

Kelso City Council Agenda

Regular Meeting, 6:00 pm
December 3, 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:

Pastor Jerry Dahlke, North Gate City Church

Roll Call to Council Members:

1. Approve Minutes:

1.1. November 19, 2013 – Regular Meeting

2. Oath of Office:

2.1. Dan Myers, Position #7, Council Member

3. Public Hearings:

3.1. Cannabis Land Use Moratorium Extension

4. Consent Items:

5. Citizen Business:

6. Council Business:

6.1. Collective Bargaining Agreements

6.1.1. Kelso Police Association – Officers

6.1.2. Kelso Police Association – Records Specialists

6.2. Interlocal Agreement

6.2.1. Interim Building Services, City of Longview

6.3. 2014-2019 Capital Improvement Program Review and Discussion

Kelso City Council Agenda

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7. Action/Motion Items:

- 7.1. Ordinance, 1st Reading
 - 7.1.1. Cannabis Moratorium Extension
- 7.2. Ordinance, 1st Reading
 - 7.2.1. Interfund Loan Transfer
- 7.3. Ordinance, 2nd Reading
 - 7.3.1. Special Events Permit
- 7.4. Ordinance, 2nd Reading
 - 7.4.1. 2014 Budget Amendment
- 7.5. Resolution
 - 7.5.1. Amend Employee Handbook

Other Items:

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

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

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Approve the Minutes of the 11/05/13 Regular Meeting,' motion carried, all voting yes.

PRESENTATION:

Stormwater Management Plan: Neil Alongi, P.E., of Maul Foster & Alongi, gave a power point presentation regarding the long term stormwater management planning strategy for the City of Kelso.

CONSENT AGENDA:

1. **Stormwater Capacity Grant – Department of Ecology**
2. **Auditing of Accounts:** \$2,833,892.46

Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$2,833,892.46,' motion carried, all voting yes.

CITIZEN BUSINESS:

Terrey E. Sillik, 311 North 19th Ave, spoke about having Anna Sillik's name placed in the new visitor center facility in commemoration of her 18 years of service as the director of the visitor center.

COUNCIL BUSINESS:

Professional Services Agreement – Law Office of Janean Parker: Upon motion by Councilmember Roberson, seconded by Councilmember Archer, 'Approve the agreement,' motion carried, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) – Special Events Permit: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE 3573 CODIFIED AT KMC 12.24 PARADES

AND ADOPTING A NEW KMC 12.24 SPECIAL EVENTS TO REPLACE THE REPEALED CHAPTER,' motion carried, all voting yes.

Ordinance No. (1st Reading) – 2014 Budget Amendment: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Myers, 'Pass on 1st reading, '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,' motion carried, all voting yes.

Ordinance No. 13-3810 – Solid Waste Rates: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Myers, 'Adopt Ordinance No. 13-3810, 'AN ORDINANCE OF THE CITY OF KELSO REPEALING RESOLUTION NO. 12-1069 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO FOR FURNISHING GARBAGE SERVICES EFFECTIVE DECEMBER 1, 2013,' motion carried, all voting yes.

Ordinance No. 13-3811 – Stormwater Rates: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, 'Adopt Ordinance No. 13-3811, '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, motion carried, all voting yes.

Ordinance No. 13-3812 – Talley Way Land Transfer to Consolidated Diking Improvement District No. 3: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Adopt Ordinance No. 13-3812, '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. 13-3813 – Setting 2014 Property Tax Levy Amount: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Myers, 'Adopt Ordinance No. 13-3813, '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,' motion carried, all voting yes.

Ordinance No. 13-3814 – 2013 Budget Revision No. 3: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember McDaniel, ‘Adopt Ordinance No. 13-3814, ‘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.

Resolution No. 13-1102 – Property Tax Levy Increase Authorization: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember McDaniel, ‘Pass Resolution No. 13-1102,’ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AUTHORIZING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY IN ADDITION TO ANY AMOUNT RESULTING FROM NEW CONSTRUCTION AND IMPROVEMENTS TO PROPERTY, NEWLY CONSTRUCTED WIND TURBINES, AND ANY INCREASE IN THE VALUE OF STATE ASSESSED UTILITY PROPERTY, motion carried, all voting yes.

Resolution No. 13-1103 – Stormwater Management Plan Adoption: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Archer, ‘Pass Resolution No. 13-1103, ‘A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, ADOPTING THE 2013 CITY OF KELSO STORMWATER MANAGEMENT PLAN,’ motion carried, all voting yes.

Resolution No. 13-1104 – Declare Surplus of Personal Property: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, ‘Pass Resolution No. 13-1104, ‘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,’ motion carried, all voting yes.

MANAGER’S REPORT:

Steve Taylor: Provided an update report regarding the AmeriCorps VISTA Project staffing assistance opportunity.

COUNCIL REPORTS:

Gary Schimmel: No report.

Gary Archer: Provided a brief report on the National League Conference ‘2013 Congress of Cities’ that he attended earlier this month.

Rick Roberson: Provided an update report on the progress of the South Kelso Neighborhood Association.

Todd McDaniel: Provided an update report on the activities of the River Cities Transit.

Kim Lefebvre: No report.

Dan Myers: Commented that he attended the State Route 432/433 Rail Realignment and Highway Improvement Project Open House hosted by the Cowlitz Wahkiakum Council of Governments last week. He commented that the options are available to view on their website.

David Futcher: Provided a brief report on the last Planning Commission meeting regarding the marijuana moratorium.

EXECUTIVE SESSION:

The Council convened into Executive Session at 6:53 p.m. to discuss labor relations. The Executive Session was expected to last approximately 10 minutes. The attorney was present and no action was taken.

At 7:05 p.m. City Attorney Janean Parker announced that the Executive Session will be extended 5 more minutes.

The Council reconvened into Regular Session at 7:13 p.m.

There being no further business, Mayor Futcher adjourned the meeting at 7:13 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Public Hearing addressing the extension of a six month moratorium within the City on the establishment, location, operation, licensing, maintenance, or continuation of marijuana related uses.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ December 3, 2013

Originator: _____

City Attorney: Janean Parker

City Manager: Steve Taylor

PRESENTED BY:

Steve Taylor

Agenda Item Attachments:

SUMMARY STATEMENT:

RCW 35.63.200 states that renewals of existing moratoria require that a public hearing is held and findings of fact are made prior to each renewal.

Details of the moratorium renewal are included with Action Item 8.1.1 Cannabis Moratorium Renewal in the Council's agenda packet.

RECOMMENDED ACTION:

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Kelso Police Association
(Officers) 2013-2016 Collective Bargaining
Agreement.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ December 3rd, 2013

Originator: Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

2013-2016 Collective Bargaining Agreement between City of Kelso and Kelso Police Association
(Officers)

SUMMARY STATEMENT:

The City has reached an agreement with the interest arbitration-eligible Officers Unit of the Kelso Police Association on a collective bargaining agreement covering the years of 2013 – 2016. The attached labor contract was ratified by the unit on November 18th and is being presented for Council's consideration and approval.

Labor units that are eligible for binding interest arbitration (police, fire & transit) under Washington State law have the ability to elevate contractual disputes over wages, hours, and working conditions to a third-party arbitrator when both sides reach impasse. The arbitrator's decisions are binding on both parties. The City's management team and KPA representatives have been in mediation for eight months, and the agreement is viewed by both parties as a reasonable alternative to the uncertain conclusions of the arbitration process.

Significant terms of the agreement are as follows:

- Four-year agreement covering the period of 2013 – 2016;
- Wage increases: 2013 – 2.5%; 2014 – 3%; 2015 – 3%; 2016 – 3%;
- Movement of unit members to the City's new Employee Health Benefit Policy including the high deductible plan offerings in 2014;
- For 2014 and 2015, HRA/VEBA monthly contributions for employees choosing one of the two high deductible plans of \$200 or \$400 for "employee only" or "employee plus dependents"

coverage respectively. Contributions in 2016 will move to \$125 and \$250 per month which is consistent with the Kelso Employee Health Benefit Policy.

Additionally, the City and KPA are working on operational modifications to the agreement that can assist in the reduction of overtime expenses as an alternative to a reduction in minimum shift staffing levels. Agreement on these modifications is expected in the coming weeks. (See the October 21st Approved Concept Proposal included as Attachment "A" to the agreement for additional information.)

Financially, the wage increases and the savings from the movement of the unit members to the new health plan were included in the proposed 2014 Budget amendment presented to Council on November 5th. The retroactive wages for 2013 will be absorbed within the current year's budget.

OPTIONS:

- 1) Move to approve the 2013-2016 Collective Bargaining Agreement between the City of Kelso and the Kelso Police Association (Officers);
- 2) Do not approve the agreement and provide instructions to the negotiating team for amendments

RECOMMENDED ACTION:

Approve the 2013-2016 Collective Bargaining Agreement between the City and the Kelso Police Association (Officers).

LABOR AGREEMENT BETWEEN

CITY OF KELSO, WASHINGTON

AND

KELSO POLICE BENEFIT

ASSOCIATION

Jan 1, 2013 THROUGH Dec 31, 2016

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT 4

ARTICLE 2 - MANAGEMENT RIGHTS 4

ARTICLE 3 - ASSOCIATION SECURITY 5

ARTICLE 4 - ASSOCIATION ACTIVITY 6

ARTICLE 5 - HOURS OF WORK AND OVERTIME 6

ARTICLE 6 - SALARIES..... 7

ARTICLE 7 - OFFICER-IN-CHARGE I FIELD TRAINING OFFICER..... 7

ARTICLE 8 - LONGEVITY..... 8

ARTICLE 9 - HOLIDAYS 8

ARTICLE 10 - VACATIONS 9

ARTICLE 11 - LEAVES.....10

ARTICLE 12 - GROUP INSURANCE12

ARTICLE 13 - VACANCIES AND PROMOTIONS14

ARTICLE 14 - EDUCATIONAL INCENTIVE14

ARTICLE 15 - UNIFORMS AND EQUIPMENT.....15

ARTICLE 16 - RETIREMENT BENEFITS.....16

ARTICLE 17 - COPIES OF AGREEMENT16

ARTICLE 18 - PREVAILING RIGHTS.....16

ARTICLE 19 - ADDITIONAL NEGOTIATIONS17

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION.....17

ARTICLE 21 - DISCIPLINE AND DISCHARGE18

ARTICLE 22 - OFF-DUTY EMPLOYMENT18

ARTICLE 23 - DRUG-FREE WORKPLACE19

ARTICLE 24 - TERM, SEPARABILITY, CONSTRUCTION, AND DURATION OF AGREEMENT	19
APPENDIX A. ASSOCIATION DUES DEDUCTION AUTHORIZATION	21
APPENDIX B. BASE SALARY SCHEDULE	22
APPENDIX C. INTERNAL DISCIPLINE POLICY.....	23
APPENDIX D. FAMILY AND MEDICAL LEAVE	30
APPENDIX E. WORKERS' COMPENSATION INSURANCE	33
APPENDIX F. MILITARY LEAVE.....	34

AGREEMENT BETWEEN
CITY OF KELSO
AND
KELSO POLICE OFFICERS' ASSOCIATION
January 1, 2013 through December 31, 2016

This agreement is made by and between the City of Kelso, hereinafter referred to as "Employer" and the Kelso Police Benefit Association, hereinafter referred to as "Association."

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

SECTION 1. RECOGNITION. The employer hereby recognizes during the term of this agreement the Kelso Police Benefit Association as the sole and exclusive collective bargaining agent for a unit consisting of all Kelso Police Department Sergeants and Police Officers.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RIGHTS. Except as expressly limited by the terms of this agreement and the laws of the State of Washington, the Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral or written work rules, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which violates a specific provision of this agreement. These rights include but are not limited to: (By way of example)

- A) The right to determine its mission, policies, and to set forth all standards of service offered to the Public;
- B) To plan, direct, control, and determine the operations or services to be conducted by employees of the Employer;
- C) To determine the methods, means, number of personnel (e.g., total personnel per shift and per equipment) needed to carry out the Department's mission;
- D) To direct the working forces;
- E) To determine the need for educational courses, training programs, on-the-job training and cross training;
- F) To recruit, hire, promote, fill vacancies, transfer, assign and retain employees subject to Civil Service Rules and Regulations;
- G) To discipline, suspend, demote, or discharge employees for just cause;
- H) To lay-off or relieve employees due to lack of work or funds;
- I) To classify jobs and determine the duties to be performed by employees in classifications included in the bargaining unit;
- J) To make, publish, and enforce rules and regulations for the efficient operation of the Department;
- K) To determine shift business hours and to schedule work;

- L) To determine performance standards, including assessment of an employee's ability to perform the job;
- M) To introduce new or improved methods, equipment, or facilities;
- N) To contract out for goods and non-bargaining unit services;
- O) To control the Police Department budget;
- P) To take any and all actions as may be necessary to carry out the mission of the employer in situations of civil emergency as may be declared by the Mayor, or City Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

SECTION 2. NOTIFICATION. The Employer agrees to provide thirty (30) days written notice to the Association of any intent to implement a new written policy or to revise a current written policy for the purpose of allowing input on the proposed implementation or change. Implementation or change of a policy may be instituted immediately in the event of an unforeseen emergency involving health or safety subject to review and input within thirty (30) days by the Association.

ARTICLE 3 - ASSOCIATION SECURITY

SECTION 1. ASSOCIATION MEMBERSHIP. It shall be a condition of employment that all employees covered by this agreement who are members of the Association in good standing on the effective date of this agreement shall remain members in good standing. It shall be a condition of employment that all employees to be covered by this agreement and hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association. For the purpose of this section, the execution date of this agreement shall be considered as its effective date.

SECTION 2. ASSOCIATION MEMBERSHIP REQUIREMENT AND EMPLOYMENT OF ASSOCIATION MEMBERS. Upon employment of a new employee covered by this agreement, the Employer shall submit to the employee and to the Association a new member notice, identified as Appendix "A" of this agreement and by reference incorporated therein, on the forms furnished by the Association.

