

Kelso City Council Agenda

Regular Meeting, 6:00 pm
May 21, 2013
City Hall, Council Chambers
203 S. 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 Nick Stumbo, East Hills Alliance Church

Call to Order:

Roll Call to Council Members:

1. Approve Minutes:

- 1.1. May 3, 2013 – Council Retreat
- 1.2. May 7, 2013 – Regular Meeting

2. Proclamation:

- 2.1. 'A Day of Kindness'

3. Public Hearings:

- 3.1. Neighborhood Stabilization Program 1 – Closeout
 - 3.1.1. NSP1 – Grant Closeout

4. Presentation:

- 4.1. RiverCities Transit 2013 Service Plan

5. Consent Items:

- 5.1. Contract – 2013 Citywide Overlay/CHAP Street Rehabilitation
- 5.2. Agreements – Protective Securities and U.S. Bank National Association
- 5.3. Outdoor Facility Request Application – JH Kelly Annual Company Picnic
- 5.4. Agreement Addendum – Airport Stop Way/Runway Extension, Cowlitz County
- 5.5. Auditing of Accounts

6. Citizen Business:

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7. Council Business:

8. Action/Motion Items:

8.1. Resolution

8.1.1. Amendment – Local Government Investment Pool

Other Items:

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

KELSO CITY COUNCIL RETREAT
10:00 A.M.

May 3, 2013
Kelso City Hall

The Kelso City Council met in Retreat with City Staff. Those Councilmembers in attendance were: Futcher, McDaniel, Myers, Roberson, Schimmel, Lefebvre, and Archer. City's Planning Consultant, Gregg Dohrn, was the facilitator.

Staff in attendance were: City Manager Steve Taylor, Planning Manager Nancy Malone, Community Development Director Mike Kardas, Public Works Director David Sypher, Finance Director Brian Butterfield, Police Chief Andy Hamilton, and Library Manager Cindy Donaldson.

The retreat proceeded as follows:

Morning Session

- Identification of Potential Priorities

Afternoon Session

- Short Term Priorities to be accomplished over the next 12-18 months
- Medium Term Priorities to be accomplished over the next 5 years
- Long Term Priorities to be accomplished over the next 5-10 years

Conclusion

- Discussion of the effectiveness of City Council Meetings

There being no further business, Mayor Futcher adjourned the Retreat at 4:00 p.m.

MAYOR

CITY CLERK

Pastor Wayne Schneider, Kelso First United Methodist 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, Archer, Myers, McDaniel, Roberson, and Schimmel. Councilmember Lefebvre was absent.

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Minutes of the 4/16/13 Special Council Workshop and the 4/16/13 Regular Meeting,' motion carried, all voting yes.

PROCLAMATIONS:

Mayor Futcher read a proclamation declaring May 13 – 19, 2013, as *Salvation Army Week* in the City of Kelso.

Mayor Futcher read a proclamation declaring May 19 – 25, 2013, as *National Public Works Week* in the City of Kelso. The City of Kelso Public Works Director David Sypher accepted the proclamation.

Mayor Futcher read a proclamation declaring May 10, 2013, as *EWU at LCC Day* in the City of Kelso. Lower Columbia College Director of ELearning Renee Carney, Vice President of Administration Nolan Wheeler, and Director of College Relations Susan Groth accepted the proclamation.

Mayor Futcher read a proclamation declaring the month of May 2013, as *Older Americans Month* in the City of Kelso.

Deputy Mayor Todd McDaniel read a proclamation declaring May 12 – 18, 2013, as *National Police Week* in the City of Kelso. The City of Kelso Chief of Police Andrew Hamilton accepted the proclamation.

PRESENTATION:

National Police Week: Chief Hamilton gave a power point presentation in honor of the fallen law enforcement officers and gave tribute to Kelso Police Officer Frank Konen, the only law enforcement officer in the City of Kelso to lose his life in the line of duty.

CITIZEN BUSINESS:

Kelly M. Todd, 909 Crawford Street, spoke about witnessing drug trafficking at houses on Columbia Street.

COUNCIL BUSINESS:

Purchase of the New Visitor Center: Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, ‘**Authorize the Purchase of the Visitor Center,**’ motion carried, all voting yes.

WSCCCE/AFSCME Local 1557 2013-2015 Collective Bargaining Agreement: Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘**Approve the Collective Bargaining Agreement between the City and WSCCCE/AFSCME Local 1557.**’ Discussion followed. Motion carried, all voting yes.

MOTION ITEMS:

Resolution No. 13-1087 – Emergency Work at Catlin St & SR 411: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Archer, ‘Pass Resolution No. 13-1087, ‘A RESOLUTION OF THE CITY OF KELSO FINDING THE REPAIR OF SEWER MAIN IN SR 411 TO BE A SPECIFIC EMERGENCY AND APPROVE CONTRACTS FOR EMERGENCY REPAIR WORK WITHOUT FORMAL BIDDING,’ motion carried, all voting yes.

Adoption of the South Kelso Railroad Crossing Study: Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, ‘**Adopt the South Kelso Railroad Crossing Study.**’ Discussion followed. Motion carried, all voting yes.

MANAGER’S REPORT:

Steve Taylor: 1) Provided a brief update on the status of the Cowlitz Wahkiakum Council of Governments search for a new Executive Director. 2) Provided a brief report on the May 3, 2013 Council Retreat. He commented that a recap of the retreat, the action plan and the SWOT analysis results will be given to Council to use as a reference in the future. 3) Provided a brief report on the ‘Activate South Kelso’ open house event that was held earlier in the day. ‘ASK’ is a program administered by the Portland State University M.U.R.P Students. Several councilmembers and staff attended.

STAFF REPORTS AND COMMENTS:

Finance Director Brian Butterfield commented that the state auditors will be here any day and that they plan to be finished prior to June 30, 2013.

Community Development Director/City Engineer Mike Kardas provided an update report on the progress of the Visitor Center.

COUNCIL REPORTS:

Rick Roberson: Commented that there was a good turnout at the ‘ASK’ Open House.

Dan Myers: 1) Attended the 'ASK' Open House. He commented that it is always good to meet with the public. 2) He commented that the cleanup crew did a good job at the train depot.

Todd McDaniel: No report.

Gary Archer: No report.

Gary Schimmel: No report.

David Futcher: No report.

There being no further business, Mayor Futcher adjourned the meeting at 6:46 p.m.

MAYOR

CITY CLERK

PROCLAMATION

A Day of Kindness

WHEREAS, in the heart of all of us lies the idea that we hold the power of kindness within us, and;

WHEREAS, by knowing, understanding, and actually using this power we have the ability to send out a positive ripple that may travel for miles, and;

WHEREAS, every person, no matter how young or how old, is capable of making a difference in our community and our world, and;

WHEREAS, through acts of kindness, we can promote healthy behaviors and positive dynamics within our community, and;

WHEREAS, performing acts of kindness has been proven by scientific research to offer direct benefits of improved health and happiness to the giver and the receiver, and;

WHEREAS, we seek to cultivate caring, kindness and compassion within our community, whether through large concerted efforts or individual spontaneous gestures;

NOW, THEREFORE, be it resolved, that it is the sense of the office of the City Council that the people of Kelso should be encouraged to seize these opportunities when presented, in the spirit of compassion, kindness, and goodwill toward all persons. And furthermore, we encourage all citizens to remember that no acts of kindness are ever wasted, they always make a difference. Not only for a day, but always.

NOW, THEREFORE, I, David Futcher, Mayor, of the City of Kelso, do hereby urge the citizens of our community to join in observance of the 'Annual Day of Kindness' to be recognized as the first Saturday in June.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 21st day of May, 2013

David Futcher, Mayor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Public Hearing for Closeout of the Neighborhood
Stabilization Program 1 (NSP1) Grant
Contract 08-F6401-007

Agenda Item: _____

Dept. of Origin: Comm. Dev. Planning Division

For Agenda of: May 21, 2013

PRESENTED BY:

Nancy Malone
Planning Manager

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Neighborhood Stabilization Program Financial Summary and Property Report

SUMMARY STATEMENT:

City of Kelso was awarded \$514,472 from the Neighborhood Stabilization Program (NSP). The State of Washington designated the City of Kelso as an area with a significantly higher than average rate of home foreclosures and, therefore, in need of this type of emergency financial assistance.

Kelso used the funds to recover three (3) single family homes and two (2) blighted properties. One of the blighted properties was an abandoned, hazardous junk yard that has been cleaned up. Kelso provided NSP funds to deed one (1) of the restored blighted properties to Habitat for Humanity to build a single family home. Kelso provided NSP funds to the Longview Housing Authority to purchase and rehabilitate one (1) of the single family homes. Kelso provided NSP funds to the Lower Columbia Community Action Council (CAP) to acquire and rehabilitate two (2) single family homes.

Upon the sale or rental of the property, the City of Kelso will assure the continued affordability of the property in accordance with the requirements of 24 CFR 92.252 for rental units and 24 CFR 92.254 for owner-occupied units. Redevelopment of existing housing and/or the provision of new housing will comply with the minimum housing quality standards for Section 8 housing as defined in 24 CFR 982.401.

A Public Hearing notification was published in the Daily News, May 10, 2013.

FINANCIAL SUMMARY:

This project was funded by the State of Washington Department of Commerce.

NSP1 Grant Original Budget:	\$430,326.00
Amendment A:	<u>\$84,146.00</u>
Budget Total:	\$514,472.00
NSP1 City Draws Total:	<u>\$454,537.38</u>
NSP 1 Grant Balance at Project Closeout (City de-obligation):	\$59,934.62

RECOMMENDED ACTION:

Staff recommends council receives public comments on the Neighborhood Stabilization Program grant closeout.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Closeout of the Neighborhood Stabilization
Program 1 (NSP1) Grant Contract 08-F6401-007

Agenda Item: _____

Dept. of Origin: Comm. Dev. Planning Division

For Agenda of: May 21, 2013

PRESENTED BY:

Nancy Malone
Planning Manager

Cost of Item: _____

City Manager: Steve Taylor

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NSP 1 Grant Balance at Project Closeout (City de-obligation):	\$59,934.62

RECOMMENDED ACTION:

Staff recommends council make a motion approving the closeout of the State of Washington Department of Commerce Neighborhood Stabilization Program grant.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Award Contract for:
2013 Kelso Citywide Overlay Project No. 581301
2013 CHAP St. Overlay Project No. 581302

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: May 21, 2013

PRESENTED BY:

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

Cost of Item: \$ 201,516.21

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Bid Tabulation

SUMMARY STATEMENT:

This contract provides for roadway improvement and repair on various streets in the City of Kelso and City Hardship Assistance Program (CHAP) funded roadways, Kinnear Street and Clearview Street. The major work elements being 2,425 SY of Pavement Repair Excavation, 825 CY of Unsuitable Foundation Excavation and 555 Tons of HMA. The basis of award for this project shall be the total value for both the City of Kelso and CHAP funded roadways. Three bids were received for this project ranging from a high bid of \$388,388.00 to the low bid of \$201,516.21. The bid award is based on the combined price of Schedules A and B. After reference checks, Brix Paving Northwest, Inc. submitted the qualified low combined bid of \$201,516.21.

FINANCIAL SUMMARY:

Schedule A of this project is funded by the Arterial Streets fund. Schedule B is funded by the CHAP grant funds awarded to the City by the Transportation Improvement Board (TIB). The qualified low bid for both Schedules of this project is \$14,228.79 below the Engineer's Estimate of \$215,745.00.

RECOMMENDED ACTION:

Staff recommends that the City Council award Schedules A and B for the above-referenced project to the lowest qualified bidder, Brix Paving Northwest, Inc. in the amount of \$201,516.21.

**2013 Citywide Overlay
Project #581301 / 581302**

Engineer's Estimate						Bid Tabulation					
		Engineer's Estimate				Brix Paving, Co. Tualatin, OR		Granite Construction Vancouver, WA		Lakeside Industries, Inc. Longview, WA	
Item	Schedule A			Unit		Unit		Unit		Unit	
No.	Description	Quan		Price	Amount	Price	Amount	Price	Amount	Price	Amount
A-1	Mobilization	1	L.S.	\$ 16,500.00	\$ 16,500.00	\$ 12,987.62	\$ 12,987.62	\$ 30,000.00	\$ 30,000.00	\$ 15,500.00	\$ 15,500.00
A-2	Other Traffic Control Labor	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1,408.27	\$ 1,408.27	\$ 10,988.00	\$ 10,988.00	\$ 15,200.00	\$ 15,200.00
A-3	Flaggers and Spotters	200	HR	\$ 50.00	\$ 10,000.00	\$ 54.98	\$ 10,996.00	\$ 70.00	\$ 14,000.00	\$ 52.00	\$ 10,400.00
A-4	Adjust Valve Box & Cover	3	EA	\$ 300.00	\$ 900.00	\$ 76.28	\$ 228.84	\$ 300.00	\$ 900.00	\$ 200.00	\$ 600.00
A-5	Adjust Manhole Ring & Cover	2	EA	\$ 300.00	\$ 600.00	\$ 176.04	\$ 352.08	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00
A-6	Pavement Repair Excavation Incl.	3,500	S.Y.	\$ 9.00	\$ 31,500.00	\$ 15.26	\$ 53,410.00	\$ 25.00	\$ 87,500.00	\$ 9.50	\$ 33,250.00
A-7	Unsuitable Foundation Excavation Incl. Haul	600	C.Y.	\$ 40.00	\$ 24,000.00	\$ 11.74	\$ 7,044.00	\$ 20.00	\$ 12,000.00	\$ 46.70	\$ 28,020.00
A-8	Crushed Surfacing Top Course	350	TON	\$ 20.00	\$ 7,000.00	\$ 7.16	\$ 2,506.00	\$ 75.00	\$ 26,250.00	\$ 31.70	\$ 11,095.00
A-9	Crushed Surfacing Base Course	1,000	TON	\$ 20.00	\$ 20,000.00	\$ 7.04	\$ 7,040.00	\$ 25.00	\$ 25,000.00	\$ 28.60	\$ 28,600.00
A-10	HMA for Pavement Repair	825	TON	\$ 100.00	\$ 82,500.00	\$ 106.25	\$ 87,656.25	\$ 180.00	\$ 148,500.00	\$ 95.00	\$ 78,375.00
A-11	Temporary Pavement Marking	100	L.F.	\$ 0.20	\$ 20.00	\$ 3.52	\$ 352.00	\$ 5.00	\$ 500.00	\$ 1.00	\$ 100.00
A-12	Trim and Cleanup	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1,173.55	\$ 1,173.55	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
	Sub Total				\$ 197,020.00		\$ 185,154.61		\$ 357,638.00		\$ 223,540.00
Item	Schedule B										
No.	Description										
B-1	Mobilization	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 822.39	\$ 822.39	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
B-2	Other Traffic Control Labor	1	L.S.	\$ 500.00	\$ 500.00	\$ 140.30	\$ 140.30	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
B-3	Flaggers & Spotters	40	HR	\$ 50.00	\$ 2,000.00	\$ 54.78	\$ 2,191.20	\$ 70.00	\$ 2,800.00	\$ 52.00	\$ 2,080.00
B-4	Adjust Valve Box & Cover	1	EA	\$ 300.00	\$ 300.00	\$ 76.00	\$ 76.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00
B-5	Adjust Manhole Ring & Cover	1	EA	\$ 300.00	\$ 300.00	\$ 175.38	\$ 175.38	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00
B-6	Pavement Repair Exacavation Incl. Haul	225	S.Y.	\$ 9.00	\$ 2,025.00	\$ 14.62	\$ 3,289.50	\$ 25.00	\$ 5,625.00	\$ 25.00	\$ 5,625.00
B-7	Unsuitable Foundation Excavation Incl. Haul	75	C.Y.	\$ 40.00	\$ 3,000.00	\$ 14.03	\$ 1,052.25	\$ 20.00	\$ 1,500.00	\$ 46.70	\$ 3,502.50
B-8	Crushed Surfacing Top Course	25	TON	\$ 20.00	\$ 500.00	\$ 29.23	\$ 730.75	\$ 75.00	\$ 1,875.00	\$ 31.70	\$ 792.50
B-9	Crushed Surfacing Base Course	130	TON	\$ 20.00	\$ 2,600.00	\$ 4.68	\$ 608.40	\$ 25.00	\$ 3,250.00	\$ 28.60	\$ 3,718.00
B-10	HMA For Pavement Repair	55	TON	\$ 100.00	\$ 5,500.00	\$ 121.65	\$ 6,690.75	\$ 180.00	\$ 9,900.00	\$ 125.00	\$ 6,875.00
B-11	Trim and Clean up	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 584.68	\$ 584.68	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
	Sub Total				\$18,725.00		\$ 16,361.60		\$ 30,750.00		\$ 26,193.00
	Total				\$215,745.00		\$201,516.21		\$388,388.00		\$249,733.00
	5% Retainage				\$10,787.25		\$10,075.81		\$19,419.40		\$12,486.65
	Contract Amount				\$215,745.00		\$201,516.21		\$388,388.00		\$249,733.00

AGENDA SUMMARY SHEET

AGENDA ITEM: Authorize City
Manager and Finance Director to
sign necessary documents to
effectuate more options for the City's
investment choices.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 5/21/2013
ORIGINATING DEPT: Finance
DATE SUBMITTED: 5/14/2013
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

Brokerage Agreement with Protective Securities
Safekeeping Agreement with U.S. Bank National Association
U.S. Bank Investment Resolution Form

SUMMARY STATEMENT

Currently all of the City's excess cash is invested with the Washington State Local Government Investment Pool (LGIP). Historically the LGIP has offered a competitive rate of return combined with safety and immediate access. Since 2008, interest rates have dramatically declined and do not appear to be going back up in the near future. By setting up a brokerage agreement and safekeeping account the City can explore more investment options and possibly increase our return on our investments. Once these documents are signed, staff will meet with representatives from Time Value Investments, Inc. to discuss possible investment options.

RECOMMENDED ACTION:

Authorize the Finance Director to sign the brokerage agreement with Protective Securities.

INSTITUTIONAL NEW ACCOUNT FORM

I. ACCOUNT REGISTRATION

Office Number: Account Number: Rep Number:
 Account Title: City of Kelso
 Attention: Brian Butterfield
 Mailing Address: PO Box 819 Physical: 203 South Pacific
 City: Kelso State: WA ZIP: 98626
 Phone Number: 360-423-0900 Email: bigb@kelso.gov

DUPLICATE CONFIRMS/STATEMENTS INFORMATION

Duplicate Confirms Duplicate Statements
 Confirm/Statement Address: _____
 City: _____ State: _____ ZIP: _____

TRANSACTION INFORMATION

Account Type: Cash Margin
 Proceeds Information: Hold Remit Check Wire
 Transfer Instructions: Hold In Street Name DVP Transfer
 Dividend / Interest Instructions: Hold Wire Remit Check Other

IDENTITY VERIFICATION

Document(s) Used to Verify Client Identity:
 Articles of Incorporation Valid Letter of Trading Authority Signed Ordinance
 Other Proof of Action by Governmental Body Exempt – Sophisticated Provide Explanation: _____

II. RISK EXPOSURE/ACCOUNT INVESTMENT OBJECTIVES

SUITABILITY INFORMATION

RISK EXPOSURE (Check one): Low Moderate High Risk Speculation
 ACCOUNT INVESTMENT OBJECTIVES*: Income Growth & Income Long-Term Growth Short-Term Trading

OVERALL INVESTMENT TIME HORIZON FOR THIS ACCOUNT: Number of Years: 0-5 yrs

LIQUIDITY NEEDS: High Medium Low

INVESTMENT STRATEGY(S)*:

Note: Varying investment strategies may be employed to meet your investment objectives for this account. Please check all the applicable strategies that apply.

- Buy and Hold Asset Allocation Hedging Diversification
- Income Generation Tax Advantaged Investing No Specific Strategy Being Used

*Note: Definitions are provided on the last page of this document.

INSTITUTIONAL NEW ACCOUNT FORM

III. INSTITUTIONAL ACCOUNT TYPE

Institutional Account, as defined in the FINRA rule:

- A bank, savings and loan association, insurance company or registered investment company
- An investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions)
- Other Entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million

Institutional Account Suitability Obligation:

- Waived for all recommendations
- Accepted for all recommendations
- Waived exclusively for the recommendations involving the following asset classes:
Please select those which are applicable:
 - Equities Options Fixed Income Mutual Funds Unit Investment Trusts
 - Exchanged Traded Funds Other _____
- Determined at the time of each recommendation

For Broker-Dealer Use Only

NOTE: If the selection above represents a full or partial waiver of ProEquities' suitability obligation, ProEquities represents that the institutional client account is capable of exercising independent judgment with respect to security and investment strategy decisions made in connection with the waiver.

IV. ADDITIONAL INFORMATION

INSTITUTIONAL INSTRUCTIONS

<p>Institution/Broker ID # _____</p> <p>Agent ID # _____</p> <p>DTC/Clearing # _____</p> <p>Agent Internal Acct # _____</p> <p>DTC Asset Type: <input type="checkbox"/> Equity <input type="checkbox"/> Asset Backed <input type="checkbox"/> Corp. Debt <input type="checkbox"/> Gov. Secure <input type="checkbox"/> Money Mkt. <input type="checkbox"/> Muni</p> <p>ABA # _____</p> <p>Fed Third Party Entity: _____</p> <p>Fed Fourth Party Entity: _____</p> <p>Fed Asset Type: <input type="checkbox"/> Asset Backed <input type="checkbox"/> Corp. Debt <input checked="" type="checkbox"/> Gov. Secure</p>	<p>Interested Party ID Confirms:</p> <p>ID #1: _____ Acct. #1: _____</p> <p>ID #2: _____ Acct. #2: _____</p> <p>Agent Internal Acct. Name: _____</p> <p>Third Party Acct. # _____</p> <p>Fed Fourth Party Acct. # _____</p>
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INSTITUTIONAL NEW ACCOUNT FORM

ACCOUNT AGREEMENT

This agreement sets forth the terms pursuant to which ProEquities will accept, open and maintain one or more accounts for you (whether designated by name, number or otherwise, and whether brokerage or non-brokerage) for the purchase, sale, or carrying of securities, options, contracts relating thereto, and or other property (collectively, "property").

TO PROEQUITIES AND ITS ASSIGNS:

1. PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER — Whenever I (we) do not, on or before the settlement date, pay in full for any security purchased for my (our) account, or deliver any security sold for my (our) account, ProEquities, Inc. ("ProEquities") or its clearing broker-dealer, Pershing LLC ("Pershing"), is authorized (subject to the provisions of any applicable statute, rule, or regulation) to do the following:

(A) Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which ProEquities or Pershing may hold for me (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in ProEquities' or Pershing's possession and control for delivery a like amount of similar securities.

(B) To sell any or all securities which ProEquities or Pershing may hold for me (either individually or jointly with others), to buy in any or all securities required to make delivery for my (our) account, or to cancel any or all outstanding orders or commitments for my (our) account.

2. LIQUIDATION OF COLLATERAL — If I (we) fail to make any payment or deliver any property to ProEquities when due, or fail to maintain in any account collateral of sufficient value to meet ProEquities' then-current requirements, or otherwise fail to discharge any obligation to ProEquities; or should I (we) die; or should ProEquities for any reason deem it necessary for its protection, ProEquities is authorized to sell any securities or other property held in any account of mine (ours), or otherwise effect settlement or cancel any outstanding orders to satisfy any such requirement or obligation, or to close out my (our) accounts, in whole or in part. Any such sale, purchase, settlement or cancellation may be made at ProEquities' judgment and discretion, and at ProEquities' prevailing commission rates on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand or call. ProEquities may purchase the whole or any part of such securities free from any right of redemption.

3. GENERAL PROVISIONS — I (we) shall be liable for any deficiency in any account of mine (ours), including any fines, assessments or other costs leveled against ProEquities by any exchange, clearinghouse or regulatory authority resulting from my (our) failure to deliver or otherwise make available any property sold by ProEquities at my (our) direction. It is further understood that any notice, prior to tender, demand, or call from ProEquities or Pershing shall not be considered a waiver of any provision of this agreement. I (we) shall include any person executing this agreement.

4. SUCCESSORS — This agreement and its provisions shall be continuous, and shall inure to the benefit of ProEquities, and any successor organization or assigns, and shall be binding upon me (us) and/or my (our) estate, executors, administrators, and assigns of my (our) account.

5. AUTHORITY TO TRANSACT BUSINESS — Each of the parties who executes this agreement in a representative or fiduciary capacity represents and warrants to ProEquities that he/she has the authority to enter into and operate under this agreement on behalf of his/her principal, and for the risk and in the name of principal. If this agreement is signed in a representative capacity by more than one person, and unless written notice to the contrary is provided to ProEquities before the transaction of any business in the account, each such person represents and warrants that any one of them, acting alone, may transact such business.

6. INTEREST IN ACCOUNT — No one except me (us) has an interest in any of my (our) accounts with ProEquities unless such interest is revealed in the title of such account, and in any case, I (we) have the interest indicated in such title.

7. ORDERS AND STATEMENTS — Reports of the execution of orders and statements of my (our) account shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after such reports and statements have been sent to me (us) via mail or otherwise.

8. EXTRAORDINARY EVENTS — ProEquities shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, or market rulings, or other conditions beyond ProEquities' control.

9. ADDRESS — Communications may be sent to me (us) at my (our) current address which is on file at ProEquities' home-office, or at such other address as I (we) may hereafter provide to ProEquities in writing. All communications so sent, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to me (us) personally, whether actually received or not.

10. RECORDING CONVERSATIONS — I (we) understand and agree that for our mutual protection ProEquities may electronically record any of our telephone conversations.

11. NO MODIFICATIONS — This agreement may be amended only by a writing signed by ProEquities. ProEquities' decision to waive or delay application of any of its rights under this agreement (including specifically ProEquities' rights regarding liquidation of collateral) shall not prevent ProEquities from enforcing its terms as written at a later date.

12. DISCRETIONARY TRADING NOTICE OF AUTHORIZED TRADES — No employee or representative of ProEquities is authorized to effect trades for me (us) without my (our) express prior approval, unless expressly agreed to in a separate grant to discretionary authority signed by me (us) and by ProEquities. I (we) agree to bring any unauthorized activity to the attention of ProEquities immediately. My (our) failure to immediately bring any unauthorized activity to ProEquities' attention shall ratify and adopt such activity, and shall preclude me (us) from claiming that the transactions were unauthorized.

INSTITUTIONAL NEW ACCOUNT FORM

13. CAPACITY; NOTICE OF CHANGED CIRCUMSTANCES — I (we) represent that, unless ProEquities has been notified in writing to the contrary, that I (we), if a natural person, have reached the age of majority; and I (we) am not insolvent. I (we) agree to promptly notify ProEquities in writing of any change in circumstances affecting the foregoing representations.

14. LIMITS ON TRANSACTIONS — ProEquities may limit the number of securities, options or contracts related thereto which I (we) will place, buy, sell or hold for my (our) account and reserves the right to cease accepting orders for additional securities, options or contracts related thereto from me (us) at any time.

15. COMMISSIONS, FEES AND CHARGES — I (we) agree that commissions and fees will be charged to my (our) account in accordance with ProEquities' policy. Commissions and fee amounts may be changed from time to time by ProEquities without notice to me (us). Such fees may include, but are not limited to, to annual check writing and debit card fees on Corestone accounts, wire fees, check stop payment fees, returned check fees, ACH return fees, security transfer and redemption fees, reorganization processing fees, trade confirmation fees, outgoing account transfer fees, margin extension fees, margin debit interest, IRA annual maintenance fees, IRA termination fees, amounts charged to produce yearend statements and account reports, paper surcharge fees foreign security transaction fees, initial document review and ongoing annual service fees for special products, including but not limited to limited partnerships, mail courier fees, bank charges and/or transactions charges related to processing. These charges are assessed against your account and may consist of both charges that ProEquities pays to Pershing or third parties as well as additional charges that ProEquities assesses for these account services. ProEquities may also mark up any other charges passed through by Pershing or other third parties but not specifically identified above. I (we) agree that if payment is not made by settlement date for securities purchased by me (us) in a cash account, to the extent provided by law, a late charge may be imposed at the maximum rate of interest permitted by law from the settlement date to the date of payment.

16. CASH PAYMENTS — ProEquities may receive cash payments from Pershing in the form of rebates and incentives for distribution assistance (including asset levels maintained in certain money market sweep funds), and participation credits (monthly margin debit interest, free credit interest rebates and account inactivity fee rebates) on certain account balances. ProEquities may also from time to time receive special incentives from Pershing for its participation in temporary marketing programs. Examples of prior programs include incentives to increase the number of incoming account transfers and retirement account openings. Because ProEquities receives rebates and incentives from Pershing as described above, ProEquities has a financial interest in recommending that you allocate a portion of your assets to certain money market sweep funds. ProEquities may also participate in temporary marketing programs for which it receives rebates and incentives from Pershing, and therefore may have a financial interest in recommending to you products or services included within the temporary marketing program. You should understand that you may choose to allocate your assets to money market sweep funds that do not produce a cash incentive for ProEquities and you may choose not to participate in any temporary marketing program.

17. CERTIFICATES OF DEPOSIT RISK DISCLOSURE — We accept certain risks associated with purchasing CDs from ProEquities, Inc. We recognize that the amount deposited into a bank whose CD we are purchasing may be the maturity value of the CD minus the commission charged by the broker. We understand and accept the risk resulting from the fact that ProEquities, Inc. does no due diligence regarding the financial soundness of banks who's CDs they offer to us; we are relying solely on our own judgment in buying a CD through ProEquities. We accept all additional risks associated with CD purchases, including:

(1) The risk of our CD investments exceeding the FDIC insurance limit per institution. We assume all responsibility for ensuring that the CDs in our portfolio don't "overlap" with each other such that the FDIC limit per institution is exceeded.

(2) The risk of an issuing bank's default before the CD has accrued sufficient interest to "earn back" the commission paid for the CD, thereby resulting in a principal loss.

(3) Any other risk, seen or unforeseen, associated with our CD portfolio.

18. ATTORNEY'S FEES — Any expense, including costs and attorney's fees, incurred by ProEquities in collection of a deficit from me (us) or in enforcing ProEquities' rights under this agreement, shall be borne by me (us).

19. RATIFICATION OF PRIOR TRANSACTIONS — All transactions and dealings with ProEquities before the execution of this agreement are hereby ratified by me (us) and I (we) hereby agree that all such transactions and dealings are subject to all terms and provisions of this agreement as if they had taken place after the execution hereof.

20. ARBITRATION DISCLOSURES

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

(1) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

(2) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

(3) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

(4) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

(5) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

(6) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

(7) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

INSTITUTIONAL NEW ACCOUNT FORM

21. AGREEMENT TO ARBITRATE CONTROVERSIES

IT IS AGREED THAT ANY CONTROVERSY BETWEEN US ARISING OUT OF YOUR BUSINESS OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), AND IN ACCORDANCE WITH ITS RULES. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED, (II) THE CLASS ACTION IS DECERTIFIED; OR (III) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT TO THE EXTENT STATED HEREIN.

DEFINITIONS OF INVESTMENT OBJECTIVES:

- **INCOME** — The account generally seeks current income (such as dividends and interest) and preservation of capital (The amount invested); little emphasis on growth (capital appreciation). Typical investments include money market funds, bonds and some dividend-paying stocks. Some risk of loss of capital.
- **GROWTH & INCOME** — The account generally seeks both current income and growth in value through capital appreciation. Typical investments include bonds and dividend-paying stocks. Greater risk of loss of capital and volatility of returns than accounts with an income objective.
- **LONG-TERM GROWTH** — The account generally seeks growth in value over an extended period, primarily through capital appreciation; little emphasis on current income. Typical investments include stocks that pay low or no dividends. Greater risk of loss of capital and volatility of returns than accounts with an income or growth & income objective, but with the potential for higher returns.
- **SHORT-TERM TRADING** — The account generally seeks returns on the amount invested through frequent, speculative trades in stocks and other investments. A high-risk strategy that can result in very volatile gains and losses, and in loss of all or most of the capital invested.

DEFINITIONS OF INVESTMENT STRATEGIES

- **BUY AND HOLD** — A passive strategy whereby investments are purchased and held for a long period of time, regardless of fluctuations in the market. An investor who employs a buy and hold strategy is not concerned with short-term price movements and technical indicators.
- **ASSET ALLOCATION** — A strategy focused on maximizing gains while minimizing risks in an investment portfolio. Asset allocation involves dividing a portfolio's assets on a percentage basis among different broad categories of investments, including stocks, bonds and cash.
- **HEDGING** — A strategy that seeks to either reduce exposure to market risk and volatility or to lock in profits by purchasing two securities with negative correlations.
- **DIVERSIFICATION** — A strategy whereby a wide variety of asset classes are purchased to smooth out unsystematic risk (credit risks, company risks, etc.) events, so that the positive performance of some investments will neutralize the negative performance of others.
- **INCOME GENERATION** — A strategy focused on purchasing investments that pay high level of current income from dividends and interest.
- **TAX ADVANTAGED INVESTING** — A strategy based on investing in securities that are either exempt from taxation, tax-deferred or offers other types of tax benefits. Examples of tax advantaged investments are municipal bonds, partnerships, UITs and annuities.
- **NO SPECIFIC STRATEGY BEING USED**



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**IMPORTANT INFORMATION ABOUT PROCEDURES
FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (individual accounts only), and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



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U.S. Bank National Association (“USBNA”) Safekeeping Agreement / W-9

Account Number _____

New Account

Update Existing Account

By signing below, Customer acknowledges having read and understood the terms and conditions set forth in the attached Customer Agreement, Terms and Conditions of Electronic Delivery.

CUSTOMER INFORMATION PROFILE	
Legal Name	_____
Joint legal name	_____
Mailing Address	_____
City, State, ZIP	_____
Legal Address	_____
City, State, ZIP	_____
Phone Number	_____
Fax Number	_____
Email Address	_____
Federal Tax ID	_____ <input type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt

REGISTRATION TYPE*
<input type="checkbox"/> Corporation / LLC <input type="checkbox"/> Bank/Financial Institution
<input type="checkbox"/> Partnership
<input type="checkbox"/> Non-Profit / Trust
<input type="checkbox"/> Government
<input type="checkbox"/> Individual
<input checked="" type="checkbox"/> Other: <u>Municipality</u>

*Include investment resolution, partnership, trust or other supporting documents with application.

PERSONS AUTHORIZED TO TRANSACT BUSINESS**			
Name	Title	Phone Number	Email Address

**If more than four, attach additional page. Designations of persons authorized to transact business shall remain in effect until USBNA is notified otherwise in writing.



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**** USBNA SETTLEMENT ACCOUNT OR WIRE INSTRUCTIONS**

Depository Institution	Federal Reserve ABA Number*	DEPOSIT ACCOUNT NUMBER
US BANK		
Account Type	<input type="checkbox"/> Checking Account (DDA) <input type="checkbox"/> Money Market/Savings	
Additional Wire Instructions:		

CONSENT TO ELECTRONIC DOCUMENT DELIVERY

Check one: Customer elects to receive all disclosures, notices and account information via electronic document delivery. Customer acknowledges that if specific materials are not made available by USBNA in electronic form, Customer will continue to receive such information via non-electronic delivery methods (fax, regular U.S. mail, etc.).

Customer elects to receive all account information via non-electronic delivery methods (fax, regular U.S. mail, etc.).



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SUBSTITUTE FORM W-9

Under penalties of perjury, the Customer certifies that:

1. The number shown on this form is the Customer's correct taxpayer identification number.
2. Customer is not subject to backup withholding because (a) Customer is exempt from backup withholding, or (b) Customer has not been notified by the Internal Revenue Service (IRS) that Customer is subject to backup withholding as a result of failure to report all interest dividends, or (c) the IRS has notified Customer that Customer is no longer subject to backup withholding.
3. Check one: Customer is a U.S. person (including a U.S. resident alien)
 Customer is not a U.S. person (please submit IRS Form W-8).
4. Customer is exempt from backup withholding (selecting "YES" means Customer will not receive 1099 forms, as USBNA will not be reporting account information to the IRS) YES: NO:
5. Customer is foreign reportable under W8-EXP, W-8 IMY, W-8BEN, W-8 ECI. YES: NO:
6. Check appropriate box for federal tax
Classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____
 Other _____

Certification Instructions. Customer must cross out item 2 above if Customer has been notified by the IRS that it is currently subject to backup withholding because of failing to report all interest and dividends on a Customer's tax return.

The Internal Revenue Service does not require the Customer's consent to any provision of this document other than the certifications required to avoid backup withholding #2, and #6

SIGNATURES

X	X
Authorized Customer(s) Date	USBNA Safekeeping Date
Authorized Joint Customer(s) Date	

INVESTMENT RESOLUTION

CITY OF KELSO
(Name of Municipality)

RESOLVED, that any 1 of the officers of this corporation designated below:
(number)

Finance Director/City Clerk/Treasurer

is/are authorized, on behalf of and in the name of this municipality, (a) to direct, orally or in writing or electronically or through any other medium agreed to by said officer(s) and the Corporate Treasury Division of U.S. Bank N.A. ("Treasury"), the opening of an investment account and the investment of corporate funds in securities and/or time deposits with and/or through the Treasury through such account; (b) to execute, on behalf of the corporation, contracts or agreements in connection with such investment account in the usual form provided by the Treasury for such accounts generally; (c) to receive in respect of said Investment account confirmations, receipts, notices, demands, reports, and communications of any kind; (d) to receive in respect of said investment account money, securities, time deposits, and property of every kind, and to dispose of same; (e) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the corporation; and (f) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Treasury, the debiting and/or crediting by the Treasury of this corporation's deposit account(s) at any financial institution for the purpose of effecting such transaction.

FURTHER RESOLVED, that the Finance Directors of this municipality is authorized and directed to certify to the Treasury the foregoing resolutions and that the provisions thereof are in conformity with the attached resolution. This certifies that the names of the persons now holding the offices referred to above and any changes hereafter in the persons holding said offices together with specimens of the signature of such present and future officers.

FURTHER RESOLVED, that the authority granted to the officers of this municipality shall continue in full force and effect, and the Treasury may rely thereon in dealing with such officers, unless and until written notice of any change in or revocation of such authority shall be delivered to the Treasury by an officer or director of this entity, and any action taken by said officers and relied on by the Treasury pursuant to the authority granted herein to its receipt of such written notice shall be fully and conclusively binding on this corporation.

FURTHER RESOLVED, that the actions of any officer of this municipality heretofore taken in opening an investment account with the Treasury and in the investment of municipal funds

through such account, be, and the same hereby are in all respects, ratified, confirmed, and approved.

CERTIFICATE

I hereby certify that I am the duly appointed, qualified and acting FINANCE DIRECTOR for the City of Kelso, a municipality organized and existing and in good standing under the laws of the State of Washington:

I further certify that set forth below are the true titles, names and genuine signatures of the duly elected or appointed, qualified and acting officers of the municipality presently holding such offices who are authorized:

NAME*SIGNATURE*

Brian Butterfield, Finance Director: _____

* Only the names and signatures of officers who will act in this transaction need be inserted.

IN WITNESS WHEREOF, I have affixed by name in my official capacity as
City Manager

_____ Steve Taylor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Tam O'Shanter Park Reservation
JH Kelly Annual Company Picnic
Alcohol Use

Agenda Item: _____

Dept. of Origin: Park & Recreation Division

For Agenda of: May 21, 2013

Cost of Item: N/A

City Manager: Steve Taylor

PRESENTED BY:

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

AGENDA ITEM ATTACHMENTS:

Paid Outdoor Facility Request Application
Certificate of Liability Insurance
Summerland Enterprises:

Washington State Business License – Spirits/BR/WN and Catering Endorsements #079566

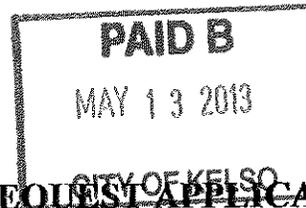
SUMMARY STATEMENT:

An Outdoor Facility Request Application packet was received and facility use fees paid by JH Kelly, May 13, 2013 for reserving the Tam O'Shanter Park from 6:00am to 7:00pm on August 10, 2013 for their annual company picnic. They are requesting approval for the use of alcohol from 12:00pm to 6:00pm.

JH Kelly will follow previous year's security protocol and as requested, have provided the city the proper insurance and alcohol endorsement documentation. Alcohol use shall be in full compliance with city and state statutes. Summerland Enterprises, who will be providing the catering and alcohol, hold both a current City of Kelso Business License #33197 and a State of Washington Business License (see attached).

RECOMMENDED ACTION:

Staff recommends council make a motion approving the use of alcohol during the JH Kelly company picnic August 10, 2013.



OUTDOOR FACILITY RESERVATION REQUEST APPLICATION

APPLICANT INFORMATION

Name of Organization: <u>JH Kelly</u>	Non-Profit: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes and my State ID# is:		
Name of Applicant: <u>Traci Rogan</u>			
Address: <u>821 3rd Ave</u>	City: <u>Longview</u>	State: <u>WA</u>	Zip: <u>98632</u>
Type of Event: <u>Annual Company Picnic</u>	Contact Phone: <u>575-3160</u>		
Date(s) Requested: <u>Aug 10th, 2013</u>	Time (includes set up, take down, and cleaning) From: <u>6:00 am</u> To: <u>7:00 pm</u>		

FACILITY REQUESTED

Tam O'Shanter Park Rotary Park Other:

*** Entire facility ***

FACILITY USE FEES

Prices are for four (4) hours of use, or part thereof.

	Rotary Park	Tam O'Shanter
Non-Profit	\$30.00	\$50.00
Private/Business	\$60.00	\$100.00
Community/Special Events	To be determined based on use, facility impact, and liability. May be subject to a deposit.	
Non-Resident Fee	\$10.00	

APPLICATION AGREEMENT

The permittee agrees to defend, indemnify and hold harmless the City of Kelso and its officials, employees and agents from any damage claim or lawsuit for injury, illness, damage or other loss incurred during the period covered by this permit, except for injuries or damages caused by the sole negligence of the city. The permittee further states that he/she has read and fully understands the facility rules and regulations and agrees to abide by and enforce same.

Traci Rogan

Signature of Applicant/Permittee:

5-8-2013

Date:

RESERVATION EXPECTATIONS

The City will provide the following service for reserved sites:

- Stocked Restrooms Posted Reservation Area Check-in with staff at reservation start time.

If you experience any issues with your reservation please call: 957-7504

FOR OFFICIAL USE ONLY

Facility Use Fee:	\$ <u>1200⁰⁰</u>	<input checked="" type="checkbox"/> Insurance Required <input checked="" type="checkbox"/> + Liquor License	<input type="checkbox"/> Insurance Received
Non-Resident Fee:	\$ <u>-</u>		
Deposit/Insurance:	\$ <u>- *</u>	Fee Payment and Application Deadline:	<u>June 1, 2013</u>
Total Due:	\$ <u>1200⁰⁰</u>	Date Sent:	<u>1/1/13</u>
Comments: <u>* Insurance Certificate Required</u>		Date Fees Paid:	Approval: <u>MC</u>
			Receipt#: <u>292518</u>

(CONTINUED - PLEASE TURN OVER)

Kelso Parks and Recreation Department
OUTDOOR FACILITY REQUEST APPLICATION

OUTDOOR SUPPLEMENTAL FACILITY USE INFORMATION

Estimate number to attend: <i>1000</i>	Is the event open to the public? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will you be charging a fee or accepting donations? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Is the event a fundraiser? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will there be products or merchandise sold? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Will alcoholic beverages be served? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes during this time: <i>12-6 pm</i>
Will there be amplified music/sound? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes during this time: <i>11-6</i>	Will there be a: <input checked="" type="checkbox"/> DJ <input type="checkbox"/> Band <input type="checkbox"/> Portable Music System
Is food being served? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Is food being sold? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will electrical outlets be needed? (Limited availability) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Will tents, canopies or other structures be set up? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will there be any candles, fire or other open flame? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>* Cabana company uses a propane grill</i>	
<i>Please Note: Groups must inform the Kelso Parks and Recreation Department of any special equipment or activity that may be used or occur during your facility rental. The city reserves the right to require additional insurance and additional fees depending on the type of activity planned. Additional requirements may be required for special or community events such as security, additional garbage cans, city staff, or other measures that will ensure safety and be compatible with the facility and other park use. Thank you.</i>	
Please list other specific information or details about your event that are important: <i>* Security provided by KPD Reserves.</i>	
<i>* Gate passes required x access to park.</i>	
<i>* Free cab service for all attendees.</i>	
<i>* Same format as last several years.</i>	

FACILITY USE PAYMENT INFORMATION

1. All facility rental fees are to be paid, and other requirements must be met, 30 days prior to the event by the person signing the application or the rental is canceled. Use is not approved until a Facility Use Rental Permit is issued.
2. Canceled facility or park rental prior to 30 days before the event will be refunded the rental fee only. Cancellations within 30 days of the use will not receive the rental fee back.
3. Intended for single facility use with ongoing/regular use arranged through an agreement.
4. The fee charged/requirements set to the user is based on the following categories:
 - Nonprofit** – Those groups, organizations or agencies with 501(c)(3) or schools which sponsor activities for the good of the community, which do not generate a profit. Intended for organization member use. Excludes fundraising events and events open to general public (activities, events, programs, services, ceremonies, or other gatherings – see events below).
 - Private** – Individual or family weddings, birthdays, anniversaries, parties, gatherings and other use not open to the public.
 - Business** – Those individuals, groups, organizations, agencies and businesses that sponsor activity for the purpose of conducting business. Intended for members and not events open to the general public. No profit generating, marketing or promotion, sales products or merchandise is permitted.
 - Special or Community Event** – Activities, events, programs, ceremonies, meetings, services, or other gatherings conducted by qualifying nonprofit organizations or government agencies that are described above and open to the general public. Submit for considerations. Additional requirements may be required (trash service, restroom service, security, insurance and other items).
 - Residents** - are people residing or owning property within Kelso city limits.
5. A refundable cleanup/damage deposit may be required. If facility or park area is left clean and undamaged and user does not exceed approved time or conduct activities that have not been approved, the deposit will be refunded. Deposits are not refunded for canceled rental. If policies, procedures or rules are not followed, or if security or maintenance is required, the refund may not be returned. Refunds may take up to 30 days to receive.
6. Checks may be made out to City of Kelso by the person signing the application. Payments can also be made, in person at our Finance Department, with a Debit card.

VENDOR NO. 17127 VENDOR NAME KELSO PARKS & RECREATION



CHECK NUMBER 115764

Reference	Date	Description	Gross	Discount	Retention	Net Amount
PICNIC13	05/09/13		1,200.00	0.00	0.00	1,200.00

5/13/13 OFFICIAL RECEIPT 292518
 16:16:19 City of Kelso
 P.O. Box 819
 Kelso, WA 98626

FROM: JH KELLY
 TAMO 8/10/13-ALL DAY

ACCOUNT NUMBER	_____	TYPE
DESCRIPTION	_____	AMOUNT
	PF	1200.00
JH KELLY		-----
Park & Rec Fees		1200.00
TOTAL:		-----
		1200.00

TYPE:CHECK #115764

CLERK:TAMI

Vendor No.		Net Amount
17127		1,200.00

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation	Workers Compensation - Statutory
CARRIER: Liberty Insurance Corporation	EL Each Accident: \$1,000,000
POLICY TERM: 05/01/2013 – 05/01/2014	EL Disease – Policy Limits: \$1,000,000
POLICY NUMBER: EW766N066330023 - WA	EL Disease – Each Employee: \$1,000,000



STATE OF
WASHINGTON

BUSINESS LICENSE

Domestic Profit Corporation

Unified Business ID #: 603 005 555

Business ID #: 1

Location: 1

Expires: 04-30-2014

SUMMERLAND ENTERPRISES INC
FIRE MOUNTAIN GRILL/SUMMERLAND CATERING SERVI
15000 SPIRIT LAKE HWY # A
TOUTLE WA 98649 9628

TAX REGISTRATION
SPIRITS/BR/WN REST SERVICE BAR
#079566
CATERER'S DUPLICATE #079566
CATERING #079566

INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:
LONGVIEW GENERAL BUSINESS #765945

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Addendum to 2010 and 2011 Interlocal Agreements
Cowlitz County – Airport Stop Way (Runway
Extension)

Agenda Item: _____

Dept. of Origin: Public Works Department

For Agenda of: May 21, 2013

Cost of Item: _____

PRESENTED BY:

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

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

2010 and 2011 Interlocal Agreement Addendum between Cowlitz County and the City of Kelso

SUMMARY STATEMENT:

The City of Kelso was awarded a total of \$450,000 in grants in 2010 and 2011 from Cowlitz County to complete a 603 foot extension to the airport runway. The extension is technically termed a stopway. This additional length will allow flexibility in the use of twin engine aircraft at the Southwest Washington Regional Airport (BII Class).

Due to extensive delays, we are requesting an extension of time to complete the project. All other terms of the Interlocal Agreements dated July 20, 2010 and August 16, 2011 will remain the same.

RECOMMENDED ACTION:

Staff recommends council make a motion approving City of Kelso to amend the Interlocal Agreement with Cowlitz County regarding the Southwest Washington Regional Airport Runway Extension and to allow the City Manager to sign the second addendum to each.

AGENDA SUMMARY

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

Re: Second Addendum to Interlocal
Agreements – City of Kelso (2010 & 2011)
Rural Development Funding
Runway Extension Project

Staff: _____

Agenda Item No. _____
Dept. of Origin: Office of Financial Management
Date Submitted: June xx, 2013
For Agenda of: June xx, 2013
Expenditure Required: \$450,000
Amount Budgeted: \$ Sufficient
Budget Action Required: None

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

List of Exhibits:

- City of Kelso Interlocal Agreement dated 7/20/2012
- City of Kelso Interlocal Agreement dated 8/16/2011
- Addendum #1 dated 10/4/2011
- Addendum #2

Summary Statement:

On July 20, 2010, the Board of Commissioners awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$150,000 as part of the cost to construct a runway extension at the Southwest Washington Regional Airport. On August 16, 2011, the Board of Commissioners awarded the City of Kelso an additional sum of \$300,000 for the runway extension project. On October 4, 2011, the Interlocal Agreements for the project were amended to, among other things, extend the date for project completion.

The City of Kelso has requested an additional extension of time to complete the project. All other terms of the Interlocal Agreements dated July 20, 2010 and August 16, 2011 will remain the same.

Recommendation:

The Office of Financial Management recommends the Board of Commissioners approve the amendments to the Interlocal Agreements between the City of Kelso and Cowlitz County, dated July 20, 2010 and August 16, 2011, as previously amended, to provide for an extension of time for project completion for the construction of the runway extension at the Southwest Washington Regional Airport.

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

This Addendum shall be attached to and made a part of the agreement between COWLITZ COUNTY and the CITY OF KELSO, dated July 20, 2010, previously amended on October 4, 2011.

WHEREAS, the parties have previously entered into an Agreement whereby the County is provided funding assistance to the City for construction of a runway extension at the Southwest Washington Regional Airport, said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the City, dated March 19, 2010 (the "project"); and

NOW, THEREFORE, in accordance with the agreement between the parties dated July 20, 2010, as amended, the parties agree that Paragraphs 3 and 5 (superseded language identified by strikeout) of the "AGREEMENT" section shall be amended to read as follows:

3. Construction: The City agrees to perform the environmental work and complete the project design no later than ~~February 28, 2013~~ June 30, 2014. The County shall have no responsibility for the design, construction or management of said project. The City shall have the sole authority to determine its design, construction and project management and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

5. Budget: The total estimated cost for the project is \$1,280,000. The design and environmental review portion of the project is anticipated to be completed no later than ~~February 28, 2013~~ June 30, 2014. Actual construction costs will be based upon contracts let for public bid pursuant to law. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the city hereby warrants and guarantees that the said project environmental and design work shall be completed for use as described herein notwithstanding any cost overruns incurred in the course of design, construction or project management.

All other terms and conditions of the Interlocal Agreement dated July 20, 2010, as amended, shall otherwise remain the same.

COWLITZ COUNTY, WASHINGTON

CITY OF KELSO

Michael A. Karnofski, Commissioner

Steve Taylor, City Manager

James R. Misner, Commissioner

Attest:

Dennis P. Weber, Commissioner

Brian Butterfield, Clerk/Treasurer

Attest:

Approved as to form:

Vickie M. Musgrove,
Clerk of the Board

Janean Parker, City Attorney

Approved as to form:

Douglas E. Jensen, Chief Civil
Deputy Prosecuting Attorney

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

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NOW, THEREFORE, in accordance with the agreement between the parties dated July 20, 2010, the parties agree that Paragraphs 2, 3, and 5 (superseded language identified by strikeout) of the "AGREEMENT" section shall be amended to read as follows:

2. Purpose: The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for construction of a runway extension at the Southwest Washington Regional Airport, including the costs of design and environmental reviews. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the City, dated March 19, 2010 (the "project").

3. Construction: The City agrees to, ~~construct and complete the project described here in, no later than August 31, 2011~~ perform the environmental work and complete the project design no later than February 28, 2013. The County shall have no responsibility for the design, construction or management of said project. The City shall have the sole authority to determine its design, construction and project management and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

5. Budget: The total estimated cost for the project is ~~\$600,000~~ \$1,280,000. The design and environmental review portion of the project is anticipated to be completed no later than ~~August 31, 2011~~ February 28, 2013. Actual construction costs will be based upon contracts let for public bid pursuant to law. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the city hereby warrants and guarantees that the said project environmental and design work shall be completed for use as described herein notwithstanding any cost overruns incurred in the course of design, construction or project management.

All other terms and conditions of the Interlocal Agreement dated July 20, 2010, shall otherwise remain the same.

COWLITZ COUNTY, WASHINGTON

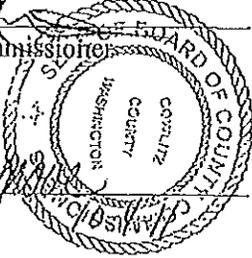
George Raiter
George Raiter, Commissioner

Michael A. Karnofski
Michael A. Karnofski, Commissioner

James R. Misner
James R. Misner, Commissioner

Attest:

Vickie M. Musgrove
Vickie M. Musgrove,
Clerk of the Board



Approved as to form:

Monty Cobb
Monty Cobb,
Deputy Prosecuting Attorney

CITY OF KELSO

Denny Richards
Denny Richards, City Manager

Attest:

Brian Butterfield
Brian Butterfield, Clerk/Treasurer

Approved as to form:

Janean Parker
Janean Parker, City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Cowlitz County, Washington, a political subdivision of the State of Washington, acting by and through its Board of Commissioners, (the "County") and the City of Kelso, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Cowlitz County, Washington, (the "City"), on the date shown below.

RECITALS

1. County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Cowlitz County Code Chapter 3.21, as amended. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas. County has agreed to pay over to the City a portion of the proceeds of said tax revenues to assist the City in the construction of a runway extension at the Southwest Washington Regional Airport. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted by the City, dated March 19, 2010. The contribution to the City from County tax proceeds for this project will be in the amount of \$150,000.00.

The City's project is listed in the Comprehensive Economic Development Strategy for Cowlitz and Lewis Counties 2009-2013 as developed by the Cowlitz and Lewis County Economic Development District (CLEDD). This project is also listed in the County's Capital Facilities Plan, as amended.

2. The City has the appropriate statutory authority pursuant to RCW Title 35A.11, and is ready, willing, and able to complete the project described herein, and the parties are entering into this Agreement to carry out such purpose.

3. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

AGREEMENT

For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Effective Date/Duration: This Agreement shall be effective upon execution by both parties.
2. Purpose: The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for construction of a runway extension at the Southwest Washington Regional Airport. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the City, dated March 19, 2010 (the "project").
3. Construction: The City agrees to design, construct and complete the project described herein, no later than August 31, 2011. The County shall have no responsibility for the design, construction or

management of said project. The City shall have the sole authority to determine its design, construction and project management, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

4. Financing: Pursuant to this Agreement, County shall pay to the City the sum of \$150,000, on or before May 31st, 2011. Such funds shall be invested by the City until needed for project costs. All funds distributed to the City pursuant to this agreement, including interest accruing on the investment of such funds, shall be restricted solely for payment of costs incurred in connection with the project.

5. Budget: The total estimated cost for the project is \$600,000. The project is anticipated to be completed not later than August 31, 2011. Actual construction costs will be based upon contracts let for public bid pursuant to law. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the City hereby warrants and guarantees that the said project shall be completed for use as described herein notwithstanding any cost overruns incurred in the course of design, construction or project management.

6. Repayment Guarantees: In the event that tax proceeds have been disbursed to the City and the project does not proceed or is not completed as anticipated, the City hereby guarantees that it will refund to the County all such proceeds disbursed to it, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool, provided that the City may deduct such amounts as it shall have applied to the project through the date on which a decision is made not to proceed with or to abandon the project.

7. Termination: Neither the County nor the City may terminate this Agreement until the project is complete and payment for said project is fully satisfied.

8. Indemnification: The City shall be solely responsible for administration of the project. In further consideration of the above described transfer of tax proceeds, the City shall defend, indemnify and hold harmless the County from and against all claims, whether sounding in contract or in tort, arising out of or in any way related to the project. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

9. Duty to Submit Agreement to Jurisdictional State Officer or Agency: The requirements of R.C.W. 39.34.050 does not apply to this Agreement as no State Officer or Agency have control over the subject matter of this Agreement.

BOARD OF COMMISSIONERS OF
COWLITZ COUNTY, WASHINGTON

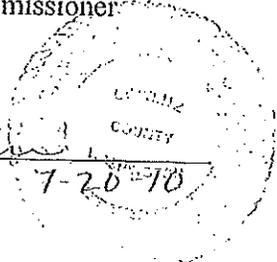
George Raiter
George Raiter, Commissioner

Axel Swanson
Axel Swanson, Commissioner

Kathleen A. Johnson
Kathleen A. Johnson, Commissioner

Attest:

Jeffery Distriche
Acting
Clerk of the Board



Approved as to form:

Ronald S. Marshall
Ronald S. Marshall,
Deputy Prosecuting Attorney

CITY OF KELSO

Denny Richards
Denny Richards, City Manager

Attest:

Brian Butterfield
Brian Butterfield, Clerk/Treasurer
Carol Bradbury
Carol Bradbury, Deputy City Clerk

Approved as to form:

Janean Parker
Janean Parker, City Attorney

AGENDA SUMMARY

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

Re: Second Addendum to Interlocal
Agreements – City of Kelso (2010 & 2011)
Rural Development Funding
Runway Extension Project

Staff: _____

Agenda Item No. _____
Dept. of Origin: Office of Financial Management
Date Submitted: June xx, 2013
For Agenda of: June xx, 2013
Expenditure Required: \$450,000
Amount Budgeted: \$ Sufficient
Budget Action Required: None
Clearance of other Departments Concerned: _____
Chief Civil Deputy Prosecuting Attorney'
has approved
Approved for Agenda: _____

List of Exhibits:

City of Kelso Interlocal Agreement dated 7/20/2012
City of Kelso Interlocal Agreement dated 8/16/2011
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Addendum #2

Summary Statement:

On July 20, 2010, the Board of Commissioners awarded Rural Economic Development Sales Tax proceeds to the City of Kelso in the amount of \$150,000 as part of the cost to construct a runway extension at the Southwest Washington Regional Airport. On August 16, 2011, the Board of Commissioners awarded the City of Kelso an additional sum of \$300,000 for the runway extension project. On October 4, 2011, the Interlocal Agreements for the project were amended to, among other things, extend the date for project completion.

The City of Kelso has requested an additional extension of time to complete the project. All other terms of the Interlocal Agreements dated July 20, 2010 and August 16, 2011 will remain the same.

Recommendation:

The Office of Financial Management recommends the Board of Commissioners approve the amendments to the Interlocal Agreements between the City of Kelso and Cowlitz County, dated July 20, 2010 and August 16, 2011, as previously amended, to provide for an extension of time for project completion for the construction of the runway extension at the Southwest Washington Regional Airport.

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

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

NOW, THEREFORE, in accordance with the agreement between the parties dated August 16, 2011, as amended, the parties agree that Agreement Paragraphs 3 and 5 (superseded language identified by strikeout) of the "AGREEMENT" section shall be further amended to read as follows:

3. Construction: The City agrees to perform the environmental work and complete the project no later than ~~February 28, 2013~~ June 30, 2014. The County shall have no responsibility for the design, construction or management of said project. The City shall have the sole authority to determine its design, construction and project management and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

5. Budget: The total estimated cost for the project is \$1,280,000. The project is anticipated to be completed no later than ~~February 28, 2013~~ June 30, 2014. Actual construction costs will be based upon contracts let for public bid pursuant to law. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the city hereby warrants and guarantees that the said project shall be completed for use as described herein notwithstanding any cost overruns incurred in the course of design, construction or project management.

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

COWLITZ COUNTY, WASHINGTON

CITY OF KELSO

Michael A. Karnofski, Commissioner

Steve Taylor, City Manager

James R. Misner, Commissioner

Attest:

Dennis P. Weber, Commissioner

Brian Butterfield, Clerk/Treasurer

Attest:

Approved as to form:

Vickie M. Musgrove,
Clerk of the Board

Janean Parker, City Attorney

Approved as to form:

Douglas E. Jensen, Chief Civil
Deputy Prosecuting Attorney

FIRST ADDENDUM TO THE
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2. Purpose: The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for construction of a runway extension at the Southwest Washington Regional Airport, including the costs of design and environmental reviews. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the City, dated March 30, 2011 (the "project").

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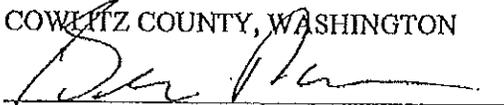
4. Financing: Pursuant to this Agreement, County shall pay to the City the sum of \$300,000, on or before ~~April 30, 2012~~ September 31st, 2011. Such funds shall be invested by the City until needed for project costs. All funds distributed to the City pursuant to this agreement, including interest accruing on the investment of such funds, shall be restricted solely for payment of costs incurred in connection with the project.

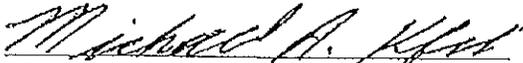
5. Budget: The total estimated cost for the project is ~~\$700,000~~ \$1,280,000. The project is anticipated to be completed no later than ~~August 31st, 2012~~ February 28, 2013. Actual construction costs will be based upon contracts let for public bid pursuant to law. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the city hereby warrants and guarantees that the said project shall be completed for use as described herein notwithstanding any cost overruns incurred in the

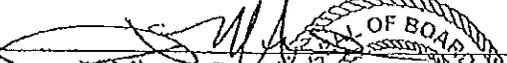
course of design, construction or project management.

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

COWLITZ COUNTY, WASHINGTON

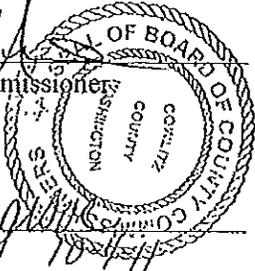

George Raiter, Commissioner


Michael A. Karnofski, Commissioner

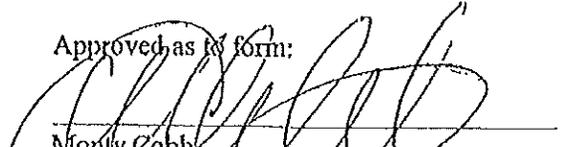

James K. Misner, Commissioner

Attest:


Vickie M. Musgrove,
Clerk of the Board



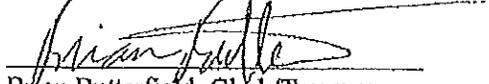
Approved as to form:


Monty Cobb
Deputy Prosecuting Attorney

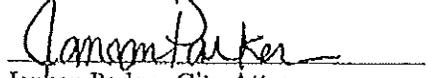
CITY OF KELSO


Denny Richards, City Manager

Attest:


Brian Butterfield, Clerk/Treasurer

Approved as to form:


Janean Parker, City Attorney

INTERLOCAL AGREEMENT

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RECITALS

1. County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Cowlitz County Code Chapter 3.21, as amended. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas. County has agreed to pay over to the City a portion of the proceeds of said tax revenues to assist the City in the construction of a runway extension at the Southwest Washington Regional Airport. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted by the City, dated March 30, 2011. The contribution to the City from County tax proceeds for this project will be in the amount of \$300,000.

The City's project is listed in the Comprehensive Economic Development Strategy for Cowlitz and Lewis Counties 2009-2013 as developed by the Cowlitz and Lewis County Economic Development District (CLEDD).

2. The City has the appropriate statutory authority pursuant to RCW Title 35A.11, and is ready, willing, and able to complete the project described herein, and the parties are entering into this Agreement to carry out such purpose.

3. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

AGREEMENT

For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Effective Date/Duration: This Agreement shall be effective upon execution by both parties.
2. Purpose: The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for construction of a runway extension at the Southwest Washington Regional Airport. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the City, dated March 30, 2011 (the "project").
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4. Financing: Pursuant to this Agreement, County shall pay to the City the sum of \$300,000, on or before April 30th, 2012. Such funds shall be invested by the City until needed for project costs. All funds distributed to the City pursuant to this agreement, including interest accruing on the investment of such funds, shall be restricted solely for payment of costs incurred in connection with the project.

5. Budget: The total estimated cost for the project is \$700,000. The project is anticipated to be completed not later than August 31, 2012. Actual construction costs will be based upon contracts let for public bid pursuant to law. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the City hereby warrants and guarantees that the said project shall be completed for use as described herein notwithstanding any cost overruns incurred in the course of design, construction or project management.

6. Repayment Guarantees: In the event that tax proceeds have been disbursed to the City and the project does not proceed or is not completed as anticipated, the City hereby guarantees that it will refund to the County all such proceeds disbursed to it, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool, provided that the City may deduct such amounts as it shall have applied to the project through the date on which a decision is made not to proceed with or to abandon the project.

7. Termination: Neither the County nor the City may terminate this Agreement until the project is complete and payment for said project is fully satisfied.

8. Indemnification: The City shall be solely responsible for administration of the project. In further consideration of the above described transfer of tax proceeds, the City shall defend, indemnify and hold harmless the County from and against all claims, whether sounding in contract or in tort, arising out of or in any way related to the project. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

9. Duty to Submit Agreement to Jurisdictional State Officer or Agency: The requirements of R.C.W. 39.34.050 does not apply to this Agreement as no State Officer or Agency have control over the subject matter of this Agreement.

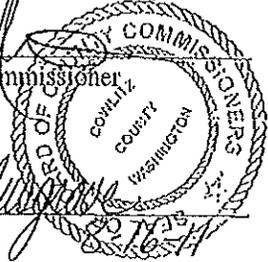
BOARD OF COMMISSIONERS OF
COWLITZ COUNTY, WASHINGTON

George Raiter
George Raiter, Commissioner

Michael A. Karnofski
Michael A. Karnofski, Commissioner

James R. Misner
James R. Misner, Commissioner

Attest:
Vickie M. Musgrove
Vickie M. Musgrove,
Clerk of the Board



Approved as to form:
Monty Cobb
Monty Cobb,
Deputy Prosecuting Attorney

CITY OF KELSO

Denny Richards
Denny Richards, City Manager

Attest:
Brian Butterfield
Brian Butterfield, Clerk/Treasurer

Approved as to form:
Jordan Parker
Jordan Parker, City Attorney

AGENDA SUMMARY SHEET

AGENDA ITEM: A resolution to amend
Resolution 92-666 Authorizing
Investment of Kelso Monies in the
Local Government Investment Pool.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 5/21/2013
ORIGINATING DEPT: Finance
DATE SUBMITTED: 5/15/2013
COST OF ITEM: N/A
AMT. BUDGETED N/A
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See Resolution

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

Originally, Resolution 92-666 authorized certain officer's of the City by name to deposit/withdraw City funds to and from the Washington State Local Government Investment Pool. This resolution authorizes officer's by job title to make deposits/withdrawals from the Pool.

Staff recommends adoption of the Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KELSO AMMENDING RESOLUTION NO. 92-666 AUTHORIZING INVESTMENT OF KELSO MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, a Local Investment Pool in the State Treasury was created for the deposit of money of a political subdivision for purposes of investment by the State Treasury; and

WHEREAS, the City of Kelso does hereby find the deposit and withdrawal of money in the Local Government Investment Pool in accordance with the provisions of this chapter for the purposes of investment as stated therein are in the best interest of the City of Kelso; and

WHEREAS, the City of Kelso previously, through resolution 92-666, authorized the deposit and withdrawal of Kelso monies in the Local Government Investment Pool in the State Treasury in accordance with this chapter for the purpose of investment as stated herein.

NOW THEREFORE, BE IT RESOLVED that the City of Kelso does hereby amend Resolution 92-666 to read as follows:

BE IT RESOLVED that the City of Kelso does hereby authorize the deposit and withdrawal of Kelso monies in the Local Government Investment Pool in the State Treasury in accordance with this chapter for the purpose of investment as stated herein.

BE IT FURTHER RESOLVED that the following Kelso City officers shall be authorized to order the deposit or withdrawal of monies in the Local Government

Investment Pool:

- *City Manager*
- *Finance Director*
- *Deputy City Clerk*

ADOPTED by the City Council and Signed by the Mayor this 21st of May, 2013.

MAYOR OF THE CITY OF KELSO

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY