

Kelso City Council Agenda

Regular Meeting, 6:00 pm
April 19, 2016
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**

Roll Call to Council Members:

Invocation:

Brian Cummings from New Song Worship Center

1. Approve Minutes:

1.1. April 5, 2016 – Regular Meeting

2. Proclamation:

2.1. Children's Library Week

3. Presentation:

3.1. Cowlitz Wahkiakum Council of Governments

4. Consent Items:

- 4.1. Interlocal Agreement Addendum No.1, County Rural Public Facility Funds – West Main Revitalization Project
- 4.2. Interlocal Agreement Addendum No. 2, County Rural Public Facility Funds – West Main Revitalization Project
- 4.3. Interlocal Agreement Addendum No. 2, County Rural Public Facility Funds – Airport Stopway Project
- 4.4. Interlocal Agreement Addendum No. 4, County Rural Public Facility Funds – Airport Stopway Project
- 4.5. Auditing of Accounts

5. Citizen Business:

Kelso City Council Agenda

Regular Meeting, 6:00 pm
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6. Council Business:

- 6.1. Agreement Renewal – Gordon Thomas Honeywell Governmental Affairs Lobbying Services

7. Action/Motion Items:

- 7.1. Ordinance, 1st Reading
 - 7.1.1. Adopt Shoreline Master Plan
- 7.2. Ordinance, 2nd Reading
 - 7.2.1. 2016 Limited Tax General Obligation Bonds
- 7.3. Ordinance, 2nd Reading
 - 7.3.1. Shopping Cart Regulations
- 7.4. Ordinance, 2nd Reading
 - 7.4.1. Amending KMC 8.20 Fireworks
- 7.5. Ordinance, 2nd Reading
 - 7.5.1. Vacate Portion of Talley Way Right of Way
- 7.6. Resolution
 - 7.6.1. Adopt West Kelso Subarea Plan

Other Items:

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

Pastor Marv Kasemeier, New Song Worship Center, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor Futcher. Councilmembers in attendance were Kim Lefebvre, Rick Roberson, David Futcher, Jim Hill, Larry Alexander, and Nancy Malone. Councilmember Todd McDaniel was absent.

Minutes: Upon motion by Councilmember Lefebvre, seconded by Councilmember Hill, 'Approve the Minutes of the 3/15/16 Regular Meeting,' motion carried, all voting yes.

PROCLAMATIONS:

Mayor Futcher read a proclamation declaring April 2016, as “**Sexual Assault Awareness in Action Month**” in the City of Kelso. Emergency Support Shelter Sexual Assault Advocate Stacey Spencer accepted the proclamation.

Mayor Futcher read a proclamation declaring the week of April 10th – 16th, as “**National Crime Victims’ Rights Week**” in the City of Kelso. Emergency Support Shelter Sexual Assault Advocate Stacey Spencer accepted the proclamation.

Mayor Futcher read a proclamation declaring the week of April 10th – 16th, as “**National Library Week**” in the City of Kelso. Library Manager Cindy Donaldson accepted the proclamation.

PRESENTATIONS:

South Kelso Revitalization Update: Americorps Member Michelle Grendahl provided an update on the current activities of the South Kelso Neighborhood Association (SKNA). She handed fliers to the Council regarding the ‘Start Small Grow Big’ Family Garden Beds Project, the Kelso Alley Clean-up Event, and information on the SKNA monthly meetings.

Community Development Department 2015 Annual Report: Community Development Director/City Engineer Mike Kardas provided an overview of last year’s activities in the Community Development Department, the Nuisance/Abatement Division, the Building/Planning Division, and the Engineering Department.

PUBLIC HEARING:

Vacate Portion of Talley Way Right of Way: Mayor Futcher opened the public hearing at 6:33 p.m. Mike Kardas briefed the Council on the proposition to vacate said property. City Manager Steve Taylor provided a visual of the relevant area.

There being no comments from the public, Mayor Futcher closed the public hearing at 6:35 p.m.

CONSENT AGENDA: None.

CITIZEN BUSINESS:

Dan Myers, 615 South 3rd Avenue, President of the Kelso Longview Train Depot Volunteers, spoke about homeless people at the depot and asked that the Council review the programs provided by the Cowlitz Wahkiakum Council of Governments (CWCOG).

Carl Ashby, 160 Modrow Rd., Kalama, WA, Train Depot Volunteer, spoke about the messes left in the bathrooms at the depot. He asked to have security increased.

Ron Baker, 2416 Burcham Street, Vice President of the Kelso Longview Train Depot Volunteers, spoke about the increase of transients at the depot. He requested that police officers come to the depot on a regular basis.

Jackie Collins, 160 North Vista Way, spoke about parts of Haussler Road and West Vista Way in need of repair.

Rick Von Rock, 400 North 7th Avenue, spoke about the CWCOG 10 Year End Homeless Plan. He suggested that the City contact the CWCOG and request assistance with the homeless people at the train depot.

Dan Myers, 615 South 3rd Avenue, spoke about his attempt to speak to someone at the Love Overwhelming Facility.

COUNCIL BUSINESS:

City Charter Citizen Review Committee: City Manager Taylor announced that the City received eight applications from Kelso citizens for a position on the committee. The applicants were as follows:

- Clarice Hall, 1101 South 3rd Avenue
- Wallace Hall, 1101 South 3rd Avenue
- Adena Grigsby, 1109 South 3rd Avenue
- Patricia Van Rollins, 2404 Allen Street
- Ann Hight, 1803 East Terrace Way
- Gary Schimmel, 1219 North 3rd Avenue
- Betty Wilson, 603 North 20th Avenue
- Keith Lawrence, 1413 Behshel Heights Road

Upon motion by Councilmember Roberson, seconded by Councilmember Malone, 'Appoint all eight applicants but limit one vote per household,' motion passed, all voting yes.

Mayor Fatcher commented that Councilmember McDaniel expressed interest in the council representative position on the committee. With the consensus of the Council, Councilmember McDaniel was appointed to serve as an ex officio member.

MOTION ITEMS:

Ordinance No. (1st Reading) – Vacate Portion of Talley Way Right of Way: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Malone, seconded by Councilmember Lefebvre, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO VACATING A PORTION OF TALLEY WAY ROW IN THE CITY OF KELSO TO A CITY OWNED PARCEL OCCUPIED BY THE SOUTHWEST WASHINGTON REGIONAL AIRPORT,' motion passed, all voting yes.

Ordinance No. (1st Reading) – 2016 Limited Tax General Obligation Bonds: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Malone, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON, RELATING TO CONTRACTING INDEBTEDNESS; PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$3,600,000 AGGREGATE PRINCIPAL AMOUNT OF LIMITED TAX GENERAL OBLIGATION BONDS TO PROVIDE FUNDS TO PAY THE COSTS OF CERTAIN STREET AND STORMWATER IMPROVEMENTS AND TO PAY THE COSTS OF ISSUANCE AND SALE OF THE BONDS; FIXING OR SETTING PARAMETERS WITH RESPECT TO CERTAIN TERMS AND COVENANTS OF THE BONDS; APPOINTING THE CITY'S DESIGNATED REPRESENTATIVE TO APPROVE THE FINAL TERMS OF THE SALE OF THE BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.' Motion passed, all voting yes.

Resolution No. 16-1155 – Guaranteeing Grant Match Funds Availability for Airport Projects: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Malone, seconded by Councilmember Lefebvre, 'Pass Resolution No. 16-1155, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, GUARANTEEING GRANT MATCH FUNDS AVAILABILITY.' Councilmembers Lefebvre, Roberson, Fatcher, Alexander, and Malone, voted yes. Councilmember Hill voted no. Motion passed, 5 to 1.

MANAGER'S REPORT:

Steve Taylor: 1) Announced that the City received the ‘Well City Award’ from the Association of Washington Cities for the 6th consecutive year. 2) Provided an update on the Coweeman Mitigation Bank Project. 3) Provided a progress report on the Shoreline Master Program application with the Department of Ecology.

COUNCIL REPORTS:

Nancy Malone: No report.

Larry Alexander: No report.

Jim Hill: 1) Spoke about the Southwest Washington Regional Airport. 2) Requested that the City invite the 911 Communications Center Director to come to a council meeting and speak about a proposed increase in sales tax. 3) Spoke about the Love Overwhelming facility.

Rick Roberson: No report.

Kim Lefebvre: Commented that the Relay for Life Chairman asked that the City show its support by having a purple light illuminate from the lobby of the Kelso City Hall during the Relay for Life Event in August. The Council approved the purple light in the lobby during the event.

David Futcher: No report.

There being no further business, Mayor Futcher adjourned the meeting at 7:23 p.m.

MAYOR

CITY CLERK

Children's Book Week

May 2nd-8th, 2016

WHEREAS, reading is fundamental to all learning; and children need to see that we, as a community, value reading; and

WHEREAS, libraries raise awareness of the importance of literature as it relates to lifelong literacy, education, and the development and betterment of the lives of young people; and

WHEREAS, libraries strive to make the reading and enjoyment of children's books an essential part of America's educational and social aims; and

WHEREAS, Children's Book Week, the national celebration of books for young people and the joy of reading. Established in 1919, Children's Book Week is the longest-running national literacy initiative in the country; and

NOW THEREFORE, be it resolved that I, David Fatcher, mayor of the City of Kelso, do hereby proclaim, the week of May 2nd through May 8th, 2016 to be

"Children's Book Week"

I encourage all residents to visit the library this week to take advantage of the wonderful library resources available at our library.

In witness whereof, I have hereunto set my hand and caused the seal of the city of Kelso to be affixed this 19th day of April 2016.

David Fatcher, Mayor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Update on CWCOG
Activities Presentation

Agenda Item: _____

Dept. of Origin: City Manager's Office

For Agenda of: April 19, 2016

Originator: Steve Taylor

PRESENTED BY:

City Attorney: **Janean Parker**

Bill Fashing, Cowlitz Wahkiakum Council of
Governments

City Manager: **Steve Taylor**

Agenda Item Attachments:

SUMMARY STATEMENT:

Executive Director, Bill Fashing will give a presentation updating the council, staff, and attending citizens as to the current and planned activities of the Cowlitz Wahkiakum Council of Governments.

RECOMMENDED ACTION:

None

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Addendum Number 1 -
Interlocal Agreement with Cowlitz County for
Rural Public Facilities Funds – West Main Street
Revitalization Proejct

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: April 19, 2016

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:

Mike Kardas, Community Development
Director/City Engineer

Agenda Item Attachments:

Addendum to Interlocal Agreement

SUMMARY STATEMENT:

The City has entered into an Interlocal agreement for rural development funds to assist with the total cost of the revitalization project of West Main Street.

The date for completion of this project was previously July 30, 2016. This addendum extends the completion date to December 31, 2016

RECOMMENDED ACTION:

Move to approve Addendum No. 1 with Cowlitz County for Rural Public Facilities Funds.

