

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
November 19, 2013  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



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

## **Invocation:**

Father Straz, Immaculate Heart of Mary

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

### **1. Approve Minutes:**

1.1. November 5, 2013 – Regular Meeting

### **2. Presentation:**

2.1. Stormwater Management Plan – Maul Foster & Alongi

### **3. Consent Items:**

3.1. Stormwater Grant Acceptance – Department of Ecology  
3.2. Auditing of Accounts

### **4. Citizen Business:**

### **5. Council Business:**

5.1. Contract – City Attorney

### **6. Action/Motion Items:**

6.1. Ordinance, 1<sup>st</sup> Reading  
6.1.1. Special Events Permit  
6.2. Ordinance, 1<sup>st</sup> Reading  
6.2.1. 2014 Budget Amendment  
6.3. Ordinance, 2<sup>nd</sup> Reading  
6.3.1. Solid Waste Rates  
6.4. Ordinance, 2<sup>nd</sup> Reading

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- 6.4.1. Stormwater Rates
- 6.5. Ordinance, 2<sup>nd</sup> Reading
  - 6.5.1. Talley Way Land Transfer – Consolidated Diking Improvement District #3
- 6.6. Ordinance, 2<sup>nd</sup> Reading
  - 6.6.1. Setting 2014 Property Tax Levy Amount
- 6.7. Ordinance, 2<sup>nd</sup> Reading
  - 6.7.1. 2013 Budget Revision #3
- 6.8. Resolution
  - 6.8.1. Property Tax Increase Authorization
- 6.9. Resolution
  - 6.9.1. Stormwater Management Plan Adoption
- 6.10. Resolution
  - 6.10.1. Declare Surplus of Personal Property

## **Other Items:**

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

Major Dave Davis, Salvation Army, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Myers, McDaniel, Roberson, Archer, and Schimmel. Councilmember Lefebvre was absent.

**Minutes:** Upon motion by Councilmember Roberson, seconded by Councilmember Schimmel, 'Approve the Minutes of the 10/15/13 Regular Meeting,' motion carried, all voting yes.

**Councilmember Lefebvre arrived at 6:02 p.m.**

**PROCLAMATION:**

Mayor Futcher read a proclamation declaring the week of November 12<sup>th</sup> – November 18<sup>th</sup>, 2013, as “**International Education Week**” in the City of Kelso. ASSE International Student Exchange Program Western Regional Director Veryl Anderson accepted the proclamation. Three foreign exchange students from Spain, Finland, and Denmark spoke briefly about their countries.

**PUBLIC HEARINGS:**

**Talley Way Land Transfer to Consolidated Diking Improvement District #3 (CDID #3):** Mayor Futcher opened the public hearing at 6:06 p.m. There being no comments from the public, Mayor Futcher closed the public hearing at 6:06 p.m.

**2013-2014 Budget Mid-biennial Review:** Mayor Futcher opened the public hearing at 6:07 p.m. Finance Director Brian Butterfield presented an overview of the City's budget for the 2014 fiscal year in power point. The following citizens spoke from the audience:

**Jim Hill**, 1100 North 22<sup>nd</sup> Avenue, sought clarification on how fund balance reserves are calculated.

**Rick Von Rock**, 400 North 7<sup>th</sup> Avenue, spoke about the distribution of wages for the employees in the Public Works Department.

There being no further comments from the public, Mayor Futcher closed the public hearing at 6:39 p.m.

**CONSENT AGENDA:**

1. **Contract – Indigent Defense, Debra Burchett**

Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Approve the Consent Agenda,' motion carried, all voting yes.

**CITIZEN BUSINESS:**

**Rick Von Rock**, 400 N 7<sup>th</sup> Avenue, 1) Spoke about the amount of income made from the 2013 Highlander Festival. Mr. Butterfield commented that he does not have the figures in front of him. He invited Mr. Von Rock to contact him at his office for that information. 2) Inquired about the progress of the West Main Realignment Project. Engineering Director Mike Kardas provided a brief update of the project.

**COUNCIL BUSINESS:**

**Fire Protection Services Interlocal Agreement – Cowlitz 2 Fire & Rescue:** Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Approve the contract with Cowlitz 2 Fire & Rescue.' City Manager Steve Taylor briefed the Council on the proposed agreement. Cowlitz 2 Fire Chief Dave LaFave commented that it was time to modernize the agreement to accurately reflect the district's partnership with the City of Kelso. He spoke about the district's resources provided to the city. Motion passed, all voting yes.

**Three Rivers Regional Wastewater Authority (TRRWA) Annexation into**

**Longview:** Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, 'Approve the Annexation of the TRRWA into Longview,' motion carried, all voting yes.

**Authorize Street Sweeper Purchase and Cooperative Purchasing Agreement:** Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Cooperative Purchasing Agreement with National Joint Powers Alliance.' Mr. Sypher briefed the Council on the agreement and the need for the street sweeper at this time. Motion carried, all voting yes. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, 'Approve the purchase of the street sweeper.' Discussion followed. Motion carried, all voting yes.

**Solid Waste Rates Increase Discussion:** Mr. Taylor commented that the staff wanted to provide more opportunity for public comment before the second reading of the Solid Waste Rates Increase Ordinance which will be brought to Council on November 19<sup>th</sup>.

**MOTION ITEMS:**

**Ordinance No. (1<sup>st</sup> Reading) – Setting Stormwater Rates:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, 'Pass on 1<sup>st</sup> reading, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. 12-3788 RELATING TO THE

STORMWATER MANAGEMENT UTILITY BY ESTABLISHING A NEW BASE RATE FOR SINGLE-FAMILY PARCELS AND LISTING NEW MONTHLY SERVICE CHARGES FOR OTHER DEVELOPED PARCELS.’ Discussion followed. Motion carried, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) – Talley Way Land Transfer to CDID #3:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING ITS TRANSFER TO THE CONSOLIDATED DIKING IMPROVEMET DISTRICT NO. 3 OF COWLITZ COUNTY, motion carried, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) – Setting 2014 Property Tax Levy Amount:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES AT \$1,384,822 FOR THE 2014 BUDGET OF THE CITY, motion carried, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) – 2013 Budget Revision #3:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING THE 2013 BUDGET TO REFLECT REVENUES AND APPROPRIATE FUNDS TO COVER EXPENDITURES OVER AND ABOVE THOSE ANTICIPATED AT THE TIME SAID BUDGET WAS ADOPTED,’ motion carried, all voting yes.

**Ordinance No. 13-3809 – Repeal Library Charges Policy:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, ‘Adopt Ordinance No. 13-3809, ‘AN ORDINANCE OF THE CITY OF KELSO, WA REPEALING ORDINANCE NO. 95-3262, RESOLUTION NO. 93-693, AND KMC SECTION 2.56.030 PERTAINING TO THE LIBRARY CHARGES POLICY,’ motion carried, all voting yes.

**Resolution No. 13-1100 – Utility Right of Way Permit Fees:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Schimmel, ‘Pass Resolution No. 13-1100, ‘A RESOLUTION FIXING THE FEES TO BE CHARGED FOR PERMITS TO WORK IN THE PUBLIC RIGHT-OF-WAY, motion carried, all voting yes.

**Resolution No. 13-1101 – Designate Appeals to Hearing Examiner:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, ‘Pass Resolution No. 13-1101, ‘A

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

**MANAGER'S REPORT:**

**Steve Taylor:** No report.

**COUNCIL REPORTS:**

**Kim Lefebvre:** No report.

**Rick Roberson:** No report.

**Dan Myers:** No report.

**Todd McDaniel:**

**Gary Archer:** 1) Commented on the last Park Board meeting regarding the proposed archery range. 2) Commented that he will be attending the National League Conference '2013 Congress of Cities' this month in Seattle.

**Gary Schimmel:** No report.

**David Futcher:** Commented that the next City of Longview council meeting will be held at 7:00 p.m. on November 19<sup>th</sup> which is the same night as the next City of Kelso council meeting. The Kelso council meeting will be broadcast live.

**EXECUTIVE SESSION:**

The Council convened into Executive Session at 7:28 p.m. to discuss a collective bargaining agreement and pending litigation. The Executive Session is expected to last approximately 10 minutes. The city attorney was present and there will be no action taken.

At 7:40 p.m. Mr. Taylor announced that the Executive Session will be extended 5 minutes longer.

The Council reconvened into Regular Session at 7:49 p.m.

There being no further business, Mayor Futcher adjourned the meeting at 7:49 p.m.

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**MAYOR**

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**CITY CLERK**

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:**

Presentation on the City of Kelso 2013 Stormwater Management Plan

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

**Dept. of Origin:** Community Dev/Engineering

**For Agenda of:** November 19, 2013

**PRESENTED BY:**

Neil Alongi, P.E.  
Maul Foster & Alongi, Inc.

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

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHEMENTS:**

The Stormwater Management Plan can be viewed online at:

<http://www.kelso.gov/document/2013-city-kelso-stormwater-management-plan-part-1>

<http://www.kelso.gov/document/2013-city-kelso-stormwater-management-plan-part-2>

**SUMMARY STATEMENT:**

Maul Foster & Alongi, Inc. was the firm that prepared the City of Kelso's 2013 Stormwater Management Plan (SMP). Mr. Alongi will make a presentation on the SMP and later in the meeting staff will recommend that Council adopt the SMP by resolution.

**FINANCIAL SUMMARY:**

The plan was completed within the original budget of \$191,942.

**RECOMMENDED ACTION:**



# AGENDA SUMMARY SHEET

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

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### SUBJECT TITLE:

Approve Department of Ecology Stormwater  
Capacity Grant

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

Dept. of Origin: Engineering Department

For Agenda of: November 19, 2013

### PRESENTED BY:

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

Cost of Item: N/A

City Manager: Steve Taylor

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### AGENDA ITEM ATTACHMENTS:

A draft copy of the Grant Agreement for the 2013-2015 Municipal Stormwater Capacity Grant Program

### SUMMARY STATEMENT:

This grant provides funds for the City to continue implementation and management of the Stormwater Management Program as outlined in the City's Phase II Municipal Stormwater Permit. The grant became effective on July 1, 2013 and expires on January 31, 2015. The grant has two funding sources, a \$50,000 operating provision and an optional \$120,000 capital budget appropriation, for a potential total of \$170,000.

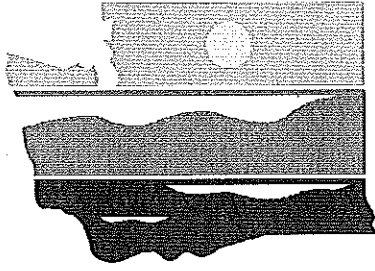
The optional capital budget appropriation is intended to fund planning for stormwater flow control and/or treatment facilities. The City teamed with the City of Longview to identify LID retrofit projects where the cities come together at the intersection of Cowlitz Way, Ocean Beach Highway and Washington Way. Engineering applied for the capital budget appropriation to fund the Kelso-Longview Gateway LID Retrofit Project. This project includes designing bio-retention cells and swales and other LID features within Kelso and Longview right-of-ways. Design of the project, done by a consultant, will produce construction ready plans. The City was awarded this \$120,000 planning grant. In September, 2014, Ecology will offer a competitive grant to fund construction of these retrofit projects.

### FINANCIAL SUMMARY:

The total grant amount is \$170,000, including \$50,000 to implement the Stormwater Management Program and \$120,000 to fund design of the Kelso-Longview Gateway LID Retrofit Project. There is no City match for this grant.

