

Kelso City Council Agenda

Regular Meeting, 6:00 pm
November 15, 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:

Marv Kasemeier from New Song

1. Approve Minutes:

1.1. November 1, 2016 – Regular Meeting

2. Proclamation:

2.1. International Education Week

3. Public Hearing:

3.1. Final 2017-2018 Budget

4. Consent Item:

4.1. Auditing of Accounts

5. Citizen Business:

Kelso City Council Agenda

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6. Council Business:

- 6.1. Contract Addendum No.1 – Indigent Defense Legal Services

7. Action/Motion Items:

- 7.1. Ordinance 1st Reading,
 - 7.1.1. Business & Occupations Utility Tax Amendment
- 7.2. Ordinance 2nd Reading
 - 7.2.1. Setting 2017 Property Tax Levy Amount
- 7.3. Ordinance 2nd Reading
 - 7.3.1. Updating Water & Sewer Rates
- 7.4. Ordinance 2nd Reading
 - 7.4.1. Updating Solid Waste Rates
- 7.5. Ordinance 2nd Reading
 - 7.5.1. Updating Stormwater Drainage Rates

8. Workshop:

- 8.1. 2017-2018 Budget
- 8.2. Ordinance 1st Reading
 - 8.2.1. Adopt 2017-2018 Budget

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. Mayor Futcher called the Regular Meeting of the Kelso City Council to order. Councilmembers in attendance were Larry Alexander, Kim Lefebvre, David Futcher, Todd McDaniel, Jim Hill, and Nancy Malone. Rick Roberson was absent.

Minutes: Upon motion by Councilmember Lefebvre, seconded by Councilmember Malone, 'Approve the Minutes of the 10/18/16 Regular Meeting,' motion carried, all voting yes.

New Employee Introductions: Finance Director Brian Butterfield introduced Sharry Hilton as the new Accounting Manager. City Manager Steve Taylor introduced Chris Paolini as the new Airport Manager.

PUBLIC HEARING:

Mayor Futcher opened the public hearing at 6:05 p.m. Finance Director Brian Butterfield provided an overview of the 2017-2018 Preliminary Budget. Discussion followed.

Rick Von Rock, 400 N 7th Ave., spoke from the audience about wage rates, the sidewalk program, and the proposed solid waste rates.

There being no further comments from the public, Mayor Futcher closed the public hearing at 6:34 p.m.

CONSENT AGENDA: None.

CITIZEN BUSINESS:

Nancy Nazareth, 602 Academy St., spoke about the Love Overwhelming Homeless Shelter.

Rick Von Rock, 400 N 7th Ave., commented that special thanks go to Larry Alexander for his efforts in the Halloween event held at the Kelso Veterans Park. Mayor Futcher and Councilmember Hill both commented on the invested time Larry Alexander puts into the community.

COUNCIL BUSINESS:

Southwest Washington Regional Airport Interlocal Agreement Amendment: City Manager Taylor briefed the Council on the amendments. Upon motion by Councilmember Lefebvre, seconded by Councilmember McDaniel, 'Approve the amended agreement,' motion passed, all voting yes.

Onsite Computer Services Contract Extension: Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Approve to extend the contract with Compass Lane, Inc.,' motion passed, all voting yes.

Kelso-Longview Chamber of Commerce Visitor Center Operating Agreement Amended Scope of Services: Upon motion by Councilmember Lefebvre, seconded by Councilmember Malone, 'Approve the amendment to the agreement,' motion passed, all voting yes.

MOTION ITEMS:

Resolution No. 16-1166 – Declaration of Substantial Need for the purpose of setting the Limit Factor for the 2017 Property Tax Levy: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Pass Resolution No. 16-1166, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, DECLARING A SUBSTANTIAL NEED FOR PURPOSES OF SETTING THE LIMIT FACTOR FOR THE PROPERTY TAX LEVY AND AUTHORIZING THE INCREASE IN THE 2017 REGULAR PROPERTY TAX LEVY LIMIT DUE TO SUBSTANTIAL NEED.' Discussion followed. Councilmembers Alexander, Lefebvre, Futcher, McDaniel, and Hill voted yes. Councilmember Malone voted no. Motion passed, 5 to 1.

Resolution No. 16-1167 – Authorize the Increase in the 2017 Property Tax Levy Amount: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Pass Resolution No. 16-1167, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AUTHORIZING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY IN ADDITION TO ANY AMOUNT RESULTING FROM NEW CONSTRUCTION AND IMPROVEMENTS TO PROPERTY, NEWLY CONSTRUCTED WIND TURBINES, AND ANY INCREASE IN THE VALUE OF STATE ASSESSED UTILITY PROPERTY.' Councilmembers Alexander, Lefebvre, Futcher, McDaniel, and Hill voted yes. Councilmember Malone voted no. Motion passed, 5 to 1.

Ordinance No. (1st Reading) – Setting 2017 Property Tax Levy Amount: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES AT \$1,472,805 FOR THE 2017 BUDGET OF THE CITY.' Councilmembers Alexander, Lefebvre, Futcher, McDaniel, and Hill voted yes. Councilmember Malone voted no. Motion passed, 5 to 1.

Ordinance No. (1st Reading) – Updating Water & Sewer Rates: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Pass on 1st reading, 'AN ORDINANCE OF THE

CITY OF KELSO REPEALING ORDINANCE NO. 15-3855 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO RELATING TO THE WATER AND SEWER RATES.’ Councilmembers Alexander, Lefebvre, Futch, McDaniel, and Hill voted yes. Councilmember Malone voted no. Motion passed, 5 to 1.

Ordinance No. (1st Reading) – Updating Solid Waste Rates: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember McDaniel, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KMC 8.04.100 AND REPEALING ORDINANCE NO. 13-3810 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO FOR FURNISHING GARBAGE SERVICES EFFECTIVE JANUARY 1, 2017.’ Discussion followed. Motion passed, all voting yes.

Ordinance No. (1st Reading) – Updating Stormwater Drainage Rates: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE NO. 15-3843 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO RELATING TO THE STORMWATER MANAGEMENT UTILITY.’ Discussion followed. Councilmembers Alexander, Lefebvre, Futch, McDaniel, and Hill voted yes. Councilmember Malone voted no. Motion passed, 5 to 1.

MANAGER’S REPORT:

Steve Taylor: 1) Commented that the deficits projected in the preliminary budget shown earlier that evening were based upon having the current Business & Occupations Utility Tax rate extended for the next two years. He asked that the Council provide direction on whether to bring back the B&O Utility Tax Ordinance amendment for reconsideration or decrease expenses in the budget. Discussion followed. The Council directed staff to bring back the B&O Utility Tax Ordinance. Discussion followed. The Council directed staff to slot a budget workshop on the agenda for the next regular meeting. 2) Commented that the Association of Washington Cities Southwest Washington Regional Meeting would be held at the Woodland City Council Chambers on Thursday, Nov. 3rd. 3) Reported that the Way Finding consultants would be providing a presentation at the Longview City Council Chambers on Monday, Nov. 7th, at 6:00 p.m. 4) Announced that there would be a closed meeting after the regular meeting to discuss collective bargaining issues.

COUNCIL REPORTS:

Larry Alexander: Reported on the previous night’s Halloween event.

Kim Lefebvre: No report.

Todd McDaniel: No report.

Jim Hill: No report.

Nancy Malone: Commented on the great job Larry Alexander did on the Halloween event.

David Futcher: Commented that Governor Inslee and other candidates would be coming to speak in Kelso this Friday, at 1:00 p.m., in front of Bill Ammon's barbershop.

There being no further business, Mayor Futcher adjourned the meeting at 7:50 p.m.

MAYOR

CITY CLERK

PROCLAMATION

International Education Week

November 14-18, 2016

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

Whereas, The challenges of the 21st century cannot be addressed by Government alone and, there, our public-private partnerships with non-governmental organizations, businesses, educational institutions, and communities are more important than ever to effective public diplomacy. Indeed, educational institutions, primary and secondary schools, vocational schools, colleges and universities have always played a key role in opening minds and creating global awareness, and have traditionally been among the State Department's strongest partners in shaping the citizen diplomat.

Whereas, Schools, universities and non-profit organizations, community groups and businesses around the world participate in International Education Week annually to celebrate the benefits of International Educational Exchange. During International Education Week, we have the opportunity to highlight for the citizens of other countries the value of experiencing an American Education and American Culture firsthand and to demonstrate to American students the value of studying abroad and hosting international exchange students. Through the power of international education, we can look forward to a more peaceful and prosperous future together.

Now Therefore, I David Futcher, Mayor of the City of Kelso encourages Americans and our friends around the world to become involved in the celebration of International Education Week by declaring November 14-18, 2016 as **International Education Week** in the City of Kelso.

In Witness where, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 15th day of November, 2016.

Signed _____
David Futcher, Mayor

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

SUBJECT TITLE:

Addendum to the Indigent Defense Agreement

Agenda Item: _____

Dept. of Origin: City Manager's Office

For Agenda of: November 15, 2016

Cost of Item: _____

City Manager: Stephen Taylor

AGENDA ITEM ATTACHMENTS:

Addendum No. 1 to Indigent Defense Services Agreement with Debra Burchett Law Firm
Indigent Defense Services Agreement with Debra Burchett Law Firm

SUMMARY STATEMENT:

The City's Indigent Defense services are provided by Debra Burchett Law Firm of Longview. The current agreement expires in December 2017 and is renewable for two additional one-year terms thereafter. The City has received grant funding from the state's Office of Public Defense to help support the costs of the enhancement of indigent defense services in 2015 and 2016. The City has received a grant from OPD for 2017 with an additional \$11,000 earmarked to cover costs associated with providing a public defender at daily arraignments in Cowlitz County District Court. (Defenders currently appear only on Tuesdays for the weekly Kelso docket) Having counsel available for in-custody defendants at arraignment is a primary goal for OPD as the office seeks to improve the quality of indigent defense services. Burchett Law Firm agrees to provide these enhanced services for the additional amount allotted, and City staff is bringing forward a contract amendment for Council's consideration that addresses the change in services and additional compensation allowed in 2017.

Additionally, the contract addendum provides for the City to pay for caseload management software that tracks the number and types of cases assigned and actions taken in the provision of defense services to indigent clients. This allows both the public defender and the City to remain in compliance with the Supreme Court's standards for indigent defense. The additional cost for the software is estimated to be no more than \$2,000 in a year (\$3.00 per case).

RECOMMENDED ACTION:

Move to approve Addendum No. 1 to the Professional Services Agreement with Debra Burchett Law Firm for Indigent Defense Services.

**Addendum No. 1 to the Indigent Defense Services Agreement Between
The City of Kelso and Debra Burchett Law Firm**

This Addendum No. 1 is dated this ____ day of November, 2016

WHEREAS, the Parties, City of Kelso (“City”) and Debra Burchett Law Firm (“Public Defender”) entered into an agreement on December 1st, 2014 for the Burchett Law firm to act as the City’s Public Defender and provide indigent defense services for municipal cases; and

WHEREAS, the original agreement provided base compensation in the amount of \$10,833.00 per month; and

WHEREAS, the City has received additional funding from the Washington State Office of Public Defense for 2017 for representation of in-custody indigent clients at time of arraignment and the Parties wish to modify the compensation provisions to reflect the additional funding and services; and

WHEREAS, the City wishes to participate in the cost of caseload management software for 2017;

NOW THEREFORE, the Parties agree to the following terms and conditions to be included in the Indigent Defense Services Agreement:

1. A new section 2.4.1 is hereby added to the original agreement to provide as follows:

For the calendar year 2017, in addition to the compensation otherwise provided in paragraph 2.4 herein, the City agrees to pay an additional eleven thousand dollars (\$11,000) in twelve monthly installment payments of \$916.67 per month during 2017 for additional compensation for the representation of in-custody indigent clients at time of arraignment.