AGENDA SUMMARY

To the Board of County Commissioners:
From: Claire J. Hauge,
OFM Director

Re: First Addendum to Interlocal
Agreement with City of Kelso (2015)
Rural Development Funding:
West Main Revitalization Project

Staff: _____

Agenda Item No. _____
Dept. of Origin: Off of Financial Management
Date Submitted: April xx, 2016
For Agenda of: April xx, 2016
Expenditure Required: \$170,000
Amount Budgeted: \$ Sufficient
Budget Action Required: None

Clearance of other Departments Concerned: _____
Chief Civil Deputy Prosecuting Attorney
has approved
Approved for Agenda: _____

List of Exhibits:

City of Kelso Interlocal Agreement dated 8/11/2015
Addendum #1

Summary Statement:

On August 11, 2015, the Board of Commissioners awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$150,000 as part of the cost to of the West Main Revitalization project. The City of Kelso has requested an extension of time to complete the project. All other terms of the Interlocal Agreement dated August 11, 2015 will remain the same.

Recommendation:

The Office of Financial Management recommends the Board of Commissioners approve the amendment to the Interlocal Agreement between the City of Kelso and Cowlitz County dated August 11, 2015 to provide for an extension of time for completion of the West Main Revitalization project. The project is expected to be completed on or before December 31, 2016.

**FIRST ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN
CITY OF KELSO AND COWLITZ COUNTY**

This Addendum shall be attached to and made a part of the agreement between COWLITZ COUNTY (County) and the CITY OF KELSO (City), dated August 11, 2015.

WHEREAS, the parties previously entered into an Agreement whereby the County provided funding assistance to the City as part of the cost of the West Main Revitalization project, is more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted by the City, dated March 13, 2015; and

WHEREAS, the parties wish to amend the terms of the agreement to extend the date of completion.

NOW, THEREFORE, in accordance with the agreement between the parties dated August 11, 2015, the parties agree that Paragraphs 3 and 5 (superseded language identified by strikeout) of the "AGREEMENT" section shall be further amended to read as follows:

3. Planning Design/Implementation: The City agrees to design and complete the project described herein, no later than ~~June 30, 2016~~ December 31, 2016. The County shall have no responsibility for the design or management of said project. The City shall have the sole authority to determine its design and enter into contracts with consultants and contractors in the manner allowed by law.

5. Budget: The total estimated cost for the project is \$1,025,000. The project is anticipated to be completed no later than ~~June 30, 2016~~ December 31, 2016. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the City hereby warrants and guarantees that said project shall be completed as described herein notwithstanding any cost overruns incurred in the course of the project.

All other terms and conditions of the Interlocal Agreement dated June 17, 2014, as previously amended, shall otherwise remain the same.

COWLITZ COUNTY, WASHINGTON

CITY OF KELSO

Michael A. Karnofski, Commissioner

Steve Taylor, City Manager

Dennis P. Weber, Commissioner

Attest:

Joe Gardner, Commissioner

Brian Butterfield, Clerk/Treasurer

Attest:

Approved as to form:

Tiffany Ostreim,
Clerk of the Board

Janean Parker, City Attorney

Approved as to form:

Douglas E. Jensen, Chief Civil
Deputy Prosecuting Attorney

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Addendum Number 2 -
Interlocal Agreement with Cowlitz County for
Rural Public Facilities Funds – West Main Street
Revitalization Proejct

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: April 19, 2016

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:

Mike Kardas, Community Development
Director/City Engineer

Agenda Item Attachments:

Addendum No. 2 to Interlocal Agreement

SUMMARY STATEMENT:

The City has entered into an Interlocal agreement for rural development funds to assist with the total cost of the revitalization project of West Main Street.

The date for completion of this project was previously August 31, 2015. This addendum extends the completion date to December 31, 2016

RECOMMENDED ACTION:

Move to approve Addendum No. 2 with Cowlitz County for Rural Public Facilities Funds.

AGENDA SUMMARY

To the Board of County Commissioners:

From: Claire J. Hauge,
OFM Director

Re: Second Addendum to Interlocal
Agreement with City of Kelso (2014)
Rural Development Funding:
West Main Revitalization Project

Staff: _____

Agenda Item No. _____

Dept. of Origin: Off of Financial Management

Date Submitted: April xx, 2016

For Agenda of: April xx, 2016

Expenditure Required: \$170,000

Amount Budgeted: \$ Sufficient

Budget Action Required: None

Clearance of other Departments Concerned: _____

Chief Civil Deputy Prosecuting Attorney

has approved

Approved for Agenda: _____

List of Exhibits:

City of Kelso Interlocal Agreement dated 6/17/2014
Addendum #1 dated 9/16/2014
Addendum #2

Summary Statement:

On June 17, 2014, the Board of Commissioners awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$120,000 as part of the cost to of the West Main Revitalization project. The agreement was amended on September 16, 2014 to allow re-allocation of \$50,000 from the Three Rivers Mall project to the West Main Revitalization project.

The City of Kelso has requested an adjustment in the project budget and an extension of time to complete the project. Except as previously amended, all other terms of the Interlocal Agreement dated April 2, 2013 will remain the same.

Recommendation:

The Office of Financial Management recommends the Board of Commissioners approve the amendment to the Interlocal Agreement between the City of Kelso and Cowlitz County, June 17, 2014, as previously amended, to provide for an extension of time for completion of the West Main Revitalization project. The project is expected to be completed on or before December 31, 2016.

**SECOND ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN
CITY OF KELSO AND COWLITZ COUNTY**

This Addendum shall be attached to and made a part of the agreement between COWLITZ COUNTY (County) and the CITY OF KELSO (City), dated June 17, 2014, previously amended on September 16, 2014.

WHEREAS, the parties previously entered into an Agreement whereby the County provided funding assistance to the City as part of the cost of the West Main Revitalization project, is more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted by the City, dated February 28, 2014; and

WHEREAS, the parties wish to amend the terms of the agreement to revise the total project costs and extend the date of completion.

NOW, THEREFORE, in accordance with the agreement between the parties dated April 2, 2013, as amended, the parties agree that Paragraphs 3 and 5 (superseded language identified by strikeout) of the "AGREEMENT" section shall be further amended to read as follows:

3. Planning Design/Implementation: The City agrees to design and complete the project described herein, no later than ~~August 31, 2015~~ December 31, 2016. The County shall have no responsibility for the design or management of said project. The City shall have the sole authority to determine its design and enter into contracts with consultants and contractors in the manner allowed by law.

5. Budget: The total estimated cost for the project is ~~\$645,000~~ \$1,200,000. The project is anticipated to be completed no later than ~~August 31, 2015~~ December 31, 2016. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the City hereby warrants and guarantees that said project shall be completed as described herein notwithstanding any cost overruns incurred in the course of the project.

All other terms and conditions of the Interlocal Agreement dated June 17, 2014, as previously amended, shall otherwise remain the same.

COWLITZ COUNTY, WASHINGTON

CITY OF KELSO

Michael A. Karnofski, Commissioner

Steve Taylor, City Manager

Dennis P. Weber, Commissioner

Attest:

Joe Gardner, Commissioner

Brian Butterfield, Clerk/Treasurer

Attest:

Approved as to form:

Tiffany Ostreim,
Clerk of the Board

Janean Parker, City Attorney

Approved as to form:

Douglas E. Jensen, Chief Civil
Deputy Prosecuting Attorney

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Addendum Number 2 -
Interlocal Agreement with Cowlitz County for
Rural Public Facilities Funds – Stopway Project
at the Southwest Washington Regional Airport

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: April 19, 2016 _____

City Attorney: Janean Parker

City Manager: Steve Taylor

PRESENTED BY:

Steve Taylor, City Manager/Interim Airport
Manager

Agenda Item Attachments:

Addendum No. 2 to Interlocal Agreement

SUMMARY STATEMENT:

The City has entered into an Interlocal agreement for rural development funds to assist with the total cost of the stopway project at the Southwest Washington Regional Airport.

The date for completion of this project was previously amended to August 31, 2016. This addendum extends the completion date to December 31, 2017

RECOMMENDED ACTION:

Move to approve Addendum No. 2 with Cowlitz County for Rural Public Facilities Funds.

pAGENDA SUMMARY

To the Board of County Commissioners:

From: Claire J. Hauge,

OFM Director

Re: Second Addendum to Interlocal

Agreement with City of Kelso (2013)

Rural Development Funding:

Runway Extension Project

Staff: _____

Agenda Item No. _____

Dept. of Origin: Off of Financial Management

Date Submitted: April xx, 2016

For Agenda of: April xx, 2016

Expenditure Required: \$545,000

Amount Budgeted: \$ Sufficient

Budget Action Required: None

Clearance of other Departments Concerned: _____

Chief Civil Deputy Prosecuting Attorney

has approved

Approved for Agenda: _____

List of Exhibits:

City of Kelso Interlocal Agreement dated 4/2/2013

Addendum #1 dated 9/30/2014

Addendum #2

Summary Statement:

On July 20, 2010, the Board of Commissioners awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$150,000 as part of the cost to construct a runway extension at the Southwest Washington Regional Airport. The agreement was amended on October 4, 2011 and June 11, 2013 to extend the date for project completion.

On August 16, 2011, the Board of Commissioners awarded the City of Kelso an additional sum of \$300,000 for the runway extension project. The Agreement has been amended on October 4, 2011, June 11, 2013 and September 30, 2014 to, among other things, extend the date for project completion, modify the scope of work and budget.

On April 2, 2013, the Board of Commissioners also awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$95,000 to fund various studies, wetland mitigation design, permitting and construction of offsite wetland replacement and contract plans for construction of a stop-way at the Southwest Washington Regional Airport.

The City of Kelso has requested an additional extension of time to complete the project. Except as previously amended, all other terms of the Interlocal Agreement dated April 2, 2013 will remain the same.

Recommendation:

The Office of Financial Management recommends the Board of Commissioners approve the amendment to the Interlocal Agreement between the City of Kelso and Cowlitz County, April 2, 2013, as previously amended, to provide for an extension of time for project completion for the construction of the runway extension at the Southwest Washington Regional Airport. The project is expected to be completed on or before December 31, 2017.

**SECOND ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN
CITY OF KELSO AND COWLITZ COUNTY**

This Addendum shall be attached to and made a part of the agreement between **COWLITZ COUNTY** and the **CITY OF KELSO**, dated April 2, 2013, as amended September 30, 2014.

WHEREAS, the parties previously entered into an Agreement whereby the County provided funding assistance to the City as part of the cost of various studies, wetland mitigation design, permitting and construction of offsite wetland replacement, and contract plans for construction of the stop way at the Southwest Washington Regional Airport which improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted by the City, dated January 7, 2013; and

WHEREAS, the parties wish to amend the terms of the agreement to extend the date of completion.