### RECOMMENDED ACTION:

Staff recommends council make a motion to approve the stormwater capacity grant agreement with the Department of Ecology.



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**2013-15 MUNICIPAL STORMWATER CAPACITY GRANT**

**PROGRAM**

**FISCAL YEAR 2014**

**GRANT AGREEMENT**

**NUMBER G1400290**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF KELSO**

2013-15 Municipal Stormwater Capacity Grant Program  
 State Of Washington, Department Of Ecology

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**2013-15 MUNICIPAL STORMWATER CAPACITY GRANT PROGRAM**

**Grant Agreement**

**Between**

**The State of Washington Department of Ecology**

**And**

**City of Kelso**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Kelso (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

**PART I. GENERAL INFORMATION**

Project Title:	<b>2013-15 Municipal Stormwater Capacity Grant Program</b>
State Fiscal Year:	<b>FY2014</b>
Grant Number:	<b>G1400290</b>
RECIPIENT Name:	<b>City of Kelso</b>
Mailing Address:	<b>PO Box 819, Kelso, WA 98626</b>
RECIPIENT Federal ID Number:	<b>91-6001252</b>
Total Eligible Cost:	
(\$50,000 AND \$120,000):	<b>\$170,000</b>
DEPARTMENT Funding Sources:	
ELSA - Operating:	<b>\$50,000</b>
ELSA - Capital Budget Provision:	<b>\$120,000</b>
DEPARTMENT Share:	<b>\$170,000</b>
DEPARTMENT Maximum Percentage:	<b>100%</b>
Effective Date Of This Grant Is:	<b>July 1, 2013</b> Any work performed prior to the effective date of this agreement is not eligible for reimbursement.
This Grant Agreement Expires On:	<b>January 31, 2015</b>

2013-15 Municipal Stormwater Capacity Grant Program  
 State Of Washington, Department Of Ecology

RECIPIENT Contact:	Van McKay
Telephone Number:	360-577-3323
E-Mail Address:	vmckay@kelso.gov
RECIPIENT Billing Contact:	Van McKay
Telephone Number:	360-577-3323
E-Mail Address:	vmckay@kelso.gov
DEPARTMENT Project/Financial Manager:	Kyle Graunke
Mailing Address	Water Quality Program Washington State Department of Ecology P.O. Box 47600 Olympia, WA 98504-7600
Telephone Number:	360-407-6452
Fax Number:	360-407-7151
E-Mail Address:	Kyle.Graunke@ecy.wa.gov
Designated Local Government Partners (if applicable):	

**PART II. PERFORMANCE MEASURES**

A. Water Quality Goal

Improved stormwater oversight and water quality protection through the direct development and implementation of a comprehensive stormwater management program.

B. Project Outcomes

Implementation of Phase I and II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

**PART III. PROJECT DESCRIPTION**

RECIPIENT will address implementation or management of municipal stormwater programs. Additionally, the RECIPIENT's project will include project specific planning and design for a retrofit project which includes low-impact development techniques.

**PART IV. PROJECT BUDGET**

<b>Municipal Stormwater Capacity Grants Program, FY2014</b>	
<b>Elements/Objects</b>	<b>TOTAL ELIGIBLE COST (TEC)*</b>
Task 1 – Project Administration/Management (limited to \$5,000 ELSA Operating Funds)	<b>\$5,000</b>
Task 2 – Implementation And Management Of Stormwater Program	<b>\$45,000</b>
Task 3 – Pre-Construction Planning And Design (limited to \$120,000 ELSA Capital Budget Provisions)	<b>\$120,000</b>
<b>Total (limited to \$170,000 per RECIPIENT partner)</b>	<b>\$170,000</b>
<b>*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS (There are no matching requirements)</b>	
DEPARTMENT Share FY 2014 (100% of TEC)	<b>\$170,000</b>

**PART V. SCOPE OF WORK**

RECIPIENT will ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work.

**Task 1 - Project Administration/Management**

- A. RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required

permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- B. RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. RECIPIENT will maintain effective communication with the DEPARTMENT, RECIPIENT's designees; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.
- C. RECIPIENT will submit all invoice voucher submittals and supportive documentation to the DEPARTMENT's Project/Financial Manager.
- D. If work conducted results in a report, the RECIPIENT will submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion report – one electronic copy
  - Final project completion report – one paper copy, one electronic copy

RECIPIENT will submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

### **Task 2 – Implementation of Stormwater Planning and Management Needs**

- A. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT must ensure funds are used to attain compliance where applicable.
- B. RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.
- 1) Public education and outreach activities, including stewardship activities.
  - 2) Public involvement and participation activities.
  - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
    - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
    - b) Staff training.
    - c) Activities to identify and remove illicit stormwater discharges.
    - d) Field screening procedures.
    - e) Complaint hotline database or tracking system improvements.

- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:
  - a) Illicit discharge testing equipment and materials.
  - b) Vactor truck or sweeper truck or MS4 maintenance activities.
  - c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
  - d) Software dedicated to tracking permit implementation activities.

### **Task 3 – Preconstruction Planning and Design**

- A. Project Summary. RECIPIENT will submit to the DEPARTMENT's Project Manager for review and acceptance and no later than October 1, 2013, an initial one to two page



**Project Summary.** The Project Summary will include a description of the proposed project identifying: 1) the area where the proposed project is to be installed or constructed (including maps), 2) the stormwater best management practice(s) to be designed, 3) the name of the appropriate design manual planned for use in the final design (see item D), and 4) the water quality issue mitigated by the proposed project. The DEPARTMENT will provide comments to the RECIPIENT within 14 calendar days of receipt of the Project Summary. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the Project Summary for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are not required at this time.

- B. Pre-Design Report. RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT's Project Manager for review and acceptance. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the Project Summary for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are required in the Pre-design Report. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans.
- C. 90 Percent Design Plans. RECIPIENT will submit two hard copies and one digital copy of the 90 percent design plans to the DEPARTMENT's Project Manager for review and acceptance. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements.
- D. For above items A-C, the RECIPIENT must justify significant deviations from the following:
- 1) The appropriate guidance manual below depends on the region that your project is conducted:
    - **2005 or 2012 Stormwater Management Manual for Western Washington (SWMMWW)**, (the appropriate manual depends on the requirements of the jurisdiction) or
    - **2004 Stormwater Management Manual for Eastern Washington (SWMMEW)**, both can be found at: <http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or
    - **Low Impact Development Technical Guidance Manual for Puget Sound** found at: [http://www.psp.wa.gov/downloads/LID/20121221\\_LIDmanual\\_FINAL\\_secure.pdf](http://www.psp.wa.gov/downloads/LID/20121221_LIDmanual_FINAL_secure.pdf), or
    - Equivalent design manuals, **Eastern Washington Low Impact Development Manual.**
  - 2) Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
  - 3) Good engineering practices and generally recognized engineering standards.
- E. SEPA. If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.

- F. DAHP EZ-1. If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager a Department of Archaeology and Historic Preservation (DAHP) EZ-1 form to initiate review of project activities by DAHP and tribal governments.
- G. RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bind as a separate document. All reduced drawings must be legible.
- H. Summary of Deliverables:
1. Submit a Project Summary including maps, no later than October 1, 2013, for review and acceptance of the proposed design project.
  2. Submit a Pre-design report to the DEPARTMENT, no later than January 31, 2014 for review and acceptance.
  3. Submit 90 percent design plans to the DEPARTMENT, no later than August 1, 2014 for review and acceptance.
  4. If applicable, submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
  5. If applicable, submit a copy of the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.

#### **PART VI. SPECIAL TERMS AND CONDITIONS**

None

#### **PART VII. ALL WRITINGS CONTAINED HEREIN**

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements for the Municipal Stormwater Capacity Grants Program.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans."
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable federal and state statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made a part of this agreement, except that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties sign this grant agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF KELSO

\_\_\_\_\_  
KELLY SUSEWIND, P.E., P.G.      DATE  
WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
MICHAEL KARDAS      DATE

Approved As To Form Only  
Assistant Attorney General

**ATTACHMENT I: General Project Management Requirements  
For 2013-15 Municipal Stormwater Capacity Grants Program  
Funding Agreement**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and  
[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance\\_000.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf).

**B. EDUCATION AND OUTREACH**

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website  
[http://www.ecy.wa.gov/washington\\_waters/index.html](http://www.ecy.wa.gov/washington_waters/index.html) for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

### **C. EQUIPMENT PURCHASE**

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

### **D. FUNDING RECOGNITION**

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

### **E. INCREASED OVERSIGHT**

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

### **F. INDIRECT RATE**

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

### **G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

**H. PAYMENT REQUEST SUBMITTALS**

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

## **I. POST PROJECT ASSESSMENT**

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

## **J. PROCUREMENT**

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

## **K. PROGRESS REPORTS**

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

## **L. REQUIRED DOCUMENT SUBMITTALS**

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.
- Educational products developed under this agreement – up to 2 copies.

- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT’s Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager.

#### **M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY**

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

#### **N. WATER QUALITY MONITORING**

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:



**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

[eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov)

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

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**ATTACHMENT II: General Terms And Conditions**  
**Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

**A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

**C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

**E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

**H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

#### **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

#### **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed

upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

#### **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

#### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

#### **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

**S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

**T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

**U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

**W. SUSPENSION**

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE: Professional Services  
Agreement – Municipal Legal Counsel**

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

**Dept. of Origin:**\_\_\_\_\_ City Manager\_\_\_\_\_

**For Agenda of: November 19th, 2013**

**Originator: Steve Taylor**

**PRESENTED BY:**

Steve Taylor

**City Attorney: Janean Parker**

**City Manager: Steve Taylor**

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**Agenda Item Attachments:**

PSA – Municipal Legal Services, Law Office of Janean Z. Parker  
Proposed 2014 Kenyon Disend Legal Services Agreement

**SUMMARY STATEMENT:**

The City currently contracts with Kenyon Disend for general municipal legal services and appointed Janean Parker, working with the Kenyon Disend firm, to serve as its City Attorney in 2008. Ms. Parker has proposed to provide services to the City under her own firm beginning in 2014.

Kenyon Disend's proposed rates for Ms. Parker's services in 2014 have been increased from \$175/hour to \$185/hour. The first fourteen hours of service per month are billed at a flat \$2,559.55 or \$182.83/hour. Travel is billed at the regular hourly rate, except travel to regular Council meetings is billed at a flat \$150/month. The City seldom has less than fourteen hours of service rendered in a month. Ms. Parker proposes a \$175/hour rate regardless of number of hours worked, and would bill travel to any city business-related meeting within Kelso or Longview at a flat rate of \$100.00.

In recommending this direct city attorney services arrangement, the City would still seek to keep an agreement with Kenyon Disend for specialized legal services on an as-needed basis. Kenyon has been informed of Ms. Parker's proposal to the City. The term of the agreement with Ms. Parker is January 1, 2014 to December 31, 2014.

**RECOMMENDED ACTION:**

Move to approve the 2014 Professional Services Agreement for Municipal Legal Services with Janean Z. Parker Law Office.



PROFESSIONAL SERVICES AGREEMENT  
FOR LEGAL SERVICES

This Agreement ("Agreement") is dated effective this \_\_\_\_ day of December, 2013. The parties ("Parties") to this Agreement are the City of Kelso ("City"), and the Law Office of Janean Z. Parker, UBI 603-182-389 ("Parker"). The purpose of this Agreement is to identify the terms and conditions under which Parker will perform the duties of City Attorney for the City.