2. A new section 2.5.5 is hereby added to the original agreement to provide as follows:

For the calendar year 2017, the City hereby authorizes and agrees to pay, without any approval by the Court necessary, for its share of the Defender Data indigent defense caseload management software service in the amount of three dollars (\$3.00) per case, to be billed monthly.

3. All other terms and conditions of the original Agreement remain in full force and effect.

Executed and agreed to on the dates written below:

DEBRA BURCHETT LAW OFFICE

CITY OF KELSO

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Approved as to form:

City Attorney

EXHIBIT A-1

**PROFESSIONAL SERVICES AGREEMENT
FOR INDIGENT DEFENSE SERVICES**

This Agreement ("Agreement") is dated effective this 1st day of December, 2014. The parties ("Parties") to this Agreement are the City of Kelso, a Washington municipal corporation ("City") and Debra Burchett Law Firm ("Public Defender").

WHEREAS, the City of Kelso provides public defense services within the City pursuant to contract with the Public Defender; and

WHEREAS, in a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to amend its agreement with the Public Defender to bring the agreement into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution No. 14-1123.

NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution No. 14-1123 as the same exists or is hereafter amended (hereinafter "Standards") and the Decision. The Public Defender individually warrants that he/she, and every Public Defender and/or intern employed by, or subcontracted by the Public Defender to perform services under this Agreement, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Cowlitz District Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this Agreement (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non-criminal matters.

1.3 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, and systems necessary to comply with the Decision and Standards except as provided in Section 2.5 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.5 In the event of a conflict of interest or other circumstances occur wherein the Public Defender is unable to represent any certain person, and where that conflict or circumstance involves facts only known to the Public Defender and of which the municipal court

would not be reasonably expected to know, it shall be the Public Defender's obligation to notify the City of the conflict or circumstance and to assist the City in arranging for acceptable alternative counsel. The City shall be responsible to compensate such counsel.

2. Compensation. The City shall pay to the Public Defender for services rendered under this Agreement the sum of Ten Thousand Eight Hundred Thirty-three Dollars (\$10,833.00) per month.

2.1 The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.5 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.6 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his/her ability to perform under this Agreement or reduce the case count available to each Attorney.

2.2 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately eight hundred (800) cases per year. As provided in the Supreme Court Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City has adopted an un-weighted case count standard.

2.3 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.4 Base Compensation. Except as expressly provided in Section 2.5, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.5 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.5.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.5.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Such expenses are the atypical or unusual expenses not otherwise performed by the Public Defender's staff, including, but not limited to, the following:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research;
- (vii) expenses to obtain records not otherwise available through discovery, medical, school, birth, DMV, 911 and other typical sources; and
- (viii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.5.3 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial; and

2.5.4 Copying Direct Appeal Transcripts under Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.6 Review and Renegotiation.

2.6.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this Agreement if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are

estimated to approach or exceed nine hundred (900) cases per year or two hundred twenty-five (225) cases per quarter, the parties may renegotiate this Agreement to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this Agreement and comply with state and local standards.

2.6.2 Renegotiation Due to Change in Rule or Standard. This Agreement may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be from the date of execution for a three (3) year initial term through December 31st, 2017, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties, not to exceed five (5) years in total.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of any violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this Agreement, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court, this Agreement shall expire following one (1) years written notice by the City to the Public Defender.

3.4 Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in

the event this Agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.5 with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

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

6.1 Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below, naming the City as an additional named insured:

6.1.2 Professional Liability (Errors and Omissions) for Public Defender with a minimum limit of liability of \$1,000,000 each claim.

6.1.4 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Agreement. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Agreement or extension(s) thereof, but not filed during the term of the Agreement.

7. Independent Contractor. It is the intention and understanding of the Parties that the Public Defender shall be an independent contractor. The Public Defender or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Public Defender will not hold himself or herself out as nor claim to be an officer or employee of the City. The Public Defender will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Public Defender shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Public Defender shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Public Defender may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Public Defender's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Public Defender's ability to perform the Services.

8. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes,

withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

10. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any subcontract for services under this Agreement shall require the subcontractor attorney or intern to agree to compliance with the standards and warranties required under Section 1 of this Agreement. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

11. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender.

12. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

13. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY (CONTRACT ADMINISTRATOR):

Steve Taylor, City Manager
City of Kelso
203 S. Pacific, #217
Kelso, Washington 98626

PUBLIC DEFENDER:

Debra Burchett
Debra Burchett Law Firm
2035 9th Avenue
Longview, WA 98632

14. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

15. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that

any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Cowlitz County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st
day of December, 2014.

CITY OF Kelso, Washington

By: Steph A. Syll

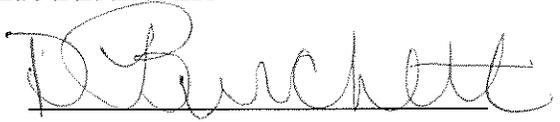
ATTEST/AUTHENTICATED:

By 
City Clerk

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

By: 

PUBLIC DEFENDER

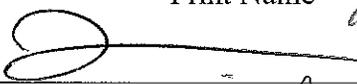
By: 

By: _____

EXHIBIT A

The undersigned Attorneys hereby personally warrants and certifies that as a condition of their performance of this Agreement on behalf of the Public Defender, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Agreement in accordance with subsection 3.4 of this Agreement.