NOW, THEREFORE, in accordance with the agreement between the parties dated April 2, 2013, as amended, the parties agree that Paragraphs 3 and 5 (superseded language identified by strikeout) of the "AGREEMENT" section shall be further amended to read as follows:

3. Planning Design/Implementation: The City agrees to design and complete the project described herein, no later than ~~August 31, 2016~~ December 31, 2017. The County shall have no responsibility for the design or management of said project. The City shall have the sole authority to determine its design and enter into contracts with consultants and contractors in the manner allowed by law.

5. Budget: The total estimated cost for the project is \$560,000. The project is anticipated to be completed no later than ~~August 31, 2016~~ December 31, 2017. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the City hereby warrants and guarantees that said project shall be completed as described herein notwithstanding any cost overruns incurred in the course of the project.

All other terms and conditions of the Interlocal Agreement dated August 16, 2011, as previously amended, shall otherwise remain the same.

COWLITZ COUNTY, WASHINGTON

CITY OF KELSO

Michael A. Karnofski, Commissioner

Steve Taylor, City Manager

Dennis P. Weber, Commissioner

Attest:

Joe Gardner, Commissioner

Brian Butterfield, Clerk/Treasurer

Attest:

Approved as to form:

Tiffany Ostreim,
Clerk of the Board

Janean Parker, City Attorney

Approved as to form:

Douglas E. Jensen, Chief Civil
Deputy Prosecuting Attorney

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Addendum Number 4 -
Interlocal Agreement with Cowlitz County for
Rural Public Facilities Funds – Stopway Project
at the Southwest Washington Regional Airport

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: April 19, 2016 _____

City Attorney: Janean Parker

City Manager: Steve Taylor

PRESENTED BY:

Steve Taylor, City Manager/Interim Airport
Manager

Agenda Item Attachments:

Addendum No. 4 to Interlocal Agreement

SUMMARY STATEMENT:

The City has entered into an Interlocal agreement for rural development funds to assist with the total cost of the stopway project at the Southwest Washington Regional Airport.

The date for completion of this project was previously amended to August 31, 2016. This addendum extends the completion date to December 31, 2016

RECOMMENDED ACTION:

Move to approve Addendum No. 4 with Cowlitz County for Rural Public Facilities Funds.

AGENDA SUMMARY

To the Board of County Commissioners:
From: Claire J. Hauge,
OFM Director

Re: Fourth Addendum to Interlocal
Agreement with City of Kelso (2011)
Rural Development Funding:
Runway Extension Project

Staff: _____

Agenda Item No. _____
Dept. of Origin: Off of Financial Management
Date Submitted: April xx, 2016
For Agenda of: April xx, 2016
Expenditure Required: \$545,000
Amount Budgeted: \$ Sufficient
Budget Action Required: None

Clearance of other Departments Concerned: _____
Chief Civil Deputy Prosecuting Attorney
has approved
Approved for Agenda: _____

List of Exhibits:

City of Kelso Interlocal Agreement dated 8/16/2011
Addendum #1 dated 10/4/2011
Addendum #2 dated 6/11/2013
Addendum #3 dated 9/30/2014
Addendum #4

Summary Statement:

On July 20, 2010, the Board of Commissioners awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$150,000 as part of the cost to construct a runway extension at the Southwest Washington Regional Airport. The agreement was amended on October 4, 2011 and June 11, 2013 to extend the date for project completion.

On August 16, 2011, the Board of Commissioners awarded the City of Kelso an additional sum of \$300,000 for the runway extension project. The Agreement was amended on October 4, 2011, June 11, 2013 and September 30, 2014 to, among other things, extend the date for project completion, modify the scope of work and budget.

On April 2, 2013, the Board of Commissioners also awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$95,000 to fund various studies, wetland mitigation design, permitting and construction of offsite wetland replacement and contract plans for construction of a stop-way at the Southwest Washington Regional Airport.

The City of Kelso has requested an additional extension of time to complete the project. Except as previously amended, all other terms of the Interlocal Agreement dated August 16, 2011 will remain the same.

Recommendation:

The Office of Financial Management recommends the Board of Commissioners approve the amendment to the Interlocal Agreement between the City of Kelso and Cowlitz County, August 16, 2011, as previously amended, to provide for an extension of time for project completion for the construction of the runway extension at the Southwest Washington Regional Airport. The project is expected to be completed on or before December 31, 2016.

**FOURTH ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN
CITY OF KELSO AND COWLITZ COUNTY**

This Addendum shall be attached to and made a part of the agreement between **COWLITZ COUNTY** and the **CITY OF KELSO**, dated August 16, 2011, previously amended on October 4, 2011, June 11, 2013 September 30, 2014.

WHEREAS, the parties previously entered into an Agreement whereby the County provided funding assistance to the City for construction of a runway extension at the Southwest Washington Regional Airport, said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the City, dated March 30, 2011 (the "project"); and

WHEREAS, the parties wish to amend the terms of the agreement to extend the date of completion.

NOW, THEREFORE, in accordance with the agreement between the parties dated August 16, 2011, as previously amended, the parties agree that Paragraph 3 (superseded language identified by strikeout) of the "AGREEMENT" section shall be further amended to read as follows:

3. Construction: The City agrees to perform the environmental work and complete the project design no later than ~~August 31, 2016~~ December 31, 2016. The County shall have no responsibility for the design, construction or management of said project. The City shall have the sole authority to determine its design, construction and project management and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

All other terms and conditions of the Interlocal Agreement dated August 16, 2011, as previously amended, shall otherwise remain the same.

COWLITZ COUNTY, WASHINGTON

CITY OF KELSO

Michael A. Karnofski, Commissioner

Steve Taylor, City Manager

Dennis P. Weber, Commissioner

Attest:

Joe Gardner, Commissioner

Brian Butterfield, Clerk/Treasurer

Attest:

Approved as to form:

Tiffany Ostreim,
Clerk of the Board

Janean Parker, City Attorney

Approved as to form:

Douglas E. Jensen, Chief Civil
Deputy Prosecuting Attorney

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Professional Services Agreement with Gordon, Thomas, Honeywell Governmental Affairs for Lobbying Services

Agenda Item: _____

Dept. of Origin: _____ City Council _____

For Agenda of: _____ April 19, 2016 _____

Originator: _____ Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

- 2016-2017 Professional Services Agreement with Gordon, Thomas, Honeywell Governmental Affairs

SUMMARY STATEMENT:

The City engaged Gordon Thomas Honeywell Governmental Affairs (Briahna Murray and Alex Soldano) in 2014 to provide state legislative lobbying and advocacy services on Kelso's behalf. The most recent professional services agreement expires at the end of April 2016. GTHGA has provided a new agreement with the following adjustments:

- New term of agreement running from May 1, 2016 – December 31, 2017 which takes their services through the next legislative session and aligns the agreement with the calendar year
- Adjustment of monthly fee from \$2,000 to \$3,000 which increases the annual cost by \$12,000 (from \$24K to \$36K)
- Updated scope of work focused on year-round advocacy of city capital projects and legislative priorities.

The original fee applied to the City over the past two legislative sessions was significantly discounted from the standard fee most jurisdictions pay for lobbying services. For example, Longview pays \$4,000/month, Fife pays \$3,300, and Gig Harbor pays \$3,333. Other examples can be found at www.pdc.wa.gov. The proposed fee is in line with the market rate for year-round government advocacy.

GTHGA has been an effective City partner and directly assisted our successful efforts in obtaining a \$1.5 million appropriation for the Minor Road water reservoir replacement, securing the \$25 million South Kelso Railroad Grade Separation Project in the transportation revenue package, and making \$900,000 of the Grade Separation project's grant available to spend two years earlier than originally

scheduled. Ms. Murray and Mr. Soldano have spent a considerable amount of time working on Kelso's priorities and achieving results. The City's upcoming legislative agenda will require the same level of dedication and persistence, and staff's recommendation is to continue contracting with GTHGA for these vital advocacy services.

OPTIONS:

- 1.) Move to approve the Professional Services Agreement with Gordon, Thomas, Honeywell Government Affairs for lobbying services for 2016-2017.
- 2.) Do not approve the professional services agreement.
- 3.) Provide direction to staff for alternatives to the proposed agreement.

RECOMMENDED ACTION:

Move to approve the Professional Services Agreement with Gordon, Thomas, Honeywell Government Affairs for lobbying services for 2016-2017.

**CITY OF KELSO
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into by and between City of Kelso and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as “Consultant”), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the City of Kelso in accordance with Consultant’s Scope of Work, described in Attachment “A” hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the “Services”). Consultant’s Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.

B. Compensation; Expenses. The City of Kelso will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment “A.”

C. Invoices; Payment. Consultant will furnish the City of Kelso invoices at regular intervals, as set forth in Attachment “A.”

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment “A” and shall terminate same on the date set forth in Attachment “A,” unless earlier terminated by mutual agreement. The City of Kelso or consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment “A,” provided that either party provides 30-days notice.

E. Ownership of Work Product. The product of all work performed under this agreement, including reports, and other related materials shall be the property of the City of Kelso or its nominees, and the City of Kelso or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

F. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of the City of Kelso, or to empower consultant to bind or obligate the City of Kelso in any way. Consultant is solely responsible for paying all of Consultant’s own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

G. Release of Claims; Indemnity. Consultant hereby releases, and shall defend, indemnify and hold harmless the City of Kelso from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant’s fault, negligence, strict liability or product liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

H. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

A. Commercial General Liability insurance with written limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident covering all owned, non-owned, hired and leased vehicles.

2. The Consultant's insurance shall be endorsed to state as follows:

A. The coverage shall not be cancelled by either party, except after thirty (30) days prior written notice to the City.

B. The coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

I. Assignment. Consultant's rights and obligations hereunder shall not be assigned or transferred without the City of Kelso's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

J. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

K. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in Kelso, Cowlitz County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

L. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

Consultant:
Gordon Thomas Honeywell
Governmental Affairs

City of Kelso:

Briahna Murray, Vice President

Steve Taylor, City Manager

Date: _____

Date: _____

Attest

Approved as to Form

**ATTACHMENT “A” TO
CITY OF KELSO CONSULTING AGREEMENT**

- A. Scope of Work:** Consultant shall provide the City of Kelso with the following governmental affairs services:

General Washington State Legislative Services

- Provide the city with a daily presence in Olympia during the legislative session.
- Identify and track all relevant legislation.
- During the legislative session, provide the City with weekly reports and legislative tracking lists. Provide verbal updates to city staff and the city council at key times in the legislative cycle (e.g. before and after the legislative session).
- Attend all relevant legislative hearings.
- Attend all relevant legislative meetings, including weekly meetings hosted by the Association of Washington Cities to discuss legislation impacting all cities.
- Coordinate City officials to testify at relevant legislative hearings.
- Lobby to amend, defeat or pass legislation or budgets that directly affect the City’s interests.
- Strengthen relevant legislative relationships between the City, state legislators, and executive offices, including planning pre- and post- session meetings with the state legislative delegation to share the city’s legislative priorities and express appreciation for past legislative successes
- Work with the City to develop a legislative agenda that includes state budget requests and lobby the Legislature according to the legislative agenda.
- Engage in coalition building as needed to implement legislative agenda items.

