In the event that such District equipment shall be out of service, the District agrees to temporarily assign comparable equipment to the Kelso station as deemed necessary by the Fire District administration. The District Fire Department administration shall advise the City of any proposed permanent assignment, changes, or replacements of any equipment listed on Exhibit "A" prior to the time that the permanent change shall become effective. Such notification shall be made as soon as is practicable.

14. **Annual Report.** The District shall provide the City with an annual report of the operations of the District showing the facilities and equipment owned or operated by the District and the District personnel employed as paid or volunteer employees.
15. **Annual Meeting.** The Board of Commissioners of the District, the City Council and respective staff personnel, shall hold an annual joint meeting to review the operation of the fire department during the preceding year and to discuss the operating budget and capital improvement budget for the following year. This meeting shall be set at an agreeable time on or before June 1. The City may request special meetings of the Board of Commissioners as the need arises.
16. **Commissioner's Meetings.** The Kelso City Manager or the Manager's designee may attend all regular and special meetings of the District Board of Commissioners.
17. **Arbitration.** Any controversy which shall arise between the City and the District regarding the rights, duties or liabilities hereunder of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the City, one by the District and one by the two so selected. In the event the two arbitrators are unable to agree on the third arbitrator, the selection shall be made by the Cowlitz County Superior Court. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts and in accordance with chapter 7.04 RCW.
18. **Notices.** All notices, requests, demands and other communications required by

this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

19. **Severability.** If any provision of this agreement or its application is held invalid, the remainder or the agreement or the application of the remainder of the agreement shall not be affected.

20. **Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the parties.

21. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

Dated: DECEMBER 11, , 1990

Dated: December 12, , 1990

CITY OF KELSO

COWLITZ COUNTY FIRE PROTECTION
DISTRICT NO. 2

By: Donald B. Gregory
MAYOR

By: George Moore
Chair of Board of Commissioners

Attested By:

Shirley K. ...
City Clerk

By: Shirley K. ...
Secretary

Approved as to form:

Patrick P. ...
City Attorney

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Proposed Three Rivers Regional Wastewater Authority (TRRWA) annexation into Longview

Agenda Item: _____

Dept. of Origin: Public Works Department

For Agenda of: November 5, 2013

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Proposed annexation map

SUMMARY STATEMENT:

TRRWA, our regional wastewater treatment plant, has experienced escalating fire and emergency service costs in the past few years. Municipal facilities within city limits are exempt from such fees. As a result we have investigated the possibility of annexation and expressed our aspiration for such an option. The neighboring property owner proposing an annexation and the City of Longview is inquiring as to the desire of the TRRWA to be a part of this action. It is being proposed that the sewer treatment plant be added to this City of Longview annexation. This would have the advantage of eliminating the current annual \$58,510.60 fire service contract fee. However, being in Longview city limits would result in stormwater fees being charged to TRRWA. The stormwater fee would be \$2,179.64 per year.

Each entity is being asked to confirm their support for this action prior to continuing in the process. A map of the proposed area is attached.

FINANCIAL SUMMARY:

See above summary

RECOMMENDED ACTION:

Staff recommends that Council make a motion to recommend Longview annexation of the Three Rivers Regional Waste Water Authority property.



Exhibit A
Proposed Annexation: ANX 2013-1

Proposed to be added:
Lockyear

Proposed to be added:
Port of Longview

Proposed to be added:
Sewer Treatment Plant

Port of Longview

Legend

- Longview City Boundary
- Parcels
- Shaded Longview City Boundary
- Annexation Petition Area
- Water Bodies



s:/put path name of project here!!

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Authorize purchase of new Street Sweeper for budget year 2013 and authorize City Manager's signature on the necessary purchase order when invoiced.

Agenda Item: _____

Dept. of Origin: Public Works

For Agenda of: November 5, 2013

Cost of Item: _____

City Manager: Steve Taylor

PRESENTED BY:

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

Agenda Item Attachments:

Cooperative Purchasing Agreement
Sweeper Price Comparison Matrix

SUMMARY STATEMENT:

The 2003 Elgin Sweeper we purchased used for \$45,000 in 2006 is estimated to cost \$25,000 to repair. The cost is really more than the sweeper is worth. This time of year is critical for keeping the street clean for street flooding prevention. We are currently renting a sweeper for \$5,000 per month. \$337,600.00 is estimated to be available in the equipment reserve fund street reserves, but funding will require authorization by supplemental budget.

We have investigated purchasing a replacement sweeper and discovered that using National Joint Powers Alliance based out of Minnesota instead of the State purchasing system that we would normally use would save around 7% of the cost. Attached is a summary comparison of two local distributors in Portland.

Staff visited and reviewed the two vehicles. The Elgin crosswind has a short wheel base, which enhances maneuvering capability. The Elgin also has the best available package price.

RECOMMENDED ACTION:

Staff recommends that:

1. City Council make a motion to approve the Cooperative Purchasing Agreement with the National Joint Powers Alliance.
2. City Council make a motion to approve the purchase of the Elgin Street Sweeper in the amount of \$191,149.50 and authorize the City Manager's signature on the necessary purchase orders when invoiced.

COOPERATIVE PURCHASING AGREEMENT

The City of Kelso, Washington, in accordance with the Revised Code of Washington (RCW) Chapter 39.34 and to all other applicable laws, and State of Minnesota, Materials Management Division hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each agency is responsible for compliance with its applicable laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) they purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

National Joint Powers Alliance

City of Kelso, State of Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Cost Comparison

Vendor	<u>Owen Equipment</u>	<u>Enviro Clean</u>	
Model	2012 Elgin Crosswind J Demo Unit Classed as new.	2014 A-7000 Schwarze	
	Chassis hours	316	New
	Chassis miles	3000	New
	Aux. motor hours	127	New
Trade-in Value	\$ 15,500.00	\$ 25,000.00	
NJPA Price	\$ 234,580.00	\$ 208,390.00	
Demo Discount	\$ 42,580.00	\$ -	
Net Price	\$ 176,500.00	\$ 183,390.00	
Tax	\$ 14,649.50	\$ 15,221.37	
Total	\$ 191,149.50	\$ 198,611.37	

To purchase off the Washington State Bid, would add:
\$13,290.00 \$ 11,432.00

*Neither Vendor offered in-house lease-to-own options.