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision in the capacity of an attorney as City Attorney, who is experienced in municipal law and familiar with the City's regulations and policies.

B. Parker has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 Parker shall at all times faithfully, and to the best of its ability and experience, perform the duties that are required pursuant to the express terms of this Agreement, the rules of professional responsibility, and the direction of the City management. Parker agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth herein.

1.2 Compliance With Laws. All duties of Parker or designees shall be performed in accordance with all applicable federal and state laws, and city ordinances and regulations as now existing or may be hereafter adopted or amended.

1.3 Performance Standard. All duties by Parker or its designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

1.4 Throughout the term of this Agreement, Parker shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association.

2. TERM.

The Term of this Agreement shall commence on January 1, 2014 and shall terminate on December 31, 2014, unless extended or earlier terminated as provided in this Agreement.

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either party by providing a thirty (30) day written notice of termination to the other party.

4. COMPENSATION.

4.1 Compensation Rates. Compensation for Services shall be based on the following rates:

Janean Z. Parker:	\$175.00 per hour
Paralegal	\$ 75.00 per hour

4.2 Travel on behalf of the City shall be billed at the following rates. Travel between a) Parker's offices and City Hall and b) Parker's offices and meeting locations within the incorporated limits of Kelso and/or Longview where the purpose of such meetings is to conduct business on behalf of the City shall be billed at a flat rate of one hundred dollars (\$100.00). All other travel shall be billed at Parker's regular hourly rate. Parker shall also not bill the City nor be entitled to payment for telephone, photocopy, fax, and mileage expenses incurred in the performance of its duties; provided however, that the City shall make reasonable accommodation to reimburse Parker for unusual photocopy or fax costs, if any, that may arise in the course of litigation to which the City is a party or other extraordinary projects. In all events the City shall reimburse Parker for legal messenger service expenses, process service expenses, court filing fees, transcripts, and other similar expenses advanced on the City's behalf.

4.3 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized monthly payment invoice has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis within thirty (30) days of receipt of such invoice unless there is a dispute

4.4 Disputes. In the event of a dispute, the City shall pay the amount not in dispute and the Parties shall meet to resolve any differences. If the Parties are unable to resolve any such differences, the Parties shall submit the disputed amount to the Fee Arbitration Board of the Washington State Bar Association for arbitration and prompt resolution. The Parties agree to be bound by the results of such arbitration. In the event of non-payment following arbitration, the City shall pay Parker the costs of collecting the debt, including court costs and fees and reasonable attorneys' fees.

4.5 Contractor Responsible for Taxes. Parker shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

5.1 Parker warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. INDEPENDENT CONTRACTOR.

6.1 It is the intention and understanding of the Parties that Parker shall be an independent contractor. Parker or its employees or agents performing under this Agreement are not employees of the City. Parker will not hold itself or herself out as nor claim to be an officer or employee of the City. Parker 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. Parker shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of Parker shall not be deemed to convert this Agreement to an employment contract.

6.2 It is recognized that Parker may or will be performing professional services during the term for other clients in its independent law practice and that the City is not the exclusive user of Parker's services. However, Parker agrees not to perform such services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists.

7. INDEMNIFICATION.

Contractor Indemnification. Parker shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, or liabilities of any nature for any acts or omissions of Parker, intentional or otherwise, that are outside the scope of its official duties as described herein.

8. INSURANCE.

Parker shall procure and maintain for the duration of the Agreement, insurance against claims for errors and omissions which may arise from or in connection with the performance of the work hereunder by Parker, its agents, representatives, employees or subcontractors.

8.1 Minimum Scope of Insurance. Parker shall obtain Professional Liability insurance appropriate to Parker's profession, which policy shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

8.2 Verification of Coverage. Parker shall furnish the City with original certificates and a copy of the amendatory endorsements, evidencing the insurance requirements of Parker upon request of the City.

9. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, Parker, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. Parker shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of Parker's breach, may result in ineligibility for further City agreements.

10. CONFIDENTIALITY.

Parker agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City express written consent. Parker agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

11. GENERAL PROVISIONS.

11.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

11.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

11.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

11.4 Assignment. Neither Parker nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

11.5 No Waiver. Failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision and the same shall remain in full force and effect. Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

11.6 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in

the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

15.7 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

LAW OFFICE OF JANEAN Z PARKER

THE CITY OF KELSO

By: \_\_\_\_\_  
Janean Parker, Owner

By: \_\_\_\_\_  
Steve Taylor, City Manger

Address:

Address:

P.O. Box 298  
Adna, WA 98522

203 South Pacific  
P.O. Box 819  
Kelso, WA 98626

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

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

## AGREEMENT FOR LEGAL SERVICES

### THE PARTIES

The parties to this Agreement are Kenyon Disend, PLLC, and the City of Kelso, Washington, hereinafter referred to as the "City." The purpose of this Agreement is to identify the terms and conditions under which Kenyon Disend, PLLC ("KD") will perform the duties of city attorney.

### AGREEMENT

The parties hereto agree as follows:

- A. Performance of Duties. KD shall at all times faithfully, and to the best of its ability and experience, perform all of the duties that are required of it pursuant to the express terms of this Agreement, the rules of professional responsibility, and the direction of city management.
- B. Compensation. The City shall compensate KD for its services as follows:
1. KD shall provide the first fourteen hours of associate attorney and paralegal time each month for a flat rate of \$2,559.55. Paralegal time includes only paraprofessional services and does not include secretarial or administrative services. A copy of KD's hourly rates for 2014 is attached hereto as Exhibit "A." Associate services which exceed fourteen hours a month shall be billed at the regular hourly rate of that attorney/paralegal.
  2. All services performed by senior attorneys (those with ten or more years in practice) in the firm's civil practice (currently, Michael Kenyon, Bruce Disend, Shelley Kerslake, Chris Bacha, Bob Sterbank, Kari Sand, and John "Jay" P. Long, Jr.) shall be billed at such senior attorneys' regular hourly rates and shall not be included in the flat rate set forth in Subsection B(1), above.
  3. KD shall charge a flat monthly rate of \$150 for round-trip travel time to and from City Hall for regular City Council meetings. Other travel time on the City's behalf shall be charged at KD's regular hourly rates. KD shall also not bill the City nor be entitled to payment for telephone, photocopy, fax and mileage expenses incurred in the performance of its duties; provided, however, that the City shall make a reasonable accommodation to reimburse KD for unusual photocopy and fax costs, if any, that may arise in the course of litigation to which the City is a party or other extraordinary projects. In all events, the City shall reimburse KD for legal messenger service expenses, court filing fees, transcripts, and other similar expenses advanced on the City's behalf.
  4. KD shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of receipt, unless there is a dispute. In the event of a dispute, the City shall pay any amount

not in dispute, and the parties shall meet to resolve any differences. If the parties are unable to resolve any such differences, the parties shall submit the disputed amount to the Fee Arbitration Board of the Washington State Bar Association for arbitration and prompt resolution. The parties agree to be bound by the results of such arbitration. In the event of non-payment following arbitration, the City shall pay KD the costs of collecting the debt, including court costs and fees, and reasonable attorneys fees.

C. Qualifications and Independent Contractor Status.

1. Throughout the term of this Agreement, KD shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association.
2. The independent contractor status of KD shall be governed by this Agreement. KD is an independent contractor and shall provide professional services to the City pursuant to this Agreement. KD is not an employee of the City and shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to it by the City. KD shall not be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.

In addition, the parties acknowledge that KD will provide work and services for other clients in its independent law practice. KD agrees not to perform such services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists.

- D. Indemnification. KD agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts or omissions of KD, intentional or otherwise, that are outside of the scope of its official duties as described herein.
- E. Term. This Agreement shall commence on January 1, 2014 and terminate on December 31, 2014, unless extended or earlier terminated as provided in this Agreement. This Agreement may be terminated by either party with or without cause by providing a thirty (30) day written notice of termination to the other party.
- F. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.
- G. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

H. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Attorney: Shelley M. Kerslake  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, WA 98027  
(425) 392-7090

City: City Manager  
City of Kelso  
203 South Pacific Avenue  
Kelso, WA 98626  
(360) 423-1371

I. Waiver and Modification. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF KELSO

KENYON DISEND, PLLC

\_\_\_\_\_  
Stephen Taylor, City Manager

\_\_\_\_\_  
Shelley M. Kerslake

ATTEST:

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



**EXHIBIT A**

**KENYON DISEND, PLLC  
HOURLY RATE SCHEDULE FOR YEAR 2014**

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$280.00
Bruce L. Disend	\$280.00
Shelley M. Kerslake	\$250.00
Chris D. Bacha	\$245.00
Bob C. Sterbank	\$245.00
Kari L. Sand	\$230.00
John "Jay" P. Long Jr.	\$230.00

Associate Attorneys:

Rachel B. Turpin	\$155.00
Danielle M. Evans	\$155.00
Ann Marie Soto	\$150.00
Nicole L. Hay	\$140.00

Contract Attorneys:

Janean Z. Parker	\$185.00
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PARALEGALS:

Margaret C. Starkey	\$115.00
Sheryl A. Loewen	\$100.00
Pam M. Odegard	\$100.00
Mary A. Swan	\$100.00
Terry T. Curran	\$100.00
Kathy I. Swoyer	\$100.00

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** An Ordinance of the City of Kelso repealing Ordinance 3573 codified at KMC 12.24 Parades and adopting a new KMC 12.24 Special Events to replace the repealed chapter.

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

**Dept. of Origin:** \_\_\_\_\_ City Manager \_\_\_\_\_

**For Agenda of:** November 19, 2013

**Originator:** \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Ordinance

Exhibit A – Chapter 12.24 Special Events

Exhibit B – Redlined Version Chapter 12.24 Special Events

**SUMMARY STATEMENT:**

In 2005, Ordinance 3573 was adopted to address the use of the public right-of-way for special events but was limited to only addressing events that could be classified as a parade. The proposed code changes are intended to expand the scope of the code provisions to address other uses of the right-of-way, clarify and consolidate the permitting process for these events, protect the public's investment in infrastructure and facilities, and mitigate other potential risks associated with the assemblage of large groups.

After receiving Council's feedback regarding the proposed changes several modifications were made to the language contained in this chapter, specifically narrowing its applicability exclusively to events held on public property. The existing chapter 12.24 Parades, as well as several iterations of the proposed changes, are included in previous council packets for your reference.

**RECOMMENDED ACTION:**

Make a motion to approve Ordinance amending KMC Chapter 12.24 on first reading.

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

**AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE 3573 CODIFIED AT KMC 12.24 PARADES AND ADOPTING A NEW KMC 12.24 SPECIAL EVENTS TO REPLACE THE REPEALED CHAPTER**

WHEREAS, Ordinance 3573 was adopted in 2005 to address the use of the public right-of-way for special events limited to the definition of parade; and

WHEREAS, the City wishes to expand the scope of the code provisions to encompass other uses of the right-of-way; and

WHEREAS, the City wishes to clarify and consolidate the permitting process for the use of the right-of-way for special events; and

WHEREAS, the City Council wishes to update the City's municipal code to better serve the needs of the community, protect the public's investment in infrastructure and facilities, and mitigate potential risks associated with the assemblage of large groups by adopting policies and procedures that address a comprehensive list of special events that may impact any City owned property, including right-of-ways;

NOW, THEREFORE,

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

**SECTION 1. REPEALER.** That Ordinance No. 3753, codified at Kelso Municipal Code Chapter 12.24 Parades is hereby repealed in its entirety and replaced as set forth herein.

**SECTION 2. NEW CHAPTER 12.24 KMC.** That a new Kelso Municipal Code Chapter 12.24—Special Events—is hereby adopted as set forth in Exhibit A attached hereto and incorporated by this reference.

**SECTION 3. SAVINGS CLAUSE.** That Ordinance No. 3753 that is repealed by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

**SECTION 4. 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 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 5 days after its passage and publication of summary as required by law.

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

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK  
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY  
PUBLISHED: \_\_\_\_\_

**Exhibit A**  
**Chapter 12.24**  
**SPECIAL EVENTS**

Sections:

- [12.24.010](#) Definitions.
- [12.24.020](#) Permit – Required.
- [12.24.030](#) Permit – Application – Fee.
- [12.24.035](#) Permit – Exceptions.
- [12.24.040](#) Permit – Application – Contents.
- [12.24.050](#) Permit – Application – Filing.
- [12.24.060](#) Bond required.
- [12.24.070](#) Insurance required – Hold harmless/indemnification.
- [12.24.080](#) Permit – Issuance standards.
- [12.24.090](#) Traffic control.
- [12.24.100](#) Appeal procedure.
- [12.24.110](#) Permit revocation or suspension.
- [12.24.120](#) Rules and policy.
- [12.24.130](#) Violation – Penalty.

**12.24.010 Definitions.**

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- A. “Applicant” means the person, firm or entity making application for a permit.
- B. “City manager” shall mean the city manager or his/her designee.
- C. “Parade” means any march or procession consisting of people, animals, bicycles, vehicles, or combination thereof, except wedding processions and funeral processions, upon any public street or sidewalk which does not comply with adopted traffic regulations or controls.
- D. “Run” means an organized procession or race consisting of people, bicycles, or other vehicular devices or combination thereof upon the public street or sidewalk.
- E. “City property” means a street, sidewalk, right of way, public facility, or other public place (i.e., park) under the control and authority of the City.
- F. “Private special event” means a special event and which is not open to the general public.
- G. “Special event” means:

(1) Any event or gathering of persons organized by any person or entity which occurs on City Property, subject to the exemptions at KMC 12.24.035; or

(4) Special event includes without limitation parades, runs, sporting events, street dances, shows or exhibitions, car shows, street fairs, block parties, or other, demonstration or exhibitions.

### **12.24.020 Permit – Required.**

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No person shall conduct a special event upon public property unless a permit has been obtained from the community development director.

### **12.24.030 Permit – Application – Fee.**

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The fee for a special event shall be determined by resolution.

A. No fee shall be imposed when prohibited by the First and Fourteenth Amendments to the United States Constitution, or Article I, Section 3, 4, 5 or 11 of the Washington Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event; the extent of commercial activity, such as the sales of food, goods, and services; product advertising or promotion, or other business participation in the event; the use or application of any funds raised; if part of an annual tradition or a series, previous events in the sequence; and the public perception of the event.

### **12.24.035 Permit – Exceptions.**

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The following activities are exempt from the requirement to obtain a special event permit, although such activities must still comply with all other applicable laws:

A. A funeral procession by a licensed mortuary.

B. Activities conducted by a governmental agency acting within the scope of its authority.

C. Lawful picketing on sidewalks.

D. Gatherings of one hundred (100) or fewer people in a City park, unless merchandise or services are offered for sale or trade or commercial purposes are involved.

E. Recreational activities or gatherings at a City park that are otherwise regulated by the City's park rental and use policies.

H. Pedestrian processions along a route that is restricted to sidewalks, and crossing streets only at pedestrian crosswalks in accordance with traffic regulations and controls.

K. Wedding processions.

L. Activities and events deemed by the Director to be exempt from a special event permit.

### **12.24.040 Permit – Application – Contents.**

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The application for a special event permit shall include the following:

- A. The name, address, and telephone number of the applicant and any event organizer, if different than the applicant;
- B. Payment of the applicable special event permit fee
- C. A certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event, including the posting of the bond required in KMC 12.24.060, and compliance with the insurance requirements in KMC 12.24.070;
- D. A certification that the applicant will comply with the hold harmless and indemnification provisions in KMC 12.24.070;
- E. If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for the special event permit shall file a written communication from such organization:
  - 1. Authorizing the applicant to apply for the special event permit on its behalf;
  - 2. Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event;
  - 3. A copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- F. A statement of the purpose of the special event; and whether the event will be a private special event or open to the public;
- G. The proposed location for the special event, including both a map and written narrative, which shall include the locations for assembly, production, viewing, disbanding, parking, staging and any other activities related to the special event;

- H. Dates and times when the special event and associated activities are to be conducted;
- I. Proposed alternate routes, sites or times, where applicable;
- J. The approximate number of persons, animals or vehicles that will constitute the special event;
- K. The kinds of animals anticipated to be part of the special event;
- L. A description of the types of vehicles to be used in the special event;
- M. The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;
- N. The number and location of portable sanitation facilities;
- O. Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- P. The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using City streets, sidewalks, or facilities;
- Q. Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- R. Insurance and surety bond information; provided however, that if the applicant requests a modification of the insurance limits set forth in KMC 12.24.070, the applicant shall submit proof of insurance as required by the Director prior to permit issuance;
- S. Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity; and
- T. Any other information required by the community development director.

### **12.24.050 Permit – Application – Filing.**

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Any person wishing to sponsor a special event shall apply for a special events permit by filing a completed application with the Department at least 45 days prior to the date on which the event is to begin in order to provide adequate notice to public safety and other City personnel and to accommodate potential modifications to an applicant's event proposal. The community development director shall obtain review and approval of the permit from appropriate City departments and other agencies to include police, fire, public works, building and planning, risk management, and others as may be determined necessary by the Director. The Director shall issue an approval, approval with



conditions, or denial no later than 21 days after receiving a complete application. The Department may accept an application for a special event up to 30 days prior to the event and shall issue a decision on that application no later than 7 days prior to the event; however in the event of an appeal of that decision, the City may not be able to schedule the hearing on the appeal prior to the event.

#### **12.24.060 Bond required.**

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The community development director may require a cash deposit or performance bond in an amount determined by the director to be necessary to guarantee that the public property will be cleaned and returned to the condition in which it was found. The community development director shall determine the amount of bond or deposit by considering type of event, projected number of participants and spectators, the sponsor's experience, and other factors related to the condition and use of the City property.

#### **12.24.070 Insurance required – Hold harmless/indemnification.**

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A. The applicant shall provide the City with a certificate of insurance demonstrating proof of liability insurance with a combined single limit of \$1,000,000 per occurrence, and \$2,000,000 in aggregate or such other amounts as may be as may be determined by the Director. Evidence of insurance shall be filed with the application and shall name the City of Kelso as an additional insured. Depending upon the nature of the special event and its risk to the public and private individuals, the community development director may increase or reduce the liability limits for a given event after consultation with the City's insurance carrier.

B. The applicant shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the applicant's event, or from any activity, work or thing done, permitted, or suffered by applicant which arises from the applicant's event, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

#### **12.24.080 Permit – Issuance or denial.**

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A. The Director shall approve, conditionally approve, or deny an application based on the recommendations of City departments involved in the review process of the application for a special events permit and the grounds specified in this Chapter. If the application is denied or conditionally approved, the Director shall inform the applicant of the grounds for denial, or the reason for a change in the date, time, route, or location of the event. The applicant shall be notified of any permit conditions at the time the application is approved.

B. The Director may condition the issuance of a special events permit by imposing reasonable requirements concerning time, place, and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. Such conditions include but are not limited to the following:

1. Alteration of the date, time, hours of operation, route, or location of the event proposed on the event application.
2. Conditions concerning the area of assembly and disbanding of an event along a route.
3. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of a street.
4. Conditions where traffic congestion may be anticipated, encouraging use of transit and carpooling.
5. Requirements for the use of traffic cones or barricades.
6. Requirements for the provision of first aid and sanitary facilities.
7. Requirements for the provision of fire, police, emergency medical protection, and parks and public works crews for maintenance and cleanup, if necessary.
8. Requirements for coordination with the Fire Department and emergency personnel for emergency treatment and evacuation of people who may need immediate care, cardiopulmonary resuscitation, or ambulance service; emergency communication; fire suppression equipment within structures; and maintenance of unobstructed emergency passageways.
9. Requirement for use of personnel to monitor the event and provide notice of permit conditions to event participants.
10. Restrictions on the number and type of vehicles, animals, or structures at an event.
11. Compliance with animal protection ordinances and laws.
12. Requirements for use of garbage containers, cleanup, and restoration of City property.
13. Restrictions on the use of amplified sound.
14. Notice to residents and/or businesses regarding any activity that would require a street closure.

C. The following conditions may be grounds for permit denial:

1. The applicant fails to submit a completed application within the required timeline;
2. The time, route, or size of the event will unreasonably disrupt the movement of traffic along streets;
3. The size or nature of the event requires supervision by a significant number of police officers that causes unreasonable expense or diversion of police duties;
4. The applicant has failed to remit all fees, documents, or proof of bonds;
5. The applicant has failed to conduct a previously authorized special event in accordance with law or the terms of a permit, or both;
6. The applicant has failed to provide sufficient safety, health or sanitation equipment services, or facilities;
7. The applicant has not provided sufficient off-site parking or shuttle service, or both, when required to minimize substantial adverse impacts on general parking and traffic circulation caused by the event;

8. The special event will substantially interfere with any other special event for which a permit has already been granted or with the provision of City services in support of other scheduled special events or governmental functions;
9. The special event would block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the City's public works department.

#### **12.24.090 Traffic control.**

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The community development director may require any reasonable and necessary traffic control with the applicant responsible for the expense. The community development director shall notify the applicant of any City-projected traffic control expense and collect this amount before a permit is issued

#### **12.24.100 Appeal procedure.**

---

Upon denial of a permit by the community development director, an applicant may appeal to the city council by filing a written notice of the appeal within 10 days from the community development director's decision. Upon such appeal, the city council may reverse, affirm, or modify the community development director's determination.

#### **12.24.110 Permit revocation or suspension.**

---

The special event permit issued under this chapter is temporary and vests no permanent rights in the applicant, and may be immediately revoked or suspended by the community development director if:

- A. The applicant has made a misstatement of material fact in the information supplied;
- B. The applicant has failed to fulfill a term or condition of the permit in a timely manner;
- C. The applicant requests the cancellation of the permit or cancels the event;
- D. The activity endangers or threatens persons or property, or otherwise jeopardizes the health, safety or welfare of persons or property;
- E. The activity conducted is in violation of any of the terms or conditions of the special event permit;
- F. An emergency or occurrence requires the cancellation or termination of the event in order to protect the public health or safety; or
- G. The applicant fails to prepay expenses.

The City shall refund the permit fee in the event of revocation caused by an emergency or supervening occurrence. All

other refunds shall be at the discretion of the community development director

**12.24.120 Rules and policy.**

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To implement the special event permit, the community development director may develop and adopt rules, policies and forms consistent with this chapter. All adopted rules, policies and forms shall be filed with the city clerk.

**12.24.130 Violation – Penalty.**

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Violation of this chapter is a class 1 civil infraction, punishable by a maximum penalty of two hundred and fifty dollars, plus statutory assessments.

**Exhibit B**  
**Chapter 12.24**  
**SPECIAL EVENTS**

Sections:

- [12.24.010](#) Definitions.
- [12.24.020](#) Permit – Required.
- [12.24.030](#) Permit – Application – Fee.
- [12.24.035](#) Permit – Exceptions.
- [12.24.040](#) Permit – Application – Contents.
- [12.24.050](#) Permit – Application – Filing.
- [12.24.060](#) Bond required.
- [12.24.070](#) Insurance required – Hold harmless/indemnification.
- [12.24.080](#) Permit – Issuance standards.
- [12.24.090](#) Traffic control.
- [12.24.100](#) Appeal procedure.
- [12.24.110](#) Permit revocation or suspension.
- [12.24.120](#) Rules and policy.
- [12.24.130](#) Violation – Penalty.

**12.24.010 Definitions.**

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- A. “Applicant” means the person, firm or entity making application for a permit.
- B. “City manager” shall mean the city manager or his/her designee.
- C. “Parade” means any march or procession consisting of people, animals, bicycles, vehicles, or combination thereof, except wedding processions and funeral processions, upon any public street or sidewalk which does not comply with adopted traffic regulations or controls.
- D. “Run” means an organized procession or race consisting of people, bicycles, or other vehicular devices or combination thereof upon the public street or sidewalk.
- E. “~~Public-City~~ property” means a street, sidewalk, right of way, public facility, or other public place (i.e., park) under the control and authority of the City.
- F. “Private special event” means an special event ~~which uses public property for the purpose of monetary or personal gain by any person, partnership, group, organization, company or corporation or and~~ which is closed-not open to the

general public.

G. "Special event" means:

(1) Any event or gathering of persons organized by any person or entity which occurs on City Property, right of way or City public facilities, subject to the exemptions at KMC 12.24.035; or

~~(2) Any event or gathering of persons organized by any person or entity that is expected to significantly disrupt the ordinary use of public facilities or the right of way, or significantly impact the delivery of City-provided emergency services, subject to the exemptions at KMC 12.24.035;~~

~~(3) Special events are not limited to events conducted on public property, but may occur entirely on private property. An event on private property to which there is an open invitation to the public to attend, or an event where the attendance is expected to exceed one hundred (100) people is presumed to be an event that will significantly disrupt the ordinary use of public facilities or the right of way; events not open to the public or with less than one hundred (100) expected attendees are presumed to not significantly disrupt the ordinary use of the public facilities or the right of way;~~

(4) Special event includes without limitation parades, runs, sporting events, street dances, shows or exhibitions, car shows, street fairs, block parties, or other ~~activity~~, demonstration or exhibitions.

~~H. "Street" or "streets" means any public roadway, sidewalk, or portions thereof in the City of Kelso dedicated to the public use.~~

### **12.24.020 Permit – Required.**

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No person shall conduct a special event upon public property unless a permit has been obtained from the community development director.

### **12.24.030 Permit – Application – Fee.**

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The fee for a special event shall be determined by resolution.

A. No fee shall be imposed when prohibited by the First and Fourteenth Amendments to the United States Constitution, or Article I, Section 3, 4, 5 or 11 of the Washington Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event; the extent of commercial activity, such as the sales of food, goods, and services; product advertising or promotion, or other business participation in the event; the use or application of any funds raised; if part of an annual tradition or a series, previous events in the sequence; and the public perception of the event.

## 12.24.035 Permit – Exceptions.

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### 12.24.035

The following activities are exempt from the requirement to obtain a special event permit, although such activities must still comply with all other applicable laws:

- A. A funeral procession by a licensed mortuary.
- B. Activities conducted by a governmental agency acting within the scope of its authority.
- C. Lawful picketing on sidewalks.
- D. Gatherings of one hundred (100) or fewer people in a City park, unless merchandise or services are offered for sale or trade or commercial purposes are involved.
- E. Recreational activities or gatherings at a City park that are otherwise regulated by the City's park rental and use policies.

~~F. Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales, provided that no merchandise is displayed or sales conducted in the public right of way.~~

~~G. Garage, rummage, or estate sales.~~

H. Pedestrian processions along a route that is restricted to sidewalks, and crossing streets only at pedestrian crosswalks in accordance with traffic regulations and controls.

~~I. Events occurring within a facility properly licensed to conduct such events as part of their normal business, and where such facility maintains a legal occupant limit equal to or greater than the expected attendance at the event.~~

~~J. Dances and other special events conducted by schools or churches.~~

K. Wedding processions.

L. Activities and events deemed by the Director to be exempt from a special event permit.

## 12.24.040 Permit – Application – Contents.

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The application for a special event permit shall include the following:

- A. The name, address, and telephone number of the applicant and any event organizer, if different than the applicant;

- B. Payment of the applicable special event permit fee
- C. A certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event, including the posting of the bond required in KMC 12.24.060, and compliance with the insurance requirements in KMC 12.24.070;
- D. A certification that the applicant will comply with the hold harmless and indemnification provisions in KMC 12.24.070;
- E. If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for the special event permit shall file a written communication from such organization:
  - 1. Authorizing the applicant to apply for the special event permit on its behalf;
  - 2. Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event;
  - 3. A copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- F. A statement of the purpose of the special event; and whether the event will be a private special event or open to the public;
- G. The proposed location for the special event, including both a map and written narrative, which shall include the locations for assembly, production, viewing, disbanding, parking, staging and any other activities related to the special event;
- H. Dates and times when the special event and associated activities are to be conducted;
- I. Proposed alternate routes, sites or times, where applicable;
- J. The approximate number of persons, animals or vehicles that will constitute the special event;
- K. The kinds of animals anticipated to be part of the special event;
- L. A description of the types of vehicles to be used in the special event;
- M. The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;



- N. The number and location of portable sanitation facilities;
- O. Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- P. The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using City streets, sidewalks, or facilities;
- Q. Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- R. Insurance and surety bond information; provided however, that if the applicant requests a modification of the insurance limits set forth in KMC 12.24.070, the applicant shall submit proof of insurance as required by the Director prior to permit issuance;
- S. Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity; and
- T. Any other information required by the community development director.

#### **12.24.050 Permit – Application – Filing.**

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Any person wishing to sponsor a special event shall apply for a special events permit by filing a completed application with the Department at least 45 days prior to the date on which the event is to begin in order to provide adequate notice to public safety and other City personnel and to accommodate potential modifications to an applicant's event proposal. The community development director shall obtain review and approval of the permit from appropriate City departments and other agencies to include police, fire, public works, building and planning, risk management, and others as may be determined necessary by the Director. The Director shall issue an approval, approval with conditions, or denial no later than 21 days after receiving a complete application. The Department may accept an application for a special event up to 30 days prior to the event and shall issue a decision on that application no later than 7 days prior to the event; however in the event of an appeal of that decision, the City may not be able to schedule the hearing on the appeal prior to the event.

#### **12.24.060 Bond required.**

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The community development director may require a cash deposit or performance bond in an amount determined by the director to be necessary to guarantee that the public property will be cleaned and returned to the condition in which it was found. The community development director shall determine the amount of bond or deposit by considering type of event, projected number of participants and spectators, the sponsor's experience, and other factors related to the condition and use of the City property.

### **12.24.070 Insurance required – Hold harmless/indemnification.**

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A. The applicant shall provide the City with a certificate of insurance demonstrating proof of liability insurance with a combined single limit of \$1,000,000 per occurrence, and \$2,000,000 in aggregate or such other amounts as may be as may be determined by the Director. Evidence of insurance shall be filed with the application and shall name the City of Kelso as an additional insured. Depending upon the nature of the special event and its risk to the public and private individuals, the community development director may increase or reduce the liability limits for a given event after consultation with the City's insurance carrier.

B. The applicant shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the applicant's event, or from any activity, work or thing done, permitted, or suffered by applicant which arises from the applicant's event, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

### **12.24.080 Permit – Issuance or denial.**

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A. The Director shall approve, conditionally approve, or deny an application based on the recommendations of City departments involved in the review process of the application for a special events permit and the grounds specified in this Chapter. If the application is denied or conditionally approved, the Director shall inform the applicant of the grounds for denial, or the reason for a change in the date, time, route, or location of the event. The applicant shall be notified of any permit conditions at the time the application is approved.

B. The Director may condition the issuance of a special events permit by imposing reasonable requirements concerning time, place, and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. Such conditions include but are not limited to the following:

1. Alteration of the date, time, hours of operation, route, or location of the event proposed on the event application.
2. Conditions concerning the area of assembly and disbanding of an event along a route.
3. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of a street.
4. Conditions where traffic congestion may be anticipated, encouraging use of transit and carpooling.
5. Requirements for the use of traffic cones or barricades.
6. Requirements for the provision of first aid and sanitary facilities.
7. Requirements for the provision of fire, police, emergency medical protection, and parks and public works crews for maintenance and cleanup, if necessary.

8. Requirements for coordination with the Fire Department and emergency personnel for emergency treatment and evacuation of people who may need immediate care, cardiopulmonary resuscitation, or ambulance service; emergency communication; fire suppression equipment within structures; and maintenance of unobstructed emergency passageways.
9. Requirement for use of personnel to monitor the event and provide notice of permit conditions to event participants.
10. Restrictions on the number and type of vehicles, animals, or structures at an event.
11. Compliance with animal protection ordinances and laws.
12. Requirements for use of garbage containers, cleanup, and restoration of City ~~and private~~ property.
13. Restrictions on the use of amplified sound.
14. Notice to residents and/or businesses regarding any activity that would require a street closure.

C. The following conditions may be grounds for permit denial:

1. The applicant fails to submit a completed application within the required timeline;
2. The time, route, or size of the event will unreasonably disrupt the movement of traffic along streets;
3. The size or nature of the event requires supervision by a significant number of police officers that causes unreasonable expense or diversion of police duties;
4. The applicant has failed to remit all fees, documents, or proof of bonds;
5. The applicant has failed to conduct a previously authorized special event in accordance with law or the terms of a permit, or both;
6. The applicant has failed to provide sufficient safety, health or sanitation equipment services, or facilities;
7. The applicant has not provided sufficient off-site parking or shuttle service, or both, when required to minimize substantial adverse impacts on general parking and traffic circulation caused by the event;
8. The special event will substantially interfere with any other special event for which a permit has already been granted or with the provision of City services in support of other scheduled special events or governmental functions;
9. The special event would block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the City's public works department.

### **12.24.090 Traffic control.**

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The community development director may require any reasonable and necessary traffic control with the applicant responsible for the expense. The community development director shall notify the applicant of any City-projected traffic

control expense and collect this amount before a permit is issued

### **12.24.100 Appeal procedure.**

---

Upon denial of a permit by the community development director, an applicant may appeal to the city council by filing a written notice of the appeal within 10 days from the community development director's decision. Upon such appeal, the city council may reverse, affirm, or modify the community development director's determination.

### **12.24.110 Permit revocation or suspension.**

---

The special event permit issued under this chapter is temporary and vests no permanent rights in the applicant, and may be immediately revoked or suspended by the community development director if:

- A. The applicant has made a misstatement of material fact in the information supplied;
- B. The applicant has failed to fulfill a term or condition of the permit in a timely manner;
- C. The applicant requests the cancellation of the permit or cancels the event;
- D. The activity endangers or threatens persons or property, or otherwise jeopardizes the health, safety or welfare of persons or property;
- E. The activity conducted is in violation of any of the terms or conditions of the special event permit;
- F. An emergency or occurrence requires the cancellation or termination of the event in order to protect the public health or safety; or
- G. The applicant fails to prepay expenses.

The City shall refund the permit fee in the event of revocation caused by an emergency or supervening occurrence. All other refunds shall be at the discretion of the community development director

### **12.24.120 Rules and policy.**

---

To implement the special event permit, the community development director may develop and adopt rules, policies and forms consistent with this chapter. All adopted rules, policies and forms shall be filed with the city clerk.

### **12.24.130 Violation – Penalty.**

---

Violation of this chapter is a class 1 civil infraction, punishable by a maximum penalty of two hundred and fifty dollars, plus statutory assessments.

# AGENDA SUMMARY SHEET

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

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### SUBJECT TITLE:

**Ordinance 1st reading. Budget revision #1 for the 2014 fiscal year.**

### PRESENTED BY:

**Brian Butterfield**

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

**Dept. of Origin:** Finance

**For Agenda of:** 11/19/13

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

**City Manager:** Steve Taylor \_\_\_\_\_

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### AGENDA ITEM ATTACHMENTS:

Proposed ordinance.

### SUMMARY STATEMENT:

#### **2013/2014 Mid-biennial Review**

RCW 35A.34.130 requires cities with biennial budgets to conduct a mid-biennial review and modification of that two-year budget. The following is a summary of the proposed changes:

#### **GENERAL FUND**

The 2014 budget, as adopted, calls for reserve spending of \$116,550. After the proposed changes, total required reserves will decrease to \$54,485. The following is a summary of events that will have the biggest impact on the 2014 Budget:

- Ratification of the ASFCME and Teamsters Collective Bargaining Agreements\*
- Transition from traditional health benefit plans to Higher Deductible/Lower Cost plans
- Transitioned our eligible LEOFF retirees to Medicare Advantage program
- Renegotiated contract with Cowlitz 2 Fire & Rescue
- Discontinued criminal justice grant funding

\*Also assumes that tentative agreement with the Kelso Police Benefit Association will be ratified.

Salaries and Benefits were decreased by a net \$7,065 to reflect changes in personnel that occurred in 2013 which include the addition of one administrative secretary in the police department. In addition, as of November 13, 2013, the City has ratified two out of the four collective bargaining agreements which were expired as of January 1, 2013. Also, in 2013 the City transitioned its non-represented employees from the traditional healthcare plans to higher deductible/lower cost plans. Employees represented by the Teamster and ASFCME bargaining groups will transition to the higher deductible/lower cost plans in 2014.

During 2013, the City and Cowlitz 2 Fire & Rescue renegotiated the Fire Protection Services agreement which will save the City \$130,000 in 2014. This agreement was approved by the City Council on November 5, 2013.

In August of 2013 the City transitioned from the AWC Plan A health insurance plan to the Regence Medicare Advantage health plan for its eligible LEOFF 1 retirees. Estimated savings in the general fund for 2014, is \$45,000.

For 2014, the City lost grant funding for one Drug Task Force Officer and one Firearms Training Instructor. Estimated cost to the City, \$165,000.

In late 2012, the City revised its allocation method of the City's liability insurance costs which is estimated to save the general fund \$45,000 in 2014.

#### **ARTERIAL STREET FUND**

Expenditures in this fund were revised upward by \$5,158,000 to reflect the carry over from 2013 of the unfinished portion of the West Main Realignment project and the Yew Street Reconstruction project.

#### **STADIUM FUND**

Expenditures in this fund were increased by \$18,350 to reflect the recommendations of the Lodging Tax Advisory Committee. These recommendations include various events, "The Big Idea", and funding for capital projects that will be done by Kelso Youth Baseball.

#### **PARK FUND**

Expenditures in this fund were increased by \$20,000 to reflect increased electricity costs and additional monies paid to the County jail crew for routine maintenance. These expenditures will be funded with Park reserves.

#### **CRIMINAL JUSTICE FUND**

As mentioned in the general fund summary, the City is losing grant funding for one of the Drug Task Force Officers. This is the fund that pays for their salaries and benefits. As a result, revenues and expenditures will decrease by \$66,337 and \$70,078, respectively. In 2014, a transfer of \$65,000 will be required from the general fund to subsidize the second Task Force Officer.

#### **SOLID WASTE FUND**

Expenditures in this fund were revised upward by \$148,000 to reflect the 32% increase in landfill costs paid to the county and increased hauling fees paid to Waste Control. To offset this increase and help stabilize future reserves, revenues were adjusted upward \$148,000 (16.5%).

#### **WATER/SEWER FUND**

Expenditures in this fund were revised upward by \$60,550 to reflect the carry over from 2013 of unfinished water treatment projects.

#### **STORMWATER DRAINAGE FUND**

Expenditures in this fund were revised upward by \$170,000 to reflect the receipt and expenditure of the monies to be received from the Department of Ecology. The funds will be used for NPDES requirements and the Kelso/Longview Gateway LID Retrofit project.

#### **SEWER CAPITAL RESERVE FUND**

Expenditures in this fund were revised upward by \$50,000 to reflect the receipt and expenditure of the monies to be received from Cowlitz County from their Rural Development Grant Fund. The funds will be used for sewer projects near Three Rivers Mall.

#### **EQUIPMENT RESERVE FUND**

Expenditures in this fund were revised upward by \$45,000 for a truck box and light system.

**RECOMMENDED ACTION:**

Adopt the proposed ordinance.

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

**AN ORDINANCE OF THE CITY OF KELSO AMENDING THE 2014 BUDGET TO REFLECT REVENUES AND APPROPRIATE FUNDS TO COVER EXPENDITURES OVER AND ABOVE THOSE ANTICIPATED AT THE TIME SAID BUDGET WAS ADOPTED.**

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

**SECTION 1.** That by reason of the inability of the City and its officials to foresee and compute with accuracy the actual revenue and necessary expenditures of public funds for the current expenses of the City, it is deemed necessary to make the following amendment to the budget by increasing the following line items by the amounts set forth below for the 2014 Budget, to-wit:

**GENERAL FUND**

Revenues

001-00-308-00-00	Beginning Fund Balance	\$ (62,065.00)
001-00-338-21-00	Law Enforcement – Inter-Govt.	(100,000.00)
001-00-344-60-00	Professional Services - Airport	88,000.00
001-00-349-14-01	Interfund Services - Street	(6,128.00)
001-00-349-14-02	Interfund Services - Library	(850.00)
001-00-349-14-05	Interfund Services – Solid Waste	(5,705.00)
001-00-349-14-06	Interfund Services – Water/Sewer	(92,524.00)
001-00-349-14-07	Interfund Services - Drainage	<u>(17,641.00)</u>
		\$ (196,913.00)



Expenditures

001-01-511-60-10-1	Salaries	\$ 1,104.00
001-01-511-60-20-1	Benefits	(4,348.00)
001-03-513-10-10-0	Salaries	6,550.00
001-03-513-10-10-1	Salaries	112.00
001-03-513-10-20-0	Benefits	(5,688.00)
001-03-513-10-20-1	Benefits	(4,348.00)
001-04-514-10-10-0	Salaries	15,203.00
001-04-514-10-20-0	Benefits	(42,313.00)
001-05-515-21-11-0	Salaries	7,867.00
001-05-515-21-21-0	Benefits	5,709.00
001-06-521-10-10-0	Salaries	54,162.00
001-06-521-10-20-0	Benefits	8,589.00
001-06-521-20-11-0	LEOFF Retirement Benefits	(45,000.00)
001-06-521-20-11-0	Salaries	18,614.00
001-06-521-20-13-0	Overtime	60,000.00
001-06-521-20-20-0	Benefits	(70,656.00)
001-07-528-80-10-0	Salaries	2,427.00
001-07-528-80-20-0	Benefits	(8,314.00)
001-09-519-90-46-0	Insurance	(45,000.00)
001-09-597-00-00-9	Transfer to Criminal Justice	65,000.00
001-12-532-10-10-0	Salaries	(37,173.00)
001-12-532-10-20-0	Benefits	(31,370.00)

001-13-524-20-10-1	Salaries	2,327.00
001-13-524-20-20-0	Benefits	(14,700.00)
001-13-558-60-20-0	Benefits	(5,667.00)
001-14-522-20-51-0	Cowlitz 2 Fire District	<u>(130,000.00)</u>
		\$ (196,913.00)

**ARTERIAL STREET FUND**

Revenues

102-18-308-00-00	Beginning Fund Balance	\$ 207,440.00
102-18-333-20-25	Federal Grants	4,145,560.00
102-18-333-20-25	Federal Grants	205,000.00
102-18-334-03-81	State Grants	<u>600,000.00</u>
		\$ 5,158,000.00

Expenditures

102-18-595-06-00-2	Yew Street Reconstruction	\$ 958,000.00
102-18-595-13-00-4	West Main Construction	<u>4,200,000.00</u>
		\$ 5,158,000.00

**PARK FUND**

Revenues

108-21-308-00-00	Beginning Fund Balance	\$ 20,000.00
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Expenditures

108-21-576-80-47-0	Electricity	\$ 15,000.00
108-21-576-80-49-2	Jail Crew	<u>5,000.00</u>
		\$ 20,000.00

**STADIUM FUND**

Revenues

106-20-308-00-00	Beginning Fund Balance	\$ 16,600.00
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Expenditures

106-20-508-00-00-0	Ending Fund Balance	\$ (1,750.00)
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106-20-573-20-49-7	Regional Performing Arts	(10,000.00)
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106-20-573-90-49-2	Miscellaneous Events	8,350.00
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106-20-594-20-62-0	Structure Improvements	25,000.00
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106-20-597-00-01-0	Highlander Festival	<u>(5,000.00)</u>
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		\$ 16,600.00
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**CRIMINAL JUSTICE FUND**

Revenues

120-40-308-00-00	Beginning Fund Balance	\$ (3,000.00)
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120-40-338-21-00	Task Force Grant	(131,337.00)
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120-40-397-00-02	Transfer from General Fund	<u>65,000.00</u>
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		\$ (69,337.00)
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Expenditures

120-40-508-00-00-0	Ending Fund Balance	\$ 741.00
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120-40-521-30-11-0	Salaries	(1,289.00)
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120-40-521-30-20-0	Benefits	(14,789.00)
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120-40-521-90-51-0	Task Force Match	<u>(54,000.00)</u>
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		\$ (69,337.00)
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**SOLID WASTE FUND**

Revenues

402-24-343-70-11	Residential Fees	\$ 67,000.00
402-24-343-70-12	Commercial Fees	<u>81,000.00</u>
		\$ 148,000.00

Expenditures

402-24-537-60-51-0	County Landfill Costs	\$ 120,000.00
402-24-537-70-41-0	Professional Services	<u>28,000.00</u>
		\$ 148,000.00

**WATER/SEWER FUND**

403-25-308-00-00	Beginning Fund Balance	\$ 60,550.00
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Expenditures

403-25-594-40-64-0	Capital Improvements	\$ 60,550.00
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**DRAINAGE FUND**

Revenues

407-52-334-00-00	State Grants	\$ 170,000.00
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Expenditures

407-52-594-34-62-0	NPDES Compliance	\$ 50,000.00
407-52-594-14-00-4	Kelso/Longview Gateway LID Retrofit	<u>120,000.00</u>
		\$ 170,000.00

**SEWER CAPITAL FUND**

Revenues

408-28-336-00-00	County Rural Development Grant	\$	50,000.00
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Expenditures

408-28-594-14-00-1	Sewer Relocation – 3 Rivers Mall	\$	50,000.00
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**EQUIPMENT RESERVE FUND**

Revenues

502-33-308-00-00	Beginning Fund Balance	\$	45,000.00
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Expenditures

502-33-594-48-64-5	Water/Sewer Fleet	\$	45,000.00
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**SECTION 2.** It is hereby ordered that the aforesaid sum be and the same is hereby appropriated in excess of the budget of the City of Kelso for 2014 and further that said budget be and the same is hereby amended accordingly.

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

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of December, 2013.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

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

# **AGENDA SUMMARY SHEET**

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

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### **SUBJECT TITLE:**

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

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

**Dept. of Origin:** Public Works Department

**For Agenda of:** November 19, 2013

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

**City Manager:** Steve Taylor

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### **PRESENTED BY:**

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

### **AGENDA ITEM ATTACHMENTS:**

Budget breakdown  
Proposed Ordinance

### **SUMMARY STATEMENT:**

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

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

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

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

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

**(Rates to be effective December 1<sup>st</sup> of each year below)**

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

A budget breakdown is attached to this summary. With these proposed rate increases, cash reserves are projected to be approximately \$85,000 at the end of 2016.

Staff will continue to evaluate rates and the Solid Waste Fund condition annually to facilitate any needed course corrections to compensate for changing variables. The years listed in the table below reflect the base calendar year affected, relative to the past where rates took effect on January 1<sup>st</sup> of each year. The new effective date will be December 1<sup>st</sup> of each year and will result in shifting the listed year one place.

**FINANCIAL SUMMARY:**

See attached budget summary.

**RECOMMENDED ACTION:**

Staff recommends that City Council make a motion to adopt the proposed solid waste rate ordinance on second reading.



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

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

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

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

**AN ORDINANCE OF THE CITY OF KELSO REPEALING  
RESOLUTION NO. 12-1069 AND FIXING THE RATES TO BE  
CHARGED BY THE CITY OF KELSO FOR FURNISHING GARBAGE  
SERVICES EFFECTIVE DECEMBER 1, 2013.**

WHEREAS, due to the need for additional funding for new landfill development, Cowlitz County will be increasing their solid waste tipping fees by 31% which will result in an 8.4% City Sanitation rate increase; 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 1, 2013 and October 8, 2013;

NOW, THEREFORE,

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

**SECTION 1.** That Resolution No. 12-1069, relating to the City's garbage management utility, is hereby repealed.

**SECTION 2.** That pursuant to Section 8.04.090(B) of the Kelso Municipal Code, the rates to be charged for garbage collection service effective December 1<sup>st</sup> of the listed year below shall be as follows:

**I. RESIDENTIAL**

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

<u>2013</u> \$12.92/mo.	<u>2014</u> \$13.57/mo.	<u>2015</u> \$14.25/mo.
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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>2013</u>	<u>2014</u>	<u>2015</u>
6.78	7.12	7.48

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>2013</u>	<u>2014</u>	<u>2015</u>
\$12.92/mo.	\$13.57/mo.	\$14.25/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.

Special service, (i.e., the picking up of the garbage container of any such dwelling at other than the point established pursuant to Section 8.04.050 of the Kelso Municipal Code).

<u>AMOUNT</u>	<u>SERVICE</u>	<u>DISTANCE FROM CURB TO ALLEY</u>
\$0.06/ft per trip	1 roll-out container	Measured from City's designated placement location to customer's requested pick-up location

(Add an additional \$0.06 per foot per trip for each additional container. In the event the distance is 25 feet or less, the charge shall be \$1.25 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**

<b>2013</b>		<b>2014</b>	
60 Gallon	<u>\$16.93</u> Per collection	60 Gallon	<u>\$17.78</u> Per collection
90 Gallon	<u>\$18.94</u> Per collection	90 Gallon	<u>\$19.89</u> Per collection
350 Gallon	<u>\$59.85</u> Per collection	350 Gallon	<u>\$62.84</u> Per collection

**2015**

60 Gallon	\$18.67	Per collection
90 Gallon	\$20.88	Per collection
350 Gallon	\$65.98	Per collection

COMMERCIAL CONTAINER SIZE PER PICK-UP PER MONTH

<u>2013</u>		<u>2014</u>		<u>2015</u>	
1 Yard	\$86.48	1 Yard	\$90.80	1 Yard	\$95.34
2 Yard	\$107.52	2 Yard	\$112.90	2 Yard	\$118.55
3 Yard	\$145.03	3 Yard	\$152.28	3 Yard	\$159.89
4 Yard	\$164.53	4 Yard	\$172.76	4 Yard	\$181.40
5 Yard	\$187.81	5 Yard	\$197.20	5 Yard	\$207.06

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>2013</u>	<u>2014</u>	<u>2015</u>
\$56.11	\$58.92	\$61.87

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 3.** The rates established herein shall take effect on the customer’s first full billing cycle after December 1, 2013.

**SECTION 4.** This Ordinance shall be in full force and effect five (5) days after its passage and publication of summary as required by law.

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

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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CITY ATTORNEY

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:**

2nd Reading of an Ordinance Setting Stormwater Rates

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

Dept. of Origin: \_\_\_\_\_ Public Works \_\_\_\_\_

For Agenda of: \_\_\_\_\_ November 19, 2013 \_\_\_\_\_

Cost of Item: \_\_\_\_\_ No cost \_\_\_\_\_

City Manager: \_\_\_\_\_ Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

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

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**AGENDA ITEM ATTACHMENTS:**

Proposed Ordinance (redlined and final versions)  
AWC Stormwater Rate Summary

**SUMMARY STATEMENT:**

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

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

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

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

**FINANCIAL SUMMARY:**

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

**OPTIONS:**

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

**RECOMMENDED ACTION:**

Staff recommends a motion to adopt the proposed ordinance setting stormwater rates.

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

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

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

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

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

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

B. Single-Family Parcels: The monthly service charge for each single-family parcel shall be and \$7.~~33-55~~ beginning in ~~2013~~2014, which shall hereafter be referred to as the “base rate.”

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

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

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

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



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

(IA means “Impervious Acre”)

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

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

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

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, ~~2012~~2013.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:  
\_\_\_\_\_

CITY ATTORNEY

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

**AN ORDINANCE OF THE CITY OF KELSO AMENDING  
ORDINANCE NO. 12-3788 RELATING TO THE STORMWATER  
MANAGEMENT UTILITY BY ESTABLISHING A NEW BASE RATE  
FOR SINGLE-FAMILY PARCELS AND LISTING NEW MONTHLY  
SERVICE CHARGES FOR OTHER DEVELOPED PARCELS.**

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

**SECTION 1.** That Ordinance No. 12-3788, relating to the City’s stormwater management utility, is hereby amended to provide as follows:

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

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

B. Single-Family Parcels: The monthly service charge for each single-family parcel shall be and \$7.55 beginning in 2014, which shall hereafter be referred to as the “base rate.”

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

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

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

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

<u>CATEGORY DESCRIPTION</u>	<u>PERCENT OF IMPERVIOUS SURFACE</u>	<u>MONTHLY SERVICE CHARGE</u>
1. Very light	0% to 9%	\$3.61/IA
2. Moderately light	10% to 24%	\$9.51/IA
3. Light	25% to 39%	\$16.55/IA
4. Moderate	40% to 54%	\$23.66/IA
5. Moderately heavy	55% to 69%	\$30.70/IA
6. Heavy	70% to 84%	\$39.01/IA
7. Very heavy	85% to 100%	\$49.73/IA

(IA means “Impervious Acre”)

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

**SECTION 2.** The rates established herein shall take effect on the customer’s first full billing cycle after January 1, 2014.

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

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

## AWC 2012 Tax and User Fee Survey Summary

### Stormwater System

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

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

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

\*Data reflects only those cities responding to survey

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

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

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

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**SUBJECT TITLE:**

2nd Reading of an Ordinance of the City of Kelso declaring certain real property surplus and authorizing its transfer to the Consolidated Diking Improvement District No. 3 of Cowlitz County

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

**Dept. of Origin:** Public Works

**For Agenda of:** November 5, 2013

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

**PRESENTED BY:**

David M Sypher, P.E.  
Public Works Director

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

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

**SUMMARY STATEMENT:**

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

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

**FINANCIAL SUMMARY:**

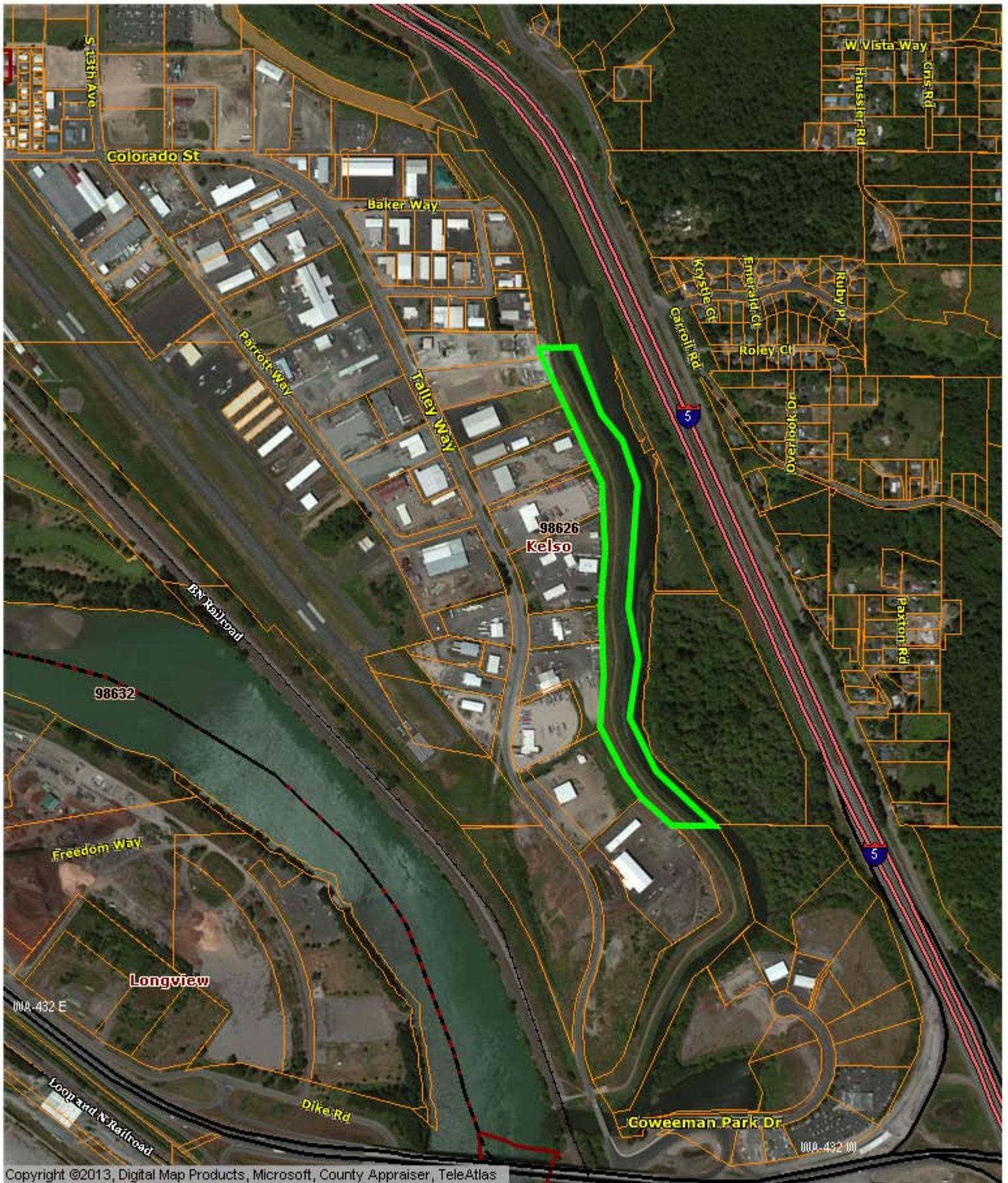
Diking assessments are \$561.52 annually.

**OPTIONS:**

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

**RECOMMENDED ACTION:**

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



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**Parcel # 24087**

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



1" = 733'



**CityGIS**

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

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

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

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

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

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

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

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

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

NOW, THEREFORE,

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



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

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

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

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 5 days after its passage and publication of summary as required by law.

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

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

## Quit Claim Deed

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

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

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

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

Subject to reservations, restrictions and easements of record.

IN WITNESS WHEREOF, said City of Kelso has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF KELSO

CONSOLIDATED DIKING  
 IMPROVEMENT DISTRICT No. 3 OF  
 COWLITZ COUNTY, WASHINGTON

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Supervisor

\_\_\_\_\_  
 Supervisor

ATTEST:

ATTEST:

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

\_\_\_\_\_  
 District Secretary

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

STATE OF WASHINGTON )  
    )  
 County of Cowlitz       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the Mayor of the City of Kelso, Washington the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
 Signature  
 Title: \_\_\_\_\_  
 Notary Public in and for the State of Washington  
 My appointment expires: \_\_\_\_\_

## EXHIBIT A

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

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

Subject to reservations, restrictions and easements of record.

## AGENDA SUMMARY SHEET

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

AGENDA ITEM # \_\_\_\_\_  
 FOR AGENDA OF: 11/19/13  
 ORIGINATING DEPT: Finance  
 DATE SUBMITTED: 11/13/13  
 COST OF ITEM: \_\_\_\_\_  
 AMT. BUDGETED \_\_\_\_\_  
 CITY ATTY. APPROVAL \_\_\_\_\_  
 CITY MGR. APPROVAL \_\_\_\_\_

SUBMITTED BY: Brian Butterfield

**AGENDA ITEM PAPERWORK:**

See attached ordinance.

**SUMMARY STATEMENT/DEPT. RECOMMENDATION:**

The levy amount for the 2014 General Levy is \$1,393,874

This represents a dollar increase of \$25,484 over the 2013 General Levy. The increase is made up of three components:

	2nd Reading	1st Reading
1) New Construction:	\$3,843	\$2,748
2) Increase in State assessed prop:	7,957	-
3) 1.00% increase over prior year levy:	\$13,684	\$13,684
 Total Increase	 \$25,484	 \$16,432

Staff recommends approval of this ordinance on second reading.

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

**AN ORDINANCE OF THE CITY OF KELSO FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES AT \$1,393,874 FOR THE 2014 BUDGET OF THE CITY.**

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

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

**DOLLAR AMOUNT**

General Levy                      \$1,393,874 or maximum allowed by law

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

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

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

## AGENDA SUMMARY SHEET

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AGENDA ITEM: Ordinance 2nd reading.  
Budget revision #3 for the 2013 fiscal  
year.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF: 11/19/2013  
ORIGINATING DEPT: Finance  
DATE SUBMITTED: 11/13/2013  
COST OF ITEM: \_\_\_\_\_  
AMT. BUDGETED \_\_\_\_\_  
CITY ATTY. APPROVAL \_\_\_\_\_  
CITY MGR. APPROVAL \_\_\_\_\_

AGENDA ITEM PAPERWORK:  
See attached Ordinance

### SUMMARY STATEMENT/DEPT. RECOMMENDATION:

Revisions include the following:

**Library Fund**

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

**Solid Waste Fund**

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

**Water/Sewer Fund**

- \$50,000 to cover unanticipated overtime. Funded by higher anticipated revenues.

**Equipment Reserve Fund**

- \$190,000 to replace the city's street sweeper. Funded by reserves.

Staff recommends approval of this ordinance on second reading.

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

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

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

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

**LIBRARY FUND**

Revenues

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

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

Revenues

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

402-24-537-70-41-0	Professional Services	\$	55,000.00
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**WATER/SEWER FUND**

Revenues

403-25-343-40-23	Residential Water Sales	\$ 50,000.00
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Expenditures

403-25-534-50-11-0	Overtime	\$ 50,000.00
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**EQUIPMENT RESERVE FUND**

Revenues

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

502-33-594-48-64-1	Street Sweeper	\$ 190,000.00
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**SECTION 2.** It is hereby ordered that the aforesaid sum be and the same is hereby appropriated in excess of the budget of the City of Kelso for 2013 and further that said budget be and the same is hereby amended accordingly.

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

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of November 2013.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

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

## **AGENDA SUMMARY SHEET**

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AGENDA ITEM: A Resolution authorizing  
an increase in the regular property tax  
levy in addition to any amount resulting  
from new construction etc.

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SUBMITTED BY: Brian Butterfield

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AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF: 11/19/13  
ORIGINATING DEPT: Finance  
DATE SUBMITTED: 11/13/13  
COST OF ITEM: \_\_\_\_\_  
AMT. BUDGETED \_\_\_\_\_  
CITY ATTY. APPROVAL \_\_\_\_\_  
CITY MGR. APPROVAL \_\_\_\_\_

### AGENDA ITEM PAPERWORK:

See attached resolution.

### SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The total increase is set forth  
as follows:

1) 1.00% increase over prior levy	\$13,684
2) New construction	3,843
3) Increase in State assessed value	7,957

Total Increase	<u>\$25,484</u>
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Staff recommends approval of this resolution.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSEO 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.**

WHEREAS, the City Council of the City of Kelso, Washington, a city of more than 10,000 population, has properly given notice of the public hearing held on October 1, 2013, to consider the City's current expense budget for the 2014 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, determined that the City requires an increase in property tax revenue from the previous year in addition to that resulting from new construction and improvements, newly constructed wind turbines, and any increase in the value of state-assessed utility property; in order to discharge the expected expenses and obligations of the City and in its best interest; now, therefore,

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

**SECTION 1.** That an increase in the regular property tax levy, in addition to any amount resulting from new construction and improvements, newly constructed wind turbines, and any increase in the value of state-assessed utility property, is authorized by the 2014 levy which is the amount of \$13,684.00 a percentage increase of 1.00% from the previous year.

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:**

Adoption by Resolution of the City of Kelso  
Stormwater Management Plan

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

**Dept. of Origin:** Engineering Department

**For Agenda of:** November 19, 2013

**PRESENTED BY:**

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

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

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHEMENTS:**

Copy of proposed Resolution

The Stormwater Management Plan can be viewed online at:

<http://www.kelso.gov/document/2013-city-kelso-stormwater-management-plan-part-1>

<http://www.kelso.gov/document/2013-city-kelso-stormwater-management-plan-part-2>

**SUMMARY STATEMENT:**

The City of Kelso (City) 2013 Stormwater Management Plan (SMP) compiles a great deal of previous work and uses a comprehensive piping system computer model to identify deficiencies in the system that may result in flooding under certain storm conditions. The SMP provides the City a comprehensive review of the City's stormwater collection system, including its various structural elements and their performance and deficiencies, and suggests improvements to those elements. The computer modeling of the collection system identified deficiencies and provided an evaluation of the potential impact of problems such as inadequate pipe size or slope. This type of system evaluation is necessary in planning for future capital improvement projects and provides needed information to assist the City in complying with the Western Washington Phase II Municipal Stormwater Permit (permit). The SMP is intended to be the comprehensive guiding document regarding the management of stormwater within the direct control of the City to meet the requirements of the permit.

The SMP has identified nine Capital Improvement Program (CIP) projects with a total capital cost of \$335,000. The highest ranking project is to investigate alternative solutions for major deficiencies with a Diking Improvement District No. 1 culvert. The cost for this investigation is estimated at \$15,000. Also included in the SMP are implementation strategies including funding alternatives. The SMP can also assist in obtaining grants to fund CIP projects.

The SMP describes the City's current administration, engineering and operation & maintenance staffing. Due to the new 2013 Permit, the SMP predicts that an additional half-time to full-time position will be needed to maintain permit compliance. Subsequent to the SMP, the City conducted a more in-depth study of additional staffing needs due to the permit. The study estimated that additionally an approximate 0.25 FTE was needed to meet permit requirements. We are currently evaluating the increased workload to determine the actual need for additional staffing.

**FINANCIAL SUMMARY:**

The plan was completed within the original budget of \$191,942.

**RECOMMENDED ACTION:**

Staff recommends a motion to adopt the 2013 City of Kelso Stormwater Management Plan by resolution.

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

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,  
ADOPTING THE 2013 CITY OF KELSO STORMWATER  
MANAGEMENT PLAN.**

WHEREAS, the plan completes the third and final phase of updating the City's Stormwater Management Plan; and

WHEREAS, The Western Washington Phase II Municipal Stormwater Permit requires the City to map and maintain its stormwater drainage system; and

WHEREAS, the City of Kelso Stormwater Management Plan included stormwater system mapping and hydrologic and hydraulic modeling; and

WHEREAS, the Engineering Division of the City with the assistance of Maul Foster & Alongi, Inc., have prepared the plan.

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

The City Council hereby adopts the true and correct copy of the May 22, 2013 City of Kelso Stormwater Management Plan located in the City Hall.

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:**

Authorization and Resolution to declare 2003 Sterling Model SC/TB Street Sweeper surplus.

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

**Dept. of Origin:** Public Works Fleet Division

**For Agenda of:** November 19, 2013

**PRESENTED BY:**

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

**Originator:** Public Works Director

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

Street sweeper surplus resolution

**SUMMARY STATEMENT:**

On November 5, 2013, City Council approved the purchase of a new Street sweeper for \$191,149.50.00. The repair of the 2003 Sterling Model SC/TB Street Sweeper we purchased used for \$45,000 in 2006 was estimated to cost more than the sweeper is worth. This time of year is critical for keeping the street clean for street flooding prevention. We are currently renting a sweeper for \$5,000 per month. \$337,600.00 is estimated to be available in the equipment reserve fund street reserves, but funding requires authorization by supplemental budget.

The replacement sweeper will be purchased using National Joint Powers Alliance based out of Minnesota instead of the State purchasing system that we would normally, which will save around 7% of the cost.

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

Staff is Requesting that City Council declare our 2003 Sterling Model SC/TB Street Sweeper surplus to be used as a Trade-In valued at \$15,500.00 to purchase the new Sweeper authorized on November 5, 2013.

**FINANCIAL SUMMARY:**

The proposed trade-in would provide \$15,500.00 toward the purchase of the new sweeper.

**RECOMMENDED ACTION:**

Staff recommends that City Council make a motion to approve to adopt the attached resolution declaring the 2003 Elgin Sweeper surplus.



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

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,  
DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY  
OF KELSO TO BE SURPLUS AND DIRECTING THE  
DISPOSITION THEREOF.**

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

**SECTION 1.** The item(s) of personal property listed below are hereby declared  
to be surplus and no longer necessary use to the City:

Equipment number: 16-865  
2003 Sterling Model SC/TB Street Sweeper VIN # 49HAADB03DK98949

**SECTION 2.** The personal property described herein shall be disposed of  
according to city policy.

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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