ATTORNEY: Brian Berkenmeser
Print Name
WSB # 20421


ATTORNEY: Linda Nguyen
Print Name
Legal
Intern # 9126368

AGENDA SUMMARY SHEET

AGENDA ITEM: 1st reading of an
Ordinance of the City of Kelso amending
Kelso Municipal Code 5.05.120 to
increase tax rates for water, sewer and
garbage providers.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 11/15/2016
ORIGINATING DEPT: Finance
DATE SUBMITTED: 11/2/2016
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See attached ordinance.

SUMMARY STATEMENT:

During the City Mangers report at the November 1, 2016, City Council meeting, Council directed staff to bring back for consideration an ordinance authorizing a two percent increase in the utility tax imposed on providers of water, sewer, and garbage services.

OPTIONS:

- 1) Move to approve ordinance on first reading.
- 2) Do not approve ordinance.
- 3) Provide direction to staff regarding desired changes.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF KELSO AMENDING KMC 5.05.120 TO INCREASE UTILITY BUSINESS TAX RATES FROM EIGHTEEN PERCENT TO TWENTY PERCENT FOR WATER SEWER AND GARBAGE PROVIDERS

WHEREAS, the City has suffered from decreased or flat tax revenues combined with increased operating expenditures, and

WHEREAS, the City Council would like to enhance the services provided to the residents of the City of Kelso for the 2017/2018 biennium, and

WHEREAS, without additional revenue sources, these enhanced services to the residents of the City of Kelso would have a negative effect on the City's financial position and

WHEREAS, effective January 1, 2017, the utility business tax rates for water sewer and garbage will revert back to eighteen percent;

NOW, THEREFORE,

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

SECTION 1. AMENDMENT OF KMC 5.05.120. That Kelso Municipal Code Section 5.05.120—Imposition of the tax—Tax levied, Subsections E, F, and G are hereby amended to provide as follows:

5.05.120 Imposition of the tax—Tax levied.

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

[...]

E. The business of selling or furnishing water for hire, ~~twenty eighteen~~ percent of the total gross revenue.

F. The business of selling or furnishing sanitary sewer service, ~~twenty eighteen~~ percent of the total gross revenue.

G. The business of selling or furnishing garbage or refuse service, ~~twenty eighteen~~ percent of the total gross revenue.

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 January 1, 2017.

ADOPTED by the City Council and **SIGNED** by the Mayor this 1st day of November, 2016.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED:

AGENDA SUMMARY SHEET

AGENDA ITEM: An ordinance setting
the 2017 property tax levy amount.
Second reading.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 11/15/2016
ORIGINATING DEPT: Finance
DATE SUBMITTED: 11/9/2016
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See attached ordinance.

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The levy amount for the 2017 General Levy is \$1,472,805

This represents a dollar increase of \$22,670 over the 2016 General Levy. The increase is made up of two components:

1) New Construction:	\$8,169
2) 1.00% increase over prior year levy:	<u>\$14,501</u>

Total Increase	<u><u>\$22,670</u></u>
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OPTIONS:

- 1) Move to approve ordinance.
- 2) Do not approve ordinance.
- 3) Provide direction to staff regarding desired level of increase to property taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES AT \$1,472,805, OR MAXIMUM ALLOWED BY LAW, FOR THE 2017 BUDGET OF THE CITY.

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

SECTION 1. The estimated dollar amount to be raised upon real and personal property in Cowlitz County, Washington, to raise said dollar amount to cover the estimated budget needs of the City of Kelso for calendar year 2017 are as follows:

DOLLAR AMOUNT

General Levy \$1,472,805 or maximum allowed by law

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

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

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE NO. 15-3843 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO RELATING TO THE WATER AND SEWER RATES.

Agenda Item: _____

Dept. of Origin: Com. Dev./Engineering

For Agenda of: November 15, 2016

Cost of Item: _____

City Manager: Steve Taylor

PRESENTED BY:

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

Agenda Item Attachments:

Proposed Ordinance

SUMMARY STATEMENT:

In 2014, the City Council adopted water and sewer utility rates for 2015-2019 following the acceptance of the utility rate study conducted by FCS Group. While the rates covered a five-year period, Council included a provision requiring the annual review of the water and sewer utilities' financial condition by November 30th, with the possibility of adjusting rates upward or downward depending upon revenue and expense forecasts, capital needs, and reserve balances. Staff has performed the financial condition analysis and recommends the rate percentage adjustments from the prior year below:

The proposed rate increases are as follows:

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Water			
Residential (base and volume)	2%	3%	7.5%
Commercial (base and volume)	2%	3%	7.5%
Industrial (base)	2%	2%	7.5%
Industrial (volume)	0%	1%	7.5%
Sewer			
Residential	2%	2%	2%
Residential standby	7%	7%	7%
Commercial (Fixed)	2%	2%	2%
Commercial (Volume)	0.7%	0.7%	0.7%
Industrial (Volume)	4%	2%	5.9%

FINANCIAL IMPACT:

See above summary

RECOMMENDED ACTION:

Move to approve the Ordinance amending water and sewer utility rates for 2017, 2018 and 2019 on second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KELSO REPEALING
ORDINANCE NO. 15-3855 AND FIXING THE RATES TO BE
CHARGED BY THE CITY OF KELSO RELATING TO THE
WATER AND SEWER RATES.**

WHEREAS, Ordinance No. 15-3855 last amended the City's water and sewer rates in 2015; and

WHEREAS, the City operates utilities for the provision of water and sewer services and has set rates and fees to fund the costs of these services; and

WHEREAS, the regular review and adjustment of rates and fees are necessary to maintain the fiscal sustainability of the sewer and water utilities; and

WHEREAS, the City Council desires to review the financial condition of the water and sewer utilities no later than November 30th of each year to consider potential adjustments to the rates established within this ordinance;

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

SECTION 1. That Ordinance No. 15-3855 and any other ordinance or part of ordinance inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 2. That KMC 13.08.395, relating to the City's Sewer rates – Schedule of charges, be amended to read:

The bimonthly charges for sanitary sewer collection and treatment service shall be established by ordinance of the city council

SECTION 3. That pursuant to Sections 13.04.355 and of the Kelso Municipal Code, the rates to be charged for use of the water/sewer system effective January 1st of the listed year below shall be as follows:

SECTION 4. The rates established herein shall take effect on the customer's first full billing cycle after January 1, 2017.