Specific Legislative Issues:

- Develop and execute funding strategies for capital and transportation projects identified by city staff and supported by the city council.
- Develop and implement a funding plan in support of completing the final phase of the West Main Street Realignment Project that includes both state agencies and legislators.
- Monitor and ensure efficient delivery of funds toward Kelso’s Hazel Street Crossing project, including the funding for design work scheduled to begin in the 2017-19 legislative biennium
- Seek opportunities to address rising misdemeanor public defense costs due to stricter caseload standards.
- Proactively lobby against budget cuts that would negatively impact city revenues or programs.

- B. Compensation/Expenses:** The City of Kelso shall pay Consultant a monthly fee of \$3,000 for the services listed above. Consultant shall only bill communication and travel expenses, such as mileage, cell phone use, conference call service use, etc. Expenses shall not exceed \$2,000 for the term of the contract.

- C. Invoices/Payments:** (a) Consultant shall furnish the City of Kelso with invoices for services performed on a monthly basis, and (b) the City of Kelso shall pay each of Consultant's invoices within thirty (30) days after City's receipt and verification of invoices.
- D. Term of Agreement:** Consultant's services shall commence on May 1, 2016 and shall terminate on December 31, 2017.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY COUNCIL OF KELSO, WASHINGTON ADOPTING AN UPDATED SHORELINE MASTER PROGRAM AND SHORELINE MAP, AGREEING TO CHANGES PROPOSED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY, AND AUTHORIZING THE SUBMITTAL OF THE UPDATED SHORELINE MASTER PROGRAM FOR FINAL APPROVAL.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: April 19, 2016

Originator: Amy Mullerleile

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:

Steve Taylor

Agenda Item Attachments:

Ordinance

[Kelso Shoreline Master Program](#)

http://www.kelso.gov/sites/default/files/docs/kelso_smp_doe_adoption_draft_wout_tc_04-14-16.pdf

[Appendix B - Shoreline Environmental Designation Map](#)

http://www.kelso.gov/sites/default/files/docs/appx_b_sed_map.pdf

[Appendix C – Critical Areas Regulations](#)

http://www.kelso.gov/sites/default/files/docs/appx_c_cao_clean.pdf

Exhibit A – Redline KMC 18.08

SUMMARY STATEMENT:

The City began the process of updating the Shoreline Master Program (SMP) in 2012 in concert with several other Cowlitz County jurisdictions funded by a grant from the Department of Ecology. After numerous challenges and leadership changes the City hired Gregg Dohrn to help facilitate the completion of the document with the previously selected consultant Parametrix.

A series of public involvement opportunities were presented including the formation of a technical advisory committee and a public hearing at the May 12, 2015 Planning Commission meeting. On June 9, 2015 the Planning Commission recommended the City Council adopt the proposed Shoreline Master Program. A few minor changes were made in response to the public comments that were received and Gregg Dohrn gave a presentation to Council on the draft document at the Council meeting on June 16, 2015. On July 7, 2015 the City Council adopted Resolution No. 15-1137

expressing the intent to adopt the draft and authorizing its submittal to the Washington State Department of Ecology (DOE) for final approval.

Since its submission DOE has distributed the document to interested parties and agencies, provided a 30 public comment period, and performed considerable staff review of the proposed Program. DOE provided the City with a list of required and recommended changes to comply with the statutory requirements of the Washington State Shoreline Management Act. On April 1, 2016 the Director of DOE issued the City a conditional letter of approval stating that if the City agrees to DOE's required and recommended changes they were prepared to take final action to approve the Program and it would go into effect 14 days later. The City has agreed to those recommended and required changes and they are reflected in the exhibits accompanying this item. The proposed ordinance will adopt the SMP and accompanying documents and make the new program effective 14 days after DOE's final action.

This ordinance also repeals KMC 18.08 which adopts the current SMP by reference. A similar reference will be placed in the updated development regulations that are currently under review by staff and will be brought forward for Council consideration in the fall. This will not impact the implementation of the Program in the interim and will reduce redundancy in amendments to the KMC.

The SMP is a comprehensive regulatory document which contains many complex and technical components; all of these documents will be made available via the City's [website](#) but the provisions contained in the body of the [Kelso Shoreline Master Program](#), [Appendix B - Shoreline Environmental Designation Map](#), and [Appendix C – Critical Areas Regulations](#) are the crux of the Program.

RECOMMENDED ACTION:

Make a motion to approve Ordinance adopting the updated Shoreline Master Program and Shoreline Environmental Designation Map on first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF KELSO, WASHINGTON ADOPTING AN UPDATED SHORELINE MASTER PROGRAM AND SHORELINE MAP, AGREEING TO CHANGES PROPOSED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY, AND AUTHORIZING THE SUBMITTAL OF THE UPDATED SHORELINE MASTER PROGRAM FOR FINAL APPROVAL.

WHEREAS, the City of Kelso adopted a Shoreline Master Program in 1977 in accordance with the provisions of the Washington State Shoreline Management Act; and

WHEREAS, the City has now completed a process to update its Master Program as required by state law in accordance with state regulations and state guidelines; and

WHEREAS, the City of Kelso has conducted an extensive public process to review and update the Shoreline Master Program including a public visioning meeting, several public workshops, public meetings of a technical advisory committee, consultation with affected private property owners and public agencies, and public meetings of the City Planning Commission and City Council; and

WHEREAS, the City has conducted an environmental review of the proposed updated Shoreline Master Program and has issued a Determination of Non-Significance in accordance with the provisions of the Washington State Environmental Policy Act; and

WHEREAS, the City Council met with the City Planning Commission on April 21, 2015 to receive a report on the status of the draft updated Shoreline Master Program and to discuss the most recent comments provided by the Washington State Department of Ecology; and

WHEREAS, the City Planning Commission conducted a public hearing on May 12, 2015 to receive comments on the draft updated Shoreline Master Program; and

WHEREAS, on June 9, 2015 the City Planning Commission reviewed public comments and forwarded the draft updated Shoreline Master Program to the Kelso City Council with a recommendation to approve the document, subject to final approval by the Department of Ecology; and

WHEREAS, on July 7, 2015 the City Council reviewed the recommended updated Shoreline Master Program for the City of Kelso and adopted Resolution No. 15-1137 authorizing its submittal to the Washington State Department of Ecology for review and approval; and

WHEREAS, the Department of Ecology then reviewed the draft updated Shoreline Master Program submitted by the City and successfully distributed it for public review and comment in accordance with the provisions of RCW 90.58; and

WHEREAS, the City has further revised the updated Shoreline Master Program to respond to comments submitted to the Department of Ecology during the final public review

process as well as comments required and recommended by the Department of Ecology in order to meet statutory and guideline requirements; and

WHEREAS, on April 1, 2016 the Department of Ecology notified the City in writing that has conditionally approved the City's updated Shoreline Master Program subject to confirmation that the City accepts all required and recommended changes to the document.

NOW, THEREFORE,

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

SECTION 1. Updated Kelso Shoreline Master Program Adopted. The City hereby adopts the updated Kelso Shoreline Master Program, as attached in Exhibit A, and as subsequently approved by the Washington State Department of Ecology.

SECTION 2. Updated Shoreline Map Adopted. The City hereby adopts the updated Shoreline Environmental Designation Map in substantially the same form as the map in Exhibit B, and as subsequently approved by the Washington State Department of Ecology as the Official Shoreline Map for the City of Kelso.

SECTION 3. Acceptance of Recommended and Required Changes. The City Manager is hereby authorized to notify the Department of Ecology that the City Council accepts and has incorporated all required and recommended changes from the Department Ecology into the updated Shoreline Master Plan, as attached in Exhibit A, and the updated Shoreline Map, as attached in Exhibit B. The City Manager is further authorized to take such action as may be necessary to complete the adoption process in accordance with the provisions of state law and to implement the updated Shoreline Master Program and Shoreline Map.

SECTION 4. Current Master Program Repealed. The current City of Kelso Shoreline Master Program, Shoreline Map, and Kelso Municipal Code Chapter 18.08 Shoreline Master Program Adopted, are hereby repealed on the effective date of the updated Shoreline Master Program.

SECTION 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION 6. Effective Date of the updated Shoreline Master Program and Map. The updated Shoreline Master Program and the updated Shoreline Map shall go into effect fourteen days following written notice by the Department of Ecology of final approval.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____
_____, 2016.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Exhibit A

~~Chapter 18.08~~

~~SHORELINES MASTER PROGRAM ADOPTED~~

~~Sections:~~

~~18.08.010 — Adopted.~~

~~**18.08.010 — Adopted.**~~

~~The shorelines management master program for the county, prepared by the Cowlitz-Wahkiakum regional planning commission, December 18, 1973, and adopted by the county board of commissioners on August 17, 1977, as it now exists or as hereafter amended, three copies of which are on file with the city clerk, is adopted by this reference in its entirety as the shorelines management master program for the city insofar as the same is applicable. (Prior code § 15.08.010)~~

AGENDA SUMMARY SHEET

AGENDA ITEM: 2nd Reading of an
Ordinance providing for the issuance of not
to exceed \$3,600,000 aggregate principal
amount Limited Tax General Obligation
Bonds, 2016 to pay the costs of certain
street and stormwater improvements and
to pay the costs of issuance and sale of
the bonds.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 4/19/2016
ORIGINATING DEPT: Finance
DATE SUBMITTED: 4/12/2016
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See attached ordinance.

SUMMARY STATEMENT

At the February 2, 2016 meeting staff provided council with some funding options for the reconstruction of Yew Street and the renovation of Minor Road. After lengthy discussion, Council provided staff direction to go with the G.O. Bond option for funding.

The City plans to sell \$3,180,000 (preliminary) Limited Tax General Obligation Bonds that will mature in 2035. The estimated true interest cost is 2.67% and the estimated average annual payment will be \$228,073.

Marc Greenough from Foster Pepper PLLC will be available to answer Council questions.

City staff recommends approval of the bond ordinance on its second reading.

CITY OF KELSO, WASHINGTON

ORDINANCE NO. 16-3869

AN ORDINANCE of the City of Kelso, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$3,600,000 aggregate principal amount of limited tax general obligation bonds to provide funds to pay the costs of certain street and stormwater improvements and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed April 19, 2016

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

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**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF KELSO, WASHINGTON

ORDINANCE NO. 16-3869

AN ORDINANCE of the City of Kelso, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$3,600,000 aggregate principal amount of limited tax general obligation bonds to provide funds to pay the costs of certain street and stormwater improvements and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "Authorized Denomination" means \$5,000 or any integral multiple thereof within a maturity.