The completed forms are to be sent to the Association not later than the first pay period after employment of the new employee. It is understood and agreed that all new employees shall not be required to become members of the Association until thirty (30) days after the date of employment.

SECTION 3. ASSOCIATION DUES. The Employer will deduct from the pay of each employee covered by this agreement all Association membership dues, current and delinquent; lawful assessments; and initiation fees, provided that at the time of such deduction there is in the possession of the Employer a valid Association dues deduction authorization executed by the employee. All deductions shall be transmitted to the Association monthly. The Association dues deduction authorization is attached to this agreement and marked Appendix "A."

SECTION 4. RELIGIOUS OBJECTION. Employees having a bona fide religious objection to the requirement as set out above shall, as an alternative, have the right to pay an amount equivalent to dues and fees to a non-religious or other charitable organization mutually agreed upon as provided by RCW 41.56.122.

ARTICLE 4 - ASSOCIATION ACTIVITY

SECTION 1. POSTING OF NOTICES. The Employer shall allow the Association to post all necessary notices and information relating to Association business on the Employer's premises. The Association shall be responsible to keep all Union postings orderly and neat in appearance.

SECTION 2. ASSOCIATION OFFICIALS' TIME OFF. Association officials who are employees in the bargaining unit (president, executive board member, or member of the negotiation team), shall be granted reasonable time to conduct Association business while on duty, provided the number of employees allowed time off at any one time shall be limited to two (2) and it does not interfere, in the judgment of the Chief, with the necessary operation of the Department.

SECTION 3. ASSOCIATION BUSINESS. Authorized agents of the Association shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating grievances; provided, that there is no interruption of the Department's working schedule and if possible with prior approval of the Police Chief or designee.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

SECTION 1. REGULAR WORK DAY. Kelso Police Officers and Sergeants are paid on a basis of 2061 hours worked annually. The work period for Patrol shall be ninety-six (96) hours in a seventeen (17) consecutive day work cycle. The first eight (8) days of the work period shall consist of two (2) 12-hour day shifts (0630-1830), one (1) 24-hour period off, followed by two (2) 12-hour night shifts (1830-0630), followed by four (4) days off. The remaining nine (9) days of the work period shall consist of two (2) 12-hour days shifts (0630-1830), one (1) 24-hour period off, followed by two (2) 12-hour night shifts (1830-0630) followed by five (5) days off.

Variations of this schedule for employees in special assignments such as the School Police Officer, Detectives, attendees at the B.L.E.T. Academy, etc. are allowed with management approval so long as the total number of hours worked does not exceed 85 hours in a 14 day work period. A Memorandum of Understanding will outline the School Police Officer's position and alternative work schedule.

SECTION 2. OVERTIME PAY. All time worked in excess of 96 hours in one work period for Patrol, 85 hours in one work period for the School Police Officer, and 80 hours in one work period for Detectives or attendees at the B.L.E.T. Academy, shall be paid at the rate

of one and one-half (1.5) times the employee's base pay. Employees shall have the option of being compensated in overtime pay or accruing compensatory time off at a "time and one-half" rate for all excess hours worked up to a maximum of ninety (90) hours. Compensatory time that exceeds ninety (90) hours shall be converted to overtime pay.

SECTION 3. SCHEDULED DAYS OFF. If an employee is required to work on a regularly scheduled day off, the employee shall be compensated at the same rate as overtime work as described in Section 2 above.

SECTION 4. CALL-BACK TIME. In the event an employee is required to return to duty prior to his next scheduled shift, the employee will be compensated by at least two and one-half (2.5) hours of overtime pay.

SECTION 5. SHIFT ADJUSTMENT. During any shift adjustment, where an employee's scheduled work cycle is altered requiring them to work more than 4 consecutive days, it creates an "extended work week." In such case, the employee shall be granted one day off sometime during that "extended work week." This day off shall be assigned by the Employer with consideration given to maintaining minimum staffing.

SECTION 6. ADVANCED SCHEDULING. The Employer shall make a good faith effort to post the projected work schedule one (1) year in advance.

ARTICLE 6 - SALARIES

Effective January 1, 2013, the base wage for patrol officers and sergeants shall be increased by 2.5% over the 2012 base wage. The salaries contained in Appendix "B" and incorporated hereto shall be the base salary rates for this agreement.

ARTICLE 7 - OFFICER-IN-CHARGE I FIELD TRAINING OFFICER

SECTION 1. O.I.C. COMPENSATION. Whenever a Sergeant is not present to run a patrol shift, the patrol officer with the most seniority on that patrol shift for the day shall be deemed the Officer-In-Charge (O.I.C.) and is responsible for supervisory duties.

If a patrol officer serves as the O.I.C. in the absence of a Sergeant for a minimum of two (2) hours in a shift, he shall be compensated by one (1) hour of vacation leave or one (1) hour of straight time pay per shift. The senior officer may decline to be the O.I.C. (less experience or training) and the assignment of O.I.C. duties given to the next most senior officer on that shift. Officers in special assignments are not eligible for O.I.C. compensation unless they are specifically designated by the unit supervisor as the O.I.C. and the O.I.C. is actively supervising at least two (2) other officers for that full shift.

SECTION 2. F.T.O. COMPENSATION. During the block of time a certified Field Training Officer (F.T.O.) is assigned a student officer, the F.T.O. shall be paid an additional 3% of his base wage to compensate the F.T.O. for the temporary additional duties and responsibilities

involved. This is not intended to create a new rank or "specialty assignment" pay. Management reserves the right to select candidates for F.T.O. training, select F.T.O.s for student assignment, and determine at its discretion both the duration of any such assignment(s) and the duration of a student officer's F.T.O. program.

ARTICLE 8 - LONGEVITY

SECTION 1. AMOUNT OF COMPENSATION. Employees shall receive longevity pay in proportion to the employee's years of service and shall be paid at the following rates:

After 5 years service	2% of base salary
After 10 years service	4% of base salary
After 15 years service	6% of base salary
After 20 years service	8% of base salary

For employees hired after January 1, 1996, the following rate shall apply:

After 5 years service	2% of base salary
After 10 years service	4% of base salary

SECTION 2. DATE OF EMPLOYMENT. For the purpose of longevity pay, the employee's original date of employment shall prevail, even if on the original date of employment, the employee was hired as a temporary employee and later becomes a full-time or permanent employee.

ARTICLE 9 - HOLIDAYS

SECTION 1. HOLIDAYS DEFINED. The following days shall be recognized as designated holidays:

Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

SECTION 2. HOLIDAY PAY. Employees who work on a designated holiday shall be paid at two (2) times their hourly base rate of pay for each hour worked on a holiday shift. Employees who work overtime on a designated holiday shall be paid at one and one-half (1.5) times the holiday rate. (Double-time X 1.5 = triple-time)

Employees scheduled for a regular workday on a designated holiday may request the day off so long as minimum staffing levels are maintained. The Shift Supervisor shall have the discretion to grant or deny the request.

SECTION 3. FLOATING HOLIDAYS. Employees shall be granted eleven (11) floating holidays in addition to the two (2) designated holidays. Employees may use a floating

holiday as a day off rather than working on a regularly-scheduled workday. Employees agree to make a good faith effort to schedule floating holidays on shifts where there remains adequate personnel to ensure minimum staffing. Floating holidays shall be credited to the employee on January 1 of each year for the employee's use and may not be carried over from year to year; provided however, during the employee's first calendar year of employment, floating holidays shall be credited on the basis of one floating holiday for each sixty (60) days of employment.

ARTICLE 10 - VACATIONS

SECTION 1. VACATION LEAVE. Employees shall accrue vacation leave for each month of employment based on the schedule described in Section 2. Employees hired on or before the 15th of the month shall receive credit for the full month. Otherwise, credit will begin accruing on the first day of the month after the date of hire. Vacation leave which is accrued in one month will be credited to the employee on the first day of the following month.

Employees are not eligible to take accrued vacation leave until after six (6) consecutive months of employment. Employees may only use vacation leave that has been credited to them and may not "borrow" from future vacation.

Employees may carryover a maximum of two hundred forty (240) unused vacation hours from one year to the next.

SECTION 2. VACATION SCHEDULE. Employees hired on or before January 1, 1981 shall accrue vacation leave at the following schedule:

Date of Hire	Through	4 years	of service	8.67	hours per month
	After	4 years		9.34	
	After	5 years		10.00	
	After	6 years		10.67	
	After	7 years		11.34	
	After	8 years		12.00	
	After	9 years		12.67	
	After	10 years		13.34	
	After	11 years		14.00	
	After	12 years		14.67	
	After	13 years		15.34	
	After	14 years		16.00	
	After	15 years		16.67	
	After	20 years		18.00	
	After	25 years		20.00	

For employees hired after January 1, 1981, the following schedule shall apply:

Date of Hire	Through	4 years	of service	8.67	hours per month
	After	4 years		9.34	
	After	5 years		10.00	
	After	6 years		10.67	
	After	7 years		11.34	
	After	8 years		12.00	
	After	9 years		12.67	
	After	10 years		13.34	
	After	11 years		14.00	
	After	12 years		14.67	
	After	13 years		15.34	
	After	14 years		16.00	
	After	15 years		16.67	

SECTION 3. SENIORITY. Employees having seniority based on date of employment will be given first priority in scheduling vacations.

SECTION 4. SEVERANCE. In case of death, retirement, termination, or disability, all accumulated vacation leave shall be compensated to the employee or to the estate of the employee.

ARTICLE 11 - LEAVES

SECTION 1. SICK LEAVE. Employees hired on or before 01/01/91 shall accrue sick leave at the rate of one and one half (1-1/2) working days for each completed month of service up to the maximum accumulations listed below. Employees hired after 01/01/91 shall accrue sick leave at a rate of one day for each completed month of service up to the maximum accumulations listed below. Employees shall accrue sick leave for their first month of employment if their employment date is the 15th day of the month or prior and the employee is employed for the balance of that month. After the 15th, the count starts next month.

LEOFF I employees may accumulate sick leave to a maximum of ninety (90) working days.

LEOFF II employees shall have the options of accumulating sick leave to a total of ninety (90) days or to a total of one hundred twenty-six (126) working days.

LEOFF II employees must commit in writing which option they choose during the first two weeks of January following their accumulation of ninety (90) days of sick time. This will be an irrevocable decision and may not be changed at a later date.

After an employee has accumulated the maximum allowable accrual of sick leave, the rate of accumulation shall be one (1) working day for each completed month of service, except; the accrual rate of one and one-half (1-1/2) days per month shall apply to employees hired on or before 01/01/91 whose total sick leave accumulation drops below the maximum sick leave allowed. This accrual rate of one and one-half (1-1/2) days per month shall continue until the maximum accumulation is reached whereupon, the accrual rate shall decrease to one day per month.

SECTION 2. SICK LEAVE BUY-BACK. An employee who has accrued in excess of ninety (90) days or one hundred twenty-six (126) days, if eligible, shall be allowed to trade each block of three (3) days accrued beyond the maximum for either one (1) day of annual leave or one (1) day's pay, at the employee's discretion. This sick leave buyback will be exercised each year during the first two (2) weeks in January. Days or portions of days accrued in excess of those divisible by three (3) shall be carried over to the following year.

Previously uncompensated and accumulated sick leave shall be restored to any employee previously separated from employment by a reduction in force and who is re-employed.

SECTION 3. USE OF SICK LEAVE.

Sick leave is only to be used for the following reasons:

- Illness or injury to the employee which incapacitates the employee to the extent the employee is unable to perform his regular duties or alternate light duties as may be assigned by the Chief of Police or his designee.
- Exposure to a contagious disease that would jeopardize the health of the employee or those around him. This must be verified by a doctor's certificate.
- Illness or injury to the employee's immediate family that requires the attendance of the employee. "Immediate family" is defined as the employee's husband, wife, son, daughter, mother, father, brother, sister, aunt, uncle, grandmother, grandfather, stepson, stepdaughter, grandson, or granddaughter.
- Birth of a child to the employee or the wife of an employee as provided in Appendix D. (Family and Medical Leave.)
- Illness or injury directly related to the employee's job less any amount paid by the State to the employee for time loss for the same period of time as described in Appendix E. (Workers' Compensation Insurance.)

If an employee knows in advance of a medical condition or procedure that will require the use of sick leave, the sick leave must be approved in advance by the employee's supervisor. In the event of an emergency, employees must notify their supervisor as soon as possible at the beginning of the period of illness or physical inability to work.

If an employee is absent due to an illness for three (3) or more consecutive workdays, the Chief of Police may require that the employee provide a statement from the employee's physician. This statement should include the nature of the illness or physical inability to work and the anticipated length of time the employee will be required to be away from work. A doctor's certificate showing fitness for duty may also be required upon the employee's return to work, depending on the individual circumstances.

SECTION 4. FUNERAL LEAVE. In the event of a funeral occurring in the immediate family of an employee, that employee shall be granted emergency leave not to exceed three (3) consecutive days if the funeral occurs within five hundred miles, and not to exceed five (5) consecutive days if the funeral occurs outside of a radius of five hundred miles. "Immediate family" is defined as grandfather, grandmother, father, mother, step relations, father-in-law, mother-in-law, brother, sister, spouse, child or grandchild, significant other and/or any relative living in the employee's household.

SECTION 5. FAMILY LEAVE. Family leave shall be administered in accordance with state and federal laws and as described in Appendix D. (Family and Medical Leave.) Employees shall be required to utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave if a sickness or injury is involved) before any non-paid time off shall be utilized, All leave granted in accordance with state or federal laws whether paid or unpaid shall count against the 12 week periods and each shall run concurrently.

SECTION 6. MILITARY LEAVE. Military Leave shall be administered in accordance with state and federal law as described in Appendix F.

ARTICLE 12 - GROUP INSURANCE

SECTION 1. MEDICAL BENEFITS.