Some items that stand out with the Elgin Crosswind over the Schwarze are:

- * Maneuverability
- * Operator comfort
- * Past experience with Owen Equipment service shop and their ability to perform maintenance services in a reasonable time frame.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

2nd reading for an Ordinance
Fixing the rates to be charged by the City of Kelso
for furnishing garbage service, effective Dec. 1,
2013

Agenda Item: _____

Dept. of Origin: Public Works Department

For Agenda of: November 5, 2013

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Solid Waste Fund Budget Analysis – 1st proposed rate increase
Solid Waste Fund Budget Analysis – New proposed rate increase

SUMMARY STATEMENT:

At the October 15th regular meeting, the City Council approved on first reading an ordinance that provides necessary changes relating to KMC 8.04.090 reflecting rates to be charged by the City of Kelso for furnishing garbage service effective December 1, 2013.

In 1999, the City negotiated a “flat rate” contract with Waste Control that included limited CPI growth. By 2009, the Solid Waste Fund had accumulated over \$620,000.00 in rate Stabilization Reserves. This reserve balance enabled us to prevent rate increases to the citizens through 2009. During that same time period, the City experienced a 6% cost increase and the consumer price index rose by 37.7%. In 2010 a program of modest incremental increases was implemented to ease transition from the previous 10 year flat rate while incorporating the additional costs the County would incur through the development of a new landfill.

In the ten years prior to the first increase in 2010, residential rates were among the lowest in the state at \$10.30/month. Then in 2010 the residential rates were increased to \$10.51/month as authorized per Resolution No. 09-1011 adopted by City Council December 15, 2009. Previous commercial container sizes and rates were not listed in the schedule but were added to the 2011 resolution. In 2010 the rate increase was only 2% and in 2011 the residential rate increased by 2.5% to \$10.77/month. There was no increase in 2012 and there was a 3% increase for 2013. All of these rate adjustments also encompass the affects of annual CPI growth.

The City Council received an update from the County at the September 3, 2013 council meeting regarding the increases in development costs for the new landfill. The effect of this new information alone will result in a rate increase of 8.4%. An additional amount is necessary as previously discussed with council to complete the transition from the ten year flat rate and new CPI costs. Staff recommended two different options to City Council on September 17. The option that was selected was purported as having the advantage of maintaining a larger and more secure ending fund balance of about 15%. This included increases of 12.5%, 3%, and 1% in December of 2013, 2014, and 2015 respectively.

Additional analysis of 2013 revenues received and expenses incurred, as well as updated costs related to the Waste Control contract revealed the proposed rate increases contained within the first reading of the ordinance will need to be modified in order to meet fund reserve and cash flow needs. Staff is recommending the following new proposed rate increases:

(Rates to be effective December 1st of each year below)

<u>Year</u>	<u>1st proposed increase</u>	<u>New proposed increase</u>
2013	12.5%	16.5%
2014	3%	5%
2015	1%	5%

A draft budget breakdown is attached to this summary. With these proposed rate increases, the projected 2016 ending fund balance including approximately \$95,000 in net receivables is \$178,000 or 12% of annual expenditures. The original proposed rate increases of 12.5%, 3%, and 1% would leave a 2016 ending fund balance of (-\$39,000).

FINANCIAL SUMMARY:

See attached budget summaries.

RECOMMENDED ACTION:

Staff requests direction on new proposed solid waste rate increases and will bring revised ordinance back to Council for consideration at the November 19th regular meeting.

**City of Kelso
Solid Waste Rate Increase Analysis
10/31/2013**

	12/31/2012	Current Year 2013	2014	2015	2016	
Proposed Rate Increase			1.125	1.03	1.01	
BEGINNING AVAILABLE CASH BALANCE*		303,823	184,906	68,293	(35,300)	
BEGINNING FUND BALANCE DRAWDOWN		118,917	116,613	98,840	103,592	(134,140) (Ending Balance 12/31/2016)
COORDINATED PREVENTION GRANTS		17,736	18,000	18,000	18,000	
RESIDENTIAL FEES		520,000	585,000	602,550	608,576	
COMMERCIAL FEES		631,000	709,875	731,171	738,483	
RESIDENTIAL RECYCLING FEES		22,000	22,000	22,000	22,000	
INVESTMENT INTEREST		500	500	500	500	
		<u>1,310,153</u>	<u>1,451,988</u>	<u>1,473,061</u>	<u>1,491,151</u>	
STATE EXAMINER'S CHARGES		2,200	2,200	2,300	2,350	
COUNTY LANDFILL COSTS		345,000	446,760	446,760	446,760	
SALARIES		12,000	6,250	6,375	6,566	
BENEFITS		1,800	940	956	985	
SUPPLIES		1,000	1,000	1,000	1,000	
PROFESSIONAL SERVICES (SOLID WASTE)		670,000	683,400	697,068	711,009	2% COLA
PROFESSIONAL SERVICES (RECYCLING)		23,000	23,460	23,930	24,408	2% COLA
PREVENTION GRANTS - RECYCLING		21,000	24,000	24,000	24,000	
POSTAGE		3,500	3,500	3,500	3,500	
INSURANCE		1,753	1,800	1,850	1,900	
HARDWARE MAINTENANCE		400	400	400	400	
SOFTWARE MAINTENANCE		2,500	2,500	2,500	2,500	
MISCELLANEOUS EXPENSE		6,000	6,000	6,000	6,000	
STATE UTILITY EXCISE TAX		64,000	72,428	74,565	75,298	
CITY B & O TAX		91,500	105,350	108,458	109,525	
ADMINISTRATIVE SERVICES		59,000	61,000	62,200	63,500	
INTERDEPARTMENTAL SERVICES		10,500	11,000	11,200	11,450	
		<u>1,315,153</u>	<u>1,451,988</u>	<u>1,473,061</u>	<u>1,491,151</u>	

(*Does not include approx. \$95,000 in net receivables)