1. Water Rates for All Residential and Commercial Users within the Corporate Limits:

BI-MONTHLY CHARGES:

	2015	2016	2017	2018	2019
Meter Size (In Inches)					
3/4" & 5/8"	\$22.64	\$23.09	\$23.55	\$24.26	\$26.08
1"	\$46.78	\$47.72	\$48.67	\$50.13	\$53.89
1.5"	\$87.61	\$89.36	\$91.15	\$93.88	\$100.92
2"	\$136.16	\$138.88	\$141.66	\$145.91	\$156.85
3"	\$265.90	\$271.22	\$276.64	\$284.94	\$306.31
4"	\$412.24	\$420.48	\$428.89	\$441.76	\$474.89
6"	\$1,305.76	\$1,331.88	\$1,358.52	\$1,399.27	\$1,504.22
8"	\$1,815.11	\$1,851.41	\$1,888.44	\$1,945.09	\$2,090.97
10"	\$2,609.19	\$2,661.37	\$2,714.60	\$2,796.04	\$3,005.74

In addition to the fixed charge set forth above, each residential and commercial water customer of the utility shall pay an additional sum for every 100 cubic feet of water consumed.

2015	2016	2017	2018	2019
\$ 3.33	\$ 3.40	\$ 3.47	\$ 3.57	\$ 3.84

2. Water Rates for all Industrial Users within the Corporate Limits:

BI-MONTHLY CHARGES

	2015	2016	2017	2018	2019
Meter Size (In Inches)					
2"	\$3,630.93	\$3,703.55	\$3,777.62	\$3,853.17	\$4,142.16
3"	\$7,263.62	\$7,408.89	\$7,557.07	\$7,708.21	\$8,286.32
4"	\$11,351.91	\$11,578.95	\$11,810.53	\$12,046.74	\$12,950.25
6"	\$22,719.68	\$23,174.07	\$23,637.55	\$24,110.30	\$25,918.58
8"	\$36,318.01	\$37,044.37	\$37,785.26	\$38,540.96	\$41,431.53
10"	\$52,203.28	\$53,247.35	\$54,312.30	\$55,398.54	\$59,553.43

In addition to the fixed charge above, each industrial water customer of the utility shall pay an additional sum for every 100 cubic feet of water consumed.

2015	2016	2017	2018	2019
\$ 2.27	\$ 2.32	\$ 2.32	\$ 2.34	\$ 2.52

Customers must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial user.

3. Youth Athletic Leagues:

Water consumed for irrigation purposes by youth athletic leagues utilizing a current Facility Use Agreement shall be charged at twenty-five percent (25%) of the rates set forth in this Ordinance. In order to qualify for this reduced rate, the youth athletic league facilities must be the account customer and must be metered to determine actual usage. Penalties, turn on charges, and

other related charges shall be billed at one hundred percent (100%) of the amounts as set forth in the Master Fee Schedule.

4. Private Fire System Connections (including sprinklers) shall be as follows:

“Connection” shall mean individual line size (not size of water appurtenance).

BI-MONTHLY CHARGES

		2015	2016	2017	2018	2019
Meter Size (In Inches)	1"	\$3.49	\$3.56	\$3.63	\$3.74	\$4.02
	2"	\$13.97	\$14.25	\$14.54	\$14.97	\$16.09
	3"	\$31.43	\$32.06	\$32.70	\$33.68	\$36.21
	4"	\$55.87	\$56.99	\$58.13	\$59.87	\$64.36
	6"	\$111.63	\$113.86	\$116.14	\$119.62	\$128.59
	8"	\$192.10	\$195.94	\$199.86	\$205.85	\$221.29
	10"	\$267.18	\$272.52	\$277.97	\$286.31	\$307.78

These charges also apply to references regarding fire services, fire standby fees, and fire monthly service charge.

5. Service Outside City Limits:

The normal rates for water and sewer service to individual accounts located outside the City boundaries shall be 1.5 times the in-City rate.

6. Wholesale or Bulk Rates:

Water rates charged for wholesale or bulk use purposes shall be at a rate for every 100 cubic feet of water delivered as follows:

2015	2016	2017	2018	2019
\$ 3.33	\$ 3.40	\$ 3.47	\$ 3.57	\$ 3.84

A Fire Hydrant Use Permit is required to obtain water from hydrants connected to the City of Kelso water supply. The permit shall be on site at any time water is to be withdrawn from the hydrant and shall be subject to examination on request of employees of the City. The Public Works Director or his/her designee shall have the authority to limit the amount of water used, or temporarily suspend hydrant meter service, in order to maintain system capacity and continuity of service to customers. Permit fees and use deposits will be assessed as set forth in the Master Fee Schedule.