- A) Effective January 1, 2014, Employer shall offer the following medical insurance plans for each bargaining unit employee:
- i) AWC HealthFirst High Deductible (HRA/VEBA)
 - ii) AWC HealthFirst 500
 - iii) Kaiser Foundation HSA-Qualified High Deductible \$1,500/\$3,000 with \$15/\$30 prescription coverage (HRA/VEBA)
 - iv) Kaiser Foundation Traditional \$500 Deductible with \$10/\$20 prescription coverage (HRA/VEBA as applicable)
- B) Employer agrees to pay the full monthly premium for AWC HealthFirst High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents. For the years of 2014 and 2015, Employer shall contribute \$200.00 each month of employment into a Health Reimbursement Arrangement (HRA)/VEBA account for Employee Only coverage and \$400.00 each month of employment into a HRA/VEBA account for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings. In 2016, the Employer's HRA/VEBA contributions as described above will be \$125.00 each month for Employee Only and \$250.00 each month for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings.
- C) Employer agrees to pay the monthly premium for AWC HealthFirst 500 and Kaiser Traditional \$500 Deductible plans up to the respective equivalent coverage category cost of the AWC and Kaiser High Deductible Plan offerings plus \$125.00 for Employee Only coverage or \$250.00 each month for Employee plus Spouse and/or Dependent coverage. Employee is responsible to pay any remaining monthly premium cost, if applicable.

Employee's portion of the premium shall be deducted monthly. Where the Employer's equivalent cost contribution is greater than the premium for either benefit plan described in this subsection, the difference shall be deposited into the Employee's HRA/VEBA account established for this purpose.

- D) Eligible employees and/or their spouses/dependents may choose to opt out of Employer-provided health coverage and receive a monthly Employer contribution to a HRA/VEBA account equal to half of the Employer's premium cost equivalent (which includes the high deductible plan premium plus HRA monthly contribution). The incentive shall be provided for any eligible spouse or dependent(s) opting out of City coverage that result in a premium cost savings to the Employer. An Employee may only opt out if eligible for alternative insurance coverage as defined by the Employer's provider's plan requirements. No more than twenty-five percent (25%) of employees throughout the organization may choose to opt out of Employer-provided coverage. Eligible employees choosing to opt out shall make their requests in writing and will be approved by the Employer's human resources manager on a first-come/first-served basis until the limit is reached.
- E) Employees choosing either of the High Deductible plans offered through AWC or Kaiser for the 2014 plan year shall receive an additional Health Reimbursement Allowance (HRA) of up to \$1,000 for Employee Only coverage or \$2,000 for Employee plus Spouse/Dependent coverage to reimburse eligible out-of-pocket medical co-insurance expenses incurred in 2014 above the applicable deductible (\$1,500 or \$3,000 respectively). Any unused portion of the additional HRA allowance will not be contributed to the employee's HRA/VEBA account. This section will automatically sunset on 12/31/2014, except as provided in Article 12, Section 1(F) below.
- F) If the City provides the additional HRA allowance described in Article 12, Section 1(E) above for non-represented employees in the 2015 and/or 2016 plan year, then the City will extend the allowance in the same amount and manner to the KPA-represented employees covered by this agreement.

SECTION 2. DENTAL and VISION BENEFITS. The employer agrees to pay, during the terms of this agreement, 100% of the premiums for the Oregon Teamsters Trust Fund Dental 6 and Vision 4 plans for all employees and their dependents.

SECTION 3. JOB-RELATED INOCULATIONS. The employer agrees to pay for job-related inoculations for employees covered by this contract. These inoculations include the Hepatitis B series, Hepatitis A, influenza, baseline TB testing, and others as approved by the Chief of Police.

SECTION 4. LIFE INSURANCE. The Employer agrees to provide at no cost to the employee, life insurance in the amount of ten thousand dollars (\$10,000) for each employee.

ARTICLE 13 - VACANCIES AND PROMOTIONS

SECTION 1. BILLETS. The Employer and the Association agree that all vacancies and promotions to positions subject to Civil Service jurisdiction will be filled from an established Kelso Civil Service Commission eligibility list obtained by competitive examination. All vacancies, new positions, and promotions to new positions are to be filled as soon as possible after the occurrence of the vacancy.

SECTION 2. PROBATION. Newly hired and promoted employees shall serve a probationary period. All probationary periods commence on the effective date of appointment to the position.

An **entry-level** employee's probationary period shall end six (6) months after successful completion of the Field Training Officer (FTO) Program.

A **lateral-level** employee's probation shall end one (1) year from the hire date.

A **promotional** appointee's probation shall end six (6) months from the date of appointment.

These probationary periods may be extended for a maximum of ninety (90) additional days at the discretion of the Chief of Police.

The Employer shall have no responsibility to re-employ or continue the employment of probationary employees who have not been granted tenured Civil Service status. Such probationary employees may be disciplined or discharged without access to any appeal process established by the Agreement or by Civil Service.

A regular officer on **promotional** probation retains his/her Civil Service rights as a regular officer.

ARTICLE 14 - EDUCATIONAL INCENTIVE

SECTION 1. EDUCATION COMPENSATION. Employees hired prior to 01/01/98 who possess or obtain college education shall receive educational incentive pay added to their base monthly pay according to the following schedule and conditions:

2 year degree equivalency	.34%
2 year college degree	1.13%
4 year college degree	2.27%
Master's degree	2.84%

For an employee hired after January 1, 1989, to draw educational compensation pay, the employee's degree or equivalency must be in a field that is job-related as determined by the Chief of Police. Employees currently receiving educational compensation pay will

continue to do so, but any additional credits that qualify the employee for a higher rate of educational compensation pay must be job-related as approved by the Chief of Police.

Employees hired on or after 01/01/98 who possess or obtain college education shall receive educational incentive pay added to their base monthly pay according to the following schedule:

2 year college degree	1.13%
4 year college degree	2.27%

SECTION 2. TUITION AND BOOKS. The employer shall reimburse the employee for thirty-three and a third percent (33.3%) of the costs of job-related college courses completed by the employee during an approved course of study leading to a baccalaureate or master's degree from an accredited college or university. The maximum level of reimbursement per class or course will be based on current tuition charges for classes at Washington State supported colleges, universities or technical schools as determined by the Employer. This reimbursement pertains only to tuition and books. The employee must complete the course with a grade of the equivalent of 2.7 or better. The Chief of Police must approve the course of study as job-related. The Chief may approve a pass/fail graded course if it does not offer a letter grade and a pass will be accepted for reimbursement purposes.

If an employee who benefits under this section leaves the employ of the City other than by disability leave within four years from his date of employment, he will reimburse the City for any amounts received.

The employee will be reimbursed upon presentation of an official college transcript showing a 2.7 or equivalent or better, or passing grade if the course was an approved pass/fail course and a receipt for the course books. The Employer will reimburse the employee at the in-state resident student's rate or comparable rate of tuition during the next regularly scheduled pay period.

ARTICLE 15 - UNIFORMS AND EQUIPMENT

SECTION 1. UNIFORMS. At the time of hiring, the Employer will provide each new employee the following uniform and equipment items: 2 short-sleeved shirts, 2 long-sleeved shirts, 3 pairs of pants, 1 ballistic vest, 1 jacket, 1 tie, 1 cap, 1 complete set of "web gear" including pistol holster, 1 pair of handcuffs, and 1 expandable baton.

The Employer will also provide specialized uniforms and equipment as required for attendance at the Basic Law Enforcement Training Academy or Equivalency Academy. After successful completion of the probationary period, each employee will receive an annual allowance to perform regular uniform and equipment maintenance and replacement. This allowance will be paid in the Employer's normal January billing cycle. (Paid in February) During the year in which the Employee completes probation, the allowance will be prorated from the end of the first year of employment through the end of the current calendar year. Allowance - 2012 = \$775.

Any employee who leaves the department without successfully completing the probationary period shall return all issued uniforms and equipment and is not eligible for uniform allowance. Any employee who leaves the department within 2 1/2 years of the date of hire shall return all issued items of uniforms and equipment to the Employer. Certain issued items of equipment (laser holsters, police radios, etc) remain the property of the Employer and must be returned upon termination of employment.

SECTION 2. UNIFORM CLEANING. The Employer shall provide cleaning for no more than one (1) uniform per week at a cleaning establishment chosen by the Employer.

SECTION 3. DAMAGED EQUIPMENT. The Employer shall replace or reimburse an officer for all items listed as issued in Section 1 above which are damaged or destroyed while the employee is performing duties to which he is assigned. The Chief of Police or his designee shall determine if the equipment was, in fact, damaged in the line of duty. The Employer may prorate the reimbursement of damaged items based on a "fair market value" standard if the item was not in new condition. If the employee disagrees with the allowance made, the employee shall be entitled to file a grievance for final determination of the allowability of the claim. If any person responsible for damage of the employee's equipment or clothing is required by any court to pay damages attributable to that individual's actions, the money will be paid to the officer to reimburse for expenses to the extent that he has not been reimbursed by the Employer.

SECTION 4. BALLISTIC VEST REPLACEMENT. The Employer agrees to replace ballistic vests at five-year intervals for all employees. The Employer will select, purchase and issue the vest of its choice, provided, the vest shall be rated at least "3A" level of protection. If an employee wishes to order a vest that is more expensive than the vest provided by the City, the employee must reimburse the City for any actual additional cost.

ARTICLE 16 - RETIREMENT BENEFITS

All regular police officers and police sergeants shall be covered by the Law Enforcement and Fire Fighters Retirement System.

ARTICLE 17 - COPIES OF AGREEMENT

The Employer agrees to produce and supply a copy of this agreement to all employees during the term of this agreement.

ARTICLE 18 - PREVAILING RIGHTS

It is understood and agreed that certain rights and privileges have been prevailing and established by the conduct of the parties and those rights and privileges are included in this agreement and shall remain in full force and effect and be unchanged and unaffected by the terms of this agreement.

It is further agreed that all rules, regulations, and manuals that are inconsistent with this agreement are of no further force and effect and shall be modified accordingly. When necessary, all such documents shall be modified within ninety (90) days after the signing of this agreement.

ARTICLE 19 - ADDITIONAL NEGOTIATIONS

The parties to this agreement agree that all or part of this agreement may be opened for additional negotiations at any time upon the mutual consent of both parties.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. A grievance is defined as a dispute between the Employer and the employees over the interpretation or application of any of the specific provisions of this agreement.

SECTION 2. All grievances must be resolved in accordance with the following procedures:

STEP I. All grievances shall, within ten (10) calendar days from the time the complaint arose or should have reasonably been known to exist, be referred in writing to the Chief of Police. The grievance memorandum shall set forth a description of the facts at issue, the contract section allegedly violated, and the remedy requested by the Association.

STEP II. If no response to the grievance is received within ten (10) calendar days, the grievance shall be presented within seven (7) calendar days in writing and to the City Manager. The City Manager shall respond to the grievance in writing within ten (10) calendar days.

STEP III.

- A) If the grievance has not been resolved or the parties cannot reach an agreement, either party may, within ten (10) calendar days from the date upon which the City Manager's response was received or was due, refer the grievance to arbitration or the Civil Service Commission by notifying the other party of its intent to appeal the grievance. In the case of disciplinary actions, appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step II response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made. The referral shall be in writing within seven (7) calendar days of notification that the dispute is submitted for appeal, the Employer and the Association shall attempt to agree on an arbitrator. If no agreement on the arbitrator is reached, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) qualified arbitrators from which the arbitrator shall be selected by the parties alternately striking from the panel until only one remains. First strike shall be determined by the toss of a coin between the Association president and the Chief of Police.

- B) The arbitrator shall be requested to render his or her decision within thirty (30) days after the close of the hearing. The arbitrator's decision shall be final and binding, provided that the arbitrator shall have no power to add to, detract from, alter or modify the terms of this agreement. Any decision rendered shall be within the scope of the agreement and shall not change any of its terms or conditions.
- C) The power and authority of the arbitrator shall be strictly limited to determining the meaning and the interpretation of the express terms of the agreement as herein explicitly set forth. The arbitrator shall, in his decision, specify whether or not the decision is retroactive, and the effective date thereof. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in another case.
- D) The costs of the arbitrator shall be borne equally by the parties.
- E) Time limits specified herein may be waived by mutual agreement in writing. Failure of the employer to respond within the prescribed or agreed time limits at any step shall entitle the Association to proceed to the next step. Failure of the Association to respond within the prescribed or agreed time limits shall constitute abandonment of the grievance.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

SECTION 1. INTERNAL DISCIPLINE. In matters of internal discipline, the Employer shall abide by its Internal Discipline Policy, attached as "Appendix C," and incorporated by reference herein.

SECTION 2. DISCHARGE FOR CAUSE. No employee shall be disciplined without just cause. Disciplinary sanctions shall be limited to oral reprimand, written reprimand, demotion, suspension, and discharge, or, with the agreement of the employee, an alternative form of disciplinary sanction. If the City has reason to discipline an employee, it shall be done in a manner least likely to embarrass the employee before other employees or the public.

SECTION 3. EXPUNGEMENT OF DISCIPLINE RECORDS. All records of formal discipline up to and including written reprimands will be expunged from the employee's personnel file after a period of three (3) years, thus this type of discipline is not grievable. However, the expungement or the non-grievability of this type of discipline does not apply to behavior involving criminal conduct or moral turpitude.

ARTICLE 22 - OFF-DUTY EMPLOYMENT

Employees may engage in outside employment during off-duty hours, provided such employment does not: interfere with the efficiency of law enforcement and public safety; conflict with the Employer's published policies and regulations; interfere with the employee's performance of regular police duties; or result in an unusual sick or absence record in the employee's primary police employment.

Because a possible conflict with law enforcement and the public safety mission may arise, no employee may engage in the following outside employment: work in a licensed gambling establishment, in a capacity serving alcohol, or with a bail bond service.

ARTICLE 23 - DRUG-FREE WORKPLACE

The City and the Association recognize that the maintenance of a drug-free workplace is essential to the safety and welfare of the employees. This Article establishes City programs and practices that promote and support a drug-free working environment and bring the City into compliance with the Drug-free Workplace Act of 1988. (Reference as a Police Department Policy Number 10199 which has been agreed upon by the parties and incorporated in this agreement as if set forth in full.)

ARTICLE 24 - TERM, SEPARABILITY, CONSTRUCTION, AND DURATION OF AGREEMENT

SECTION 1. SEPARABILITY CLAUSE. The provisions of this agreement are deemed to be separate to the extent that if and when a court or administrative tribunal judges any provision of this agreement in its application between the Employer and the Association to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this agreement, but such remaining provisions shall continue in full force and effect, provided however, that in the event any provision or provisions are so declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating any agreement on the provision or provisions so invalidated; provided further, that if the parties fail to reach such an agreement, this contract and the remaining provisions thereof shall be and remain in full force and effect. If the judicial or administrative adjudication that any provision of this agreement is in conflict with any law is thereafter reversed, such provision shall, be reinstated with full force and effect from the effective date of such reversal.

SECTION 2. HEADINGS NOT BINDING. The section and paragraph headings used in this agreement were inserted for convenience only, and shall have no bearing on the construction or meaning of this agreement.

SECTION 3. TERM OF THE AGREEMENT. UNLESS OTHERWISE PROVIDED, this agreement shall be from January 1, 2013 to December 31, 2016 and shall remain in full force and effect until a new contract is negotiated.

IN WITNESS WHEREOF, THIS AGREEMENT IS ENTERED INTO ON THIS

_____ DAY OF DECEMBER 2013.

CITY OF KELSO

KELSO POLICE ASSOCIATION

BY: _____

BY: _____

Mayor

President

BY: _____

BY: _____

City Manager

Member

Attested To Form:

BY: _____

City Attorney

APPENDIX A. ASSOCIATION DUES DEDUCTION AUTHORIZATION

I acknowledge that as a condition of my employment with the City of Kelso, and as a member of the Police Department, I will join the Kelso Police Officers' Association within thirty (30) days of my first employment. I authorize and request the employer to deduct from my pay during the life of the current agreement between the Employer and the Association, the regular initiation fee and regular monthly dues, and to forward these amounts to the Kelso Police Officers' Association.

This assignment shall remain in effect during the term of the current agreement or any extension thereof, so long as I remain an employee of the City of Kelso.

Signature _____

Type or print name of employee Street

Address City / State / zip

Date of Signature

Date of Employment

APPENDIX B BASE SALARY SCHEDULE

Effective January 1, 2013, the following monthly base salary schedule shall apply:

Class	Position Title	Entry 80%	1 Year 85%	2 Year 90%	3 Year 95%	4 Year Control	Merit
P16	Sergeant	4,973	5,284	5,594	5,906	6,217	6,527
P12	Police Officer	4,400	4,675	4,950	5,225	5,500	0
P12	Police Officer Training	4,336	4,606	4,877	5,149	5,419	0

Effective January 1, 2014, the monthly base salaries shall be increased three percent (3%) above the amounts set forth in the table above.

Effective January 1, 2015, the monthly base salaries shall be increased three percent (3%) above the 2014 salary adjustment.

Effective January 1, 2016, the monthly base salaries shall be increased three percent (3%) above the 2015 salary adjustment.

Employees covered by this agreement shall receive step increases on the anniversary date of employment or on the anniversary date of promotion to a higher rank.

A newly hired employee will be deemed to be in a "training status" from his hiring date until such time as he successfully completes his Field Training Program as determined by the Chief of Police. For that period, he shall receive pay at a 1.5% reduction of his initial hiring base wage.

APPENDIX C. INTERNAL DISCIPLINE POLICY

Properly administered internal discipline within the Kelso Police Department is necessary to fulfill our law enforcement mission and to achieve the high morale that can only derive from the respect of a community that has confidence in the responsibility of their police. It is therefore necessary to implement a procedure wherein the public will be assured of a thorough inquiry into complaints against the integrity or official acts of police employees, which will provide the factual basis for fair and reasoned personnel action and which will protect those same employees from false or, frivolous complaints.

COMPLAINTS - SUFFICIENCY INITIATION - REVIEW

Sufficiency of a Complaint

- A) Any complaint that is based upon a disagreement in judgment, attitude, or other concern of a supervisory nature will be resolved by review via the chain of command.
- B) A complaint that an employee has violated a law or a department regulation, which is supported by reasonable cause to believe that the violation may have occurred as alleged is a complaint sufficient for investigation and may be addressed by either supervisory review or an internal investigation depending upon the totality of the circumstances disclosed on the face of the complaint.
- C) Whenever a Kelso Police Officer or Reserve Officer either kills or gravely injures another person in the line of duty, an internal investigation will be immediately initiated to ascertain the facts thereof.

Initiation of a Complaint

- A) The process of receiving and investigating complaints against employees will be initiated by the completion of a complaint in the format specified by the Chief of Police or his designee.

Complaints may be received from:

- A) Any person may initiate a complaint against an employee by completing the statement form available from the supervisor or commander of the employee against whom the complaint is made, or from the Chief of Police. Any person who wishes to file a complaint will be provided full access to the complaint process and will not be intentionally intimidated or discouraged from proceeding.
- B) Employees must report known violations of law or department policies, rules, and regulations by other department employees. Such reports will be made on the statement form and be accompanied by all available supportive material.
- C) Anonymous complaints will be received and will be immediately reported on the statement form as completely as possible. Although anonymous complaints will necessarily be given less weight than those made by identified sources, they cannot be ignored and must be reviewed for sufficiency and acted upon where found to be sufficient.

D) All completed complaint forms, regardless of source, will be placed in an envelope, immediately sealed by the complainant or employee receiving the complaint, and referred to the Division Commander of the subject employee for preliminary review. Unless the complaint alleges criminal conduct, or the complaint is from another employee of the Department, the subject employee will be provided with a copy of the complaint within a reasonable time after the Chief of Police is made aware of the complaint.

Review of a Complaint

The Division Commander of the subject employee will review the complaint for sufficiency and will either refer it to the employee's supervisor for review via chain of command for consideration its sufficiency as the basis of an internal investigation.

INVESTIGATION - CHAIN OF COMMAND REVIEW – INTERNAL

Chain of Command Review (Supervisory Inquiry)

A) The purpose of a supervisory inquiry will be to determine the facts of apparent or alleged conduct by an employee that affects the efficient performance of duty and/or the efficient functioning of the department. Such inquiries are to be instructive and/or corrective in nature and will be:

1. Sufficiently thorough to collect all relevant facts.
2. Brought to a timely conclusion without unwarranted delay.
3. Discussed with the employee who is the subject of the inquiry.

B) If the facts and/or discussion are such as to relieve any supervisory concern, the matter will be dismissed with no department record thereof being further maintained.

C) If the facts and/or discussion are such as to establish a basis for further supervisory concern, the matter will be acted upon according to:

1. The prior discipline history of the employee.
2. The severity of the circumstances.

D) The supervisor's authority to initiate and implement disciplinary action in response to complaints subject to chain of command review is limited to:

1. Verbal admonishment.
2. Written reprimand.
3. Temporary suspension.

E) The disciplined employee may appeal a written reprimand or suspension to the next successive level of command and in no event shall a written entry in an employee's personnel file be made without the approval of the Chief of Police.

INVESTIGATIVE BODY - GENERAL INVESTIGATION RESPONSIBILITIES - OTHER DUTIES

General Investigative Responsibilities

Upon receipt of an order from the Chief of Police to conduct an internal investigation, his designee will:

- A) Select and assign officers to conduct the investigation with special attention to their training, experience, and current assignment.
- B) Monitor and direct each investigation's progress to a competent conclusion in accordance with all existing laws, regulations, policies and procedures, and current bargaining agreement.
- C) Prepare a written report of the completed investigation including all Available statements and evidence to support a finding.
- D) Present the Chief of Police with the completed investigative report, supporting documentation, and recommend finding(s) for disposition that are supported by the evidence developed from the investigation.
- E) The employee's direct supervisor will not be selected to conduct an internal investigation.
- F) The Investigative Body will be availed of the services of the City Attorney throughout the conduct of the internal investigations.

CONDUCT OF INTERNAL INVESTIGATIONS

Investigations are to be conducted in an impartial manner with neither favoritism nor prejudice to any party, in order to objectively determine whether a complaint is supported by the facts. All employees are required to completely cooperate in an internal investigation.

The Requirements of the Garrity Rule:

Garrity requires that before a law enforcement agency disciplines an officer for refusing to answer questions, the agency must:

- A) Order the officer to answer questions,
- B) Ask questions which are specifically, directly, and narrowly related to the officer's duties or the officer's fitness for duty,
- C) Advise the officer that the answers to the questions will not be used against the officer in criminal proceedings.
- D) Advise the officer that the refusal to answer appropriate questions may result in discipline for insubordination.

Interviews of Employees

If the employee is or becomes suspected of a criminal violation, the internal investigation as such will cease and an investigation of criminal conduct will proceed. The employee will thereupon be advised of his constitutional rights and afforded immediate opportunity to obtain counsel before being asked to give a statement

regarding his actions. Invocation of any constitutional right by an employee having been advised thereof shall not be regarded as failure to cooperate in the internal investigation.

A) In all investigations of suspected violations of department regulations wherein criminal charges are not contemplated, the employee to be interviewed will be advised at the start of the interview in writing of:

1. The nature of the investigation.
2. His part (suspect, witness, other) in the investigation as it is then known to the investigators. That the employee has the right to a reasonable delay in the commencement of the interview, for the purpose of obtaining the employee's Association representative.
3. That a failure to fully cooperate by truthfully answering of all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include discharge from the department.
4. That if the employee who is the subject of an internal investigation believes that the investigation may result in discipline, the employee may request and obtain the presence of an Association representative or Association attorney during the investigatory interview. Failure to obtain a union representative is not an acceptable basis for unreasonably delaying an investigative interview.
5. That he has the right to name witnesses to be interviewed by the investigating officers.
6. That either party may request to tape record all interviews.
7. That he has the right to reasonable breaks during the interview.
8. That statements made to the investigator during an internal investigation:
 - a. Will become part of the investigative file for the use of the Chief of Police only and be subject to all legal protection available as a private, confidential and privileged communication; and
 - b. Will not be related by the investigator to other witnesses / interviewees not involved in the internal investigation; and
 - c. Will not be communicated to any person by the witness / interviewee except to his union representative.
 - d. That the referral of the summary of facts and findings to the subject employee's supervisor, commander and supervisor shall not constitute a breach of any privilege, privacy or confidentiality.
 - e. That should the subject employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given and persons involved in the internal investigation may be asked by the department or the subject employee to give shown testimony regarding their involvement in the investigation.
 - f. That the investigation must be completed within 30 days of its initiation, unless it is deemed unreasonable by the Chief of Police to conclude within that time.

Relief from Duty Pending or During Investigation

- A) When a complaint against an employee contains an allegation of serious malfeasance, misfeasance or criminal activity which is supported by reasonable cause to believe that it might be substantiated, an immediate temporary relief from duty may be ordered in the best interests of either the employee or the department and the employee will:
1. Be relieved of duty by a supervisory or command officer and ordered to report to the Chief of Police or his designee on the next business day at 1100 hours.
 2. The Chief of Police will thereafter authorize a continuation of the temporary relief from duty, order suspension or order the employee's return to duty. An employee on temporary relief from duty will be compensated at the employee's regular rate of salary.
- B) Whenever an employee is arrested by this department, he will thereupon be suspended until a court disposition is reached.
1. An employee suspended from duty will not receive compensation unless the employee is subsequently exonerated, at which time he will be reimbursed at the employee's regular rate of salary.
- C) In the event of an employee's arrest by another law enforcement agency, a concurrent investigation will be made by this department and a decision upon whether or not to temporarily relieve or suspend the employee until a court decision is reached will be made by the Chief of Police in consideration of the facts determined by the departmental inquiry.
- D) In lieu of temporary relief from duty or suspension, and depending upon the particular circumstances or any incident or complaint under investigation, the Chief of Police may temporarily reassign an employee to alternative police duties within the department with no change in pay.
- E) If the Department decides to suspend without pay or terminate an employee, the Employer shall first provide notice and a hearing prior to the suspension or termination. The hearing will provide the employee, at a minimum, a chance to respond to the allegation supporting the suspension or termination.

DISPOSITION OF AN INVESTIGATION - DISCIPLINARY ACTION

Determination

- A) The Chief of Police will review the completed investigation, consider the recommended finding(s) of the Investigative Body, and make a final determination based upon the facts of the case as to whether the complaint is:
1. Unfounded – the complaint was false or not factual.
 2. Non-sustained – there is insufficient evidence to either prove or disprove the allegation.
 3. Sustained – the allegation is supported by sufficient evidence.

4. Other misconduct – the evidence supports findings of violations other than those alleged in the original complaint.
- B) If the Chief of Police determines that the complaint is either unfounded, not-sustained or that the alleged conduct occurred but was lawful and proper, the employee shall be exonerated.
- C) If the Chief of Police determines that the complaint was sustained or that other misconduct was disclosed by the investigation, appropriate disciplinary or other personnel action may be taken.
- D) If a complaint is determined to be false and the evidence indicates that it was made in an attempt to wrongfully damage the employee, the employee will be provided with all lawful assistance, consistent with city and departmental policy I procedure / regulation, in his pursuit of civil redress against the complainant.

Disciplinary Action - Recommendation - Imposition - Notice

Upon determination of a sustained or other misconduct disposition, the Chief of Police will:

- A) Refer the summary of facts and finding(s) of the investigation to the employee's respective supervisor for a recommendation of disciplinary action. That recommendation is to be initiated by the employee's commander, and forwarded to the supervisor for final recommendation to the Chief of Police.
- B) Decide upon an appropriate level of disciplinary action in consideration of the seriousness of the violation, the recommendations of the employees' supervisors and commanders, the employee's past record of conduct and performance, individual circumstances, and past practice in similar incidents.
- C) Enter the finding(s) and notice of disciplinary action in the employee's personnel file.
- D) Notify the employee of the disciplinary action in writing and require his endorsement of receipt.
- E) Advise the employee of the available appeal process in writing and the time limited thereupon.
- F) Circulate copies of the notice to the Secretary-Chief Examiner of the Civil Service Commission and the City Manager.
- G) In the event of an internal investigation has resulted in a criminal charge against an employee being filed by the City of Kelso or being presented by this department to the County Prosecutor for filing, the employee may be subject to disciplinary action up to and including termination upon:

1. Being found guilty following the completion of a misdemeanor trial; or
2. Being found guilty following the completion of a misdemeanor trial, unless additional evidence produced at trial causes the findings of the internal investigation to be reconsidered; or
3. The filing of a felony charge by the prosecuting attorney.

H) Should a criminal charge be filed against an employee by another jurisdiction or law enforcement agency, the findings of this department's concurrent investigation will determine whether or not any disciplinary or other personnel action will be taken by this department.

In cases of termination the employee is entitled to an in-person hearing as part of due process. The hearing will be conducted by the Chief of Police or his designee.

EXTRA-DEPARTMENTAL COMMUNICATIONS

Response to extra-departmental inquiries regarding discipline will be made according to the following limitations:

- A) If an employee is subjected to disciplinary action of lesser severity than termination, no response will be made.
- B) If an employee is terminated for other than being charged or convicted of a crime, response will be limited to the information contained in the executive order of termination.
- C) If an employee is terminated for being charged or convicted of a crime, response may be made and must be in accord with Bar-Bench-Press Principles and Guidelines and the Washington Records Privacy Act (Chapter 10.97).

APPENDIX D. FAMILY AND MEDICAL LEAVE

Employees who have been employed by the City for at least one year and who have worked at least 1250 hours during the prior 12 months, are entitled to 12 work weeks of unpaid leave during any 12-month period. The twelve (12) month period is defined as a "rolling twelve (12) months" which starts on the first day on which the employee takes an FMLA leave, and continues for twelve (12) months from that date. FMLA can be taken for one or more of the following reasons:

1. To care for the employee's newborn, newly adopted child, or newly placed foster child.
2. To care for self, if the employee has a serious health condition that makes the employee unable to perform the essential functions of his or her position.
3. To care for the employee's spouse, registered domestic partner, child or parent who has a serious health condition. A "child" includes biological, adopted, foster, and step-, children under the age of 18, or children 18 or older if the older child is incapable of self-care because of a mental or physical disability.
4. For a "qualifying exigency" arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military member (including those in the regular Armed Forces, the National Guard or the Reserves) who is on active duty, or has been notified of an impending call to active duty. Qualifying exigencies are generally activities related to the active duty or call of duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.
5. An eligible employee may also take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for an injured service member who is the employee's spouse, registered domestic partner, parent, child or next of kin. A covered service member is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered service member may also be a veteran who was a member of the Armed Forces any time during the five years preceding his/her need for medical treatment, recuperation or therapy for a serious injury or illness, where the injury or illness was incurred or aggravated in the line of duty. For purposes of this kind of leave, the twelve (12) month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed twenty-six (26) weeks in the applicable leave year.

A "serious health condition" is generally defined as an illness, injury, impairment, or physical or mental condition that involves inpatient hospital care or continuing treatment by a health care provider. Legal guidelines defining a serious health condition contain examples and much more detail than can be provided here. If you have questions or need additional information, please see the City Manager.

If both a husband and wife are employed by the City, they are together entitled to a total combined leave of 12 work weeks in 12 months if the leave is taken for the birth or adoption of a child, of a foster child, or to care for a parent. Family leave for birth or adoption must be completed within 12 months of the date of the birth or placement for adoption.

Generally, employees are required to use any available paid vacation, comp time, and sick leave as part of the 12-week leave. However, in the case of leave due to birth or adoption (#1 and #2 above), an employee may choose, but is not required to use available paid sick leave prior to taking the leave without pay.

If the leave is foreseeable, the employee must advise his / her Department Head, in writing, at least 30 days in advance of the anticipated starting date of the leave and make a reasonable effort to schedule the leave or required treatments so as not to unduly disrupt operations.

Employees requesting leave for medical reasons must provide certification of a serious health condition from a physician or licensed health care provider. The certification must include the date on which the serious health condition in question began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is unable to perform his or her job functions, or a statement that the employee is needed to care for a spouse, parent, or child, along with an estimate of the time required. The City may require employees to obtain a second opinion. Second opinions will be paid for by the City.

Employees who return from family leave will be reinstated to the same position held when the leave commenced or to a position with equivalent benefits, pay, and other terms and conditions of employment.

Vacation and sick leave benefits will not accrue during the leave if the leave is longer than 20 consecutive days. An employee on leave will not lose any benefits which accrued before the start of the leave, except for benefits which are used as part of the leave, as noted above.

During the leave, the City will maintain coverage under the group health plan at the same level and under the same conditions as if the employee had continued in employment. If the employee does not return to work after conclusion of family leave, he or she may be responsible for reimbursing the City for any premiums paid during the leave period.

Required premium payments, if any, must be made by the employee no later than the first of the month for coverage for that month. If payment is not received within 30 days, coverage may be canceled.

If an employee allows coverage under the group health plan to lapse, the employee will be reinstated to the plan upon returning from the leave without having to satisfy waiting periods,

Family leave to care for a spouse, child, parent, or self may be intermittent if medically necessary. Leave for birth or adoption may not be intermittent.

All time off that meets the criteria described above, including time off because of on-the-job injuries (Workers' Compensation), will be classified as Family and Medical Leave.

APPENDIX E. WORKERS' COMPENSATION INSURANCE

All employees (except LEOFF-I employees) are covered while on the job by Workers' Compensation Insurance. This insurance provides coverage for you if you suffer an occupational illness or injury at work. Eligibility and payments for medical expenses and lost time are determined by state law. The City pays the entire premium for workers compensation insurance.

Employees may use accumulated sick leave to make up the difference between the employee's regular salary or wage and the amount of time loss payments received from the State Department of Labor and Industries. It is the employee's responsibility to inform the city Finance Department if he/she has received a time loss payment from the Department of Labor and Industries (L&I).

APPENDIX F. MILITARY LEAVE

Employees who are ordered to attend annual military reserve training or other short-term active military duty shall be entitled to up to twenty-one (21) workdays per year or any greater period required by law, for performing ordered active duty training or active duty.

This shall be in addition to any vacation or sick leave to which the employee is otherwise entitled. Employees must provide a copy of their military orders upon request.

Reservists are entitled to re-employment as provided under federal and state law.

In the event an employee volunteers (rather than being ordered) to participate in a military training opportunity, the time may be treated as either discretionary leave (vacation, comp time, floating holiday) or as a leave of absence by the City.

An employee who enters the state or federal armed services for an extended tour of duty is eligible for an extended military leave of absence, which may continue for up to five years, unless otherwise provided under state or federal law. Employees will receive all accrued vacation pay when their extended military leave begins. Any insurance benefits will end on the last day of the month in which the extended military leave begins. An employee who leaves work to serve in the military is entitled to reemployment as provided under state and federal laws.

The City will continue group medical insurance for employees on military leaves of absence until the first of the month following 30 days. After that time, employees may continue their health insurance at their own expense through the COBRA continuation program. Contact the Finance Director for more information about this program.

ATTACHMENT "A"

City of Kelso and Kelso Police Benefit Association City's Concept Proposal

October 21, 2013

(Approved by KPA on 11/18/2013; Approved by Kelso City Council on " _____ ")

The City management team met with the KPA negotiating team on October 21st, 2013 and tentatively agreed to the following terms of a collective bargaining agreement with the sworn officers unit. The City reserves the exclusive right to add to, modify and/or delete these proposals as the City deems necessary to achieve settlement. This concept proposal references and incorporates items presented in the October 29, 2012 City proposal.

Term

Agreement is effective January 1, 2013 through December 31, 2016.

Wages

Base salary increased as follows:

- January 1, 2013 – 2.5%
- January 1, 2014 – 3%
- January 1, 2015 – 3%
- January 1, 2016 – 3%

Group Insurance (refer to 10/29 proposal for details)

The City's proposed amendments to its group insurance offerings stand with the following modifications:

- Current medical plan remains in place for 2013. Employees covered under new health plan 1/1/2014.
- (*Modifies **only** Section 1B of Article 12 Group Insurance*)
2014 HRA/VEBA contributions will be \$200 or \$400/month dependent on demographic category;
2015 HRA/VEBA contributions will be \$200 or \$400/month dependent on demographic category;
2016 HRA/VEBA contributions will be made in accordance with the original 10/29/2012 proposal.

- The standard City HRA/VEBA contribution is \$125 or \$250/month dependent upon demographic category. The City agrees to increase this contribution to \$200 or \$400/month **only** as it pertains to employees choosing one of the two High Deductible plan options offered. Where other provisions within Article 12, Section 1 may be impacted by the amount of the HRA/VEBA contribution, the standard contribution of \$125 or \$250/month shall apply.
- For the 2014 plan year, employees choosing either of the high deductible plans offered through AWC or Kaiser shall receive an additional Health Reimbursement Arrangement allowance of up to \$1,000 for Employee Only coverage or \$2,000 for Employee plus Spouse/Dependent coverage to reimburse eligible out-of-pocket medical co-insurance expenses incurred in 2014 above the applicable deductible (\$1,500 or \$3,000 respectively).
- For the life of this agreement, the City agrees to pay the full monthly premium for the AWC Health First High Deductible and Kaiser HSA-qualified High Deductible medical plans. The premium increase cost-sharing provision outlined in Article 12, Section 1E of the City's 10/29/2012 proposal is removed.
- All other provisions contained within Article 12, Section 1 of the City's 10/29/2012 proposal remain in effect.

Hours of Work and Overtime

- The KPA recognizes that overtime costs have caused a significant strain on the Police Department's budget and will present proposals for consideration that provide greater scheduling flexibility allowing for the reduction in overtime expense.
- Upon receipt of the aforementioned proposals **and** their incorporation within the collective bargaining agreement through direct amendment or by separate MOU, the City will withdraw the proposed modification to Policy 216 Shift Staffing Levels. In doing so, the City does not waive its right to determine adequate shift coverage, staff levels, or service levels to control its budget.

Prior Proposals

- Upon agreement of the provisions contained within this proposal, the City withdraws its other contract modifications contained within the 10/29/2012 proposal and subsequent proposals.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Kelso Police Association
(Records Specialists) 2013-2016 Collective
Bargaining Agreement.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ December 3rd, 2013

Originator: Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

(Will be provided to Council on December 3rd pending unit ratification) 2013-2016 Collective Bargaining Agreement between City of Kelso and Kelso Police Association (Records Specialists)

SUMMARY STATEMENT:

The City has reached a tentative agreement with the Records Specialists Unit of the Kelso Police Association on a collective bargaining agreement covering the years of 2013 – 2016. The terms of this proposal have been presented to the unit for ratification, however, the final vote will not be released until December 2nd. A summarized term sheet and the full agreement will be made available to Council on December 3rd pending the unit's approval.

The City's management team and KPA representatives have been in mediation over this agreement for eight months. The current agreement expired at the end of 2012, with the same terms of the existing agreement in effect during the 2013 year as prescribed under Washington State law.

Assuming the agreement is ratified by the unit in time for consideration at the December 3rd meeting, the City's management team recommends Council approval of the agreement.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

**SUBJECT TITLE: Interlocal Agreement for
Building Services – City of Longview**

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: December 3, 2013

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Interlocal Agreement – City of Longview Building Services

SUMMARY STATEMENT:

The City's plan review and building inspection services have been conducted through a part-time employment relationship since 2011. The City currently has an emergent need to find an alternate service provider for these functions and has reached out to the City of Longview's Community Development Department for assistance. The attached interlocal agreement would establish an on-call, ongoing relationship with Longview to conduct plan review, building code enforcement, and inspections. Longview's staff is certified to perform this work and currently has the capacity to provide the same or expanded level of service as Kelso's staff and building community has become accustomed to. The hourly rates for this service are included in Exhibit A to the agreement.

If approved by the Kelso City Council, Longview will take up the agreement for consideration on December 12th. Services can be performed under the agreement immediately upon adoption by the legislative bodies of both entities.

RECOMMENDED ACTION:

Move to approve the Interlocal Agreement with the City of Longview for Building Services.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF LONGVIEW & KELSO,
WASHINGTON
RELATING TO BUILDING CODE ADMINISTRATION, PLANS EXAMINATION, &
BUILDING INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into between the CITY OF LONGVIEW, hereinafter "Longview", and the CITY OF KELSO, hereinafter "Kelso".

WHEREAS, Kelso and Longview are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Longview's Community Development Department maintains a building division that regularly enforces and administers the building code requirements, reviews building permit applications, and conducts building inspections; and

WHEREAS, Kelso desires to utilize the resources of Longview to assist Kelso in performing building code administration, plan review, and building inspection; and

WHEREAS, Kelso has agreed to compensate Longview for performing these services; and

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between Kelso and Longview as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework, roles, and responsibilities in order to have Longview perform building code administration, plan review, and inspection services for the City of Kelso for payment.

2. Services-Generally.

2.1. Approval and Priority. All services provided by Longview to Kelso, as detailed in this Agreement, will be performed by Longview's Community Development staff ("Longview Staff") as approved and directed by Longview's Community Development Director (the "Longview Director") or

Longview's Building Official ("Longview Building Official") and subsequent to regularly assigned duties for Longview staff.

2.2 Joint Procedures. The Community Development Directors for each party shall develop mutually agreeable procedures for the notification, transmittal, review, and communication regarding the services performed under this agreement. The Directors will periodically review these procedures and confer as needed to address any issues that arise in the administration of this Agreement. In the event of a dispute regarding the interpretation, application, or performance of these procedures or this agreement, the City Managers of each party shall meet to attempt to resolve the dispute prior to the dispute resolution process set out in Paragraph 12.2

3. Building Official Services. The Kelso Community Development Director ("Kelso Director") shall perform the duties of Kelso Building Official to enforce and administer the provisions of the Kelso building code and render interpretations of the code in accordance with the adopted construction codes.

- 3.1 Kelso's Building and Planning staff will perform permit intake, application administration and monitoring, and permit issuance for Kelso.

- 3.2 Upon request, Longview will provide Building Official services to Kelso to assist the Kelso Building Official in accordance with the current construction codes as adopted and amended by the State of Washington and Kelso.

- 3.3 Longview's Staff will perform building plan review and inspections, and/or building code enforcement duties upon request by Kelso and pursuant to the procedures provided in this Agreement.

4. Building Plan Review Services. Longview Staff will review plans for code compliance upon request and in accordance with the current construction codes as adopted and amended by the State of Washington and Kelso.

- 4.1 Kelso shall submit requests for any plan review services to the Longview Director, or his/her designee.

- 4.2 Plans shall be reviewed and returned to the applicant within the timeframes established for such review by Kelso's applicable municipal code sections.

- 4.3 If approved, Longview's Staff will indicate in writing that the drawings have been reviewed for code compliance. Approved sets of plans shall be returned to Kelso for issuance.

4.4 Longview's Director will assign appropriate staff to attend meetings as requested by Kelso, such as pre-application meetings and pre-submission meetings.

5. Building Inspection Services. Longview Staff shall perform building inspections, including building, plumbing, and mechanical inspections, upon request. The governing codes used for inspection shall be those adopted by Kelso within Chapter 15.03 of the Kelso Municipal Code as amended. Inspections will be performed according to the regular inspection schedule set by the Longview Director in coordination with the Kelso Director. Procedures shall be established and agreed upon by both parties for 1) the notification of Longview's designated staff of inspections waiting to be scheduled, 2) the regular conduct and completion of building inspections, and 3) the notification of Kelso staff of inspection status and disposition.

6. Term of Agreement. This agreement shall become effective immediately upon ratification by both legislative bodies of the City of Kelso and the City of Longview and shall continue indefinitely unless terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.

7. Payment to Longview. In consideration of this Agreement and the services provided, Kelso shall pay Longview an hourly rate for all services provided by Longview under this Agreement, as listed in Exhibit A. Payments for services rendered shall be made by Kelso each month within thirty (30) days of receipt of the billing statement from Longview.

7.1 Billing Statement. Longview shall submit a monthly statement to Kelso that shall contain the following:

- a. Date of service
- b. Hours of work

7.2 Billing Statement Dispute. In the event that there is a dispute regarding the amount of money owed by Kelso to Longview, staff shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the Cowlitz County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute.

Kelso shall be required to pay Longview regardless of whether Kelso is paid or collects fees for the services that involved the work of Longview. Payments for services rendered shall be made by Kelso each month within thirty (30) days of receipt of the billing statement from Longview.

8. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by Kelso shall remain the property of Kelso, and any property owned by Longview shall remain the property of Longview.

9. Independent Contractor. The Parties understand and agree that Longview is acting hereunder as an independent contractor and shall maintain control of all Longview employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All Longview personnel rendering service hereunder shall be, for all purposes, employees of Longview, although they may from time to time act as officers of Kelso.

10. Termination.

10.1. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.

10.2. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

10.3. Termination for Breach. Longview may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Kelso to make payments as required by this Agreement. Kelso may terminate this Agreement upon fourteen (14) days advance written notice in the event Longview fails to provide services as required in this Agreement except disputes handled per Section 7.2.

11. Indemnification and Hold Harmless. Longview agrees to defend, indemnify, and hold harmless Kelso, and each of its employees, officials, agents, and volunteers, from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Longview or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Longview or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

Kelso agrees to defend, indemnify, and hold harmless Longview and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Kelso or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Kelso or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The rights, duties and obligations set forth in this section 12 (Indemnification and Hold Harmless) survive termination or expiration of this agreement.

12. Miscellaneous.

12.1. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

12.2. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Cowlitz County Superior Court, Cowlitz County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

12.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

12.4. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each City.

12.5. Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

12.6. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

12.7. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

12.8. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

12.9. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if

sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

Dated: _____

Dated: _____

City of Longview

City of Kelso

By: _____

By: _____

City Manager

City Manager

Attest: _____

Attest: _____

City Clerk

City Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney

A. EXHIBIT A
BUILDING DEPARTMENT SERVICES FEES

2013 Hourly Rates (includes veh/equip costs)

Building Official69.00
Field Inspector59.00
Plans Examiner55.00

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Draft of 2014-2019 Capital Improvement Program

Agenda Item: _____

Dept. of Origin: Com Dev/Engineering

PRESENTED BY:

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

For Agenda of: December 3, 2013

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Draft Spreadsheet Summary

SUMMARY STATEMENT:

The attached draft summary of the 2014 to 2019 Six-Year Capital Improvement Program reflects a different approach from previous editions of the annual plan. The document identifies budgets and proposed schedules for specific projects in Transportation, Water, Sewer, Drainage, and Parks. A major difference between this program and previous presentations is the number of projects presented. Overall project numbers have been reduced to represent a plan that can be accomplished within the proposed six year period. Each project listed is either funded or has a specific funding plan identified.

The individual project summaries are being finalized and will be presented along with a resolution for adoption at the next council meeting. The resolution will also change the dates of approval of the CIP to the end of the year to match the City's budget cycle. An additional change is to dedicate annual amounts in water, sewer, drainage and transportation for recurring projects. For example; water and sewer have the Annual Small diameter/AC Replacement and the Annual Sewer Replacement programs identified respectively.

Most of the projects contained in this document originated from various city master plans or previous versions of the CIP. Staff will be developing a detailed process for prioritization in the coming year and apply it to the next version of the CIP.

FINANCIAL SUMMARY:

This document requires no budgetary action but is used as a document to help plan for the future projects needed to maintain the City's infrastructure.

RECOMMENDED ACTION:

No action is required at this time. Staff will bring forward the final plan and a resolution for approval at the December 17, 2013 meeting.

DRAFT 2014-2019 Capital Improvement Spreadsheet

Water Projects		2014	2015	2016	2017	2018	2019	Program/Project Total
Annual Small Dia/AC Replacement	W-1	\$ 125,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 200,000	\$ 250,000	\$ 1,075,000
Longview Intertie	W-2	\$ 312,000						\$ 312,000
Water Infrastructure Mapping	W-3	\$ 50,000						\$ 50,000
S. Kelso Drive -Haussler to Carrols Rd	W-4		\$ 100,000	\$ 880,000				\$ 980,000
Minor Road Reservoir Replacement	W-5		\$ 500,000	\$ 4,300,000				\$ 4,800,000
Alternative Source Analysis	W-6				\$ 175,000			\$ 175,000
4th Avenue-Allen to Oak	W-7					\$ 85,000		\$ 85,000
N. Kelso-Pacific-Redpath to Dirk	W-8				\$ 100,000	\$ 438,000		\$ 538,000
Water System Plan Update	W-9					\$ 200,000		\$ 200,000
Paxton Supply Line	W-10						\$ 619,000	\$ 619,000
		\$ 487,000	\$ 750,000	\$ 5,330,000	\$ 475,000	\$ 923,000	\$ 869,000	\$ 8,834,000

Sewer Projects		2014	2015	2016	2017	2018	2019	Program/Project Total
Annual Sewer Replacement	S-1		\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
Underground Storage Tank Assessment	S-2	\$ 25,000						\$ 25,000
Manasco Interceptor Flooding Study	S-3		\$ 25,000					\$ 25,000
Allen Street Apartments PS	S-4			\$ 200,000				\$ 200,000
2nd Avenue Sewer Replacement	S-5	\$ 670,000						\$ 670,000
Donation Pump Station	S-6					\$ 250,000	\$ 2,194,000	\$ 2,444,000
		\$ 695,000	\$ 425,000	\$ 600,000	\$ 400,000	\$ 650,000	\$ 2,594,000	\$ 5,339,000

Transportation		2014	2015	2016	2017	2018	2019	Program/Project Total
Yew Street Reconstruction	T-1	\$ 959,000						\$ 959,000
S. Kelso RR Crossing Environmental Permitting	T-2	\$ 900,000						\$ 900,000
Talley Way Bridge Scour Repair	T-3	\$ 200,000						\$ 200,000
Citywide Pavement Preservation	T-4	\$ 335,000	\$ 150,000	\$ 550,000	\$ 150,000	\$ 550,000	\$ 150,000	\$ 1,885,000
CHAP Street Overlay Program	T-5	\$ 775,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,775,000
Sidewalk Improvement Program	T-6		\$ 50,000		\$ 50,000		\$ 50,000	\$ 150,000
W. Main St. Phase 2 Design	T-7		\$ 500,000					\$ 500,000
W. Main St. Phase 2 Right of Way Acquisition	T-8			\$ 4,500,000				\$ 4,500,000
W. Main St. Phase 2 Construction	T-9				\$ 4,000,000			\$ 4,000,000
Talley Way Corridor & Bridge Design	T-10					\$ 2,500,000	\$ 12,000,000	\$ 14,500,000
		\$ 3,169,000	\$ 1,100,000	\$ 5,450,000	\$ 4,600,000	\$ 3,450,000	\$ 12,600,000	\$ 30,369,000

Drainage		2014	2015	2016	2017	2018	2019	Program/Project Total
Annual Drainage Upgrades	D-1	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 75,000	\$ 300,000
Yew/Walnut Street Trunk Line	D-2	\$ 312,000						\$ 312,000
Minor Road Storm Drain Evaluation	D-3	\$ 35,000						\$ 35,000
Minor Road Storm Drain PH 1	D-4		\$ 350,000					\$ 350,000
Chestnut Street PH 1	D-5			\$ 350,000				\$ 350,000
Minor Road Storm Drain PH 2	D-6				\$ 400,000			\$ 400,000
Chestnut Street PH 2	D-7					\$ 400,000		\$ 400,000
Minor Road Storm Drain PH 3	D-8						\$ 400,000	\$ 400,000
		\$ 372,000	\$ 400,000	\$ 400,000	\$ 450,000	\$ 450,000	\$ 475,000	\$ 2,547,000

Parks		2014	2015	2016	2017	2018	2019	Program/Project Total
Little Facility Repairs-Roof	P-1	\$ 39,600						\$ 39,600
Rotary Park Fence	P-2		\$ 5,000					\$ 5,000
Tamo Bio Swale Fence	P-3		\$ 10,000					\$ 10,000
Exit 39 Welcome Sign	P-4		\$ 20,000					\$ 20,000
Exit 36 Welcome Sign	P-5			\$ 50,000				\$ 50,000
		\$ 39,600	\$ 35,000	\$ 50,000				\$ 124,600

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF KELSO RELATING TO LAND USE EXTENDING FOR SIX MONTHS A MORATORIUM WITHIN THE CITY ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MARIJUANA RELATED USES, INCLUDING MARIJUANA COLLECTIVE GARDENS AND MARIJUANA PRODUCERS, PROCESSORS, AND RETAILERS.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ December 3, 2013

Originator: _____

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:

Steve Taylor

Agenda Item Attachments:

Proposed Ordinance

Memo from Community Development Manager

SUMMARY STATEMENT:

On July 16, 2013 the City Council adopted an ordinance authorizing a moratorium on the establishment, location, operation, licensing, maintenance, or continuation of marijuana related uses, including marijuana collective gardens and marijuana producers, processors, and retailers. On August 20, 2013 a public hearing was held to solicit public input and adopt finding of fact in support of the moratorium. The proposed ordinance will extend the existing moratorium for an additional six months in order to allow the City sufficient time to implement its workplan, and review and study appropriate regulations for the regulation of marijuana related uses.

As a result, no building permit, occupancy permit, or other development permit or approval shall be issued for any medical or recreational marijuana related land use and no business license shall be granted or accepted while this moratorium is in effect.

RECOMMENDED ACTION:

Make a motion to approve Ordinance extending for six months a moratorium on marijuana related land uses.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO RELATING TO LAND USE EXTENDING FOR SIX MONTHS A MORATORIUM WITHIN THE CITY ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MARIJUANA RELATED USES, INCLUDING MARIJUANA COLLECTIVE GARDENS AND MARIJUANA PRODUCERS, PROCESSORS, AND RETAILERS

WHEREAS, under state laws, regulating marijuana collective gardens and the production, processing, and retail sales of recreational marijuana, cities have the authority to implement zoning and business licensing requirements related to the production, processing, or dispensing of medical and recreational marijuana; and

WHEREAS, on July 16, 2013 the City of Kelso adopted a six month moratorium on these uses within the City; and

WHEREAS, on August 20, 2013 the City of Kelso held a public hearing and adopted findings in support of the adopting of the moratorium; and

WHEREAS, the City requires additional time to conduct appropriate mapping, to draft, review, and allow public input on proposed regulations, and to analyze the impacts and potential liabilities of proposed regulations; and

WHEREAS, the City held a public hearing and took public comment on the extension of the moratorium on December 3, 2013;

NOW, THEREFORE,

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

SECTION 1. Findings of fact.

The City Council hereby adopts the following preliminary findings in support of the moratorium.

1. E2SSB 5073, codified at RCW 69.51A allows for “collective gardens” that provide

- for the growing and cultivating of up to 45 marijuana plants to serve no more than 10 qualifying patients.
2. Initiative 502 adopted in November 2012 and codified at RCW 69.51 and RCW 46.61 allows for the production, processing, retail sale, and use of recreational marijuana subject to rules to be promulgated by the state Liquor Control Board.
 3. The Liquor Control Board has developed regulations governing the licensing and operation of recreational marijuana producers, processors, and retailers and began accepting applications for licenses on November 18th, 2013.
 4. Under existing federal law, the production, processing, sale and use of marijuana or medical marijuana is prohibited.
 5. The City has developed a draft map of locations where such uses would be prohibited under the State regulations.
 6. The City is developing a draft ordinance regulating marijuana uses and has developed a workplan for the consideration of the ordinance.
 7. The City requires additional time to revise its mapping of the proposed locations for these operations, and to draft, review, and allow public input on the proposed ordinance.
 8. The City finds that a zoning, licensing, and permitting moratorium should be established pending completion of the review of the issue and completion of the City's workplan.
 9. The City has held a public hearing on December 3, 2013 and has made these findings in support of the extension of the moratorium for six months.

SECTION 2. Moratorium Imposed.

Pursuant to RCW 35A.63.220, a moratorium is hereby enacted prohibiting within the City of Kelso, the establishment, location, operation, licensing, maintenance, or continuation of

any marijuana related land uses, including medical marijuana collective gardens, and the marijuana producers, processors, or retailers, whether for profit or not for profit, asserted to be authorized or actually authorized under E2SSB 5073, Chapter 181, Laws of 2011, RCW 69.51A or Initiative 502, RCW 69.51 and RCW 46.61, or any other laws of the State of Washington.

No building permit, occupancy permit, or other development permit or approval shall be issued for any medical or recreational marijuana related land use and no business license shall be granted or accepted while this moratorium is in effect.

SECTION 3. Effective Period for Moratorium.

The moratorium set forth in this ordinance shall be in effect for six months from the date of this ordinance and shall automatically terminate at the conclusion of the six month period unless the same is extended as provided in RCW 35A.63.220 or unless terminated sooner by the City Council.

SECTION 5. Severability.

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

SECTION 6. Effective Date.

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

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

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY
PUBLISHED:_____

MEMO

TO: CITY COUNCIL

FROM: NANCY MALONE, PLANNING MANAGER

DATE: November 21, 2013

RE: DEVELOPING REGULATIONS FOR RECREATIONAL MARIJUANA

The City of Kelso is in the process of developing regulations to address the legalization of marijuana as allowed by Initiative 502, which was passed by Washington voters in November of 2012.

The Planning Commission has reviewed the Washington State Liquor Control Board (WSLCB) rules and regulations for recreational marijuana in order to have a better understanding of what the rules and regulations are. They are hoping to get an understanding of where, why and how to identify those boundaries, both in code requirements (text) and zoning districts. We have reviewed the city's zoning map, identifying those uses that are listed in the LCB regulations where recreational marijuana businesses are not allowed within 1,000 feet (as the crow flies). Those uses are: Elementary or secondary schools; Playgrounds; Recreation centers or facilities; Child care centers; Public parks; Public transit centers; Libraries and any game arcade (where admission is not restricted to persons age twenty-one or older), typically referred to as the 1000 foot buffer area.

As a result of this survey, it has been determined that there are very few areas within the city that could be used for this type of business.

Those areas consist mostly in the Industrial zoning districts with a few areas in the Commercial Town Center district and the Commercial Specialty Retail district. Discussion

has ensued as to create an overlay zone, permitted use w/out overlay zone or incorporate in SOB overlay zone. Code language has been drafted for December's PC meeting.

In the coming months we will be following the schedule as listed below (as closely as possible):

December 13th – Continue to workshop the code language and zoning map areas.

January 14th – Possible Public Hearing w/PC (if workshop goes well)

February 11th – Public Hearing w/PC

February 4th – Ordinance to Council – 1st reading (if hearing held on 1-14)

February 18th – Ordinance to Council – 2nd reading (if hearing held on 1-14)

March 4th – Ordinance to Council – 1st reading

March 18th – Ordinance to Council – 2nd reading

AGENDA SUMMARY SHEET

AGENDA ITEM: An ordinance
authorizing an interfund loan from the
General and Equipment Reserve Funds
to the Arterial Street Fund for the
purpose of providing working capital
for the acquisition of right-of-way for the
West Main project. 1st reading.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____

FOR AGENDA OF: 12/3/2013

ORIGINATING DEPT: Finance

DATE SUBMITTED: 11/25/2013

COST OF ITEM: N/A

AMT. BUDGETED N/A

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

Proposed ordinance

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The construction phase of the West Main project may require substantial monies up front to pay monthly progress payments for construction. However, at this time, the Arterial Street Fund has insufficient funds available to cover the upfront construction costs. This temporary loan will provide sufficient funds for such costs. Ultimately, most construction expenditures will be reimbursed to the City from grants.

Staff recommends passing the ordinance on first reading.

ORDINANCE NO. _____

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

WHEREAS, the City finds that certain monies need to be expended from the Arterial Street fund to cover construction costs for the West Main Realignment Project; and

WHEREAS, the City has been approved for grant funding for these construction expenditures and said funds are only available on a reimbursement basis; and

WHEREAS, the City desires to transfer monies from the General Fund and Equipment Reserve Fund to the Arterial Street Fund to cover the construction expenditures with the intent of repaying the various funds when said grant funds are received;

NOW, THEREFORE,

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

SECTION 1 The City is authorized to transfer the sum of not more than \$1,000,000 total from each of the following funds in the amounts set forth here to the Arterial Street fund to cover the construction expenditures for the West Main Realignment Project:

\$500,000 from the General fund to the Arterial Street fund

\$500,000 from the Equipment Reserve fund to the Arterial Street fund.

SECTION 2 The City agrees to repay each of the funds set forth in Section 1 in full from monies the City will receive from Grant Funds dedicated for the West Main Realignment Project. Interest shall be charged on said loan at the rate set by the Local Government Investment Pool (LGIP).

SECTION 3 This Ordinance shall be in full force and effect 5 days after its passage and

publication of summary as required by law.

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

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED:

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: 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: December 3, 2013 _____

Originator: _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

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 second 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.

- 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

- 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.

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.

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.

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.

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.

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.

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.

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.

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.

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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

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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

SUBJECT TITLE:

Ordinance 2nd reading. Budget revision #1 for the 2014 fiscal year.

PRESENTED BY:

Brian Butterfield

Agenda Item: _____

Dept. of Origin: Finance

For Agenda of: 12/3/13

Cost of Item: _____

City Manager: Steve Taylor _____

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 \$94,485. 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.

In addition, the City postponed a \$40,000 computer upgrade from 2013 to 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 \$70,000 for a truck box and light system for the Water/Sewer department and a new vehicle for the Engineering department.

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	\$ (22,065.00)
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>
		\$ (156,913.00)

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)
001-09-594-19-64-2	Data Processing Equipment	40,000.00
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>
		\$ (156,913.00)

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

Expenditures

106-20-508-00-00-0 Ending Fund Balance \$ (1,750.00)

106-20-573-20-49-7 Regional Performing Arts (10,000.00)

106-20-573-90-49-2 Miscellaneous Events 8,350.00

106-20-594-20-62-0 Structure Improvements 25,000.00

106-20-597-00-01-0 Highlander Festival (5,000.00)

\$ 16,600.00

CRIMINAL JUSTICE FUND

Revenues

120-40-308-00-00 Beginning Fund Balance \$ (3,000.00)

120-40-338-21-00 Task Force Grant (131,337.00)

120-40-397-00-02 Transfer from General Fund 65,000.00

\$ (69,337.00)

Expenditures

120-40-508-00-00-0 Ending Fund Balance \$ 741.00

120-40-521-30-11-0 Salaries (1,289.00)

120-40-521-30-20-0 Benefits (14,789.00)

120-40-521-90-51-0 Task Force Match (54,000.00)

\$ (69,337.00)

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	\$	70,000.00
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Expenditures

502-33-594-48-64-0	Engineering Fleet	\$	20,000.00
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502-33-594-48-64-2	Police Fleet	\$	5,000.00
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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:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

**SUBJECT TITLE: RESOLUTION
AMENDING THE PERSONNEL POLICY
HANDBOOK, NON-REPRESENTED
EMPLOYEE SALARY MATRIX, AND
EMPLOYEE HEALTH BENEFIT POLICY**

Agenda Item: _____

Dept. of Origin: City Manager's Office

For Agenda of: December 3, 2013

Originator: Steve Taylor

PRESENTED BY:
Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Resolution

Non-Represented Employee Salary Matrix and Classifications (Exhibit A)

City of Kelso Employee Health Benefit Policy (Exhibit B)

Current Salary and Classification Matrix

SUMMARY STATEMENT:

Revisions to the City's salary matrix and position classifications for non-represented employees are proposed for Council's consideration. Major changes include:

- Removing unfilled or obsolete positions that no longer meet the needs of the City
- Authorizing vacant positions that provide the City increased flexibility in hiring
- Establishing consistent 5% intervals between base salary ranges (current matrix has no consistency)
- Replaces five 5%-step increase system with six 4%-step increases within each range
- Changes longevity incentives ranging from 2% - 8% of base salary depending upon hire date and years of service to 4% of base salary upon 10 years of service with the City
- New position classifications better reflect the municipal labor market among cities of similar size and functions (external comparability) as well as the skill level, education, and experience required for assigned tasks within the city organization (internal comparability)

- City Manager position moved to “Unclassified” status, reflecting contractual employment agreement

Several amendments to the Personnel Policy Handbook have also been submitted to update definitions that are consistent with the new classification matrix.

An amendment to the Kelso Employee Health Benefit Policy extending through 2014 the HRA medical insurance co-pay reimbursement incentive of \$1,000 (employee only) or \$2,000 (employee plus dependent(s)) to employees choosing one of the two high deductible plan offerings is included within the Resolution for consideration.

Upon Council's approval of these changes, the new classification system will provide better understanding and transparency for staff, Councilmembers, and the general public regarding the City's compensation practices for its non-represented employees. Salary ranges will be better aligned with the market, keeping the City competitive in attracting and retaining quality employees. Extending the medical co-pay reimbursement provision offers an additional layer of assurance for employees choosing to manage health care options with consumer-based benefit plans.

OPTIONS

- 1) Move to approve the Resolution amending the Personnel Policy Handbook, Salary Classification Matrix, and City of Kelso Health Benefit Policy;
- 2) Provide direction to amend the Resolution and the components within;
- 3) Do not approve the Resolution.

RECOMMENDED ACTION:

Staff recommends the City Council adopt the attached resolution amending the Personnel Policy, Salary Classification Matrix, and City of Kelso Employee Health Benefit Policy.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AMENDING RESOLUTION NO. 13-1091 AND ADOPTING CHANGES TO THE SALARY CLASSIFICATION SYSTEM FOR NON-REPRESENTED EMPLOYEES, AMENDING THE PERSONNEL POLICY HANDBOOK APPLYING TO THE EMPLOYEES OF THE CITY AS INDICATED THEREIN, AND AMENDING THE CITY OF KELSO EMPLOYEE HEALTH BENEFIT POLICY.

WHEREAS, the City Council has adopted a Personnel Policy Handbook and has found it necessary to make periodic amendments to reflect changes in law and best practices and to enhance the effectiveness of the provision of public services; and

WHEREAS, the City Council desires to revise the salary classification system for non-represented employees and other articles of the Personnel Policy Handbook to better reflect the changes within the system; and

WHEREAS, the City Council further desires to extend certain health benefit plan incentives offered within the City of Kelso Employee Health Benefit Policy for 2014;

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

SECTION 1. That Appendix "D" of the Personnel Policy Handbook is amended in its entirety by the Non-Represented Employee Salary Matrix and Classifications attached hereto as "Exhibit A".

SECTION 2. That Article 2.12, Paragraphs 1 and 2 of the Personnel Policy Handbook are amended as follows:

2.12 Exempt/Non-Exempt Definitions

(Paragraph 1) Exempt Employees: Some employees are classified as exempt from the Fair Labor Standards Act (FLSA), or applicable state laws, and are not eligible for paid overtime. These positions are typically managerial, supervisory, professional, or administrative.

(Paragraph 2) Non-Exempt Employees (Overtime Eligible): Non-exempt employees are entitled to overtime compensation or compensatory time off for hours worked over forty (40) in a work week. Positions which are entitled to overtime are not eligible for additional vacation as provided in Section 4 of this handbook.

SECTION 3. That Article 3.4 of the Personnel Policy Handbook be amended as follows:

3.4 Longevity Pay

In appreciation for years of service with the City, each full-time employee shall receive an annual longevity bonus in addition to his/her regular salary, of four percent (4%) after ten (10) years of employment. The amount of longevity pay is a percentage of the employee's monthly base salary and depends on the employee's length of service, beginning with the month of his/her anniversary date. Represented employees should refer to the longevity compensation provisions within their respective collective bargaining agreements.

SECTION 4. That Article 4.1 of the Personnel Policy Handbook be amended as follows:

4.1 Vacation

All regular, full-time employees not covered by a union contract receive vacation, based on years of service, according to the following schedule. (Employees covered by a union contract receive vacation based on the terms of that contract.) Vacation accrues each month beginning with the employee's accrual date. Vacation leave which is earned in one month will be credited to the employee on the first day of the following month. Employees are not eligible to take accrued vacation until six (6) consecutive months of employment.

Vacation Eligibility: Upon Completion of <u>Years of Service*</u>	Number of Vacation <u>Days Per Year</u>	Hours <u>Per Month</u>	Exempt Employees Hours <u>Additional 5 Days</u>
1 - 5	13	8.67	12.00
6 - 10	15	10.00	13.33
11 - 15	20	13.33	16.67
16 - 20	25	16.67	20.00
21 - 25	27	18.00	21.33
Over 25	30	20.00	23.33

*From accrual date of employment

Exempt employees are entitled to an additional five (5) working days (40 hours) of vacation each anniversary year. (See Section 2 of this handbook for definitions of exempt and non-exempt employees.)

Exempt employees who have accumulated in excess of 240 hours may choose, at the end of the fiscal year, to receive a cash payment in lieu of time off for the additional five (5) day vacation benefit described above. No more than forty (40) hours will be paid in cash.

Part-time, temporary, and seasonal employees are not eligible for paid vacation.

SECTION 5. That the City of Kelso Employee Health Benefit Policy attached hereto in Exhibit "B" and incorporated by reference herein is amended in its entirety.

SECTION 7. This Resolution shall be effective immediately upon its adoption.

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

Non-Represented Employee Salary Matrix

2014

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 yr - 4% longevity	Step 1 Annual Salary	Step 6 Annual Salary
M22	\$7,661	\$7,968	\$8,287	\$8,618	\$8,963	\$9,321	\$9,694	\$91,937	\$111,855
M21	\$7,297	\$7,588	\$7,892	\$8,208	\$8,536	\$8,877	\$9,232	\$87,559	\$106,529
M20	\$6,949	\$7,227	\$7,516	\$7,817	\$8,129	\$8,455	\$8,793	\$83,389	\$101,456
M19	\$6,618	\$6,883	\$7,158	\$7,445	\$7,742	\$8,052	\$8,374	\$79,418	\$96,625
M18	\$6,303	\$6,555	\$6,817	\$7,090	\$7,374	\$7,669	\$7,975	\$75,637	\$92,023
M17	\$6,003	\$6,243	\$6,493	\$6,752	\$7,023	\$7,303	\$7,596	\$72,035	\$87,641
M16	\$5,717	\$5,946	\$6,184	\$6,431	\$6,688	\$6,956	\$7,234	\$68,605	\$83,468
M15	\$5,445	\$5,663	\$5,889	\$6,125	\$6,370	\$6,624	\$6,889	\$65,338	\$79,493
M14	\$5,186	\$5,393	\$5,609	\$5,833	\$6,066	\$6,309	\$6,561	\$62,226	\$75,708
M13	\$4,939	\$5,136	\$5,342	\$5,555	\$5,777	\$6,009	\$6,249	\$59,263	\$72,103
M12	\$4,703	\$4,892	\$5,087	\$5,291	\$5,502	\$5,722	\$5,951	\$56,441	\$68,669
M11	\$4,479	\$4,659	\$4,845	\$5,039	\$5,240	\$5,450	\$5,668	\$53,754	\$65,399
M10	\$4,266	\$4,437	\$4,614	\$4,799	\$4,991	\$5,190	\$5,398	\$51,194	\$62,285
M9	\$4,063	\$4,226	\$4,395	\$4,570	\$4,753	\$4,943	\$5,141	\$48,756	\$59,319
M8	\$3,870	\$4,024	\$4,185	\$4,353	\$4,527	\$4,708	\$4,896	\$46,434	\$56,494
M7	\$3,685	\$3,833	\$3,986	\$4,145	\$4,311	\$4,484	\$4,663	\$44,223	\$53,804
M6	\$3,510	\$3,650	\$3,796	\$3,948	\$4,106	\$4,270	\$4,441	\$42,117	\$51,242
M5	\$3,343	\$3,476	\$3,615	\$3,760	\$3,910	\$4,067	\$4,230	\$40,112	\$48,802
M4	\$3,183	\$3,311	\$3,443	\$3,581	\$3,724	\$3,873	\$4,028	\$38,202	\$46,478
M3	\$3,032	\$3,153	\$3,279	\$3,410	\$3,547	\$3,689	\$3,836	\$36,383	\$44,265
M2	\$2,888	\$3,003	\$3,123	\$3,248	\$3,378	\$3,513	\$3,654	\$34,650	\$42,157
M1	\$2,750	\$2,860	\$2,974	\$3,093	\$3,217	\$3,346	\$3,480	\$33,000	\$40,150

22% classification range	5% Range
27% at 10 yr longevity	4% Step

Non-Represented Employee Classifications
2014

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Annual Lo	Annual Hi
Unclassified	City Manager	N/A							
M20	Police Chief	\$ 6,949	\$ 7,227	\$ 7,516	\$ 7,817	\$ 8,129	\$ 8,455	\$ 83,389	\$ 101,456
M19	Director of Public Works	\$ 6,618	\$ 6,883	\$ 7,158	\$ 7,445	\$ 7,742	\$ 8,052	\$ 79,418	\$ 96,625
M19	Finance Dir - City Clerk	\$ 6,618	\$ 6,883	\$ 7,158	\$ 7,445	\$ 7,742	\$ 8,052	\$ 79,418	\$ 96,625
M19	Comm Dev Dir - City Engineer	\$ 6,618	\$ 6,883	\$ 7,158	\$ 7,445	\$ 7,742	\$ 8,052	\$ 79,418	\$ 96,625
M18	Police Captain	\$ 6,303	\$ 6,555	\$ 6,817	\$ 7,090	\$ 7,374	\$ 7,669	\$ 75,637	\$ 92,023
M16	Senior Engineer	\$ 5,717	\$ 5,946	\$ 6,184	\$ 6,431	\$ 6,688	\$ 6,956	\$ 68,605	\$ 83,468
M14	Civil Engineer (Journey - midlevel)	\$ 5,186	\$ 5,393	\$ 5,609	\$ 5,833	\$ 6,066	\$ 6,309	\$ 62,226	\$ 75,708
M13	PWKS Superintendent	\$ 4,939	\$ 5,136	\$ 5,342	\$ 5,555	\$ 5,777	\$ 6,009	\$ 59,263	\$ 72,103
M13	Planning Manager	\$ 4,939	\$ 5,136	\$ 5,342	\$ 5,555	\$ 5,777	\$ 6,009	\$ 59,263	\$ 72,103
M10	Library Manager	\$ 4,266	\$ 4,437	\$ 4,614	\$ 4,799	\$ 4,991	\$ 5,190	\$ 51,194	\$ 62,285
M10	Assistant Finance Director	\$ 4,266	\$ 4,437	\$ 4,614	\$ 4,799	\$ 4,991	\$ 5,190	\$ 51,194	\$ 62,285
M10	Associate Planner	\$ 4,266	\$ 4,437	\$ 4,614	\$ 4,799	\$ 4,991	\$ 5,190	\$ 51,194	\$ 62,285
M9	Building Official*	\$ 4,063	\$ 4,226	\$ 4,395	\$ 4,570	\$ 4,753	\$ 4,943	\$ 48,756	\$ 59,319
M8	Assistant to the City Manager	\$ 3,870	\$ 4,024	\$ 4,185	\$ 4,353	\$ 4,527	\$ 4,708	\$ 46,434	\$ 56,494
M8	Airport Operations Manager	\$ 3,870	\$ 4,024	\$ 4,185	\$ 4,353	\$ 4,527	\$ 4,708	\$ 46,434	\$ 56,494
M8	Park Superintendent	\$ 3,870	\$ 4,024	\$ 4,185	\$ 4,353	\$ 4,527	\$ 4,708	\$ 46,434	\$ 56,494
M7	Senior Engineering Tech	\$ 3,685	\$ 3,833	\$ 3,986	\$ 4,145	\$ 4,311	\$ 4,484	\$ 44,223	\$ 53,804
M7	Senior Engineering Tech	\$ 3,685	\$ 3,833	\$ 3,986	\$ 4,145	\$ 4,311	\$ 4,484	\$ 44,223	\$ 53,804
M5	Abatement Officer*	\$ 3,343	\$ 3,476	\$ 3,615	\$ 3,760	\$ 3,910	\$ 4,067	\$ 40,112	\$ 48,802
M5	Executive Assistant/Records Supervisor	\$ 3,343	\$ 3,476	\$ 3,615	\$ 3,760	\$ 3,910	\$ 4,067	\$ 40,112	\$ 48,802
M4	Planning Assistant	\$ 3,183	\$ 3,311	\$ 3,443	\$ 3,581	\$ 3,724	\$ 3,873	\$ 38,202	\$ 46,478
M3	Project Coordinator (Engineering)	\$ 3,032	\$ 3,153	\$ 3,279	\$ 3,410	\$ 3,547	\$ 3,689	\$ 36,383	\$ 44,265
M2	Engineering Tech	\$ 2,888	\$ 3,003	\$ 3,123	\$ 3,248	\$ 3,378	\$ 3,513	\$ 34,650	\$ 42,157

*Part-time Position	Hourly
Abatement Officer (PT)	\$ 25.07
Building Official (PT)	\$ 30.90

Stipends Authorized	Monthly
Civil Service Secretary	\$ 200.00
Safety Committee Secretary	\$ 150.00

Transition Floor
For 2014, employees currently at the top of their classification range transitioning into a new range that contains a top step with a lower level of compensation shall continue to be compensated at their higher monthly base salary from 2013.

EXHIBIT B

City of Kelso Employee Health Benefit Policy

(Adopted by Resolution No. _____)

1. Effective January 1, 2013, the City shall offer the following medical insurance plans for each eligible employee and their dependents:
 - a) AWC Health First High Deductible (HRA/VEBA)
 - b) AWC Health First 500
 - c) Kaiser Foundation HSA-Qualified High Deductible \$1,500/\$3,000 with \$15/\$30 prescription coverage (HRA/VEBA)
 - d) Kaiser Foundation Traditional \$500 Deductible with \$10/\$20 prescription coverage (HRA/VEBA as applicable)

2. The City shall pay the full monthly premium for AWC Health First High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents. The City shall contribute \$125.00 each month of employment into a Health Reimbursement Arrangement (HRA)/VEBA account for Employee Only coverage and \$250.00 each month of employment into a HRA/VEBA account for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings. Employees must adhere to the rules and provisions pertaining to the use of funds deposited into a HRA/VEBA account.

3. The City shall pay the monthly premium for AWC Health First 500 and Kaiser Traditional \$500 Deductible plans up to the respective equivalent coverage category cost of the AWC and Kaiser High Deductible Plan offerings plus \$125.00 for Employee Only coverage or \$250.00 each month for Employee plus Spouse and/or Dependent coverage. Employees are responsible to pay any remaining monthly premium cost, if applicable. The employee's portion of the premium shall be deducted monthly. Where the City's equivalent cost contribution is greater than the premium for either benefit plan described in this subsection, the difference shall be deposited into the employee's HRA/VEBA account established for this purpose.

4. Eligible employees and/or their spouses/dependents may choose to opt out of City-provided health coverage and receive a monthly City contribution to a HRA/VEBA account equal to half of the Employer's premium cost equivalent (which includes the high deductible plan premium plus HRA monthly contribution). The incentive shall be provided for any eligible spouse or dependent(s) opting out of City coverage that result in a premium cost savings to the City. An employee may only opt out if eligible for alternative insurance coverage as defined by the City's provider's plan requirements. No more than twenty-five percent (25%) of employees throughout the organization may choose to opt out of City-provided coverage. Eligible employees choosing to opt out

shall make their requests in writing and will be approved by the City's human resources manager on a first-come/first-served basis until the limit is reached.

5. Employees choosing either of the High Deductible plans offered through AWC or Kaiser for the 2014 plan year shall receive an additional HRA allowance of up to \$1,000 for Employee Only coverage or \$2,000 for Employee plus Spouse/Dependent coverage to reimburse eligible out-of-pocket medical co-insurance expenses incurred in 2014 above the applicable deductible (\$1,500 or \$3,000 respectively). Any unused portion of the additional HRA allowance will not be contributed to the employee's HRA/VEBA account.
6. The City shall pay the full premium cost of dental and vision insurance to cover the employee and eligible dependents.
7. This policy, and the provisions herein, may be amended at any time by the City Council, with or without notice to the employees.

CITY OF KELSO
2013 Salary Classification Matrix - Non Represented
Resolution 13-1083

07/02/13

CLASS	POSITION TITLE	ENTRY	6 MONTH	1 YEAR	2 YEAR	3 YEAR	MERIT
		80.0%	85.0%	90.0%	95.0%	CONTROL	
M 40	City Manager	7,334	7,792	8,250	8,709	9,167	9,625
M 38	City Attorney	6,999	7,437	7,874	8,312	8,749	9,186
M 36	Director of Public Works***	6,231	6,621	7,010	7,400	7,789	8,178
M 34	Police Chief	6,175	6,561	6,947	7,333	7,719	8,105
M 32	Finance Dir - City Clerk**	5,839	6,204	6,569	6,934	7,299	7,664
M 32	Comm Dev Dir - City Engineer	5,839	6,204	6,569	6,934	7,299	7,664
M 30	City Engineer	5,673	6,027	6,382	6,736	7,091	7,446
M 28	Police Captain	5,560	5,908	6,255	6,603	6,950	7,299
M 28A	Senior Engineer	5,497	5,840	6,184	6,527	6,871	7,214
M 28A	Police CAP Plan A	5,497	5,840	6,184	6,527	6,871	7,214
M 27	PWKS Super int.	5,462	5,804	6,145	6,487	6,828	7,169
M 28	City Engineer old	5,118	5,437	5,757	6,077	6,397	6,716
M 24	Planning M gr. / Assistant City Engineer	4,772	5,070	5,369	5,667	5,965	6,262
M 22	Library Director	4,677	4,969	5,261	5,554	5,846	6,138
M 20	Building Official	4,491	4,772	5,053	5,333	5,614	5,894
M 19	Accounting Supervisor	4,195	4,457	4,720	4,982	5,244	5,506
M 18	Associate Planner	4,098	4,354	4,610	4,866	5,122	5,377
M 17	Data M gr/Civil Eng/Pay Specialist/Lib M gr	3,826	4,065	4,304	4,543	4,782	5,021
M 17	Airport Operations M gr / Assist to C-M gr.	3,826	4,065	4,304	4,543	4,782	5,021
M 16	Park Superintendent	3,600	3,825	4,050	4,275	4,500	4,725
M 16	Assistant Finance Director	3,600	3,825	4,050	4,275	4,500	4,725
M 15	Const. Manager/Senior Planner	3,477	3,694	3,911	4,129	4,346	4,563
M 14	Senior Engineering Tech	3,352	3,562	3,771	3,981	4,190	4,400
M 13	Abatement Officer	3,267	3,471	3,676	3,880	4,084	4,288
M 12	Executive Assistant / Records Spvsr	3,215	3,416	3,617	3,818	4,019	4,220
M 11	Engineering Tech	3,127	3,323	3,518	3,714	3,909	4,104
M 10	Drafting Technician	3,047	3,238	3,428	3,619	3,809	3,998
M 8	City Attorney Secretary/Planning Assistant	2,886	3,066	3,246	3,427	3,607	3,787
M 7	Department Assistant (Police/Engineering)	2,663	2,830	2,996	3,163	3,329	3,495