(b) "Beneficial Owner" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(c) "Bond" means each bond issued pursuant to and for the purposes provided in this ordinance.

(d) "Bond Counsel" means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(e) "Bond Fund" means the Limited Tax General Obligation Bond Fund, 2016, of the City created for the payment of the principal of and interest on the Bonds.

(f) "Bond Purchase Agreement" means an offer to purchase the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(g) "Bond Register" means the books or records maintained by the Registrar for the purpose of identifying ownership of each Bond.

(h) "City" means the City of Kelso, Washington, a municipal corporation duly organized and existing under the laws of the State.

(i) “City Council” means the legislative authority of the City, as duly and regularly constituted from time to time.

(j) “Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(k) “DTC” means The Depository Trust Company, New York, New York, or its nominee.

(l) “Designated Representative” means the officers of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(m) “Final Terms” means the terms and conditions for the sale of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(n) “Finance Director” means the Clerk/Finance Director of the City or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(o) “Fiscal Agent” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(p) “Government Obligations” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(q) “Issue Date” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(r) “Letter of Representations” means the Blanket Issuer Letter of Representations between the City and DTC, dated February 15, 2000, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(s) “MSRB” means the Municipal Securities Rulemaking Board.

(t) “Official Statement” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(u) “Owner” means, without distinction, the Registered Owner and the Beneficial Owner.

(v) “Project” means road and stormwater improvements to Yew Street and Minor Road, and other capital purposes, as deemed necessary and advisable by the City.

Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project.

(w) “Project Fund” means the fund or account designated or created by the Finance Director for the purpose of carrying out the Project.

(x) “Purchaser” means D.A. Davidson & Co., Seattle, Washington, or such other corporation, firm, association, partnership, trust or other legal entity or group of entities selected by the Designated Representative to purchase the Bonds.

(y) “Rating Agency” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(z) “Record Date” means the Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Registrar’s close of business on the date on which the Registrar sends the notice of redemption in accordance with Section 9.

(aa) “Registered Owner” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(bb) “Registrar” means the Fiscal Agent, or any successor bond registrar selected by the City.

(cc) “Rule 15c2-12” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(dd) “SEC” means the United States Securities and Exchange Commission.

(ee) “Securities Depository” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ff) “State” means the State of Washington.

(gg) “System of Registration” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 2952 of the City.

(hh) “Term Bond” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(ii) “Undertaking” means the undertaking to provide continuing disclosure entered into pursuant to Section 15 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Project.* The City is in need of making road and stormwater improvements to Yew Street and Minor Road and carrying out other improvement projects. The City Council finds that it is in the best interests of the City to carry out the Project.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 39.36 and 39.46 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The total expected cost of the Project is approximately \$3,500,000, which is expected to be made up of proceeds of the Bonds and other available money of the City.

(c) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$3,600,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without voter approval:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2016 is \$703,551,750.

(2) As of March 1, 2016, the City has limited tax general obligation indebtedness outstanding in the principal amount of \$2,175,000, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without voter approval.

(3) As of March 1, 2016, the City has no unlimited tax general obligation indebtedness outstanding.

(d) *The Bonds.* For the purpose of providing the funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more series in aggregate principal amount not to exceed \$3,600,000 to provide funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Description of the Bonds; Appointment of Designated Representative. The City Manager or Finance Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the

parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Registrar; Duties.* The Fiscal Agent is appointed as initial Registrar. The Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Registrar's powers and duties under this ordinance and the System of Registration. The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on each Bond. The Registrar may become an Owner with the same rights it would have if it were not the Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate Of Authentication. This Bond is one of the fully registered City of Kelso, Washington, Limited Tax General Obligation Bonds, 2016, described in the Bond Ordinance." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. Accrued interest on the Bonds, if

any, shall be deposited into the Bond Fund. Bond proceeds in excess of the amounts needed to pay the costs of the Project and the costs of issuance, if any, shall be deposited into the Bond Fund. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

(b) *Project Fund.* The Project Fund is created as a fund of the City for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Bonds shall be deposited into the Project Fund and used to pay the costs of the Project and costs of issuance of the Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Registrar shall select all other Bonds to be redeemed randomly in such manner as the Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered

Owner) of the same maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City or in the open market at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due.

The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants; Designation of Bonds as “Qualified Tax-Exempt Obligations.”

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City’s written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as “Qualified Tax-Exempt Obligations.”* The Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

(1) the Bonds do not constitute “private activity bonds” within the meaning of Section 141 of the Code;

(2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bonds are issued will not exceed \$10,000,000; and

(3) the amount of tax-exempt obligations, including the Bonds, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bonds are issued does not exceed \$10,000,000.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or

defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell the Bonds by negotiated sale based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of the Bonds and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 15. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser’s compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and has been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for the Bonds to be sold to the public or through a Purchaser as placement agent in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a) of this Section, with such modifications and

amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds in substantially the form attached as Exhibit B.

Section 16. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 17. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 18. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 19. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council of the City of Kelso, Washington, at an open public meeting thereof, this 19th day of April, 2016.

CITY OF KELSO, WASHINGTON

David Futcher, Mayor

ATTEST:

Brian Butterfield, City Clerk

APPROVED AS TO FORM:

Bond Counsel

**EXHIBIT A
PARAMETERS FOR FINAL TERMS**

- (a) Principal Amount. The Bonds may be issued in one or more series and shall not exceed the aggregate principal amount of \$3,600,000.
- (b) Date or Dates. Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (d) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.00%, and the true interest cost to the City for the Bonds may not exceed 3.80%.
- (e) Payment Dates. Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments annually thereafter, on dates acceptable to the Designated Representative.
- (f) Final Maturity. The Bonds shall mature no later than 25 years after the Issue Date.
- (g) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to optional redemption prior to maturity. If a Bond is subject

to optional redemption prior to maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price. The purchase price for the Bonds may not be less than 95% or more than 125% of the stated principal amount of that Series.

(i) Other Terms and Conditions. (1) No Bonds may be issued if they would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.

(2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Kelso, Washington
Limited Tax General Obligation Bonds, 2016

The City of Kelso, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No.16-3869 of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed valuation for that fiscal year; (4) regular property tax levy rate and regular property tax levy rate limit for that fiscal year; and (5) general fund revenues from other major tax sources;
- (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, _____; and
- (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The

sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Kelso, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. 16-3869 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 19, 2016, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is _____, 2016.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2016.

CITY OF KELSO, WASHINGTON

Brian Butterfield, City Clerk

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF KELSO RELATING TO SHOPPING CART THEFT AND REGULATION AMENDING 9.04.010 AND ADDING A NEW CHAPTER 9.64 SHOPPING CART CONTROL TO THE KELSO MUNICIPAL CODE

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ April 19, 2016 _____

Originator: _____ Steve Taylor _____

PRESENTED BY:
Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Proposed Shopping Cart Regulations Ordinance

SUMMARY STATEMENT:

At the February 16th regular meeting, the City Council voted 3-3 to reject the proposed ordinance regarding stolen and abandoned shopping carts. Councilmembers Rick Roberson and Todd McDaniel requested in writing to bring the ordinance back for consideration. City Attorney Parker and the City Manager presented additional information and options in response to specific concerns voiced by councilmembers at the March 1st meeting.

The proposed ordinance adopts RCW 9A.56.270 which makes it a Class 3 civil infraction to remove carts from establishments meeting the criteria noted above in addition to creating a process for the retrieval, impoundment, and disposition of shopping carts and establishing a fee aimed at cost recovery.

Following previous discussions with Council in November 2015 regarding this issue, letters were sent out to local retailers known to use shopping carts informing them of the proposed change.

The proposed ordinance has an effective date on **May 1, 2016**, in order to give local retail establishments notice of the new requirements and offer them an opportunity prepare their establishments properly. Staff has been working with the neighboring City of Longview to address the roving nature of shopping carts.

RECOMMENDED ACTION:

Move to approve on second reading an ordinance amending Chapter 9.04 State Criminal Statutes Adopted and adding Chapter 9.64 Shopping Cart Control to the Kelso Municipal Code.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO RELATING TO SHOPPING CART THEFT AND REGULATION AMENDING 9A.56.270 AND ADDING A NEW CHAPTER 9.62 SHOPPING CART CONTROL TO THE KELSO MUNICIPAL CODE

WHEREAS, shopping carts lost, stolen or abandoned on public and private property can obstruct access to sidewalks and streets, interfere with pedestrian and vehicular traffic, and impede emergency services creating a potential public safety hazard and harming public health and safety; and

WHEREAS, left unattended, lost, stolen, or abandoned shopping carts cause deteriorated community appearance and can create conditions of blight in the community; and

WHEREAS, the City has determined that abandoned shopping carts is becoming a more common problem within the City constituting a public nuisance; and

WHEREAS, the City wishes to deter the removal of shopping carts from businesses provide for the retrieval of lost, stolen, or abandoned shopping carts, and to prevent the accumulation of removed carts on public and private properties within the City;

NOW, THEREFORE,

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

SECTION 1. Kelso Municipal Code Chapter 9.04 Amended. That Kelso Municipal Code Section 9.04.010 is hereby amended to add the following state statute to the list of statutes adopted by reference:

RCW 9A.56.270 Shopping Cart Theft.

SECTION 2. Kelso Municipal Code Title 9 Amended. That Kelso Municipal Code

Title 9 is hereby amended to add a new Chapter 9.64 as follows:

Chapter 9.64 – Shopping Cart Control.

9.64.010 Purpose.

The purpose of this Chapter is to prevent the unlawful removal of shopping carts from the premises of businesses and to provide for the prompt retrieval of lost, stolen, or abandoned shopping carts to promote public health, safety, and welfare.

9.64.020. Removal of shopping cart violation and penalties.

A. It is a Class 3 civil infraction as defined in RCW 7.80.120 for a person without written permission of the owner or person entitled to possession to abandon or to be in possession of a shopping cart that is the property of another more than 100 feet away from the parking area of the retail establishment or shopping cart containment area of the owner of the shopping cart.

B. This section shall apply only if: (1) the shopping cart has a sign permanently affixed to it that identifies the owner of the cart or the retailer, or both, (2) the retail establishment posts notification to the public of the procedure to be used for authorized removal of the cart from the premises and notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized abandonment of the cart, is unlawful, and lists a telephone number or address for returning carts;.

9.64.030 Shopping cart identification signs and notice required.

A. Every shopping cart made available for use by customers shall have the following: (a) a sign permanently affixed to it that identifies the owner of the cart or the retailer, or both; (b) notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; (c) notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is unlawful; and (d) lists a telephone number or address for returning carts removed from the premises or parking area to the owner or retailer.