**City of Kelso
Solid Waste Rate Increase Analysis
10/31/2013**

	12/31/2012	Current Year 2013	2014	2015	2016	
Proposed Rate Increase			1.165	1.05	1.05	
BEGINNING AVAILABLE CASH BALANCE*		303,823	184,906	108,117	118,100	
BEGINNING FUND BALANCE DRAWDOWN		118,917	76,789	34,623	(9,982)	83,477 (Ending Balance 12/31/2016)
COORDINATED PREVENTION GRANTS		17,736	18,000	18,000	18,000	
RESIDENTIAL FEES		520,000	605,800	636,090	667,895	
COMMERCIAL FEES		631,000	735,115	771,871	810,464	
RESIDENTIAL RECYCLING FEES		22,000	22,000	22,000	22,000	
INVESTMENT INTEREST		500	500	500	500	
		<u>1,310,153</u>	<u>1,458,204</u>	<u>1,483,084</u>	<u>1,508,876</u>	
STATE EXAMINER'S CHARGES		2,200	2,200	2,300	2,350	
COUNTY LANDFILL COSTS		345,000	446,760	446,760	446,760	
SALARIES		12,000	6,250	6,375	6,566	
BENEFITS		1,800	940	956	985	
SUPPLIES		1,000	1,000	1,000	1,000	
PROFESSIONAL SERVICES (SOLID WASTE)		670,000	683,400	697,068	711,009	2% COLA
PROFESSIONAL SERVICES (RECYCLING)		23,000	23,460	23,930	24,408	2% COLA
PREVENTION GRANTS - RECYCLING		21,000	24,000	24,000	24,000	
POSTAGE		3,500	3,500	3,500	3,500	
INSURANCE		1,753	1,800	1,850	1,900	
HARDWARE MAINTENANCE		400	400	400	400	
SOFTWARE MAINTENANCE		2,500	2,500	2,500	2,500	
MISCELLANEOUS EXPENSE		6,000	6,000	6,000	6,000	
STATE UTILITY EXCISE TAX		64,000	74,960	78,648	82,520	
CITY B & O TAX		91,500	109,033	114,397	120,029	
ADMINISTRATIVE SERVICES		59,000	61,000	62,200	63,500	
INTERDEPARTMENTAL SERVICES		10,500	11,000	11,200	11,450	
		<u>1,315,153</u>	<u>1,458,204</u>	<u>1,483,084</u>	<u>1,508,876</u>	

(*Does not include approx. \$95,000 in net receivables)

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

1st Reading of an Ordinance Setting Stormwater Rates

Agenda Item: _____

Dept. of Origin: _____ Public Works _____

For Agenda of: _____ November 5, 2013 _____

Cost of Item: _____ No cost _____

City Manager: _____ Steve Taylor _____

PRESENTED BY:

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

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance
AWC Stormwater Rate Summary

SUMMARY STATEMENT:

In order to comply with the current and new stormwater permits and to maintain the City's stormwater system, the City is proposing continuing the budgeted 3% increase in stormwater utility rates for residential and commercial properties in 2014. The residential stormwater utility rate of \$7.12/month in 2010 was increased to \$7.33/month, and the planned 2014 three percent increase would be at \$7.55/mo. The new monthly service charges for commercial properties are listed in the attached proposed ordinance. These increases are needed due to expanded permit requirements, a lack of state grants, inflation and higher costs of maintenance.

The state imposed a new Western Washington Phase II Municipal Stormwater Permit on the City in 2007 and it expired with the implementation of a new 5-year permit on August 1, 2013. During the first permit cycle, the City used several state grants to develop and implement many permit requirements. The state moved towards competitive grants with its last grant and the City was not successful in securing a competitive grant. It appears future automatic grants will not be forthcoming or will at least be competitive. The new permit increases implementation responsibilities. These include items such as increased catch basin inspection and cleaning, increased plan reviews, increased inspection of private stormwater facilities, increased inspections of the stormwater system for illicit discharges for connections and more. We are part of a collation appealing the onerous elements of this new permit.

Since 2010, the Bureau of Labor Statistics indicates that the inflation rate, based on the Consumer Price Index, was 7.3 % or about 2.4% per year. The proposed residential rate of \$7.55/month is lower on average than other cities in Washington. The attached 2012 AWC Stormwater Rate Summary shows a median stormwater rate of \$7.38/month and an average of \$8.78/month for residences in Washington cities.

The City's stormwater system needs to be repaired and improved to function fully and to help prevent flooding. Currently, many capital improvement projects are not funded and the recently completed stormwater master plan identifies several other projects that are not funded. Raising the stormwater utility rates will help fund these unfunded projects.

FINANCIAL SUMMARY:

This proposed increase provides planned funding for the adopted City budget.

OPTIONS:

- 1) Take no action.
- 2) Increase the stormwater utility rate as budgeted at the proposed 3% level.
- 3) Raise the stormwater utility rate higher than 3% to meet or exceed the state average, help fund current and forthcoming capital improvement projects.

RECOMMENDED ACTION:

Staff recommends a motion to adopt the proposed ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. ~~08-368912-3788~~ RELATING TO THE STORMWATER MANAGEMENT UTILITY BY ESTABLISHING A NEW BASE RATE FOR SINGLE-FAMILY PARCELS AND LISTING NEW MONTHLY SERVICE CHARGES FOR OTHER DEVELOPED PARCELS.

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

SECTION 1. That Ordinance No. ~~08-368912-3788~~, relating to the City’s stormwater management utility, is hereby amended to provide as follows:

System of Charges: The following monthly service charges are hereby established for all parcels of real property within the boundaries of the City of Kelso as they now exist or as they may be hereafter established for the purpose of carrying on the responsibilities of the stormwater management utility:

A. Undeveloped Parcels: Undeveloped parcels shall not be charged.

B. Single-Family Parcels: The monthly service charge for each single-family parcel shall be and ~~\$7.33~~ \$5 beginning in ~~2013~~ 2014, which shall hereafter be referred to as the “base rate.”

C. Multiple Family Parcels: Parcels with multiple dwelling units, such as duplexes, apartments, condominiums and mobile home parks, shall be charged the base rate for each dwelling unit address within the parcel.

D. Senior Citizens: Senior citizens shall be exempt from the stormwater sewer charge provided they apply and qualify for such a reduction per RCW 74.38.070.

For purposes of implementing this section, “low-income senior citizen” shall mean a person who is sixty-one (61) years of age or older and whose total income, including that of his/her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5), as it now exists or is hereafter amended. Further, for purposes of implementing this section, the definitions of “combined disposable income,” “disposable income,” and “co-tenant” shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.

E. Other Developed Parcels: The monthly service charge for all other developed parcels shall be determined by taking the total measured impervious surface area divided by the total acreage. The monthly service charge shall be determined by taking this percentage and using the following rate schedule to see what category any particular parcel falls into:

<u>CATEGORY DESCRIPTION</u>	<u>PERCENT OF IMPERVIOUS SURFACE</u>	<u>MONTHLY SERVICE CHARGE</u>
-----------------------------	--------------------------------------	-------------------------------

1. Very light	0% to 9%	\$3. 50 61/IA
2. Moderately light	10% to 24%	\$9. 23 51/IA
3. Light	25% to 39%	\$16. 07 55/IA
4. Moderate	40% to 54%	\$22. 97 3.66/IA
5. Moderately heavy	55% to 69%	\$29. 81 30.70/IA
6. Heavy	70% to 84%	\$37. 87 9.01/IA
7. Very heavy	85% to 100%	\$48. 28 9.73/IA

(IA means "Impervious Acre")

F. Minimum Charge: Notwithstanding the number of impervious units applicable to any individual property, the minimum monthly service charge for all developed properties shall be equal to the base rate.

SECTION 2. The rates established herein shall take effect on the customer's first billing cycle after January 1, ~~2013~~2014.

SECTION 3. 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~~2013.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AWC 2012 Tax and User Fee Survey Summary

Stormwater System

Approximately 97 cities currently have a stormwater utility. In 2007, new regulations went into effect requiring many cities to obtain National Pollutant Discharge Elimination System (NPDES) Phase II permits.

The permit is required of urbanized areas and cities with a population of 1,000 or more people. An estimated 77 NPDES Phase II cities have a stormwater utility; another 20 cities with a stormwater utility are not required to obtain the permit.

Number of Cities with Stormwater Utilities*	
Cities with stormwater utility	97
NPDES cities with stormwater utility	77
Non-NPDES cities with stormwater utility	20

*Data reflects only those cities responding to survey

Stormwater rates are based upon ERU (equivalent residential unit) or ESU (equivalent service unit). The number of square feet of impervious area included in an ERU or ESU varies by jurisdiction.

Stormwater Rates	
Average	\$8.78
Median	7.38
High	\$23.00
Low	\$1.50

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

SUBJECT TITLE:

1st Reading of an Ordinance of the City of Kelso declaring certain real property surplus and authorizing its transfer to the Consolidated Diking Improvement District No. 3 of Cowlitz County

Agenda Item: _____

Dept. of Origin: Public Works

For Agenda of: November 5, 2013

Cost of Item: _____

PRESENTED BY:

David M Sypher, P.E.
Public Works Director

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Ordinance surplus property and authorizing its sale to the District
Deed transferring property to the District
Legal description of property (Exhibit A)

SUMMARY STATEMENT:

At the formation of Cowlitz Diking District No. 3, several parcels along the levee were transferred to the District. Assessor's Parcel No. 24087 was not transferred and remained in City ownership. This strip of property is immediately adjacent to and abutting the District property. The property is encumbered with the levee and is necessary for flood protection. Because of its size, shape, and proximity to the levee, it may only be used for open space and diking purposes associated with the levee. The property was inadvertently not transferred at the District's formation.

Earlier this year, the City began negotiations to transfer the property to the District in return for payment of the property's assessed value. The District has countered requesting no monetary consideration. The transfer of this property would benefit the District by giving them control over property necessary for the operation of the levee. The transfer would benefit the City because it would no longer be required to pay Diking District assessments and other benefit assessments associated with the property, which cannot be used for anything but levee purposes. The City is authorized to transfer the property to the District by RCW 39.33.010

FINANCIAL SUMMARY:

Diking assessments are \$561.52 annually.

OPTIONS:

- Choose to keep the property and continue to pay diking assessments.

RECOMMENDED ACTION:

Staff recommends that City Council make a motion to approve the transfer of Assessor's parcel number 24087 to the CDID#3 and adopt the attached ordinance on first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING ITS TRANSFER TO THE CONSOLIDATED DIKING IMPROVEMET DISTRICT NO. 3 OF COWLITZ COUNTY

WHEREAS, the Consolidated Diking Improvement District No. 3 of Cowlitz County, Washington (“District”) owns and operates a levee within south Kelso; and

WHEREAS, the City owns a parcel of property adjacent to the levee, Parcel No. 24087, which is legally described in Exhibit A (“the Property”), which is immediately adjacent to and abutting District owned property; and

WHEREAS, this property was inadvertently omitted from the transfer to the District at the District’s formation; and

WHEREAS, because of its size, shape, and proximity to the levee, this property can only reasonably be used for diking purposes and would be better managed by the District as a part of its property; and

WHEREAS, the City and District have discussed the City’s transfer of this property to the District and the City believes it is in the best interest of the public to transfer this Property to the District; and

WHEREAS, pursuant to RCW 39.33.010, the City is authorized to transfer property to another municipality or political subdivision of the state,

WHEREAS, on ____, the City held a duly noticed public hearing to take public comment and has considered that comment in its deliberations;

NOW, THEREFORE,

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

SECTION 1. Property Declared Surplus. The City Council hereby declares that certain property known as Assessor's Parcel No. 24087, legally described in Exhibit "A", attached hereto and incorporated by this reference, ("the Property"), is surplus to the needs of the City.

SECTION 2. Transfer of Property Authorized. The City Council hereby approves of the transfer of the Property to the Consolidated Diking Improvement District No. 3 of Cowlitz County, Washington and authorizes the City Manager to execute a deed substantially in the form attached hereto as Exhibit "B", and to take such actions as may be necessary and incidental to the transfer of the Property to the District.

SECTION 3. SEVERABILITY. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 4. EFFECTIVE DATE. 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 ____ day of _____, 2013.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED:_____

EXHIBIT A

A tract of land located in the Daniel L. Huntington Donation Land Claim (DLC) in Sections 1 and 2, Township 7 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, bounded on the East by Superior Court Order (SCO) 3262, described as follows:

Commencing at the corner common to said Sections 1 and 2, and with Sections 11 and 12; thence South $86^{\circ}37'48''$ East a distance of 143.41 feet to $5/8''$ rebar with a plastic cap, marked "LS18087" as recorded on that certain survey recorded October 11, 1996 in Volume 15 of Surveys, page 197, records of Cowlitz County, being the Easterly line of Cowlitz County Assessor's Parcel No. 24091 and the Point of Beginning; thence North $45^{\circ}55'18''$ West ($N47^{\circ}01'43''W$, said survey) a distance of 246.24 feet; thence North $34^{\circ}27'17''$ West ($N35^{\circ}33'42''W$, said survey) a distance of 167.32 feet; thence North $25^{\circ}41'25''$ West ($N26^{\circ}44'43''W$, said survey) a distance of 288.84 feet; thence North $25^{\circ}49'24''$ West a distance of 26.26 feet; thence North $05^{\circ}32'06''$ East a distance of 299.60 feet; thence North $00^{\circ}25'54''$ West a distance of 409.52 feet; thence North $06^{\circ}23'50''$ East a distance of 326.36 feet; thence North $01^{\circ}8'36''$ West a distance of 401.60 feet; thence North $23^{\circ}35'06''$ West a distance of 834.14 feet; thence North $07^{\circ}32'36''$ West a distance of 51.74 feet to the North line of said Daniel L. Huntington (DLC); thence South $88^{\circ}01'52''$ East along said North line a distance of 122.65 feet to the Westerly line of said (SCO) 3262; thence Southerly along said Westerly line the following courses: South $01^{\circ}23'59''$ West a distance of 34.49 feet; thence South $19^{\circ}28'46''$ East a distance of 457.33; thence South $36^{\circ}58'46''$ East a distance of 197.98 feet; thence South $16^{\circ}58'46''$ East a distance of 238.82 feet; thence South $06^{\circ}01'14''$ West a distance of 720.80 feet; thence South $09^{\circ}18'46''$ East a distance of 296.44 feet; thence South $10^{\circ}27'14''$ West a distance of 362.71 feet; thence South $24^{\circ}33'46''$ East a distance of 394.67 feet; thence South $45^{\circ}03'46''$ East a distance of 378.52 feet to the Southerly line of said Section 1; thence North $86^{\circ}37'48''$ West along said Southerly line a distance of 107.27 feet to the Point of Beginning.