7. Sewer Rates for All Residential and Commercial Users within the Corporate Limits

BI-MONTHLY CHARGES

SERVICE TYPE

A. Residential standby only (use less than 200 cf/ Bi-monthly)

2015	2016	2017	2018	2019
\$ 17.93	\$ 19.19	\$ 20.53	\$ 21.97	\$ 23.51

B. All other residential dwellings

2015	2016	2017	2018	2019
\$ 111.14	\$ 114.47	\$ 116.76	\$ 119.10	\$ 121.48

C. (1) All Commercial Users

2015	2016	2017	2018	2019
\$ 111.14	\$ 114.47	\$ 116.76	\$ 119.10	\$ 121.48

(2) In addition, all commercial users consuming a quantity of water greater than 1100 cubic feet per Bi-month shall be charged for every 100 cubic feet of water consumed in excess of 1100 cubic feet per Bi-month.

2015	2016	2017	2018	2019
\$ 6.75	\$ 6.82	\$ 6.87	\$ 6.92	\$ 6.97

8. Sewer Rates for All industrial Users within the Corporate Limits:

All industrial customers shall pay the following sewer rates based on water consumption:

BI-MONTHLY FIXED CHARGE

2015	2016	2017	2018	2019
\$ 194.19	\$ 379.76	\$ 565.33	\$ 750.90	\$ 936.74

VOLUME CHARGE

2015	2016	2017	2018	2019
\$ 3.50	\$ 3.71	\$ 3.86	\$ 3.94	\$ 4.17

Customer must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial customer.

9. Treatment of “High Strength Waste” – Surcharge:

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

BOD: \$ 0.42 per pound
 Suspended Solids (SS): \$ 0.57 per pound

Such surcharge shall be assessed to “high strength waste” which is hereby defined to be waste that is in excess of a baseline concentration of 250 mg/l.

Such surcharge shall be calculated as follows:

BOD: (concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.42
 SS: (concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.57

10. Miscellaneous

A. Irrigation meter: Standard bi-monthly water use rates as listed in this ordinance shall apply.

11. Capital Recovery Fees – Water Connections:

		2015	2016	2017	2018	2019
Meter Size (In Inches)	3/4" & 5/8"	\$ 2,644.00	\$ 2,930.00	\$ 3,217.00	\$ 3,504.00	\$ 3,791.00
	1"	\$ 6,610.00	\$ 7,325.00	\$ 8,042.50	\$ 8,760.00	\$ 9,477.50
	1.5"	\$ 13,220.00	\$ 14,650.00	\$ 16,085.00	\$ 17,520.00	\$ 18,955.00
	2"	\$ 21,152.00	\$ 23,440.00	\$ 25,736.00	\$ 28,032.00	\$ 30,328.00
	3"	\$ 42,304.00	\$ 46,880.00	\$ 51,472.00	\$ 56,064.00	\$ 60,656.00
	4"	\$ 66,100.00	\$ 73,250.00	\$ 80,425.00	\$ 87,600.00	\$ 94,775.00
	6"	\$ 132,200.00	\$ 146,500.00	\$ 160,850.00	\$ 175,200.00	\$ 189,550.00
	8"	\$ 211,520.00	\$ 234,400.00	\$ 257,360.00	\$ 280,320.00	\$ 303,280.00
	10"	\$ 304,060.00	\$ 336,950.00	\$ 369,955.00	\$ 402,960.00	\$ 435,965.00

12. Capital Recovery Fees – Sewer Connections:

		2015	2016	2017	2018	2019
Meter Size (In Inches)	3/4" & 5/8"	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00
	1"	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00
	1.5"	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00
	2"	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00
	3"	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00
	4"	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00
	6"	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00
	8"	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00
	10"	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00

In addition to all “hook-up” charges, sanitary sewer service charges and other existing charge and fees imposed by a member entity or by the TRRWA, a System Development Charge (SDC) for waste water treatment in the sum of \$1,957.00 will be charged for each new Equivalent Residential Unit (ERU) hereafter connected to the facilities of the TRRWA through the sanitary sewer lines of the member entities in accordance with the following conversion tables:

<u>RESIDENTIAL</u>		<u>COMMERCIAL</u>		<u>INDUSTRIAL</u>
<u>Dwelling</u>	<u>ERU’s per Dwelling Unit</u>	<u>Water Meter Size (Inches)</u>	<u>ERU’s Per Meter</u>	
Single family	1.00	5/8	1.00	1 ERU per each
Duplex, 3 or 4-plex	0.86	3/4	1.50	300 gallons /day flow
Apartment (5 or more)	0.67	1	2.50	
		1.5	5.00	
		2	8.00	
		3	16.00	
		4	25.00	
		6	50.00	
		8	80.00	

13. Senior Citizens Reduction:

Senior Citizens occupying residential dwellings shall be eligible for a reduction of the water/sewer portion of their utility bill of four dollars (\$4.00) per billing period, provided they apply and are qualified for such a reduction pursuant to the authority contained in RCW 74.38.070 as a low-income senior citizen. Further, for purposes of implementing this section, the rate reduction will be applied at \$2.00 for water service and \$2.00 for sewer service per billing period. Those customers receiving either water service or sewer service will only receive a \$2.00 reduction per billing period.

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

SECTION 4. The rates and fees established within Section 3 of this ordinance shall be annually reviewed by the City Council no later than November 30th of each year

to evaluate the effectiveness of the rate structure and determine if adjustments to the ordinance are necessary.

SECTION 5. This Ordinance shall be in full force and effect on January 1, 2017 upon its passage and publication of summary as required by law.

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:

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Ordinance Fixing the rates to be charged by the City of Kelso for furnishing garbage service, effective January 1, 2017

Agenda Item: _____

Dept. of Origin: Com. Dev./Engineering

For Agenda of: November 15, 2016

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance

SUMMARY STATEMENT:

The attached proposed Ordinance provides necessary changes relating to KMC 8.04.090 reflecting rates to be charged by the City of Kelso for furnishing solid waste utility services effective January 1, 2017.

The proposed annual rate increases from the prior year are as follows:

	<u>2017</u> (above prior year)	<u>2018</u> (above prior year)
Residential	4%	2%
Commercial	4%	2%

The fee for the residential recycling program would increase from \$0.50 to \$0.75 in 2017.

FINANCIAL SUMMARY:

See above summary

RECOMMENDED ACTION:

Move to approve the Ordinance establishing solid waste utility rates for 2017 and 2018 and amending KMC 8.04.100 on second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING KMC 8.04.100 AND REPEALING ORDINANCE NO. 13-3810 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO FOR FURNISHING GARBAGE SERVICES EFFECTIVE JANUARY 1, 2017.

WHEREAS, Ordinance No. 13-3810 last amended the City's solid waste rates in 2013;
and

WHEREAS, the City has a continued need to adjust rates in consideration of the City's long term plan to bring rates into balance with expenditures and escalating costs of doing business; and

WHEREAS, The City has provided public notices of the proposed rate increases pursuant to RCW 35.21.157 on October 26, 2016 and November 1, 2016;

NOW, THEREFORE,

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

SECTION 1. That Ordinance No 13-3810, and any other ordinance or part of ordinance inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 2. That KMC 8.04.100, relating to the City's effective date of rates, be amended to read:

The rates and fees fixed by ordinance of the city council shall become effective for each customer on such date specified in such ordinance.

SECTION 3. That pursuant to Section 8.04.090(B) of the Kelso Municipal Code, the rates to be charged for garbage collection service effective January 1st of the listed year below shall be as follows:

I. RESIDENTIAL

a. Collection - The rate for once-per-week collection for a single-family dwelling shall be as listed below per month per container.

<u>2017</u>	<u>2018</u>
\$14.82/mo.	\$15.12/mo.

Any head-of-household who qualifies as a low-income senior citizen pursuant to RCW 74.38.070 may make application to the appropriate City officials and qualify for a single container rate as listed below per month per container, as provided by Ordinance No. 3049.

<u>2017</u>	<u>2018</u>
7.78	7.94

The rate for once-per-week collection for a two, three, four, or five-family dwelling unit shall be as listed below per month per container times the respective number of units.

<u>2017</u>	<u>2018</u>
\$14.82/mo.	\$15.12/mo.

Multi-family dwellings with more than five dwelling units or which receive more than once-per-week collection shall be charged under the commercial rate schedule in Section II below.

b. Recycling – There shall be added to the solid waste collection charges set forth in **a.** above, the sum of \$0.75 for each single-family residential unit and for each multi-family residential unit.

c. Special Service - (i.e., the picking up of the garbage container of any such dwelling at other than the point established pursuant to Section 8.04.045 of the Kelso Municipal Code).

<u>AMOUNT</u>	<u>SERVICE</u>	<u>DISTANCE FROM CURB TO ALLEY</u>
\$0.08/ft per trip	1 roll-out container	Measured from City's designated placement location to customer's requested pick-up location

(Add an additional \$0.08 per foot per trip for each additional container. In the event the distance is 25 feet or less, the charge shall be \$2.00 per trip).

Where no adult occupants of the dwelling are physically capable of moving the containers to the designated location, this charge shall be waived, if approved by the Solid Waste Division of the Public Works Department and the City's Contract.

II. COMMERCIAL

Commercial shall include other types of occupancies, including other multi-family dwellings, places of business, industrial establishments and institutional and public buildings, and may be charged the following monthly rates multiplied by the number of collections per week:

CONTAINER SIZE

2017	60 Gallon	<u>\$19.42 Per collection</u>
------	-----------	-------------------------------

90 Gallon \$21.72 Per collection
350 Gallon \$68.62 Per collection

60 Gallon \$19.81 Per collection
90 Gallon \$22.15 Per collection
350 Gallon \$69.99 Per collection

2018

COMMERCIAL CONTAINER SIZE PER PICK-UP PER MONTH

<u>2017</u>		<u>2018</u>	
1 Yard	\$99.15	1 Yard	\$101.13
2 Yard	\$123.29	2 Yard	\$125.76
3 Yard	\$166.29	3 Yard	\$169.62
4 Yard	\$188.66	4 Yard	\$192.43
5 Yard	\$215.34	5 Yard	\$219.65

The total monthly charge shall be the above rates multiplied by the number of containers collected.

The minimum charge for a multi-family dwelling with once-per-week collection shall be as listed below per month.

<u>2017</u>	<u>2018</u>
\$64.34	\$65.63

III. SPECIAL CONTAINER SERVICE (Including Additional Containers)

Charges shall be as determined by Solid Waste Division of the Public Works Department. Charges are subject to review by the Director of Public Works as may be required. Generally, such rates shall include a service fee plus the landfill charge and a 22% administrative fee.

SECTION 4. The rates established herein shall take effect on the customer's first full billing cycle after January 1, 2017.

SECTION 5. This Ordinance shall be in full force and effect on January 1, 2017 upon 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

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE NO. 15-3843 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO RELATING TO THE STORMWATER MANAGEMENT UTILITY

Agenda Item: _____

Dept. of Origin: Community Development/Eng

For Agenda of: November 15, 2016

Cost of Item: _____

PRESENTED BY:

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

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance

SUMMARY STATEMENT:

The attached proposed Ordinance reflects the adjusted utility rates to be charged by the City of Kelso for use of the storm drainage system effective January 1, 2017.

The proposed annual rate increases from the prior year are as follows:

	<u>2017</u> (above prior yr)	<u>2018</u> (above prior yr)	<u>2019</u> (above prior yr)
Residential	4%	4%	3%
Commercial	4%	4%	3%

FINANCIAL IMPACT:

See above summary

RECOMMENDED ACTION:

Move to approve the Ordinance amending stormwater utility rates for 2017, 2018 and 2019 on second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KELSO REPEALING
ORDINANCE NO. 15-3843 AND FIXING THE RATES TO BE CHARGED
BY THE CITY OF KELSO RELATING TO THE STORMWATER
MANAGEMENT UTILITY**

WHEREAS, Ordinance No. 15-3843 last amended the City’s stormwater management utility rates in 2015; and

WHEREAS, the City operates a utility for the provision of stormwater management services and has set rates and fees to fund the costs of these services; and

WHEREAS, the City has a continued need to adjust rates in consideration of the City’s long term plan to bring rates into balance with expenditures and escalating costs of doing business;

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

SECTION 1. That Ordinance No. 15-3843 and any other ordinance or part of ordinance inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 2. That pursuant to Section 13.10.110 of the Kelso Municipal Code, the rates to be charged for use of the storm drainage system effective January 1st of the listed year below shall be as follows:

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

A. Undeveloped Parcels: Undeveloped parcels shall not be charged. For the purposes of this ordinance, an undeveloped parcel is defined as a parcel that has native vegetation, including second-growth forests, and undisturbed native soils that existed prior to Euro-American settlement.

B. Single-Family Parcels: The monthly service charge for each single-family parcel shall hereafter be referred to as the “base rate.” For the purposes of this ordinance, a single-family parcel is defined as a residential parcel with only one residential building that is either a single-family home or a duplex or a triplex. Alternatively, the residential parcel could contain two single-family homes.

2017 2018 2019

SECTION 4. Payment of Stormwater Management Utility fees and Capital Recovery fees shall be the responsibility of the parcel owner. Non-payment of these fees can result in a lien against the parcel or discontinuation of water service.

SECTION 5. This Ordinance shall be in full force and effect on January 1, 2017 upon its passage and publication of summary as required by law.

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

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

SUBJECT TITLE:

Budget Workshop

Agenda Item: _____

Dept. of Origin: City Manager's Office

For Agenda of: November 15, 2016

Cost of Item: _____

City Manager: Stephen Taylor

AGENDA ITEM ATTACHMENTS:

City of Kelso 2017/2018 Preliminary Budget

(http://www.kelso.gov/sites/default/files/images/finance/preliminary_budget_2017-2018.pdf)

SUMMARY STATEMENT:

City Council provided staff direction on the 2017/2018 Biennial Budget at the last regularly scheduled council meeting. Staff is bringing forward the Budget adoption ordinance for consideration on the 1st reading at the November 15th meeting.

Prior to consideration of the ordinance, council will have the opportunity to ask additional questions regarding the budget and discuss any proposed changes with staff.

Any changes to the budget document will be reflected in the final budget presented to Council on December 6th.

RECOMMENDED ACTION:

Budget adoption ordinance for consideration on the 1st reading.

AGENDA SUMMARY SHEET

AGENDA ITEM: Ordinance 1st reading
Final Budget 2017/2018.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____

FOR AGENDA OF: 11/15/2016

ORIGINATING DEPT: Finance

DATE SUBMITTED: 11/10/2016

COST OF ITEM: _____

AMT. BUDGETED _____

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See attached Ordinance.

SUMMARY STATEMENT

Ordinance adopts the 2017/2018 final biennial budget for the City of Kelso.

Total appropriations amount to \$37,294,698 and \$29,063,582 in 2017 and 2018, respectively.

Appropriations in the general fund amount to \$9,181,610 in 2017 and \$9,010,807 in 2018.

OPTIONS:

- 1) Move to approve ordinance on first reading.
- 2) Do not approve ordinance.
- 3) Provide direction to staff regarding desired changes.

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO MUNICIPAL FINANCE AND
ADOPTING A BUDGET FOR THE CITY OF KELSO FOR THE
2017/2018 FISCAL YEARS.**

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

SECTION 1. That the City budget for the ensuing biennium of 2017/2018, as the same now appears in the Office of the City Clerk, be and the same is hereby in all respects adopted and approved.

SECTION 2. That the following are the separate totals of the appropriation total allowed for each of the following funds:

<u>FUND</u>	<u>2017 Budget</u>	<u>2018 Budget</u>
General	\$9,181,610	\$9,010,807
Street	943,875	732,372
Arterial Street	4,145,509	1,535,950
Library	554,754	578,084
Paths & Trails	-	-
Kelso Station	57,420	58,520
Stadium	235,612	124,500
Highlander Festival	37,300	37,300
Parks and Recreation	536,206	1,348,625
Tam O'Shanter Park	-	-
HUD Grant	220,000	221,000
Façade/Mural	10,000	10,000
Criminal Justice	255,154	262,690
Transportation Improvement District	165,000	175,000
2011 G.O. Bond	637,468	430,963
Capital Projects	130,000	130,000
Solid Waste	1,596,274	1,628,952
Water	4,227,216	4,642,472
Water Capital Reserve	6,250,500	600,500
Sewer	5,442,545	5,455,725
Drainage	913,255	833,122
Sewer Capital Reserve	600,000	450,000
Drainage Capital Reserve	200,000	150,000
Water Guarantee Deposit	200,000	200,000
Revenue Bond Fund	-	-

Bond Reserve Fund	30,000	-
Equipment Reserve	509,000	225,000
Firemen's Pension	<u>216,000</u>	<u>222,000</u>

TOTAL APPROPRIATIONS **\$37,294,698** **\$29,063,582**

SECTION 3. That the City Clerk be and is hereby authorized and directed to transmit a copy of the budget as adopted to the Division of Municipal Corporations.

SECTION 4. This Ordinance shall be in full force and effect on the first day of January, 2017.

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: _____