B. Every retail establishment providing shopping carts shall post in a conspicuous location on the retail establishment property a notification to the public that unauthorized removal of

shopping carts from the premises of the business and the unauthorized possession of a shopping cart is unlawful. The posted notification shall also contain the procedure to be utilized for authorized removal of the cart from the business premises and list a telephone number or address for returning carts removed from the premises.

C. Every retail establishment providing shopping carts shall keep on file with the City Police Department a current telephone number and physical address at which the retail establishment may be contacted for the purpose of reporting the location of abandoned, lost, or stolen shopping carts.

9.64.040 Retrieval and impoundment procedures.

A. Impoundment with Notice. The City may impound a shopping cart which has affixed to it identification information as required by KMC 9.64.020(B), if the following conditions have been satisfied:

1. Location Outside of Premises. The shopping cart is located outside the premises or parking area of a retail establishment and is left unattended or discarded on public property owned by or under the control of the city, or on any right-of-way within the city, or on private property where the owner has consented to removal; and
2. Notice of the cart's discovery and location is given to the shopping cart's owner, retailer, or agent unless such notice has been voluntarily waived by the shopping cart's owner, retailer, or agent; and
3. Failure to Retrieve Cart. The shopping cart is not retrieved within forty eight (48) hours from the date notice is given. The forty-eight hours shall be calculated using only days Monday through Friday and will not include weekend days Saturday and Sunday.

B. Impoundment without Notice. A shopping cart may be impounded without notice if one of the following conditions is satisfied:

1. Hazardous Location. If a shopping cart will impede emergency services, or the normal flow of vehicular or pedestrian traffic, city enforcement personnel are authorized to immediately retrieve the shopping cart from public or private property and impound it. If the cart has identification information affixed, the owner will be notified and given

forty-eight hours to retrieve the cart before a collection fee is assessed using the time calculation listed in subsection (A)(3) of this section; or

2. Lack of Identification. If a shopping cart is unattended or discarded and located outside the premises or parking area of a retail establishment and does not have the required identification information affixed thereto as required by KMC 9.64.020(B), the city may immediately retrieve the shopping cart from public property owned by or under control of the city, any right-of-way within the city, or private property with the consent of the owner; or

3. Evidence of a Crime. Any lost or stolen shopping cart may be impounded as evidence in a criminal investigation.

9.64.050 Fees and disposition of carts.

A. Impounded Carts. When a shopping cart is impounded in accordance with this chapter, the city may charge a cart collection fee to the owner of a shopping cart. The fine shall be in the amount of twenty-five dollars per cart and each cart collected shall constitute a separate violation. Any owner having installed a locking device on its carts which has been disabled by one other than the owner or his agent shall be exempt from the fine.

B. Disposition of Carts. The city may sell or otherwise dispose of any cart not reclaimed within seven days from the date of notification to the owner or the owner's agent of the cart's discovery and location.

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 May 1, 2016 after its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2016.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

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

SUBJECT TITLE:

AN ORDINANCE OF THE CITY OF
KELSO AMENDING KELSO
MUNICIPAL CODE CHAPTER 8.20
FIREWORKS TO REVISE
PERMITTING AND APPROVAL
PROCEDURES AND REFLECT
CHANGES IN STATE LAW

Agenda Item: _____

Dept. of Origin: _____

For Agenda of: April 19, 2016

Cost of Item: _____

City Manager: Stephen Taylor

PRESENTED BY: Janean Parker

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance

SUMMARY STATEMENT:

The proposed ordinance provides many updates to bring the code into compliance with current state law. These include incorporating the state fireworks laws by reference such that if the state law is more restrictive it shall apply and if city code is more restrictive, then it shall apply. The amendments also replace the definitions with those in state law, and amending the sale and discharge dates to reflect the dates set forth in state law.

In addition, the ordinance provides for permitting decisions to be made by the City Manager and provides some clarification of the standards for these permitting decisions. Finally, the ordinance amends the appeal and penalty provisions.

FINANCIAL SUMMARY:

OPTIONS:

Do nothing.

Pass the ordinance as proposed

Direct staff to make further amendments to the ordinance.

RECOMMENDED ACTION:

Move to approve the ordinance on second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTER 8.20 FIREWORKS TO REVISE PERMITTING AND APPROVAL PROCEDURES AND REFLECT CHANGES IN STATE LAW

WHEREAS, the City adopted Chapter 8.20 Fireworks in 1986 and changes to state law governing the regulation of fireworks have since occurred that have not been reflected in the municipal code; and

WHEREAS, the City Council finds that it is in the public interest and will promote efficient and timely decisions regarding permits to authorize the City Manager to approve or deny such permits and set the criteria therefore;

NOW, THEREFORE,

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

SECTION 1. That Kelso Municipal Code Chapter 8.20 is hereby amended as set forth in Exhibit A, attached hereto and incorporated fully by this reference.

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 _____, 2016.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Exhibit A.

8.20 FIREWORKS

8.20.005. Statutory Provisions—adoption by reference.

RCW Chapter 70.77, as currently enacted or as hereafter amended from time to time is adopted by reference as and for the ordinances of the city regulating the sale, possession and use of common and special fireworks as if set forth in full in this section, except further limited by the provisions of this Chapter.

8.20.010 Definitions.

A. Unless the context in which they are used otherwise requires, the following definitions shall contained within the Revised Code of Washington (RCW) Chapter 70.77 sections 126 through 236 are hereby adopted by reference as currently enacted or as hereafter amended from time to time and shall be given the same force and effect as if set forth herein in full. govern the construction of the terms found in this chapter:

B. The term “common fireworks, shall, in addition to the definition set forth in RCW 70.77.136, include the types of fireworks set forth in WAC 212-17-035.

C. The term “special fireworks,” shall, in addition to the definition set forth in RCW 70.77.131, include the types of fireworks set forth in WAC 212-17-040.

D. The term “city”, “local public agency” and “local government” as used in Chapter 70.77 RCW that are adopted by reference in this Chapter shall mean the City of Kelso.

~~E.~~ The term, “Fire chief” or “local fire official” shall ~~means the chief administrative officer of Fire Protection District No. 2 and/or his designee who shall be the local fire official for purposes of RCW Chapter 70.77.~~

~~A. “Agricultural and wildlife fireworks” means and includes fireworks devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the United States Department of the Interior.~~

~~B. "Common fireworks" means any fireworks designed primarily to produce visible or audible effects by combustion.~~

~~I. "Common fireworks" includes:~~

~~a. Ground and hand-held sparkling devices, including items commonly known as dipped sticks, sparklers, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, and flitter sparklers;~~

~~b. Smoke devices;~~

~~c. Fireworks commonly known as helicopters, aerials, spinners, roman candles, mines and shells;~~

~~d. Class C explosives classified on January 1, 1984, as common fireworks by the United States Department of Transportation.~~

~~2. "Common fireworks" does not include fireworks commonly known as firecrackers, salutes, chasers, skyrockets and missile type rockets.~~

~~C. "Fire chief" means the chief administrative officer of Fire Protection District No. 2 and/or his designee who shall be the local fire official for purposes of RCW Chapter 70.77.~~

~~D. "Fire nuisance" means anything or any act which increases, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service or preventing, suppressing or extinguishing fire; or which may obstruct, delay or hinder, or may become the cause of any obstruction, delay or the hindrance to the prevention of or extinguishment of fire.~~

~~E. "Fireworks" means any composition or device, in a finished state, containing any combustible or explosive substance for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, and classified as common or special fireworks.~~

~~F. "License" means a nontransferable formal authorization which the State Fire Marshal is permitted to issue under RCW Chapter 70.77 to engage in the acts specifically designated therein.~~

~~G. "Manufacturer" means and includes any person who manufactures, makes, constructs, fabricates or produces any fireworks article or device but does not include persons who assemble or fabricate sets or mechanical pieces in public displays of fireworks.~~

~~H. "Permit" means the official permission granted by the city for the purpose of doing any act which is regulated by this chapter.~~

~~I. "Person" means and includes any individual, firm, partnership, joint venture, association, concern, corporation, estate, trust, business trust, receiver, syndicate or any other group or combination acting as a unit.~~

~~J. "Public display of fireworks" means an entertainment feature where the public is admitted or permitted to view the display or discharge of special fireworks.~~

~~K. "Pyrotechnic operator" means and includes any individual who by experience and training has demonstrated the required skill and ability for safely setting up and discharging public displays of fireworks.~~

~~L. "Retailer" means and includes any person who, at a fixed location or place of business, sells, transfers or gives common fireworks to a consumer or user.~~

~~M. "Special fireworks" means and includes any fireworks designed primarily for exhibition display by producing visible or audible effects. The term includes fireworks commonly known as skyrockets, missile-type rockets, firecrackers, salutes and chasers and fireworks not classified as common fireworks.~~

~~N. "Wholesaler" means and includes any person who sells fireworks to a retailer or any other person for resale and any person who sells special fireworks to public display permittees.~~

8.20.020 Unlawful acts without obtaining a permit.

No person shall do any of the following acts in the city without having first obtained and having in full force and effect a valid permit issued by the city to do so:

A. Manufacture, import, possess or sell any fireworks, including agricultural and wildlife fireworks, at wholesale or retail for any use; provided, however, no permit is required for the possession or use of common fireworks lawfully purchased at retail;

B. Discharge special fireworks at any place;

C. Make a public display of fireworks; or

D. Transport fireworks, except as a public carrier delivering to a permittee.

8.20.030 Permit—Application—Form.

A. Any person desiring to do any act set forth in Section [8.20.020](#) of this chapter shall first make written application for a permit to the fire chief. The application for a permit shall be signed by the applicant. If the application is made by a partnership, it shall be signed by each partner of the partnership, and if the

application is made by a corporation, it shall be signed by an officer of the corporation and bear the seal of the corporation.

B. The application shall be in such form as the fire chief shall require and shall include, at a minimum, the following information:

1. The true name, address and telephone number of the applicant;
2. A statement by the applicant that he or she is over the age of eighteen years of age;
3. A statement as to whether the applicant possesses a license issued by the State Fire Marshal to do the act for which the permit is sought, and the current status of such license;
4. The proposed location at which the applicant intends to perform the act for which the permit is sought; and
5. Such other information as the fire chief may require in order to make any investigation or report required by this chapter.

8.20.040 Permit—Fee.

All applications for permits pursuant to this chapter shall be accompanied by a nonrefundable permit fee in an amount set by resolution of the city council for each fireworks stand and a refundable deposit also in an amount set by resolution of the city council shall be submitted at the time application is made to insure proper cleanup of the site following the close of business. The city council finds that this charge is necessary to cover the legitimate administrative costs for permit processing and inspection.

8.20.050 Permit—Certificate of insurance coverage.

All applications for permits pursuant to this chapter shall be accompanied by a certificate of insurance coverage evidencing the carrying of a comprehensive general liability insurance policy, issued by a company authorized to do business in Washington, and shall provide a minimum coverage of one million dollars for bodily injury liability for each person per occurrence and two million dollars annual aggregate. Such general liability policy shall name the city as an additional insured party, must be in full force and effect for the duration of the permit, and shall include a provision prohibiting cancellation of said policy without thirty days' written notice to the city. The policy and certificate shall be in a form approved by the city attorney.

8.20.060 Permit—Investigation and report.

It shall be the duty of the fire chief to make an investigation and prepare a report of his findings and conclusions for or against the issuance of the permit, together with his reasons therefor. In the case of an

application for a permit for a public display of fireworks, the fire chief shall, in addition to any other investigation, make an investigation as to whether such display as proposed will be of such a character and will be so located that it may be hazardous to property or dangerous to any person.

8.20.070 Permit—Approval or denial—~~Council authority.~~

The ~~city council~~City Manager shall have the power to grant or deny any application for a permit, or to subject the same to such reasonable conditions, if any, as ~~the City Manager~~it shall prescribe.

The decision of the City Manager shall be final. An applicant may appeal the decision of the City Manager to the county superior court by filing such appeal within ten days of the date of the final decision. This shall be the exclusive remedy of any permittee under this chapter.

8.20.080 License required prior to issuance of permit.

No permit shall be issued unless the person applying therefor shall first have obtained and have in full force and effect a valid license issued by the State Fire Marshal, pursuant to RCW Chapter 70.77, to do the particular act or acts for which the permit is sought.

8.20.090 Public display permit—Application.

Applications for public display of fireworks shall be made in writing at least ten days in advance of the proposed display.

8.20.100 Public display permit—Limitations—Nontransferable.

If a permit for the public display of fireworks is granted, the sale, possession and use of fireworks for the public display is lawful for that purpose only. No such permit granted shall be transferable.

8.20.110 Public display—Supervision required.

Every public display of fireworks shall be handled or supervised by a pyrotechnic operator approved by the fire chief.

8.20.120 Fireworks stands—Limitations on number.

A maximum of one permit per five thousand population, or portion thereof shall be available for issue each year. ~~In the event more than the authorized number of permits are requested, p~~Permits ~~shall~~may be granted or denied based upon the ~~council~~City Manager's assessment of the applicants experience and demonstrated record together with such other factors as are determined to be in the best interest of and benefit the community. All applications to operate fireworks stands shall be made no later than ~~the~~the May 2nd of the calendar year in question.

8.20.130 Common fireworks sales—Permit required.

No person shall sell common fireworks to a consumer or user thereof other than at a fixed place of business of a retailer for which a license and permit have been issued.

8.20.140 Common fireworks sales—Selling restrictions.

All sales of common fireworks shall be from temporary stands, which shall not be erected prior to the eighteenth day of June of any year and which shall be removed or torn down not later than the sixteenth day of July of the same year.

8.20.150 Common fireworks sales—General requirements.

The fireworks stands of all those persons engaging in the sale of common fireworks pursuant to a permit issued under this chapter shall conform to the following minimum standards and conditions:

- A. Fireworks stands shall comply with all provisions of the building code and shall be constructed in such a manner so as not to endanger the safety of attendants and patrons;
- B. No fireworks stand shall be located within fifty feet of any other building or structure;
- C. Each fireworks stand must have at least two exits which shall be unobstructed at all times;
- D. Each fireworks stand shall have in a readily accessible place, at least two fire extinguishers approved by the fire chief;
- E. All weeds, grass and combustible material shall be cleared from the location of the fireworks stand and the surrounding area a distance of not less than twenty feet, measured from the exterior walls on each side of the fireworks stand;
- F. No smoking shall be permitted in or near a fireworks stand, and the same shall be posted with proper "No Smoking" signs;
- G. Each fireworks stand shall have an adult in attendance at all times that the stand is stocked. Stock from the stand shall not be removed or stored in any other building during the sales period without the express written approval of the fire chief;
- H. No fireworks stand shall be located within a radius of 500 feet from any other stand;
- I. Each fireworks stand shall have provision for sufficient off-street parking, in the opinion of the fire chief, to avoid impeding continuous flow of traffic at entrances and exits from the premises;
- J. Each fireworks stand shall post prominently a list of fireworks that may be sold to the public.

8.20.160 Common fireworks sales—Time restrictions.

A. No common fireworks shall be sold or discharged within the city except from 12:00 noon on the twenty-eighth of June to 9:00 pm on the fifth ~~12:00 noon on the sixth~~ day of July of each year. No common fireworks may be sold or discharged between the hours of 11:00 p.m. and 9:00 a.m.

8.20.170 Permit authorizes activities of salesmen, employees.

The authorization to engage in the particular act or acts as conferred by a permit to a person shall extend to salesmen and other employees of such person.

8.20.180 Approved storage facilities—Required.

It is unlawful for any person to store unsold stocks of fireworks remaining unsold after the lawful period of sale as provided in his permit except in such places of storage as the fire chief shall approve. Unsold stocks of fireworks remaining after the authorized retail sales period from 12:00 noon on June 28th to ~~12:00 noon on July 6th~~ 9:00 pm on July 5th shall be returned on or before July 31st of the same year to the approved storage facilities of a licensed fireworks wholesaler, to a magazine or storage place approved by the fire chief or to a place approved by the State Fire Marshal. Upon receiving a written application at least ten days prior to the date of proposed storage, the fire chief shall investigate whether the character and location of the storage would constitute a hazard to any property or be dangerous to any person. Based upon the investigation, the fire chief may grant or deny any application for storage or to subject the same to such reasonable conditions, if any, as he shall prescribe.

8.20.190 Special fireworks—Sales or transfers.

No person shall sell or transfer any special fireworks to any person who is not a fireworks permittee as provided in this chapter.

8.20.200 Manufacture or sale of fireworks for out-of-state shipment.

This chapter does not prohibit any manufacturer, wholesaler, dealer or jobber, having a license issued by the State Fire Marshal and a permit secured under the provisions of this chapter from manufacturing or selling any kind of fireworks for direct shipment out of the state.

8.20.210 Fire nuisances prohibited.

No person shall allow any rubbish to accumulate in any premises where any fireworks are sold or stored or permit a fire nuisance to exist on such premises.

8.20.220 Unlawful possession prohibited.

The possession of any class or kind of fireworks in violation of the provisions of this chapter is prohibited.

8.20.230 Reckless discharge or use prohibited.

It is unlawful for any person to discharge or use fireworks in a reckless manner which creates a substantial risk of death or serious physical injury to another person or damage to the property of another.

8.20.240 Use of fireworks in public parks and on public land prohibited.

A. It is unlawful for any person to discharge or possess any fireworks upon public land or in any public park owned by the city.

B. Nothing in this chapter shall be deemed to limit the authority of the ~~council~~City to allow event display of special fireworks under a permit issued in accordance with the provisions of this chapter.

8.20.250 Exceptions—Signal purposes, forest protection.

This chapter does not prohibit the use of flares or fuses in connection with the operation of motor vehicles, railroads or other transportation agencies for signal purposes or illumination or for use in forest protection activities.

8.20.260 Exceptions—Special effects for entertainment media.

This chapter does not prohibit the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, theatricals or operas when such use and display is a necessary part of the production and such person possesses a valid permit issued by the city to purchase, possess, transport or use such fireworks.

8.20.270 Permit revocation or suspension—Authority.

The ~~fire chief~~City Manager may at any time suspend or revoke any permit issued under the provisions of this chapter, if the permittee has:

A. Violated any of the provisions of this chapter by the person holding such permit or any of his servants, agents or employees;

B. Made any false statement or misrepresentation of fact in connection with obtaining the permit; or

C. Failed to obtain or has had any license required by the state to engage in any act prohibited by RCW Chapter [70.77](#) or this chapter to be done without a license, suspended or revoked; or

D. Has had any insurance coverage required by this chapter cancelled, revoked or lapsed.

8.20.280 Permit revocation or suspension—Determination and notification.

When the City Manager or fire chief determines that there is cause for revoking or suspending any permit issued pursuant to this chapter, the ~~fire chief~~City Manager shall notify the person holding such permit.

The notice shall specify the grounds for the suspension or revocation of the permit. The suspension or revocation shall become effective immediately upon receipt of the notice by the permittee.

8.20.290 Permit revocation or suspension—Appeal procedure.

The decision of the ~~fire chief~~City Manager with respect to the revocation or suspension of any permit issued under this chapter shall be final. Any permittee whose permit is suspended or revoked may appeal the decision of the ~~fire chief~~City Manager to the county superior court by filing such appeal within ten days of the date of the final decision ~~of the fire chief~~. This shall be the exclusive remedy of any permittee under this chapter.

8.20.300 Violation—Penalty.

A. Except as provided in section B, Any person violating any of the provisions of this chapter shall, upon a finding that such violation was committed, be guilty of a misdemeanor and be punished by a monetary penalty in a sum not exceeding ~~five hundred~~one thousand dollars or imprisonment not to exceed ~~90~~180 days or by both such fine and imprisonment.

B. For those violations constituting a gross misdemeanor under RCW 70.77, any person violating those provisions shall, upon a finding that such a violation was committed, be guilty of a gross misdemeanor, punishable as set forth by RCW 9.92.020.

8.20.310 Violation deemed a separate, continuing offense.

A person commits a separate offense for each day during which he commits, continues or permits a violation of any provision of this chapter.

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

SUBJECT TITLE:

AN ORDINANCE OF THE CITY OF KELSO
VACATING A PORTION OF TALLEY WAY
ROW IN THE CITY OF KELSO TO A CITY
OWNED PARCEL OCCUPIED BY THE SWRA

Agenda Item: _____

Dept. of Origin: Community Dev\Engineering

For Agenda of: April 19, 2016

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance with attachments

SUMMARY STATEMENT:

Southwest Washington Regional Airport (SWRA) has need to allow for construction a fence to provide site security. To effectively complete this construction a portion of Talley Way Right of Way will be required. This portion is no longer required for street purposes. As a result, staff proposes vacating this portion of Talley Way Right of Way to the SWRA. The City would, as a part of the vacation process hold back an easement (as allowed by state law) for the public utilities and services that may remain in the vacated area.

Under state law at RCW 35.79, the process for vacation is by a petition of the abutting property owners (or a resolution of the legislative authority.) to initiate the process. Then a public hearing must be held on the vacation and the City may adopt an ordinance vacating the street or any part thereof. The adoption of this resolution setting the public hearing date was the first step in this process.

The City adopted Resolution 16-1152 on March 15, 2016 initiating the vacation process and setting a hearing for April 5th. The City provided all the required notices for the hearing. The City did not receive any objections from the abutting property owners prior to the hearing date. The required public hearing was held in consideration of the proposed ordinance. The proposed ordinance vacates the right of way with the reservation of necessary public utility easements as allowed by the statute. The ordinance also directs Community Development to effectuate the vacation and real property transfers.

FINANCIAL SUMMARY:

There is no financial impact. The City is vacating the right of way to another City owned parcel.

RECOMMENDED ACTION:

Move to pass the Ordinance on second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO VACATING A PORTION OF TALLEY WAY ROW IN THE CITY OF KELSO TO A CITY OWNED PARCEL OCCUPIED BY THE SOUTHWEST WASHINGTON REGIONAL AIRPORT

WHEREAS, pursuant to RCW 35.79.010, the City Council has the authority to initiate the vacation of a public street or a portion thereof; and

WHEREAS, the City Council passed Resolution No. 16-1152 on March 15, 2016 initiating the procedure for vacating a portion of Talley Way right of way in Kelso, which is legally described in Exhibit A and set a public hearing for the matter on April 5, 2016; and

WHEREAS, twenty days written notice of the time, place, and purpose of the hearing was published and posted in three of the most public places in the City and like notices were posted in conspicuous places at the proposed right-of-way vacation site; furthermore, written notice was given to the abutting property owners having an interest in the vacation; and

WHEREAS, the City did not receive any written objections from the property owners abutting upon that part of the street sought to be vacated prior to the time of the public hearing; and

WHEREAS, a public hearing was conducted by the City Council on April 5, 2016, where Council Members heard testimony, deliberated on the matter; and

WHEREAS, the City Council finds that it is in the public interest to vacate those portions of Talley Way legally described in Exhibit A;

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

SECTION 1. Vacation of Street Right of Way. That the real property legally described in Exhibit A, attached hereto and fully incorporated by this reference, consisting of portions of Talley Way right of way, is hereby vacated upon the satisfaction of the conditions set forth in this ordinance.

SECTION 2. Compensation for Vacation. No compensation by the abutting property owners is required because the street is being vacated at the petition of the City and to the City for the purposes of use by the Southwest Washington Regional Airport, public entity.

SECTION 3. Reservation of Easements. The vacation is furthermore conditioned upon and subject specifically to the reservation by the City of a 30 foot easement across the property for public utilities and services, in a location to be determined by the City.

SECTION 4. Authorizing the Community Development Department to effectuate vacation. The Community Development Department is authorized and directed to prepare and execute all necessary documents to effectuate the right of way vacation, including but not limited to preservation of a utilities easement in a form acceptable to the Community Development Director, and recording of the vacation upon the completion of the necessary conditions.

SECTION 5. 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 6. 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 _____, 2016.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Resolution to Adopt the
West Kelso Subarea Plan

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: April 19, 2016

PRESENTED BY:
Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

Proposed Resolution
Draft West Kelso Subarea Plan

SUMMARY STATEMENT:

As part of the City's 2015 Comprehensive Plan update the neighborhood of West Kelso was designated as a special study area to examine the impacts of recent public improvements and future development potential. In July 2015 BERK consulting was hired to complete the West Kelso Subarea plan and serve as a road map to generate the desired future development of the neighborhood.

On January 19, 2016 the project manager gave a presentation to the City Council and Planning Commission on the proposed draft plan. On February 9, 2016 the Planning Commission recommended that the City Council adopt the West Kelso Subarea Plan. On March 15, 2016 the Council discussed the adoption of the plan.

Much of what is contained in this plan mirrors work that is being done outside of West Kelso. Recommended updates to the Zoning Map, Future Land Use Map, and development regulations are contained in the Plan and also currently under way city-wide. In order to reduce redundancy and promote transparency, implementation of the plan will occur in phases with separate opportunities for public comment and Council feedback.

The proposed resolution will adopt the tenets and vision created by the plan. As work on the City's development regulations, Zoning Map, and Future Land Use map is completed they will be presented for Council approval and will include desired provisions from the [West Kelso Subarea Plan](#).

RECOMMENDED ACTION:

Move to approve the resolution adopting the West Kelso Subarea Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO,
WASHINGTON ADOPTING THE WEST KELSO SUBAREA PLAN**

WHEREAS, new public investment and infrastructure projects in the West Kelso Neighborhood have significantly changed traffic patterns and the development potential of the area; and

WHEREAS, the Kelso City Council adopted updates to the City's Comprehensive Plan on January 17, 2015 which identifies the need for a West Kelso Subarea plan and designates the West Kelso Neighborhood as a Special Study Area on the Future Land Use Map; and

WHEREAS, preparation of the West Kelso Subarea Plan began in July of 2015 and included an extensive public outreach component comprised of stakeholder interviews, an online survey, two public workshops, and three status reports to the City Council; and

WHEREAS, on January 19, 2016 a joint meeting of the the City Council and Planning Commission was held and a presentation of the final draft Plan was presented; and

WHEREAS, on February 9, 2016 the Planning Commission recommended the Kelso City Council's adoption of the plan.

WHEREAS, the City has prepared a SEPA Checklist for the draft West Kelso Subarea Plan and has issued a Determination of Non-Significance; and

WHEREAS, the City anticipates incremental implementation of the recommendations contained in the Plan and will provide separate opportunities for review and comment at each stage;

NOW, THEREFORE,

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

SECTION 1. The West Kelso Subarea Plan as set forth in Exhibit A, attached hereto and hereby incorporated is adopted.

SECTION 2. This resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of
, 2016.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

West Kelso Subarea Plan

History

- West Main Realignment changed traffic patterns and development potential of West Kelso Neighborhood
- Comprehensive Plan adopted February 17, 2015
 - Future Land Use Map designated neighborhood as Special Study Area
- Work on the West Kelso Subarea Plan began in July 2015
- Outreach included stakeholder interviews, online survey, project page on City's website, postcard mailers, 2 public workshops, and three Council presentations
- Planning Commission recommended Council adoption – February 9, 2016

Vision Statement

West Kelso is a safe, clean, and healthy neighborhood with a strong sense of community engagement and economic opportunities. The neighborhood is known for being a great place to live, raise a family, run a local business, or visit because of the attractive streets and buildings, and a thriving local business district. West Kelso is also a great place to walk with interconnected sidewalks, trails, parks, activities on Main Street, and a strong visual connection to the waterfront. Significant reinvestment by both the public and private sector continues to strengthen the neighborhood.

Guiding Principles

- | | |
|---|---|
| <p>1. Safe Community. In order to thrive, the West Kelso Neighborhood must be perceived as safe and inviting with low incidents of crime.</p> | <p>6. Support Youth. West Kelso must provide opportunities for kids to thrive by supporting an active and healthy lifestyle and by providing educational opportunities.</p> |
| <p>2. Clean Environment. West Kelso must be clean and inviting for residents, employees, and visitors in order to attract renewed investment in the community.</p> | <p>7. Community Investment. The community, including the City of Kelso, community organizations and the citizens, must commit to creating a better future for West Kelso.</p> |
| <p>3. Healthy Community. The West Kelso Neighborhood must support healthy lifestyles by providing high-quality parks, open spaces, trails, access to healthy foods, and reducing drug addiction.</p> | <p>8. Support Local Businesses. The local businesses in West Kelso should be supported by the local community to provide a range of goods, services, and employment opportunities.</p> |
| <p>4. Economic Opportunity for All. West Kelso must support economic opportunity for West Kelso residents and the region by providing living wage jobs.</p> | <p>9. Walkable. One of West Kelso strongest assets is the interconnected street grid and sidewalk network that should be maintained and strengthened over time.</p> |
| <p>5. Engaged Community for the Future of West Kelso. The citizens of Kelso and West Kelso must be actively engaged in shaping the future of the neighborhood for the benefit of the community.</p> | <p>10. Attractive. West Kelso should be attractive and a place people want to live, work, and visit.</p> |

Proposed Future Land Use Map

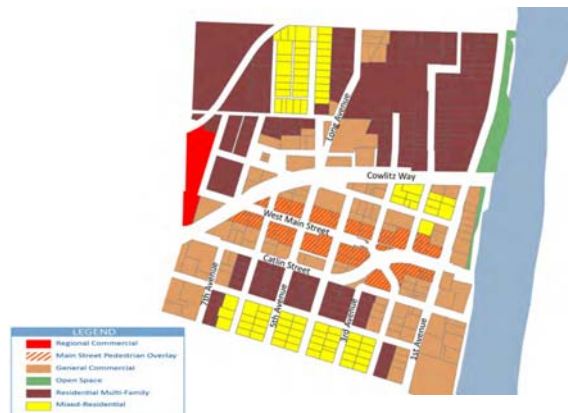


Zoning Map

Current



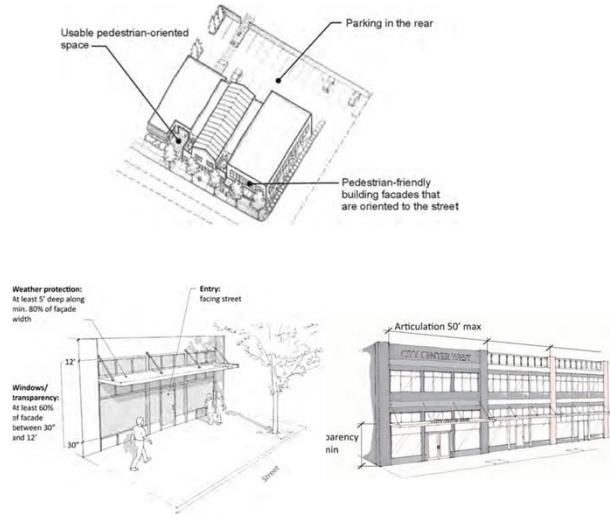
Proposed



Development Regulations

West Main Pedestrian Overlay

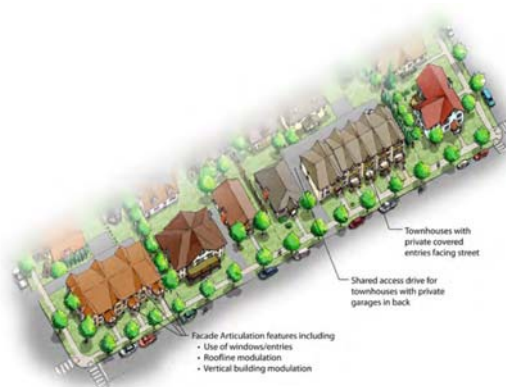
- Create high-quality pedestrian-oriented design elements.
- Active first floor non-residential
- Mixed use upper floors
- Transparent first floor store fronts
- Overhead weather protection
- Building width and articulation requirements
- Reduced offstreet parking requirements
- Minimal setbacks



Development Regulations

Mixed Residential Zone

- Allows mix of residential development types.
- Increased density allowance of approximately 17 units per acre
- Provides incentive for redevelopment and investment while allowing for more diverse housing options and infill development



Timeline

- Council adoption of Plan as general guidelines - April
- Planning Commission review:
 - West Kelso regulations and maps – April
 - Development regulations – May & June
- Council review proposed changes
 - Comprehensive Plan and FLUM – July/August
 - Zoning Map and development regulations – August/September
 - Final comprehensive review and adoption – September/October

Any Questions?