Subject to reservations, restrictions and easements of record.

Quit Claim Deed

FILED FOR RECORD AT REQUEST OF
Consolidated Diking Improvement District No. 3
1600 – 13th Avenue South
Kelso, WA 98626
PARCEL NO. 24087

THE GRANTOR(S): **THE CITY OF KELSO**, for and in consideration of mutual benefits, hereby conveys and quit claims to **CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 3 OF COWLITZ COUNTY, WASHINGTON**, a district organized under the laws of the State of Washington, their interest in the following described real estate, situated in the County of Cowlitz, State of Washington:

A tract of land located in the Daniel L. Huntington Donation Land Claim (DLC) in Sections 1 and 2, Township 7 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, bounded on the East by Superior Court Order (SCO) 3262, described as follows:

Commencing at the corner common to said Sections 1 and 2, and with Sections 11 and 12; thence South 86°37'48" East a distance of 143.41 feet to 5/8" rebar with a plastic cap, marked "LS18087" as recorded on that certain survey recorded October 11, 1996 in Volume 15 of Surveys, page 197, records of Cowlitz County, being the Easterly line of Cowlitz County Assessor's Parcel No. 24091 and the Point of Beginning; thence North 45°55'18" West (N47°01'43"W, said survey) a distance of 246.24 feet; thence North 34°27'17" West (N35°33'42"W, said survey) a distance of 167.32 feet; thence North 25°41'25" West (N26°44'43"W, said survey) a distance of 288.84 feet; thence North 25°49'24" West a distance of 26.26 feet; thence North 05°32'06" East a distance of 299.60 feet; thence North 00°25'54" West a distance of 409.52 feet; thence North 06°23'50" East a distance of 326.36 feet; thence North 01°8'36" West a distance of 401.60 feet; thence North 23°35'06" West a distance of 834.14 feet; thence North 07°32'36" West a distance of 51.74 feet to the North line of said Daniel L. Huntington (DLC); thence South 88°01'52" East along said North line a distance of 122.65 feet to the Westerly line of said (SCO) 3262; thence Southerly along said Westerly line the following courses: South 01°23'59" West a distance of 34.49 feet; thence South 19°28'46" East a distance of 457.33; thence South 36°58'46" East a distance of 197.98 feet; thence South 16°58'46" East a distance of 238.82 feet; thence South 06°01'14" West a distance of 720.80 feet; thence South 09°18'46" East a distance of 296.44 feet; thence South 10°27'14" West a distance of 362.71 feet; thence South 24°33'46" East a distance of 394.67 feet; thence South 45°03'46" East a distance of 378.52 feet to the Southerly line of said Section 1; thence North 86°37'48" West along said Southerly line a distance of 107.27 feet to the Point of Beginning.

Subject to reservations, restrictions and easements of record.

EXHIBIT B



NOT TO SCALE

SECTIONS 1 AND 2
TOWNSHIP 7 NORTH,
RANGE 2 WEST, WM

JAMES HUNTINTON DLC
DANIEL L. HUNTINGTON DLC

S88°01'52"E
122.65'

S01°23'59"W
34.49'

N07°32'36"W
51.74'

S19°28'46"E
457.33'

N23°35'06"W
834.14'

S36°58'46"E
197.98'

S16°58'46"E
238.82'

N01°08'36"W
401.60'

S06°01'14"W
720.80'

N06°23'50"E
326.36'

WEST LINE OF SUPERIOR
COURT ORDER NO.3262

N00°25'54"W
409.52'

S09°18'46"E
296.44'

N05°32'06"E
299.60'

S10°27'14"W
362.71'

N25°49'24"W
26.26'

S24°33'46"E
394.67'

N25°41'25"W
288.84'

N34°27'17"W
167.32'

N45°55'18"W
246.24"

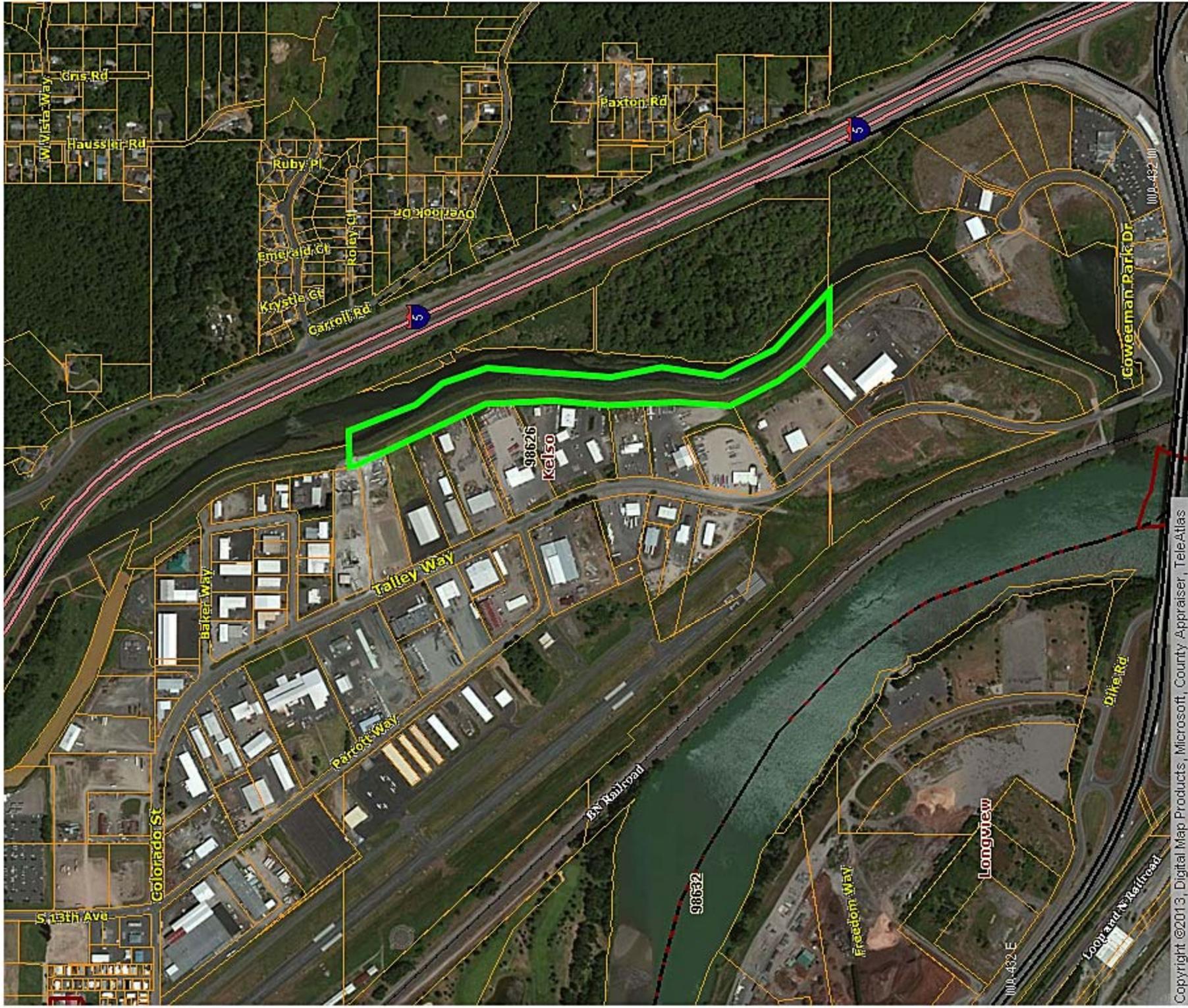
S45°03'46"E
378.52'

11 12

S86°37'48"E
143.41'

N86°37'48"W
107.27'

COWEMAN RIVER

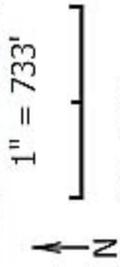


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Parcel # 24087

DESC: EXC KEOL 305A FEE 618861 EXC. 12.84 ac



CityGIS

AGENDA SUMMARY SHEET

AGENDA ITEM: An ordinance setting
the 2014 property tax levy amount.

First reading.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____

FOR AGENDA OF: 11/5/13

ORIGINATING DEPT: Finance

DATE SUBMITTED: 10/30/13

COST OF ITEM: _____

AMT. BUDGETED _____

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See attached ordinance.

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The levy amount for the 2014 General Levy is \$1,384,822

This represents a dollar increase of \$16,432 over the
2013 General Levy. The increase is made up of two

components:

1) New Construction: \$2,748

2) 1.00% increase over prior
year levy: \$13,684

Total Increase \$16,432

Staff recommends approval of this ordinance on first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES AT \$1,384,822 FOR THE 2014 BUDGET OF THE CITY.

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

SECTION 1. The estimated dollar amount to be raised upon real and personal property in Cowlitz County, Washington, to raise said dollar amount to cover the estimated budget needs of the City of Kelso for calendar year 2014 are as follows:

DOLLAR AMOUNT

General Levy \$1,384,822 or maximum allowed by law

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

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2013.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

AGENDA ITEM: Ordinance 1st reading.
Budget revision #3 for the 2013 fiscal
year.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 11/5/2013
ORIGINATING DEPT: Finance
DATE SUBMITTED: 10/30/2013
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:
See attached Ordinance

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

Revisions include the following:

Library Fund

- \$4,500 to replace the network switch at the Library.

Solid Waste Fund

- \$55,000 to fund increased cost of services provided by Waste Control.

Equipment Reserve Fund

- \$190,000 to replace the City's street sweeper.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING THE 2013 BUDGET TO REFLECT REVENUES AND APPROPRIATE FUNDS TO COVER EXPENDITURES OVER AND ABOVE THOSE ANTICIPATED AT THE TIME SAID BUDGET WAS ADOPTED.

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

SECTION 1. That by reason of the inability of the City and its officials to foresee and compute with accuracy the actual revenue and necessary expenditures of public funds for the current expenses of the City, it is deemed necessary to make the following amendment to the budget by increasing the following line items by the amounts set forth below for the 2013 Budget, to-wit:

LIBRARY FUND

Revenues

103-19-308-00-00	Beginning Fund Balance	\$	4,500.00
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Expenditures

103-19-594-72-64-2	Data Processing Equipment	\$	4,500.00
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SOLID WASTE FUND

Revenues

402-24-308-00-00	Beginning Fund Balance	\$	55,000.00
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Expenditures

402-24-537-70-41-0	Professional Services	\$	55,000.00
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EQUIPMENT RESERVE FUND

Revenues

502-33-308-00-00 Beginning Fund Balance \$ 190,000.00

Expenditures

502-33-594-48-64-1 Street Sweeper \$ 190,000.00

SECTION 2. It is hereby ordered that the aforesaid sum be and the same is hereby appropriated in excess of the budget of the City of Kelso for 2013 and further that said budget be and the same is hereby amended accordingly.

SECTION 3. This Ordinance shall be in full force and effect five 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 November 2013.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF KELSO, WA REPEALING ORDINANCE NO. 95-3262, RESOLUTION NO. 93-693, AND KMC SECTION 2.56.030 PERTAINING TO THE LIBRARY CHARGES POLICY

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: November 5, 2013

Originator: _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Ordinance

Exhibit A – Current KMC 2.56.030

Exhibit B – Resolution NO. 93-693

Exhibit C – Ordinance NO. 95-3262

SUMMARY STATEMENT:

Ordinance 95-3262 was adopted in 1995, Resolution 93-693 was adopted in 1993 and both are reflected in Kelso Municipal Code section 2.56.030 Library Charges Policy. The proposed ordinance is a housekeeping item facilitating the inclusion of library charges in the City's Mater Fee Schedule.

RECOMMENDED ACTION:

Make a motion to approve the Ordinance repealing Ordinance 95-3262, Resolution 93-693, and KMC Section 2.56.030 pertaining to the Library Charges Policy.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KELSO, WA REPEALING
ORDINANCE NO. 95-3262, RESOLUTION NO. 93-693, AND KMC
SECTION 2.56.030 PERTAINING TO THE LIBRARY CHARGES
POLICY.**

WHEREAS, the City adopted a Master Fee Schedule in 2013 which included the fees and charges assessed by the Kelso Library in the ordinary course of business and assist in the recovery of costs for the provision of services; and

WHEREAS, Ordinance No. 13-3808 was adopted in 2013 to repeal an earlier ordinance that had established and updated charges for City library services; and

WHEREAS, the City has found it necessary to repeal additional ordinances, resolutions, and a section of the Kelso Municipal Code that reference library service fees and charges to ensure consistency in the assessment and administration of the most current established fees;

NOW, THEREFORE,

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

SECTION 1. REPEALER. That Ordinance No. 95-3262, Resolution No. 93-693, and Section 2.56.030 of the Kelso Municipal Code are hereby repealed in their entirety. Any previously adopted resolutions, ordinances, or policies establishing fees and charges for City Library services are hereby superceded by the most current adopted version of the City's Master Fee Schedule.

SECTION 2. SEVERABILITY. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 3. EFFECTIVE DATE. 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 ____ day of _____
_____, 2013.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Exhibit A

2.56.030 Library charges policy.

The policy revised and approved by the Kelso library board on December 11, 2000, entitled Library Charges Policy, KPL Circulation Policy No. 3, a copy of which is attached to the ordinance codified in this section and incorporated herein by this reference, be and the same is hereby approved and adopted as a policy of the Kelso Public Library. (Ord. 3467 § 1, 2001; Ord. 3262 § 1, 1995)

RESOLUTION NO. 93-693

A RESOLUTION RELATING TO LIBRARY CHARGES AND ADOPTING CERTAIN FEES AND POLICIES RELATED TO LIBRARY SERVICES, AS MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the Kelso Library Board has reviewed its policy relating to library charges and fees and has recommended that the Kelso City Council approve such recommendations, and

WHEREAS, the Kelso City Council considered such matters at its regular meeting and determined that such policy should be adopted.

NOW, THEREFORE, BE IT RESOLVED that the attached policy relating to library charges set forth in Exhibit A, attached hereto and incorporated herein as if fully set forth, is hereby adopted as the policy and rates of the Kelso Public Library.

BE IT FURTHER RESOLVED that Resolution No. 92-654 adopted by the City Council on February 18, 1992 is hereby rescinded.

ADOPTED by the City Council and SIGNED by the Mayor this 7 day of Sept, 1993.

Donald B. Gregory
MAYOR

ATTEST:

W. O. O. O. O.
CITY CLERK

APPROVED AS TO FORM:
C. P. M. D. D.
CITY ATTORNEY

cc: library
veng

KELSO PUBLIC LIBRARY
LIBRARY CHARGES POLICY
KPL Circulation Policy No. 3

Revised and Approved by Library Board 1/13/92 6/21/93
Last Approved by City Council Resolution No. 654, 2/18/92

1. Nonresident library cards:
 - a. Household cards: Good for all members of a household living at the same address.
 - 1) Annual fee: \$50.00. Issued for one year from date of purchase.
 - 2) Semiannual fee: \$28.00. Issued for six (6) months from date of purchase.
 - 3) Quarterly fee: \$14.00. Issued for three (3) months from date of purchase.
 - b. Senior citizen card: \$28.00 per year. Issued for one year from date of purchase. (Good for up to a two-member senior citizen household.)
2. Lost cards will be replaced for a \$1.00 processing and handling fee.
3. Charges for overdue and lost library materials and equipment:
 - a. Billing notices: a \$3.00 billing charge is made each time a billing notice is sent.
 - b. Collection agency fees, legal fees, and other administrative costs incurred in attempting to secure the return of library materials will be passed on to the delinquent borrower.
 - c. Lost or unreturned books, video tapes, and other library materials (excluding equipment) will be charged at the original value in addition to accumulated charges for that item or items.
 - d. Lost, or unreturned projectors, video players, and cassette players will be charged the cost of replacement in addition to accumulated charges for that item or items.
 - e. The Library Director may authorize charging the cost of replacement or replacement fees on book or sets which are particularly valuable or difficult to replace.
 - f. Video tapes and audiovisual equipment are due at closing time on the due date. Items returned after closing time and within 15 minutes after opening time the following day will be considered to have been returned on time. Fines will accumulate daily at a rate of ~~\$5.00~~ \$1.00 per day, over a four (4) day period, for a maximum fine of ~~\$20.00~~ \$4.00 per item.
 - g. In addition to daily fine charges, video tapes and audiovisual equipment shall be assessed billing charges and other fees, as outlined in 3.a and 3.b, in addition to charges, as outlined in 4.a and 4.b.
4. Charges for damaged materials and equipment:
 - a. Library materials:
 - 1) Cost to repair or rebind with minimum \$1.00 charge.
 - 2) Irreparable damage: Original cost of the item as specified in 3.c and 3.e.
 - b. Equipment:
 - 1) Cost to repair.
 - 2) Irreparable damage: Replacement cost of the item as specified in 3.d
 - c. Once the cost of the item or replacement charge has been paid, the patron, upon request, may have the item.

Exhibit C

ORDINANCE NO. 95-3262

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE REVISED LIBRARY CHARGES POLICY BEARING DATE OF JANUARY 9, 1995 AND ADOPTING THE SAME AS THE POLICY OF THE KELSO PUBLIC LIBRARY.

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

SECTION 1. That the Library Charges Policy promulgated by the Library Board on January 9, 1995, and labeled KPL Circulation Policy No. 3, a copy of which is attached hereto and incorporated herein by this reference, be and the same is hereby approved and adopted as the policy of the Kelso Public Library.

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

ADOPTED by the City Council and **SIGNED** by the Mayor this 21 day of February, 1995.

Keith Lawrence
MAYOR

ATTEST/AUTHENTICATION:

V. J. O. Oleson
CITY CLERK

APPROVED AS TO FORM:

Christy Borders
CITY ATTORNEY

PUBLISHED: 2-25-95

3262

3262

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Resolution
Adjusting the rates to be charged for overhead
utility Right-of-Way permits

Agenda Item: _____

Dept. of Origin: Engineering Department

For Agenda of: November 5, 2013

PRESENTED BY:

Michael Kardas, P.E.
Community Development Director / City Engineer

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Resolution

SUMMARY STATEMENT:

Currently Utilities are charged the same permit rates for overhead and underground right-of-way construction. After the initial plan review, inspection of overhead construction typically requires only a fraction of the time required for underground installation. This revision reflects the lower level of effort required.

FINANCIAL SUMMARY:

This change should not significantly affect permit revenues. Most applications will have the same fees as before with the exception of the larger overhead line installation. The resolution will eliminate the windfall the City could receive by such a project.

RECOMMENDED ACTION:

Staff recommends council make a motion to adopt the proposed rate Resolution.

RESOLUTION NO. _____

A RESOLUTION FIXING THE FEES TO BE CHARGED FOR PERMITS TO WORK IN THE PUBLIC RIGHT-OF-WAY.

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

SECTION 1. That Resolution No. 07-953, adopted December 4, 2007, is hereby amended as follows:

SECTION 2. That the fees to be charged for permits to work in the public right-of-way as authorized by KMC 12.14.030 shall be paid in the following manner and in the amounts set forth below:

1. **PAYMENT REQUIRED:** Fees imposed pursuant to this Resolution shall be paid prior to the issuance of permits for all applicants not operating under a current franchise agreement with the City, or pursuant to right-of-way use in accordance with the laws of Washington or the U.S. Government (Non-Franchise Holder). For permits issued to or applied for by holders of current franchise agreement with the City or utilities using the public right-of-way pursuant to the laws of Washington or the laws of the United States of America (Franchise Holder), the amounts due for such fees will be billed through the normal billing process of the City. Failure to make payment of any permit fee will constitute cause for denial of subsequent permits until such payment is made.
2. **FEE SCHEDULE:** The fees to be charged for permits issued pursuant to Kelso Municipal Code for work in the public right-of-way are as follows:
 - a. Franchise Holder:
 - i. All permits issued where soils are excavated, embankments are constructed, for the installation, repair, replacement, or removal of a utility service (including overhead and underground wires or cables) or utility boring, main, driveway, sidewalk, curb, drain or other improvement of like manner, shall be charged a base permit fee of Twenty Five Dollars (\$25) for each such item.
 - ii. All permits issued in excess of one hundred lineal feet (100') to facilitate the underground installation, repair, replacement or removal of a utility service or main or other improvement of like manner, an examination, plan approval, and inspection fee of Twenty Five Dollars (\$25) per each additional one hundred lineal feet (100') of construction or portion thereof shall be charged.

- iii. All permits issued in excess of one thousand lineal feet (1000') to facilitate the overhead installation, repair, replacement or removal of a utility service or main or other improvement of like manner, an examination, plan approval, and inspection fee of Twenty Five Dollars (\$25) per each additional one thousand lineal feet (1000') of construction or portion thereof shall be charged.
- b. Non-Franchise Holder:
- i. All permits issued where soils are excavated, embankments are constructed, for the installation, repair, replacement, or removal of a utility service (including overhead and underground wires or cables) or main, driveway, sidewalk, curb, drain or other improvement of like manner, shall be charged a base permit fee of Twenty-Five Dollars (\$25) for each such item.
 - ii. All permits issued in excess of one hundred lineal feet (100') to facilitate the underground installation, repair, replacement or removal of a utility service or main or other improvement of like manner, an examination, plan approval, and inspection fee of Twenty Five Dollars (\$25) per each additional one hundred lineal feet (100') of construction or portion thereof shall be charged.
 - iii. All permits issued in excess of one thousand lineal feet (1000') to facilitate the overhead installation, repair, replacement or removal of a utility service or main or other improvement of like manner, an examination, plan approval, and inspection fee of Twenty Five Dollars (\$25) per each additional one thousand lineal feet (1000') of construction or portion thereof shall be charged.
 - iv. Installation of side-sewer using existing connection of main sewer, Inspection fee, inside city limits \$100, outside city limits \$150.
 - v. Utility connections outside City limits shall be require an additional \$50.00 charge per connection.
 - vi. In the event the total project value is \$500.00 or less as calculated by the City Engineer, a minimum fee of \$25.00 will be charged. No other fees shall apply.
- c. If additional inspections are required due to defect of materials or workmanship, a \$50.00 charge shall be charged for each occurrence.
- d. No Fees for permits, examination and approval of plans or inspections shall be charged in connection with the repair of defective sidewalks performed pursuant to Kelso Municipal Code section 12.12.030 Notice to repair hazardous sidewalk.
- e. Any person, Franchise Holder or Non-initiating work in the Right-of-Way prior to obtaining the required permit shall be subject to an expedite fee doubling the required permit fees.

ADOPTED by the City Council and **SIGNED** by the Mayor this 5th day of November, 2013.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Resolution of the City designating the City's Hearings Examiner as the official authorized to conduct administrative hearings and issue final decisions for the City in appeals of determinations of eligibility for relocation benefits under the City's relocation assistance program.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: November 5th, 2013

Originator: Janean Parker

PRESENTED BY:

Janean Parker

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Proposed Resolution

SUMMARY STATEMENT:

Pursuant to KMC 2.14, the City has established a Hearings Examiner to hear land use permitting decisions, and appeals. KMC 2.14.080(A)(5) authorizes the hearings examiner to hear such other matters as the City Council may refer. The Council has, from time to time authorized such other matters such as nuisance, stormwater, building code, and other matters.

As part of the West Main Realignment Project, certain property owners were relocated and are entitled to certain relocation benefits. As a part of the City's administration of the West Main Realignment Project, the City also administers the Relocation Assistance Program to determine the relocation benefits authorized pursuant to the federal relocation rules. While those determinations are limited in duration to the federal project at issue, those determinations are appealable.

The City's Hearings Examiner is best suited to conduct quasi-judicial hearings and issue final independent decisions supported by findings of fact and conclusions of law. Designating the Hearings Examiner as the body to hear these appeals and referring such matters to the Examiner would provide appropriate due process for appellants and assist the City in developing the appropriate record for final decisions in these matters.

OPTIONS:

Do nothing—

Refer such appeals to another body

Refer such appeals to the City's Hearings Examiner

RECOMMENDED ACTION:

Move to approve the Resolution to designate the City's Hearings Examiner as the official authorized to conduct administrative hearings and issue final decisions for the City in appeals of determinations of eligibility for relocation benefits under the City's relocation assistance program

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, TO DESIGNATE THE CITY'S HEARINGS EXAMINER AS THE OFFICIAL AUTHORIZED TO CONDUCT ADMINISTRATIVE HEARINGS AND ISSUE FINAL DECISIONS FOR THE CITY IN APPEALS OF DETERMINATIONS OF ELIGIBILITY FOR RELOCATION BENEFITS UNDER THE CITY'S RELOCATION ASSISTANCE PROGRAM

WHEREAS, the City has established a Hearings Examiner to hear land use permitting decisions, and appeals; and

WHEREAS, KMC 2.14.080(A)(5) authorizes the hearings examiner to hear such matters as the City Council may refer. The Council has, from time to time authorized such other matters such as nuisance, storm water, building code, and other matters; and

WHEREAS, as a part of the City's administration of the West Main Realignment Project, the City administers the Relocation Assistance Program to determine the relocation benefits authorized pursuant to the federal relocation rules, and these determinations are appealable; and

WHEREAS, The City's Hearings Examiner is best suited to conduct quasi-judicial hearings and issue final independent decisions supported by findings of fact and conclusions of law in these matters.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KELSO DO HEREBY RESOLVE:

SECTION 1. Hearing Examiner Designated. The City Council does hereby designate the City's Hearings Examiner as the official authorized to conduct administrative hearings and issue final decisions for the City in appeals of determinations of eligibility for relocation benefits under the City's relocation assistance program.

SECTION 2. Effective Date. This Resolution shall be in full force and effect immediately upon passage.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2013.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY