

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
April 1, 2014  
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 Chris Davis, Abundant Life of the Nazarene

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

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

1.1. March 18, 2014 – Regular Meeting

### **2. Proclamations:**

2.1. National Crime Victims' Week , April 6<sup>th</sup> – 12<sup>th</sup>  
2.2. Sexual Assault Awareness Month

### **3. Presentations:**

3.1. Library Annual Report  
3.2. End of Year Finance Report

### **4. Consent Items:**

### **5. Citizen Business:**

### **6. Council Business:**

6.1. Cowlitz County Mental Health Court Services Interlocal Agreement

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

7.1. Ordinance, 1st Reading  
7.1.1. Liability Insurance Coverage Code Amendment

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
April 1, 2014  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



## 7.2. Resolution

7.2.1. Capital Improvement Program 2014 – 2019 Amendment

### **Other Items:**

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

Pastor Anne Hight, East Hills Alliance Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Schimmel, McDaniel, Archer, Franklin, Roberson and Myers.

**Minutes:** Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Approve the Minutes of the 3/04/14 Regular Meeting,' motion carried, all voting yes.

**PRESENTATION:**

**Community Development Block Grant (CDBG) and HOME Consolidated 5 Year Plan:** Cowlitz County Planning Manager Melissa Taylor provided an informative presentation regarding the plan's process, goals and priorities. She discussed housing needs and how it impacts the community. She asked the Council for feedback by completing a questionnaire that targets the priorities that they believe applies to the City of Kelso.

**CONSENT AGENDA:**

- 1. Fireworks Stand Permits:**
  - a) Kelso Kiwanis (1 Stand)
    - 1) Kelso 1<sup>st</sup> Baptist Church, 214 South 4th Avenue
  - b) Kelso Recreational Council (2 Stands)
    - 1) Riverway Plaza, 200 South Kelso Drive
    - 2) Safeway #2637, 411 three Rivers Drive
- 2. Contract Award:** Chestnut Street Stormwater System Upgrade Project – Murray, Smith & Associates, Inc.
- 3. Contract Closeout:** Harris and Ayers Streets Sewer Replacement Projects – Advanced Excavating
- 4. Auditing of Accounts:** \$ 1,855,915.09

Upon motion by Councilmember Roberson, seconded by Councilmember Schimmel, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$1,855,915.09,' motion carried, all voting yes.

**CITIZEN BUSINESS:**

**Dwight Alan Slater**, 206 Crawford, expressed concern about the condition of the railroad grade crossings in the city. He spoke about putting a railroad crossing underpass at Hazel Street and not an overpass as suggested by the consultants.

**Johann Peters**, 512 West Main Street, representative of the West Main Business Association, spoke about either expanding the boundaries of the existing Façade Improvement Program or starting a new program that would benefit the businesses on West Main.

**COUNCIL BUSINESS:**

**Facade Improvement Program Discussion:** City Manager Steve Taylor provided a presentation of the City of Kelso's current downtown Façade Improvement Program. The presentation showed that due to specific policy provisions, the businesses located on West Main Street are not eligible for the program. Mr. Taylor commented that the staff will continue researching possible funding to help with the business' signage issues due to the realignment project.

**Emergency Support Shelter Deed of Trust:** Finance Director Brian Butterfield briefed the Council regarding the Emergency Support Shelter's HUD #1 Loan. The Emergency Support Shelter is relocating from Kelso to Longview. They are requesting that the City authorize the transfer of the lien to the Longview building and asked that the City subordinate the City's position on the lien to the new debt issuer. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Authorize the transfer of the lien to the new building and the subordination of the City's lien position to the new debt issuer.' Councilmembers Futch, Archer, Franklin, McDaniel, Roberson and Schimmel voted yes. Councilmember Myers voted no. Motion passed, 6 to 1.

**MOTION ITEMS:**

**Ordinance No. 14-3820 – Encode Fees to Master Fee Schedule:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, 'Adopt Ordinance No. 14-3820, 'AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE 3765 AND AMENDING THE KELSO MUNICIPAL CODE TO REMOVE REFERENCE TO CERTAIN CODIFIED FEES AND REPLACE WITH REFERENCE TO CITY COUNCIL FEE RESOLUTION,' motion passed, all voting yes.

**Ordinance No. 14-3821 – Marijuana Land Use:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Adopt Ordinance No. 14-3821, 'AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING VARIOUS SECTIONS OF THE KELSO MUNICIPAL CODE RELATING TO LAND USE AND ZONING TO REGULATE MARIJUANA LAND USES, ESTABLISHING A NEW CHAPTER 17.45 OF THE KELSO MUNICIPAL CODE TO ADOPT ZONING RESTRICTIONS ON THE PRODUCTION, PROCESSING, AND RETAILING OF RECREATIONAL MARIJUANA, DESCRIBING THE LAND USE IMPACTS TRIGGERING SUCH

RESTRICTIONS, IDENTIFYING THE PERMITTED ZONES FOR SUCH USES, ESTABLISHING SEPARATION AND DISTANCE REQUIREMENTS FOR SUCH USES AND ENFORCEMENT PROCEDURES FOR VIOLATIONS, AND FURTHER REPEALING THE MORATORIUM IN EFFECT ON SUCH USES.’

**James Roberts**, 6230 Willow Grove Road, Longview, spoke from the audience regarding medical marijuana and collective gardens.

Mayor Futch advised Mr. Roberts to attend the Planning Commission meeting where they will be forming a recommendation regarding collective gardens to bring to Council in the near future. Motion carried, all voting yes.

**Ordinance No. 14-3822 – Marijuana Code Amendment/Repealed:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘Adopt Ordinance No. 14-3822, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING THE KELSO MUNICIPAL CODE TO REPEAL CHAPTER 9.20 DRUG PARAPHERNALIA AND CHAPTER 9.24 MARIJUANA AND AMEND CHAPTER 9.04 STATE CRIMINAL STATUTES ADOPTED, TO BRING THE MUNICIPAL CODE INTO CONFORMANCE WITH CURRENT STATE MARIJUANA AND DRUG PARAPHERNALIA STATUTES,’ motion passed, all voting yes.

**Resolution No. 14-1112 – Master Fee Schedule Amendment:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Archer, seconded by Councilmember Schimmel, ‘Pass Resolution No. 14-1112,’ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO, WASHINGTON, AMENDING THE CITY’S MASTER FEE SCHEDULE.’ Mr. Taylor pointed out that an engineering review and inspection fee was added to the Engineering Fee Schedule since the distribution of the agenda packet last Friday. Councilmember Franklin made a motion to have all business license registration fees removed from the fee schedule. Motion died for lack of a second. Councilmembers Futch, Schimmel, Myers, Roberson, Archer and McDaniel voted yes. Councilmember Franklin voted no. Motion passed, 6 to 1.

The Council gave direction to staff to research and bring back an appropriate policy so the City can contribute special events fees to certain organizations for certain events.

**MANAGER’S REPORT:**

**Steve Taylor:** No report.

**COUNCIL REPORTS:**

**Rick Roberson:** Provided an update on the South Kelso Neighborhood Associations.

**Gary Schimmel:** No report.

**Dan Myers:** No report.

**Jared Franklin:** No report.

**Todd McDaniel:** Provided an update on the River Cities Transit Authority Board.

**Gary Archer:** No report.

**David Futcher:** 1) Commented about the City team taking 3<sup>rd</sup> place in the Spell-ebration fundraiser event. He pointed out that the City team won the best costume category. 2) Introduced the new Daily News Reporter Shira Moskowitz. She will be covering the council meetings.

There being no further business, Mayor Futcher adjourned the meeting at 8:50 p.m.

---

**MAYOR**

---

**CITY CLERK**

# PROCLAMATION

---

*Crime Victims' Rights Week*

*April 6 - 12, 2014*

*WHEREAS*, 25,000,000 individuals in the United States are victims of crime each year, including over 6,000,000 victims of violent crime;

*WHEREAS*, a just society acknowledges the impact of crime on individuals, families, and communities by ensuring that rights, resources, and services are available to help rebuild lives;

*WHEREAS*, although our Nation has steadily expanded rights, protections, and services for victims of crime, too many victims are still not able to realize the hope and promise of these gains;

*WHEREAS*, we must do more to ensure that services are available for underserved segments of the population, including crime victims with disabilities, victims with mental illness, and victims who are children, teenagers, elderly, or from urban and rural areas or communities of color;

*WHEREAS*, observing victims' rights and treating victims with dignity and respect serves the public interest;

*WHEREAS*, 2014 marks the 30th anniversary of the enactment of the Victims of Crime Act of 1984, the hallmark of the Federal Governments' recognition of its commitment to supporting rights and services for victims of all types of crime through the establishment of the Crime Victims Fund, that is paid for by criminal fines and penalties, rather than by taxpayers' dollars.

*NOW, THEREFORE*, I, David Fatcher, Mayor of the City of Kelso, do hereby proclaim April 6, 2014 through April 12, 2014, as **CRIME VICTIMS' RIGHTS WEEK** and the City of Kelso supports the constitutional and statutory rights and needs of victims, and supports the goal of increasing public awareness of the impact of crime on victims and survivors.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 1<sup>st</sup> day of April, 2014*

---

*David Fatcher, Mayor*

# PROCLAMATION

## *Sexual Assault Awareness in Action Month April 2014*

*WHEREAS*, the Washington Coalition of Sexual Assault Programs (WCSAP) is committed to uniting agencies engaged in eliminating all forms of sexual violence through education, advocacy, victim services and community action across the state; and

*WHEREAS*, WCSAP promotes healing services for survivors of sexual assault through Community Sexual Assault Programs and other providers; and

*WHEREAS*, WCSAP encourages every community to help put an end to sexual violence by working together to promote social change:

*NOW, THEREFORE*, I, David Futcher, Mayor of the City of Kelso, Washington, do hereby proclaim April 2014, as

### *Sexual Assault Awareness in Action Month*

in the City of Kelso, and I urge all individuals and communities to join me in the special observance.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 1<sup>st</sup> day of April, 2014*

---

*David Futcher, Mayor*

# **AGENDA SUMMARY SHEET**

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

---

---

### **SUBJECT TITLE:**

Approval of an Interlocal Agreement for the City's participation in the County Mental Health Court and authorization of the City Manager to enter into the Agreement

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

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

**For Agenda of:** April 1, 2014 \_\_\_\_\_

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

### **PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

---

---

### **Agenda Item Attachments:**

Proposed Interlocal Agreement

### **SUMMARY STATEMENT:**

The proposed interlocal agreement is between the County, the City, the Cowlitz County Prosecuting Attorney, and the Cowlitz Public Defense Office. The agreement sets out the roles and responsibilities for the City's participation in the Mental Health Court and delegates certain City responsibilities for prosecution to the County Prosecutor. The services will be paid for by the County utilizing revenues from the mental health one-tenth of one percent sales and use tax. The City and County prosecutors will evaluate cases for entry into the Mental Health Court. The City will make recommendations, however the County Prosecutor will make final decisions for entry. The Agreement will renew automatically unless terminated by any party upon 90 days notice.

### **RECOMMENDED ACTION:**

Move to approve the interlocal agreement for mental health court substantially in the form attached and authorize the city manager to enter into the agreement and take all actions necessary to implement the agreement.

## **MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

THIS AGREEMENT entered into among COWLITZ COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at Washington, hereinafter referred to as "COUNTY," the CITY OF KELSO, a municipal corporation of the state of Washington, having offices for the transaction of business in Kelso, Washington, herein after referred to as "CITY," the COWLITZ COUNTY PROSECUTING ATTORNEY, an elective office of the County of Cowlitz, having offices for the transaction of business in Kelso, Washington, hereinafter referred to as "PROSECUTOR," and the Cowlitz County OFFICE of PUBLIC DEFENSE, a county subdivision established pursuant to County ordinance and Cowlitz County Code (CCC) 2.44, having offices for the transaction of business in Longview, Washington, hereinafter referred to as "PUBLIC DEFENSE," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENSE must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution of misdemeanor and gross misdemeanor offenses under its jurisdiction and prosecuted in its municipal court, and for representation of indigent defendants as required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, the COUNTY is desirous of utilizing revenues generated from the mental health one-tenth of one percent sales and use tax enacted under CCC 3.19 for an expanded Mental Health Court and perhaps other resources; and

**WHEREAS**, the CITY is desirous of utilizing the services of the PROSECUTOR and PUBLIC DEFENSE for City prosecutions which can be referred to and processed under an expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more federal, state, municipal or quasi-municipal entities may jointly cooperate with one another to perform functions which each entity may individually perform, **NOW THEREFORE**,

For and in consideration of the mutual promises set forth herein after the PARTIES agree as follows:

**SECTION NO. 1: PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court, utilizing public moneys procured by the County sufficient to implement its terms and conditions. This agreement is separate from and does not affect the terms of any existing agreement between the CITY and Cowlitz County regarding use of County jail facilities and payment for the incarceration of persons arrested, detained or sentenced on misdemeanor or gross misdemeanor CITY charges.

**SECTION NO. 2: TERM.**

This Agreement shall begin on \_\_\_\_\_, 2014, and continue until December 31, 2014, and shall automatically renew for additional one-year terms unless terminated as provided in this section.

The CITY, COUNTY, PROSECUTOR or PUBLIC DEFENSE may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. After the date of Notice of Termination, PROSECUTOR and PUBLIC DEFENSE are not obligated to provide services for any individual who has not already been accepted into the Mental Health Court as of the date of such Notice of Termination. . The PARTIES will meet to determine transitioning responsibilities on individuals who have been accepted into the Mental Health Court.

The PARTIES recognize that some funding for the Agreement will come from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under CCC 3.19. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under CCC 3.19 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any local lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or CCC 3.19.

### **SECTION NO. 3: RESPONSIBILITIES OF PARTIES**

#### **A. SUMMARY OF DUTIES AND FUNCTIONS OF PARTIES:**

For the purpose of this Section, the functions to be performed by the CITY, COUNTY, PROSECUTOR and PUBLIC DEFENSE, and referenced other parties with respect to an expanded Mental Health Court shall include the following:

- 1) City responsibilities:
  - Transfer of an existing Municipal Court case to the Prosecutor for consideration of entry into Mental Health Court;
  - Provide assistance and services to County and Public Defense sufficient to implement the terms and conditions of this Agreement for transfers and proceedings between the Municipal Court and the Mental Health Court.
- 2) Prosecutor responsibilities:
  - Participate in the Mental Health Court process and the determination as to who can be accepted to participate and who should remain or be terminated in or from Mental Health Court; prosecuting those individuals who are accepted into and remain in the Mental Health Court; and make recommendations for those who are terminated from Mental Health Court
  - Represent the prosecutorial interests of the City in conjunction with the Mental Health Court when acting within the representative capacity of an Assistant City Attorney, and possessing the authority to recommend appropriate incarceration and penalties when acting in that capacity.
- 3) Public Defense responsibilities:
  - Facilitating the Mental Health Court process by referring those individuals who should be reviewed for consideration for participation in Mental Health Court; and
  - Representing the criminal defense interests of indigents for whom the City is required to provide representation in conjunction with the Mental Health Court.

#### **B. SPECIFIC DUTIES AND FUNCTIONS OF CITY:**

1) Authorize the PROSECUTOR and staff to represent the prosecutorial interests of the CITY in conjunction with the Mental Health Court, when appearing as an Assistant City Attorney. The CITY and City Attorney will work with the PROSECUTOR to cross-deputize assisting city attorneys and deputy prosecutors to facilitate Mental Health Court proceedings, and to assist the PROSECUTOR and the COUNTY in facilitating the determinations on referrals of individuals to and terminations of individual from Mental Health Court.

2) Authorize the PUBLIC DEFENSE and staff to represent the criminal defense interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court. The CITY and its city attorney and its public defender, will work with the PUBLIC DEFENSE to facilitate PUBLIC DEFENSE in representing said interests of indigents for whom

the CITY is required to provide representation, as well as indigents to whom the PUBLIC DEFENSE is required to represent for COUNTY in conjunction with the Mental Health Court.

**C. SPECIFIC DUTIES AND FUNCTIONS OF PROSECUTOR:**

1) Provide a Deputy Prosecutor and support staff services to handle the Mental Health Court cases. As provided by law, authorize a Deputy Prosecuting Attorney to act as an Assistant City Attorney, to represent the CITY in proceedings of indigents which the CITY is required to prosecute, and that if needed that the attorney also represent the interests of the County or State as a Deputy Prosecuting Attorney, whose prosecutorial interests the PROSECUTOR is required to represent in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Attorney to cross-deputize assisting city attorneys and deputy prosecuting attorneys to facilitate Mental Health Court proceedings. In matters where the PROSECUTOR represents the CITY on CITY proceedings, the PROSECUTOR shall possess the authority to recommend appropriate incarceration and penalties.

2) The PROSECUTOR shall be responsible for decisions on whether an individual referred by CITY or PUBLIC DEFENSE should be accepted to participate and remain in Mental Health Court, and will prosecute those individuals who are accepted into and are allowed to remain in the Mental Health Court through to successful completion of proceedings. No defendant may be admitted to Mental Health Court unless approved by the PROSECUTOR. The PROSECUTOR shall be responsible for adjudications and sentencing recommendations for individuals terminated from Mental Health Court.

3) If there are both City and County pending cases, the PROSECUTOR may handle all files (both City and County) by and through a single attorney acting as Assistant City Attorney and as Deputy Prosecuting Attorney, respectively, as CITY and COUNTY shall agree is in their mutual and individual interests.

**D. SPECIFIC DUTIES AND FUNCTIONS OF PUBLIC DEFENSE:**

1) Provide a PUBLIC DEFENSE attorney and staffing services to handle Mental Health Court cases. The assigned PUBLIC DEFENSE attorney shall represent the interests of indigents which the PUBLIC DEFENSE is required to represent in conjunction with the Mental Health Court, acting as a CITY public defender and as County PUBLIC DEFENSE, respectively.

2) PUBLIC DEFENSE shall on behalf of COUNTY and CITY, respectively, refer those individuals who should be reviewed for consideration for participation in Mental Health Court. PUBLIC DEFENSE shall authorize a PUBLIC DEFENSE attorney to act as a CITY public defender attorney to represent the criminal defense interests of indigents to whom the CITY is required to represent, in Mental Health Court cases, and for that attorney to also represent the criminal defense interests of County indigents to which the PUBLIC DEFENSE is required to represent in conjunction with the Mental Health Court.

**E. SPECIFIC DUTIES AND FUNCTIONS OF COUNTY:**

1) Provide funding, as made available under a separate agreement with Southwest Washington Behavioral Health (“SWWBH”), a regional mental health entity, and also from revenues generated from the mental health one-tenth of one percent sales and use tax enacted

under CCC 3.19 or by other means, for the duties and responsibilities of the PROSECUTOR or the PUBLIC DEFENSE under the terms of this Agreement.

**F. MEMORIALIZATION OF LIMITED RESOURCES / COOPERATION:**

1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the judicial officers of the Cowlitz County District Court nor the City of Kelso Municipal Court are parties to this Agreement.

2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and County ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing County ordinance (CCC 3.19) set forth how the revenues generated from the sales and use tax can be expended.

**SECTION NO. 4: COMPENSATION**

The PROSECUTOR and PUBLIC DEFENSE shall send all requests for reimbursement by the COUNTY to its Office of Financial Management at the Administration Building, 207 4th Ave. N, Kelso, Washington 98632. All requests for reimbursements shall include a certification that the reimbursement requested was solely for expenditures by the requesting party to meet its responsibilities in Section No. 3, above.

**SECTION NO. 5: AGREEMENT TO BE FILED**

Prior to its entry in force, the CITY and COUNTY shall file or list an executed copy of this Agreement as provided for under RCW 39.34.040.

**SECTION NO. 6: MAINTENANCE OF RECORDS**

The CITY and COUNTY, and their respective officials, employees, contractors, agents and assigns, shall make available to the other party or to the Washington State Auditor at any time during normal operating hours, and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY or COUNTY shall have kept in conjunction with this Agreement and which the CITY or COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement

**SECTION NO. 7: ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**SECTION NO. 8: PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement

**SECTION NO. 9: LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City of Kelso, City Attorney, Municipal Court, city public defender, and their respective officials, employees, contractors, agents and assigns. The terminology "COUNTY" shall include Cowlitz County, the PROSECUTOR and the PUBLIC DEFENDER, and their respective officials, employees, contractors, agents and assigns..

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY's officer or employee's negligence. Each PARTY's duty to indemnify shall survive the termination or expiration of the Agreement. Each PARTY waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

**SECTION NO. 10: NOTICES**

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the Prosecuting Attorney for the COUNTY and to the City Attorney for the CITY. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

**SECTION NO. 11: INSURANCE**

During the term of the Agreement, the CITY and COUNTY, as to their respective officials, employees, agents and assigns, constructors and subcontractors, shall each maintain in force at its sole expense, by self-insurance or commercial policy, each of the insurances noted below.

(1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

(2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage It shall include contractual liability coverage for the indemnity provided under this Agreement;

(3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

(4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

**SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

**SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

**SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

**SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION NO. 19: NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of~ subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

**SECTION NO. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within COWLITZ COUNTY, Washington.

**SECTION NO. 21: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1, above.
- B. Duration. See Section No.2, above.
- C. Organization of Separate Entity and Its Powers. See Section No.7, above.
- D. Responsibilities of the Parties. See Section No. 3, above.
- E. Agreement to be filed. See Section No.5, above.
- F. Termination. See Section No.2, above.
- G. Property upon Termination. See Section No, 8 above.

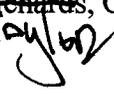
IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year below their respective signatures.

**BOARD OF COMMISSIONERS  
COWLITZ COUNTY, WA**

**CITY OF KELSO, WA**

\_\_\_\_\_  
Mike A. Karnofski, Chairman

\_\_\_\_\_  
~~Denny Richards~~, City Manager

Steve Taylor  
Attest: 

\_\_\_\_\_  
James R. Misner, Commissioner

\_\_\_\_\_  
Brian Butterfield, Clerk/Treasurer

\_\_\_\_\_  
Dennis P. Weber, Commissioner

Approved as to Form:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janean Parker, City Attorney

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tiffany Ostreim, Clerk of the Board

Approved as to Form, Only:

\_\_\_\_\_  
Chief Civil Deputy Prosecuting Attorney

**OFFICE OF PROSECUTING ATTORNEY  
Cowlitz County, Washington**

\_\_\_\_\_  
Susan I. Baur, Prosecuting Attorney

**OFFICE OF PUBLIC DEFENSE  
Cowlitz County, Washington**

\_\_\_\_\_  
Terry L. Mulligan, Director

# **AGENDA SUMMARY SHEET**

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

---

---

**SUBJECT TITLE:** AN ORDINANCE OF THE  
CITY OF KELSO AMENDING THE KELSO  
MUNICIPAL CODE TO UPDATE  
REQUIREMENTS FOR INSURANCE  
ASSOCIATED WITH CITY PROGRAMS

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

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

**For Agenda of:** April 1, 2014 \_\_\_\_\_

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

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

**PRESENTED BY:**

Steve Taylor

---

---

**Agenda Item Attachments:**

Ordinance

**SUMMARY STATEMENT:**

The proposed ordinance is a housekeeping item identified by staff through a continued effort to update the City's code. Currently the City has insurance requirements listed as conditions for obtaining a license to operate a dance hall, merchant patrol, private detective, private security operator, and taxicab business. The City's insurance provider has advised removing these conditions in addition to increasing the amounts of insurance required for obtaining a fireworks permit and adding language that requires the City to be named as an additional insured party when procuring insurance for registering a dangerous dog.

**RECOMMENDED ACTION:**

Make a motion to approve the Ordinance on first reading removing insurance requirements in sections 5.20.120, 5.40.020, and 5.60.030 and amending insurance requirements in sections 6.04.252 and 8.20.050 of the Kelso Municipal Code.

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

**AN ORDINANCE OF THE CITY OF KELSO AMENDING THE  
KELSO MUNICIPAL CODE TO UPDATE REQUIREMENTS FOR  
INSURANCE ASSOCIATED WITH CITY PROGRAMS**

WHEREAS, the Kelso Municipal Code currently requires, as a condition precedent to certain licenses and permits, the applicant to obtain liability insurance for damages; and

WHEREAS, for business licensing regulations, the insurance provisions are out of date and are not recommended at this time by the City's insurance provider; and

WHEREAS, the City Council wishes to remove insurance requirements for business licensing applications and to amend certain insurance provisions of the Municipal Code to update the insurance requirements;

NOW, THEREFORE,

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

**SECTION 1. AMEND KMC 5.20.** That Chapter 5.20, Dance Halls, created by Ordinance 3023 and more particularly, KMC 5.20.120 is hereby amended to provide as follows:

**5.20.120 Indemnification.**

A. The licensee shall indemnify and hold the city harmless from any losses, claims, actions or damages suffered by any person or persons by reason of or resulting from any negligence of the licensee or its agents, employees or patrons or on account of any act or omission of the licensee in its exercise of its license or use or occupancy of the premises. In the event any suit or action is brought against the city, the licensee shall, upon notice of the commencement thereof, defend the same, at no cost and expense to the city, and promptly satisfy any final judgment adverse to the city or to the city and the licensee jointly; provided, that in the event the city determines that one or more principles of governmental or public law are involved, the city retains the right to participate in such action. The above liability shall not be diminished by the fact, if it be fact, that any such death, injury, damage, loss, cost or expense may have been, or may be alleged to have been, contributed to by the negligence of the city or its officers, employees or agents; provided, however, that nothing contained in this section shall be construed as requiring the licensee to indemnify the city against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the city or its officers, employees or agents.

~~B. 1. As a condition precedent to obtaining a license, the licensee shall, at no expense to the city, secure and maintain during the full term agreement, general comprehensive liability insurance issued by one or more companies authorized to do business in the state, which insurance shall be subject to the approval of the city attorney as to company, form, coverage, and which insurance must fully protect the city from any and all claims and risks in connection with any activity performed by the licensee by virtue of this agreement and provide the following minimum coverage:~~

~~a. One hundred thousand dollars per person, per occurrence;~~

~~b. One million dollars annual aggregate;~~

~~2. The policy must specifically name the city as an additional insured thereunder in the following manner:~~

~~“The City of Kelso is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy and for any claim, suit, injury, death, damage or loss of any sort sustained by a person, organization or corporation in connection with any activity upon or use or occupancy of establishments regulated by this section.”~~

~~“The coverage provided by this policy to the City or any other named insured shall not be terminated, reduced, or otherwise changed in any respect without providing at least thirty days prior written notice to the City Attorney.”~~

~~C. The licensee shall deliver to the clerk treasurer a copy of all policies required under this provision and all endorsements thereto or other evidence to the reasonable satisfaction of the city attorney that the licensee has secured or renewed and is maintaining insurance as required by this section.~~

~~D. The procuring of the insurance required by this section shall not be construed to limit licensee's liability under this chapter.~~

~~E. Licensee shall provide for the prompt and efficient handling of all claims for injury, death, damages or loss arising out of the acts or omissions of licensee during the term of this section.~~

**SECTION 2. AMEND KMC 5.40.** That Chapter 5.40, Merchant Patrols, Private Detectives and Private Security Operators, created by Ordinances 3008, 3036, 3563, and 3579 and more particularly, KMC 5.40.020 is hereby amended to provide as follows:

**5.40.020 Business license—Required.**

A. It is unlawful for any person, partnership or corporation to engage in the private detective business or in the business of being a private security operator without being the holder of a valid and subsisting license, issued under the provisions of this chapter, to be designated as a security-related business license. Every such license shall expire at the end of the calendar year in which the same is issued and shall be nontransferable; provided, however, only the business owner or operator shall be required to obtain such a license.

~~B. In addition to the requirements of this section, a condition to the issuance of such license shall be that the applicant be licensed by the county and demonstrate that the insurance requirements required by the county are in full force and effect and that such coverage includes work performed within the city. In the event the applicant is not licensed by the county, such applicant shall obtain similar coverage applicable to the city and provide evidence of such at the time of application.~~

**SECTION 3. AMEND KMC 5.60.** That Chapter 5.60, Taxicabs, created by Ordinance 3016 and more particularly, KMC 5.60.030 is hereby amended to provide as follows:

**5.60.030 Vehicle—Licensing—Inspection and insurance.**

Every holder of a master taxicab license shall license each vehicle he operates pursuant to the following:

A. Each such vehicle shall be subject to an annual licensing fee of ten dollars.

B. Every holder of a master license shall before putting any vehicle into operation file with the clerk-treasurer a certificate of inspection showing that any such vehicle licensed pursuant to this chapter has been inspected by a reliable automotive concern approved by the chief of police and to be certified as safe for taxicab operation by the automotive concern. Each twelve months thereafter the vehicle must be reexamined by a reliable automotive concern and recertified as to safety of operation pursuant to the terms and conditions of this chapter. ~~Every licensee shall, before commencing operation, file with the clerk-treasurer a liability and property damage insurance policy, issued by an insurance company authorized to do business in the state, providing for property damage insurance in a sum of not less than twenty five thousand dollars and for personal liability insurance in a sum of not less than one hundred thousand dollars for the injury of one person and three hundred thousand dollars for the injuries resulting from any one accident.~~

C. In addition to the inspections provided in this chapter, all vehicles operating under the authority of this chapter shall be available for inspection at any time and at any place by the chief of police who shall order any taxicab to cease operation immediately if, in his determination, the vehicle is in an unsafe condition, and shall notify the operator or driver in writing thereof. It is unlawful for any operator or driver to drive or operate any taxicab without complying with the certification ~~and insurance~~ procedures set forth in this section, or which is in an unsafe condition or without proper equipment, as determined by the chief of police. It is further unlawful to fail to comply to any written notice by the chief of police to make certain corrections on any taxicab.

**SECTION 4. AMEND KMC 6.04.** That Chapter 6.04, Animal Control, created by Ordinances 3310 and 3704 and more particularly, KMC 6.04.252 is hereby amended to provide as follows:

**6.04.252 Dangerous or potentially dangerous dogs—Compliance with state law required—Registration—Fees.**

It is unlawful for any person to own or harbor a dangerous dog or potentially dangerous dog, except in conformance with Chapter 16.08 RCW, or as amended, and in conformance with this chapter.

A. It is unlawful for an owner to have a dangerous or potentially dangerous dog in the city without a certificate of registration issued under this section. The registration fee for dangerous dogs shall be in addition to the registration and tag fees required in Section [6.04.040](#). This section shall not apply to dogs used by law enforcement officials for police work.

B. The animal control authority shall issue a certificate of registration to the owner of a potentially dangerous dog upon payment of the annual registration fee of one hundred dollars if such registration occurs before July 1st, or fifty dollars if such registration occurs after July 1st.

C. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents to the animal control authority sufficient evidence of:

1. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign that informs children of the presence of a dangerous dog. For purposes of this chapter, the term “proper enclosure” of a dangerous dog means, while on the owner’s property, a dangerous dog shall be securely confined indoors or in a securely closed and locked pen or structure suitable to prevent the dog from escaping, and shall also provide protection from the elements for the dog;

2. One of the following:

a. A surety bond issued by an insurer qualified under Chapter 48.28 RCW, in a form acceptable to the animal control authority, in the sum of at least two hundred fifty thousand dollars, payable to any person injured by the dangerous dog, or

b. A policy of liability insurance , such as homeowner’s insurance or a comparable policy, issued by ~~an insurer~~ a company authorized to do business in Washington, and qualified under RCW Title 48, which insurance shall be subject to the approval of the city attorney and shall provide in the coverage in an amount of at least two hundred fifty thousand dollars, insuring the owner for any personal injuries inflicted by the dangerous dog; The policy must specifically name the city as an additional insured party thereunder and provide that the policy shall not be terminated without providing at least thirty days prior written notice to the City.

3. Payment of the annual registration fee of two hundred fifty dollars if such registration occurs before July 1st, or one hundred twenty-five dollars if such registration occurs after July 1st.

**SECTION 5. AMEND KMC 8.20.**

That Chapter 8.20, Fireworks, created by

Ordinance 3040 and more particularly, KMC 8.20.050 is hereby amended to provide as follows:

**8.20.050 Permit—Certificate of insurance coverage.**

All applications for permits pursuant to this chapter shall be accompanied by a certificate of insurance coverage evidencing the carrying of a comprehensive general liability insurance policy, issued by a company authorized to do business in Washington, and shall provide ~~with~~ a minimum coverage of ~~five hundred thousand dollars and~~ one million dollars for bodily injury liability for each person ~~and event~~per occurrence, respectively, and ~~not less than five hundred thousand~~two million dollars ~~annual aggregate~~for property damage liability for each event. Such general liability policy shall name the city as an additional ~~named~~ insured party, must be in full force and effect for the duration of the permit, and shall include a provision prohibiting cancellation of said policy without thirty days' written notice to the city. The policy and certificate shall be in a form approved by the city attorney.

**SECTION 6. 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 7. 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 \_\_\_\_\_, 2014.

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:**

Amendment to the Six Year Capital Improvement  
Program 2014-2019

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

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

**For Agenda of:** April 1, 2014

### **PRESENTED BY:**

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

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

**City Manager:** Steve Taylor

---

---

### **AGENDA ITEM ATTACHMENTS:**

Resolution for 2014-2019 CIP  
Amended CIP Tables  
New CIP Project Descriptions

### **SUMMARY STATEMENT:**

The City adopts the Six Year Capital Improvement Program (CIP) in order to prioritize projects for funding and to have a plan showing the needs that exist in the community. This document is used by staff to match projects with grants as they become available.

Generally when new projects become known to staff they are developed on the CIP form and held until the next CIP update. In this situation a grant opportunity has become available for two projects. The West Main Revitalization Project and the Visitors Center Parking Rehabilitation Project. The grant includes a requirement that the projects be included in the jurisdiction's planning document. This amendment to the CIP will meet the requirement.

The CIP amendment includes new project summaries and updated tables to include these new projects.

### **FINANCIAL SUMMARY:**

The City has applied for funding of the project being added to the CIP. If funding is received the City would need to provide matching funds.

### **RECOMMENDED ACTION:**

Staff recommends Council adopt the amended CIP by Resolution.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
KELSO RELATED TO CAPITAL IMPROVEMENTS AND  
ESTABLISHING THE CITY'S CAPITAL IMPROVEMENT PROGRAM  
FOR THE PERIOD OF 2014-2019.**

WHEREAS, the Council finds that the formal adoption of a process for the formulation of a Capital Improvement Program will effectuate and insure that the City's Capital Improvement needs as properly determined, given the limited resources available; and

WHEREAS, Staff has prepared a Capital Improvement Program to identify and implement the City's Capital Improvement needs for the period of 2014 – 2019; and

WHEREAS, the Council finds that the Plan submitted is consistent with its assessment of the needs and priorities for the period slated, and by the Resolution seeks to formally adopt such plan as the official Capital Improvement Plan of the City of Kelso, Washington; and

WHEREAS, the Council, further by this Resolution, seeks to formulate a six (6) year Capital Improvement Plan that will qualify as a condition for the submission of various grant and loan requests to include the Washington State Department of Community Development Public Works Trust Fund Loan Program; now, therefore,

IT IS HEREBY RESOLVED that the document entitled "City of Kelso, Washington, Capital Improvement Projects 2014 – 2019," marked as Exhibit A and attached hereto, is adopted as the official Capital Improvement Program for the City of Kelso, Washington. Staff is directed to implement the City's Capital Improvements in accordance with said Plan.

BE IT FURTHER RESOLVED, that recognizing the need for continued review of said document to insure that current needs are addressed, the following procedure is hereby established for ongoing review and modification of said Capital Improvement Program:

1. No later than December 15 of each calendar year, staff is directed to submit any proposed changes to the ongoing adopted Capital Improvement Program for Council's consideration.
2. In the event Council determines that changes are appropriate, Staff shall be directed to present to Council prior to June 15 of such calendar year a modified program for formal adoption by Resolution.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

2014 - 2019 CIP Summary 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 Pump Station	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	\$ 5,364,000

Transportation		2014	2015	2016	2017	2018	2019	Program/Project Total
Citywide Pavement Preservation	T-1	\$ 335,000	\$ 150,000	\$ 550,000	\$ 150,000	\$ 550,000	\$ 150,000	\$ 1,885,000
Sidewalk Improvement Program	T-2		\$ 50,000		\$ 50,000		\$ 50,000	\$ 150,000
CHAP Street Overlay Program	T-3	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,400,000
Yew Street Reconstruction	T-4		\$ 959,000					\$ 959,000
S. Kelso RR Crossing Environmental Permitting	T-5	\$ 900,000						\$ 900,000
Talley Way Bridge Scour Repair	T-6	\$ 200,000						\$ 200,000
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
West Main Revitalization Project	T-11	\$ 75,000	\$ 575,000					\$ 650,000
Visitor Center Parking Rehabilitation	T-12	\$ 20,000						\$ 20,000
		\$ 1,930,000	\$ 2,634,000	\$ 5,450,000	\$ 4,600,000	\$ 3,450,000	\$ 12,600,000	\$ 30,664,000

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		\$ 325,000					\$ 325,000
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
Chestnut Street PH 3	D-9					\$ 400,000		\$ 400,000
		\$ 410,000	\$ 725,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 475,000	\$ 2,960,000

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

\$ 47,946,600

City of Kelso  
**CAPITAL IMPROVEMENT PROJECT REQUEST FORM**  
 2014 - 2019

<b>Department:</b> Arterial Street	<b>CIP Reference Number:</b> T-11
<b>Project Title:</b> West Main Revitalization	
<b>Location:</b> West Main between Cowlitz Way and 3 <sup>rd</sup> Avenue	
<b>Project Status:</b> <input type="checkbox"/> Annual Program <input type="checkbox"/> Concept/Preliminary Planning <input checked="" type="checkbox"/> Preliminary Design <input checked="" type="checkbox"/> Final Plans & Specifications <input checked="" type="checkbox"/> Construction	
<b>Land Status:</b> <input type="checkbox"/> No Land Involved <input checked="" type="checkbox"/> City Owned <input type="checkbox"/> Partially Owned <input type="checkbox"/> Not Yet Acquired	

**Description:**  
 The proposed project improves approximately 850 feet of West Main Street in Kelso. Work includes: new sidewalks, enhanced decorative crosswalks, new pavement, pedestrian scale lighting, and water quality facilities for treating storm water. The street is the remaining portion of West Main between 3<sup>rd</sup> Avenue and Cowlitz Way. It is contiguous to the new construction and will further contribute to the revitalization of the West Kelso commercial area.

**Justification:**  
 The existing pavement and drainage system are in need of repair. The project elements are consistent with the vision for the revitalization of the West Kelso Commercial Area.

<b>Total Estimated Capital Costs:</b>	<b>Proposed Method of Financing (Percent)</b>
Planning, Design, Engineering: <u>\$75,000</u>	Current Revenue:                     _____
Land Purchase:                             _____	General Obligation Bonds:         _____
Construction: <u>\$575,000</u>	Revenue Bonds:                       _____
Equipment & Furniture:                 _____	Reserve Funds:                        _____
Miscellaneous:                           _____	Special Assessment:                 _____
Contingency Allowance (10%):         _____	State Aid:                                _____
<b>TOTAL CIP CAPITAL COST:     \$650,000</b>	Federal Aid:                             _____
	Private Sector:                         _____
	Unknown:                                _____
	Other:                                     \$ _____

**CAPITAL IMPROVEMENT PROJECT'S COST PER YEAR**

	2014	2015	2016	2017	2018	2019	Unfunded	TOTAL
Planning, Design, Engineering	\$75,000						\$75,000	\$75,000
Land Acquisition								
Construction		\$575,000					\$575,000	\$575,000
Other								
<b>TOTAL COST</b>	<b>\$75,000</b>	<b>\$575,000</b>					<b>\$650,000</b>	<b>\$650,000</b>

City of Kelso  
**DEPARTMENTAL CAPITAL IMPROVEMENT PROJECT EVALUATION GUIDE**  
**2014 - 2019**

<b>Department:</b> Arterial Street	<b>CIP Reference Number:</b> T-11
------------------------------------	-----------------------------------

<b>Project Title:</b> West Main Revitalization	
Funding Source	
Potential Funding Sources	<i>Funding will be from variety of grants including County 0.09 monies and potential CDBG funds</i>
Benefit to the Local Economy and Tax Base	
Health and Safety Effects	
Environmental, Aesthetics, or Social Effects	
Responds to an Urgent Need or Opportunity	
Number of City Residents Served	
Feasibility, including Public Support and Project Readiness	
Amount of Public Disruption and Inconvenience Caused	
Conforms to Legal or Contractual Obligations	
Responds to State and/or Federal Mandate	
Benefits to other Capital Projects	
Conforms to Adopted Plans and Programs	
Implications of Deferring the Project	
Other	



City of Kelso  
**DEPARTMENTAL CAPITAL IMPROVEMENT PROJECT EVALUATION GUIDE**  
**2014 - 2019**

<b>Department:</b> Arterial Street	<b>CIP Reference Number:</b> T-12
------------------------------------	-----------------------------------

<b>Project Title:</b> Visitor Center Parking Rehabilitation	
Funding Source	County 0.09 Grant
Potential Funding Sources	
Benefit to the Local Economy and Tax Base	
Health and Safety Effects	
Environmental, Aesthetics, or Social Effects	
Responds to an Urgent Need or Opportunity	
Number of City Residents Served	
Feasibility, including Public Support and Project Readiness	
Amount of Public Disruption and Inconvenience Caused	
Conforms to Legal or Contractual Obligations	
Responds to State and/or Federal Mandate	
Benefits to other Capital Projects	
Conforms to Adopted Plans and Programs	
Implications of Deferring the Project	
Other	