

Kelso City Council Agenda

Regular Meeting, 6:00 pm
July 2, 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:

Major Dave Davis, Salvation Army

Call to Order:

Roll Call to Council Members:

1. Approve Minutes:

1.1. June 18, 2013 – Regular Meeting

2. Public Hearing:

2.1. Six Year Transportation Improvement Plan, 2014-2019

3. Consent Items:

3.1. Adoption – Formal Study, South Kelso Revitalization

3.2. Street Closure

3.2.1. Manasco Avenue, "July 4th 5K Run" Chamber of Commerce

3.3. Street Closure

3.3.1. West half of 300 & Pine Avenue, "75th Year of Business" Baker Lumber

4. Citizen Business:

5. Council Business:

5.1. Document Recording Fees Applications

5.1.1. Emergency Support Shelter

5.1.2. Community House on Broadway

5.2. FCS Group Rate Study

5.2.1. Proposed Agreement

5.2.2. Scope of Work & Budget

Kelso City Council Agenda

Regular Meeting, 6:00 pm
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203 S. Pacific
Kelso, WA 98626



6. Action/Motion Items:

- 6.1. Ordinance, 1st Reading
 - 6.1.1. Amendment - Investment of Funds Policy Chapter 3.38
- 6.2. Ordinance, 1st Reading
 - 6.2.1. Utility Business & Occupation Tax
 - 6.2.2. House Bill for SHB 1512
- 6.3. Ordinance, 1st Reading
 - 6.3.1. Adoption – 2012 International Building Codes & Fire Code
- 6.4. Resolution
 - 6.4.1. Adoption – Six Year Transportation Improvement Program, 2014-2019
- 6.5. Resolution
 - 6.5.1. Amendment – Employee Hand Book/Position Classification

Other Items:

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

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

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Lefebvre, 'Approve the Minutes of the 06/04/13 Regular Meeting. Councilmember Roberson commented that his report should state that it was the flag on the pole at the commons park and not the clock tower. Motion carried with the correction to Councilmember Roberson's report, all voting yes.

PUBLIC HEARING:

Six Year Transportation Improvement Program Amendment: Mayor Futcher opened the public hearing at 6:01 p.m. City Manager Steve Taylor commented that the proposed amendment is to reactivate the Yew Street Reconstruction Project back into the STIP in order to be eligible for available Federal Surface Transportation monies. There being no comments from the public, Mayor Futcher closed the public hearing at 6:05 p.m.

CONSENT AGENDA:

1. **Contract** – Engineering Services, Brownfield Site Cleanup, Maul Foster & Alongi, Inc.
2. **Auditing of Accounts:** \$ 1,874,355.72

Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$1,874,355.72,' motion carried, all voting yes.

CITIZEN BUSINESS:

Rick Von Rock, 400 N 7th Avenue. 1) Inquired about the status of the West Main Realignment Project. Mr. Taylor gave a brief update on the project. 2) Inquired about the Airport Runway Extension Project. Mayor Futcher commented that the City is waiting on the Federal Aviation Administration grants process. 3) He asked if the outcome of the state budget may have an effect on the STIP project. Mr. Taylor commented that the state budget will not have an effect because it is federal monies that will be funding the project.

COUNCIL BUSINESS:

Disc Golf Course at Tam O'Shanter Park Agreement Authorization: Upon motion by Councilmember Lefebvre seconded by Councilmember Roberson, 'Authorize the City Manager to enter into an Agreement with Interstate Pest Management.' Public Works Director David Sypher briefed the Council on the installation and maintenance agreement for the disc golf course. Discussion followed. Motion carried, all voting yes.

MOTION ITEMS:

Resolution No. 13-1089 – Six Year Transportation Improvement Program

Amendment: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Pass Resolution No. 13-1089, 'A RESOLUTION OF THE CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, ADOPTING AN AMENDMENT TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET IMPROVEMENTS.' Motion carried, all voting yes.

Ordinance No. 13-3799 – Zoning Amendments: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Adopt Ordinance No. 13-3799, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING PORTIONS OF THE ZONING ORDINANCE, TITLE 17, CHAPTERS 17.08 DEFINITIONS AND 17.15 PERMITTED, ADMINISTRATIVE AND CONDITIONAL USES, TO PROVIDE FOR NEW DEFINITIONS, ELIMINATE INCONSISTENCIES AND OMISSIONS, REFORMAT FOR EASIER UNDERSTANDING AND TO ALLOW FOR CERTAIN NEW PROVISIONS MORE PARTICULARLY DESCRIBED HEREIN.' Motion carried, all voting yes.

MANAGER'S REPORT:

Steve Taylor: 1) Commented that a final draft of the South Kelso Revitalization Study will be brought to Council on July 2nd for their consideration to adopt. 2) Provided an update report on the NPEDS Phase II Regulations lawsuit. The City contributed \$15,000 for the appeal. A second request for funding to continue the appeal in the amount of \$7,500 was recently received. **Upon motion by Councilmember Myers, seconded by Councilmember Lefebvre, 'Authorize the contribution in the amount of \$7,500 to continue the appeal for the proposed NPEDS Phase II Permit Regulations.'** Discussion followed. Motion carried, all voting yes.

STAFF REPORTS:

Finance Director Brian Butterfield: Gave an update report on the status of the annual audit.

Library Manager Cindy Donaldson: Reported that the 2013 Summer Reading Program "Dig into Reading" sign up begins today.

COUNCIL REPORTS:

Rick Roberson: Provided an update report on the last Cowlitz-Lewis Economic Development District Meeting.

Dan Myers: 1) Provided an update report on the last Cowlitz Wahkiakum Council of Governments Executive Committee Meeting. 2) Provided a brief report on the Great American Stations Civic Conversation that he recently attended.

Kim Lefebvre: No report.

Gary Schimmel: 1) Commented that the Kelso Library provides a variety of training events. The last one was regarding identity theft. 2) He commented that the library has a teen summer program. Ms. Donaldson commented that the weekly teen activity program begins next Tuesday. 3) Provided an update report on the last 911 Council Meeting.

Gary Archer: No report.

David Futcher: 1) Provided an update report on the last Airport Board Meeting.

EXECUTIVE SESSION:

The Council convened into Executive Session at 6:40 p.m. to discuss a potential minimum price for property. The Executive Session is expected to last approximately 10 minutes. No action will be taken and the attorney was not present.

The Council reconvened into Regular Session at 6:50 p.m.

There being no further business, Mayor Futcher adjourned the meeting at 6:50 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Public Hearing for Resolution to adopt the current
Six-Year Transportation Improvement Program
(2014-2019)

Agenda Item: _____

Dept. of Origin: Community Dev/Engineering

For Agenda of: July 2, 2013

Cost of Item: _____

PRESENTED BY:

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

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

SUMMARY STATEMENT:

A public hearing is required to adopt the Six-Year Transportation Improvement Program.

Details have been made available in the Council agenda packet, under Action Items.

RECOMMENDED ACTION:

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Adoption of the South Kelso
Revitalization Study

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ July 2, 2013

Originator: _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

The plan and supporting documents can be accessed by clicking [here](#)

SUMMARY STATEMENT:

At the council meeting on June 4, 2013, the MURP students from Portland State University presented their findings and recommendations from the Activate South Kelso project in the form of the South Kelso Revitalization Plan. The final plan was made available to council, stakeholders, and interested parties on June 11, 2013. Since that time the City has received no critical comments or concerns regarding the plan or its accompanying recommendations. Due to the high quality of the plan, the nature through which it was developed, and the lack of opposition staff would like to pursue several of the suggestions proposed and is therefore asking council to adopt the plan and the recommendations contained therein.

RECOMMENDED ACTION:

Move to adopt the South Kelso Revitalization Plan and the recommendations contained therein.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Chamber of Commerce July 4th 5K Run Event
Street Closure Request
Right-of-Way Permit Application No. ROW13-036

Agenda Item: _____

Dept. of Origin: Community Dev/Engineering

For Agenda of: July 2, 2013

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

- Right-of-Way Permit Application No. ROW13-036 Packet

SUMMARY STATEMENT:

A Right-of-Way Permit application was submitted by the Chamber of Commerce to Engineering, June 18, 2013. They are requesting an intermittent street closure of Manasco Dr. at the Azteca entrance to the Three Rivers Mall to allow the participants of the 5k Run/Walk event to access the dike trail without stopping. The event will be held on July 4th from 11:00 a.m. to 2:00 p.m. This application has been routed and was approved by the Police, C2FR, Operations and Engineering Departments.

Please note the following recommended conditions to be added to the 2011 permit upon approval:

1. The street will need to be accessible to emergency vehicles.
2. City of Kelso Operations Department will provide traffic control signs and barricades. The Chamber will retrieve them from the Operations Department on the 3rd and return them on the 5th. The Chamber is responsible for all traffic control as per attached approved plan.

Right-of-way permit issuance to coincide with issuance of Community Development's (approved) Temporary Use Permit.

RECOMMENDED ACTION:

Staff recommends council approve the proposed street closure request for the Chamber 5K Run/Walk event to be held July 4, 2013 from 11:00 a.m. to 2:00 p.m. with the listed conditions.



City of Kelso

Public Right of Way/Easement/City Property Work Permit Application (Per KMC 2.48.020)

RECEIVED
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ENGINEERING

JUN 18 2013

CITY OF KELSO

Permit #: RO2013-036
Parent App #: TEMP13-005

Questions and applications can be directed to the following: **Engineering**
203 S. Pacific Ave., Suite 205
Kelso, WA 98626
360.423.6590 (office)
360.423.6591 (fax)
engineering@kelso.gov

PROJECT SITE INFORMATION

Address/Location: Three Rivers Mall (351) Three Rivers Dr., Kelso WA Parcel #: 24024
Inside City Limits?: Yes No

PROPERTY OWNER

Business Name: Rouse Properties Contact Name: Linda Dilembo
Mailing/Billing Address: 313 Three Rivers Dr. City: Kelso State: WA Zip: 98626
Phone: 360-577-5218 Email: Linda.Dilembo@rouseproperties.com

APPLICANT (if different from property owner listed above)

Business Name: Kelso Longview Chamber of Commerce Contact Name: Brooke Fisher
Mailing/Billing Address: 1563 Olympia Way City: Longview State: WA Zip: 98652
Phone: 360-423-8400 Email: bfisher@kelso-longviewchamber.org

CONTRACTOR

Business Name: _____ Contact Name: _____
Mailing/Billing Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

WA State License # (Not UBI#): _____ Expiration Date: _____
City of Kelso Business License # (Permit cannot be issued until one is obtained): _____ Expiration Date: _____

PROJECT INFORMATION (Check all that apply)

Your Work Order #: _____ Start Date: 07/04/13 Duration: 11am - 2 pm

Description of all work to be done: Jingle in July 5k Run/Walk
Participants will be on mall property except to cross the street at
Manasao to get on Tam o' Shanter bike trail. Intermittent street closures.

Closure: (MUST SUBMIT FOR APPROVAL A TRAFFIC CONTROL PLAN BASED ON MUTCD STANDARDS)
 Sidewalk Street Both N/A

Construction:
 Sidewalk Wheelchair Ramps Driveway Approach Street N/A

Utility Connections/Construction:
Sanitary Sewer N/A
New service: (Mark type)
 Single Family Duplex Tri-Plex Four-Plex Apartments Total Units: _____ Commercial
Existing service:
 Cap sewer Lateral repair

Stormwater N/A
Acre size in square ft.: _____ Impervious area in square ft.: _____

Water N/A
New service: Domestic Irrigation New Meter #1 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10
 Fire service line size: _____ New Meter #2 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10
Existing service: Cap water Line repair Old Meter #1 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10
 Fire service line size: _____ Old Meter #2 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10

Other Work in the Right of Way: _____ Lineal ROW ft. affected: _____
 Cable Gas Phone PUD Tree/Shrub/Vegetation Removal
 Place Waste Control Drop Box Move Structure Other: _____



City of Kelso

Public Right of Way/Easement/City Property Work Permit Application (Per KMC 2.48.020)

FOR RECEIVED ONLY
ENGINEERING

JUN 18 2013

CITY OF KELSO

Questions and applications can be directed to the following:

Engineering
203 S. Pacific Ave., Suite 205
Kelso, WA 98626

360.423.6590 (office)
360.423.6591 (fax)
engineering@kelso.gov

APPLICATION SUBMITTAL REQUIREMENTS AND CHECKLIST

The following is a checklist of the required information for submitting a Right of Way permit application. The application will not be approved until ALL of the following information is submitted and determined technically complete.

- Application Form
 - Completed and signed.
- Letter of authorization from property owner if application form is signed by their authorized representative.
- Two (2) copies of the Site Plan showing the following:
 - Named streets
 - Access points
 - Utility locations
 - Site size
 - Site dimensions
 - Orientation relative to North
 - The location of existing structures, utilities, and other improvements on the site; if any
 - The locations and dimensions of the proposed development
 - Landscape plan (if applicable)
 - Traffic control plan (if applicable)

SIGNATURE OF AGREEMENT

I agree to perform the work in strict compliance with Kelso Municipal Code, Chapter 12.08 & 12.14, the special conditions enumerated herein and the attached conditions I have read and will adhere to the general provisions applicable to permits contained on this form.

Signature: Brooke Fisher Printed Name: Brooke Fisher Date: 06/13/13

You must contact our office 24 hours prior to work commencing at 360-423-6590

UNDERGROUND UTILITIES COORDINATING COUNCIL



Know what's below.
Call before you dig.

It's the law!
Per RCW 19.122

At least 2 days before you dig:
Call either: 811 or 1-800-424-5555
Or visit: www.callbeforeyoudig.org

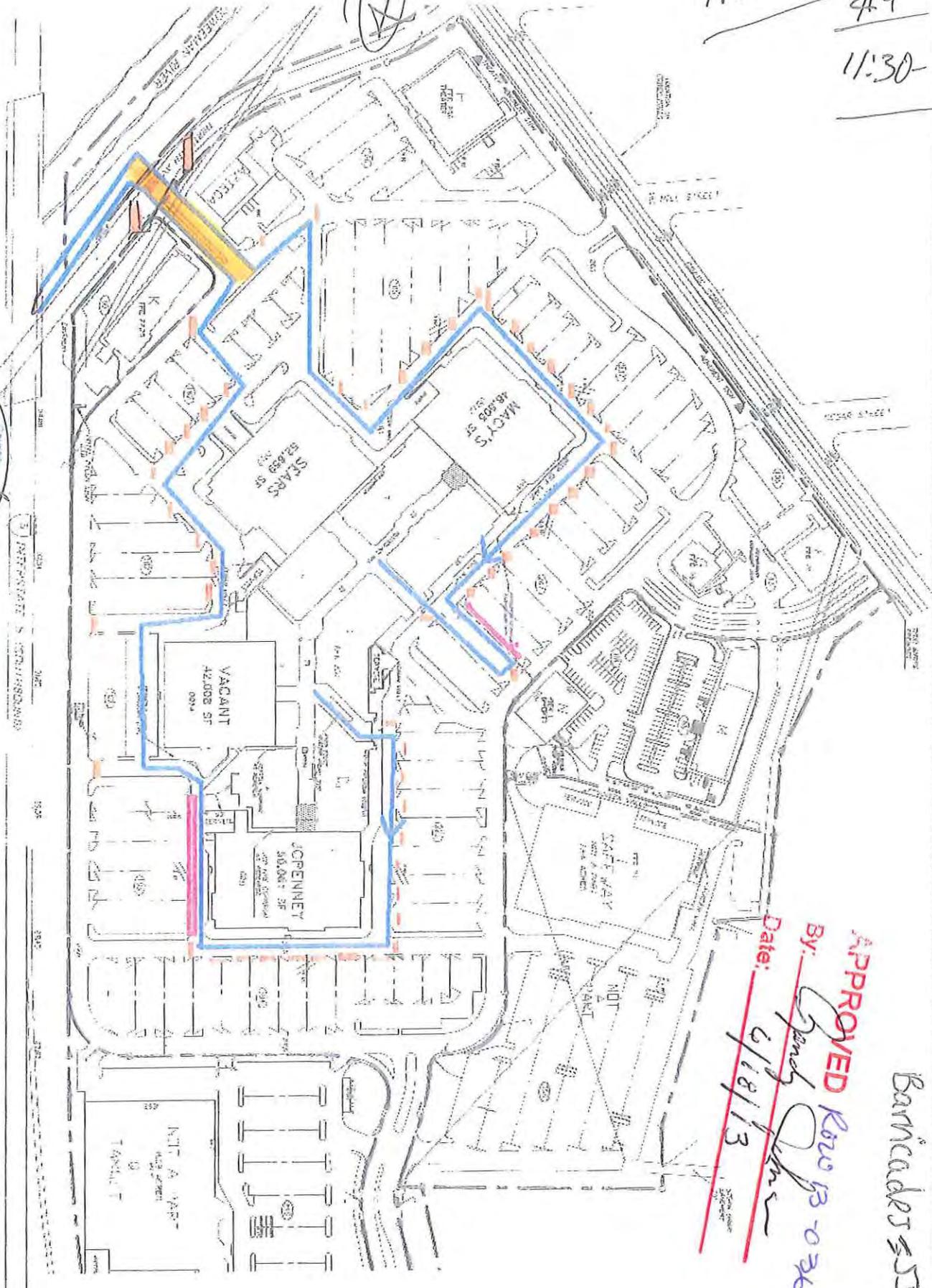
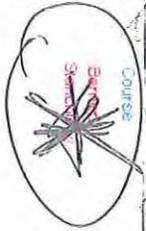
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KELSO ENGINEERING
PLANS ARE:
 APPROVED AS DRAWN
 APPROVED AS NOTED
 RESUBMIT
DATE 6/19/13 REVIEWED BY SM

Received By: Nina Cameron Date: 6/18/13

Assault Way Eagle Hill
Traffic Control Plan
4/9

11:30-1p



Barricades 555

APPROVED
By: Gandy Dims
Date: 6/18/13

* Chamber to retrieve and return signs/barricades from operations prior to and after the event.

SIGNS MOUNTED ON BARRICADES

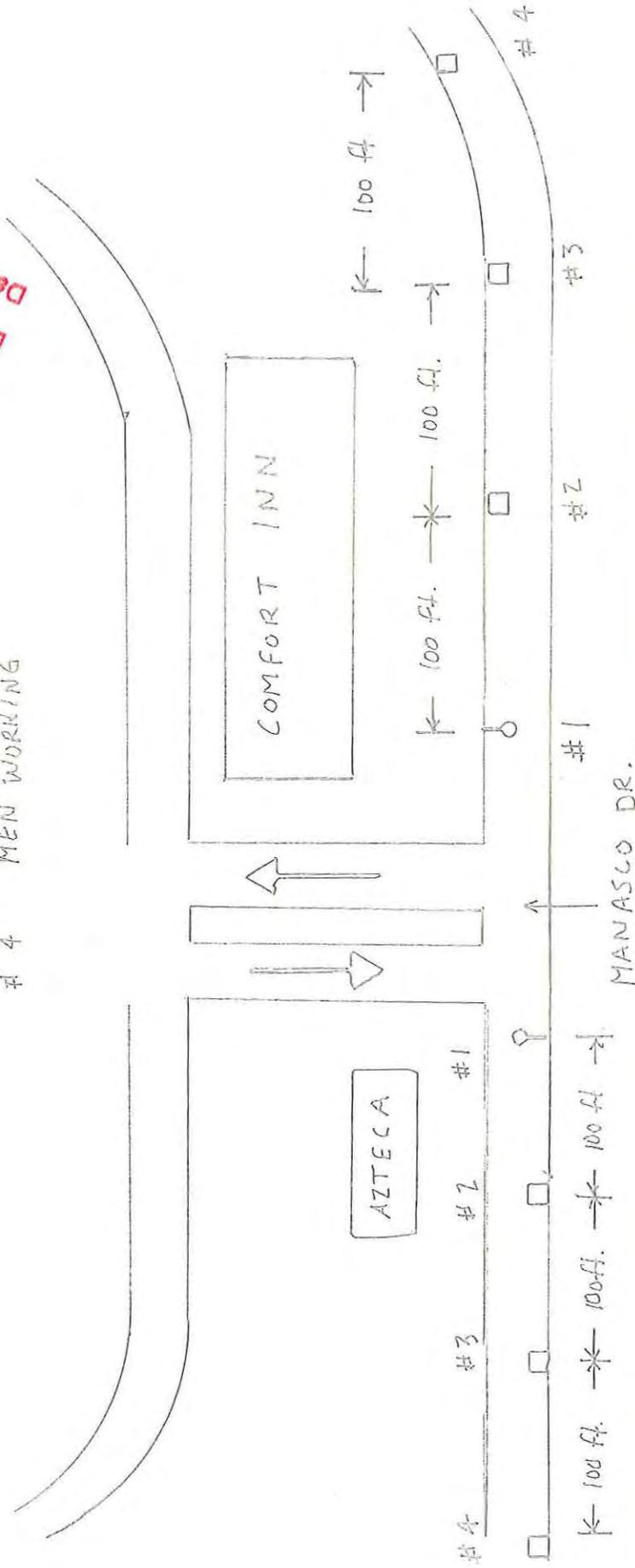
#1 FLAGGER

#2 FLAGGER AHEAD

#3 BE PREPARED TO STOP

#4 MEN WORKING

APPROVED *[Signature]*
 BY: *[Signature]*
 Date: 2/18/13
 K0213-036



AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Baker Lumber 75th Year of Business Celebration
Street Closure Request
Right-of-Way Permit Application No. ROW13-035

Agenda Item: _____

Dept. of Origin: Community Dev/Engineering

For Agenda of: July 2, 2013

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

- Right-of-Way Permit Application No. ROW13-035 Packet

SUMMARY STATEMENT:

A Right-of-Way Permit application was submitted by Baker Lumber to Engineering, June 7th, 2013. They are requesting a partial block street closure of the west half of the 300 block of Pine. This private event will be held on August 2nd and 3rd. They are requesting the street closure from 8:00 am Friday through 4:00 pm Saturday. This application has been routed and was approved by the Police, C2FR, Operations and Engineering Departments.

Please note the following recommended conditions to be added to the 2011 permit upon approval:

1. The street will need to be accessible to emergency vehicles.

Right-of-way permit issuance to coincide with issuance of Community Development's (approved) Temporary Use Permit.

RECOMMENDED ACTION:

Staff recommends council approve the proposed street closure request for the Baker Lumber 75th Year of Business Celebration event to be held from 8:00 am August 2nd to 4:00pm August 3rd with the listed conditions.



City of Kelso

Public Right of Way/Easement/City Property Work Permit Application (Per KMC 2.48.020)

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JUN 07 2013
CITY OF KELSO
 Permit #: 2010-13-035
 Parent App #: TEMP13-006

Questions and applications can be directed to the following:
 Engineering
 203 S. Pacific Ave., Suite 205
 Kelso, WA 98626
 360.423.6590 (office)
 360.423.6591 (fax)
 engineering@kelso.gov

PROJECT SITE INFORMATION

Address/Location: 34 Pine St 310 S. 3rd Ave Parcel #: 21193
 Inside City Limits?: Yes No

PROPERTY OWNER

Business Name: Baker Lumber Contact Name: Derek Baker
 Mailing/Billing Address: PO box 119 City: Kelso State: WA Zip: 98626
 Phone: 423-3900 Email:

APPLICANT (If different from property owner listed above)

Business Name: Baker Lumber Contact Name: Derek Baker
 Mailing/Billing Address: PO box 119 City: Kelso State: WA Zip: 98626
 Phone: * 360-430-1392 * Email:

CONTRACTOR

Business Name: Contact Name:
 Mailing/Billing Address: City: State: Zip:
 Phone: Email:

WA State License # (Not UBI#): Expiration Date:
 City of Kelso Business License # (Permit cannot be issued until one is obtained): Expiration Date:

PROJECT INFORMATION (Check all that apply)

Your Work Order #: Start Date: 8-2-13 Duration: 2 Days
 Description of all work to be done: Set up tent in partial street closure
75th year of business celebration Fri 8am - 4pm Sat
west half of Pine street (300 block)

Closure: (MUST SUBMIT FOR APPROVAL A TRAFFIC CONTROL PLAN BASED ON MUTCD STANDARDS)

Sidewalk Street Both N/A

Construction:

Sidewalk Wheelchair Ramps Driveway Approach Street N/A

Utility Connections/Construction:

Sanitary Sewer N/A

New service: (Mark type)

Single Family Duplex Tri-Plex Four-Plex Apartments Total Units: _____ Commercial

Existing service:

Cap sewer Lateral repair

Stormwater N/A

Acre size in square ft.: Impervious area in square ft.:

Water N/A

New service:

Domestic Irrigation New Meter #1 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10

Fire service line size: _____ New Meter #2 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10

Existing service:

Cap water Line repair Old Meter #1 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10

Fire service line size: _____ Old Meter #2 Size: .75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | 10

Other Work in the Right of Way:

Lineal ROW ft. affected: _____

Cable Gas Phone PUD Tree/Shrub/Vegetation Removal
 Place Waste Control Drop Box Move Structure Other:



City of Kelso

Public Right of Way/Easement/City Property Work Permit Application (Per KMC 2.48.020)

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engineering@kelso.gov

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 - Named streets
 - Access points
 - Utility locations
 - Site size
 - Site dimensions
 - Orientation relative to North
 - The location of existing structures, utilities, and other improvements on the site; if any
 - The locations and dimensions of the proposed development
 - Landscape plan (if applicable)
 - Traffic control plan (if applicable)

SIGNATURE OF AGREEMENT

I agree to perform the work in strict compliance with Kelso Municipal Code, Chapter 12.08 & 12.14, the special conditions enumerated herein and the attached conditions I have read and will adhere to the general provisions applicable to permits contained on this form

Signature: *Derek J Baker*

Printed Name: *Derek J Baker*

Date: *6-6-13*

You must contact our office 24 hours prior to work commencing at 360-423-6590

UNDERGROUND UTILITIES COORDINATING COUNCIL



**Know what's below.
Call before you dig.**

It's the law!
Per RCW 19.122

At least 2 days before you dig:
Call either: 811 or 1-800-424-5555
Or visit: www.callbeforeyoudig.org

FOR OFFICE USE ONLY

**KELSO ENGINEERING
PLANS ARE:**

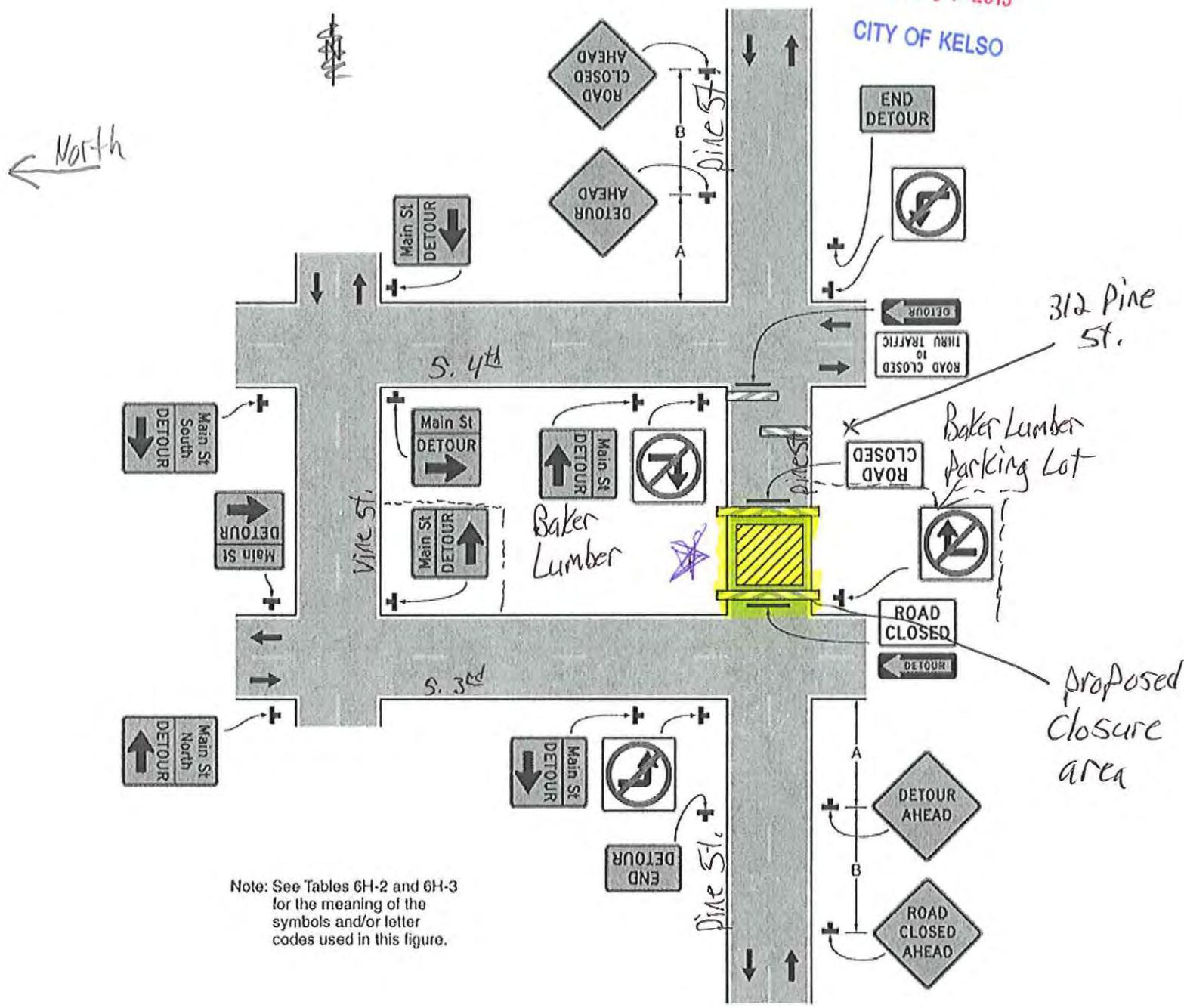
- APPROVED AS DRAWN
- APPROVED AS NOTED
- RESUBMIT

DATE *6/7/13* REVIEWED BY *SM*

Received By: *David Casper* Date: *6/7/13*

Figure 6H-20. Detour for a Closed Street (TA-20)

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CITY OF KELSO



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 20

* Partial block closure

APPROVED ROW 13-035
By: Gandy John
Date: 6/18/13

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Distribution of the City of Kelso's Share of the Cowlitz
County Document Recording Fee Surcharge – 2013
Document Recording Fee Applications

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: July 2, 2013

Cost of Item: \$10,557.60

City Manager: Steve Taylor

PRESENTED BY:

Nancy Malone
Planning Manager

AGENDA ITEM ATTACHMENTS:

Document Recording Fee Project Design Proposal 2013 Applications:

1. Emergency Support Shelter
2. Community House on Broadway

SUMMARY STATEMENT:

Document recording fees surcharge provides funds for a variety of housing projects, including shelters, for persons with incomes below 50% of the median income for Cowlitz County based on family size.

A public hearing to provide information on the HOME Program and Document Recording Fee Programs was held at the April 16, 2013, Kelso city council meeting. The city's application submittal deadline was June 7, 2013. The city received applications requesting funds from the Emergency Support Shelter and Community House on Broadway.

The Emergency Support Shelter is a local non-profit agency that provides advocacy services to victims of domestic violence and other crimes. It operates with 32 beds and 4 cribs for women and children fleeing violence in their homes. Individuals and families are able to stay in the shelter up to 60 days while receiving comprehensive case management to assist in safety planning, needs assessment and goal setting for post shelter stay. Last year 8,355 woman and children were provided nights of shelter.

Community House on Broadway is the only rehabilitation center in Cowlitz County. In 2012 the Community House serviced approximately 600 unduplicated individuals with emergency residency and professional case management in its facility. Over 52,000 meals were served to residents and non-residents throughout the year. Up to 90 residents can be sheltered per night.

FINANCIAL SUMMARY:

The city received applications requesting funds from the following agencies:

- | | |
|---------------------------------|--------------------|
| 1. Emergency Support Shelter: | \$ 5,500.00 |
| 2. Community House on Broadway: | <u>\$ 5,057.60</u> |
| Total: | \$10,557.60 |

The current city amount available for distribution is \$10,557.60.

RECOMMENDED ACTION:

Staff recommends council to approve distribution of available funds to the requesting agencies.



Document Recording Fee Project Design Proposal - 2013

Applicant: Emergency Support Shelter
Title: Executive Director
Address: P.O. Box 877
WA

Contact Person: Sherrie Tinoco
Title: Executive Director
Address: Kelso
98626

Phone: 360-425-1176 ext. 17
Fax: 360-425-3970
E-mail: sherriet@cascadenetworks.net

Phone: same
Fax: same
E-mail: same

Non-Profit Status: NO Yes

IRS Tax Identification Number 91-1074716

Project Title: Domestic Violence Shelter Program

Document Recording Fee Requested: \$ 5,500

Project Description

1. Give a *brief* summary of your project:

Emergency Support Shelter is a local non-profit agency that provides advocacy services to victims of domestic violence, sexual assault and other crimes. We operate an emergency shelter with 32 beds and 4 cribs for women and children who are fleeing domestic violence or sexual assault/abuse in their homes. Individuals and families are able to stay in our shelter up to 60 days while receiving comprehensive case management to assist in safety planning, needs assessment and goal setting for post shelter stay.

Last year, ESS provided 8,355 nights of shelter to women and children. We also provided advocacy services to 817 unduplicated victims of domestic violence, 357 unduplicated victims of sexual assault and 396 unduplicated victims of other crimes.

2. Describe the project noting the problem(s) or opportunity(s) that will be addressed.

Domestic violence continues to be a problem in our community. It is also a leading cause for homelessness, particularly for women and their children. The latest Point in Time Count conducted for Cowlitz County shows domestic violence as the leading single cause for homelessness in our county. Out of 200 households counted on that day, 55 state domestic violence as a causal factor in their homelessness.

According to the Washington Association of Sheriffs and Police Chiefs, UCR Division, Cowlitz County experiences a rate of 7.8 per 1000 arrest rates for domestic violence crimes compared to a rate of 5.7 for the state.



A recent study was conducted by Lower Columbia Community Action Program and Lower Columbia Head Start to a total of 521 participants. Of those, 30.5% stated they had been a victim of domestic violence.

Problem Impact and Severity

3. How will this project improve housing for low-income residents or provide housing for the homeless?

This project is intended to provide emergency shelter for homeless women and children who have become homeless due to domestic violence. It is specifically tailored to address both the immediate safety needs of those in our shelter as well as planning for housing upon their shelter stay ending. Each person is assigned a case manager during their stay to assist with:

- Safety planning immediate safety needs
- Assisting each participant to assess what resources they have available to them
- Assist in determining what the participant's goals are post shelter
- Assist participant in identifying what options they have according to their resources, including referrals to potentially increase their resources (i.e. public assistance, employment, family help, rental assistance, etc.)
- Assist participant in identifying the steps needed to obtain their goal (i.e. rent an apartment:
 1. Search for apartments within cost range participant can pay
 2. Assist participant in applying for housing and if needed paying the application fee
 3. Support, encourage and follow up with client as they apply
 4. Assist client with items and assistance needed when they transition into their housing

4. How does this housing project create a better living environment for residents? Have local, county, or state authorities noted the severity of the problem? Note building, public health or/and safety issues.

An emergency shelter for domestic violence victims and their children provides immediate safety from abusive and violent situations. Shelter in itself is a temporary and immediate escape from violence that serves to allow a short window of 60 days to assess and plan for permanent safety for each person who stays at the shelter.

The severity and potential lethality for victims of domestic violence are well studied and noted as seen in the statistics reported in question 2.

5. What other short-term and long-term outcomes will result from the project?

Short-term outcomes for our services and programs include safety, shelter and support for women and children who are in current danger from domestic violence. The availability of our services offers victims support, safety and time to allow the opportunity to create a safety plan for a future free from violence. We also offer other supportive services such as support groups, individual advocacy based counseling, and assistance with housing and other resources. Long-term outcomes of our program include increased awareness and education to promote social change and decrease or break the cycle of domestic violence.



6. List similar projects or programs your agency has, and other agencies have, in place to address this problem in the community. List agencies, funding sources and amounts. List the number of families housed under each of these programs.

We are the only domestic violence shelter in Cowlitz County. The Cowlitz Indian Tribe offers domestic violence advocacy services to victims who identify as Native American but does not have a shelter at this time. I am not aware of the amounts nor the funding streams for their services.

Solution

Project Development

7. How do you propose to structure the project? Please be specific, itemizing the various tasks you will undertake.

We are requesting funding for on-going operational support of our emergency shelter services for victims of domestic violence and sexual assault. We have experienced a consistent increase over the in the demand for our services and shelter and the current economic conditions have impacted the funding available to provide these crucial services.

8. Describe how housing applicants will be selected to participate? How will disabled applicants be able to participate? What public outreach will you do for this project to obtain participants?

Our clients are recent victims of domestic violence or sexual assault (within the past two weeks). Our services are free and accessible to all individuals regardless of income or disability. Our advocates are actively involved in community events and meetings to increase awareness of our services and programs. We publicize our support groups weekly in the local Daily News.

9. How will your organization benefit from this project?

Our organization will benefit from this project by having the funding necessary to meet the increased demand for services and the decrease in funding that has been sustained during the past fiscal year. Support from the City of Kelso with Document Recording Fee funds will allow us to continue to meet those needs.

Project Operation

10. Are you partnering with other public or private organizations or businesses in this project? Will you have contracts for supportive services? What roles will each organization or business play during the project's implementation and after the project is completed? Please submit letters from partnering agencies and/or businesses as supporting documentation.



We collaborate with numerous agencies in the community. The success of our clients so often depends on the resources and programs offered at other local social service agencies. We also have strong partnerships with local law enforcement agencies who are crucial in providing referrals and often times transportation of clients to our shelter. We value our relationships with partner agencies and believe that collaboration leads to more effective services and programs for everyone involved. We will not have specific additional collaborations specifically related to this funding request.

11. What activities would still need to be undertaken after the project is completed in order for the problem to be fully addressed? Quantify where possible.

We will continue to meet the increased needs of the clients that we serve. Our long-term goal is to identify ways in which we can continue to meet potential increases now that our current facility consistently remains at full capacity. We realize that at some point in the near future a priority will be to seek funding to expand the capacity of our current facility or identifying ways in which our services can adapt to provide the best services possible. We have a Planning Committee at the board level working on identify possibilities to meet the growing needs in the future. A key element to ending domestic violence ultimately involves stopping people from abusing others. Although our program funding implicitly prohibits us working with domestic violence perpetrators, we continue to pursue efforts to partner with domestic violence perpetrator treatment providers to bring a Domestic Violence Impact Panel to our area as well as increase efforts to educate those who may choose to engage in abusive behaviors so that they are aware of resources and help available to them.

Project Readiness

**12. Please list your project timeline below by Month and Year:
Complete a detailed Project Timeline of tasks and dates for meeting project goals found at the end of this application.**

Project Start After June 1st (mm-yyyy) July 1, 2013- June 30, 2014

Applicant Move In/Project Completion (mm-yyyy) July 1, 2013- June 30, 2014

13. Describe what specific steps need to be completed before the project will be ready to proceed?

Our project is current and on-going. We are requesting funding to assist us with operating costs for our emergency shelter that are eligible under Document Recording Fee funds.

Households Benefiting

**14. What is the number of low-income households that will benefit from this project?
Use current year HUD Income Limits.**



At or below 30% of Median Income: 1457

At or below 50% of Median Income: 8

TOTAL Number of Households: 1469

Budget

15. Explain why Document Recording Fee funds are appropriate for your project. If this application is for a program currently receiving Document Recording Fee funding, discuss what action you have taken and what other funding sources have been investigated in the last 12 months to reduce your organization's dependence on City of Kelso Document Recording Fee funds.

As our shelter is an on-going program to provide emergency shelter and advocacy services to victims of domestic violence and operating expenses for shelter is an eligible category for Document Recording Fee funds. We are the only shelter in Cowlitz County specifically for victims of domestic violence and we offer a full range of supportive, case management services to program participants. We are continually seeking additional funding sources that would allow us to decrease our dependence on City of Kelso Document Recording Fee funds. Unfortunately, in this difficult economic climate, funds are exceptionally difficult to obtain and the cost of providing services has increased due to increased demand. We are facing continued cuts to our funding sources at the state level and have been advised by Coalitions to prepare for a 11-20% reduction in funding. Document Recording Fee funds are critical to us at this time. In the last 12 months we have applied for new funding from:

DSHS - \$164,333

Consolidated Homeless Grant - \$89,500

Emergency Shelter and Food Program- \$6,000

Other Grants and Fundraising - \$41,500

BlueScope Foundation – \$2,500

Weyerhaeuser Community Foundation - \$25,000

Longview Junior Service League - \$8,000

United Way of Cowlitz/Wahkiakum Counties - \$64,408

16. What agency funding will you commit to this project? If none, why not?

Our agency will commit fundraising dollars to this project. We anticipate raising over \$40,000 in our annual fundraising breakfast that can be used to fund services in our domestic violence, sexual assault and crime victim programs, including our domestic violence shelter.

17. Will this project require future funding? If yes, explain why the amount of funding is needed, and why.

We hope to eventually not require continued funding for our shelter from document recording fees as the economy strengthens and other funding sources stabilize. In this current economy, it is a struggle to balance our budget without a request for operating costs from Kelso Document recording fee funds.



18. Complete and attach the separate DRF Budget Form.

Complete the budget form showing all sources and uses of funds related to your project.

See attached

19. Sources and Uses Fund Statement / Budget Form Narrative

What other federal, state or private matching funds will be used with this project?

Are these funds proposed or committed? Please explain source(s), other related details and amounts.

DSHS – State funding - \$164,333 - committed
CHG – State funding - \$89,500 - committed
ESFP- Federal funding - \$6,000 - pending
Other Grants and Fundraising - \$39,000 – private funds - pending
BlueScope Foundation – \$2,500 - pending
Weyerhaeuser Community Foundation - \$25,000 - pending
Longview Junior Service League - \$8,000 - pending
United Way of Cowlitz/Wahkiakum Counties - \$64,408 - committed

Grant & Project Administration

20. Who will be responsible for developing and administering your Document Recording Fee project? List other staff members who will be involved and their roles.

Emergency Support Shelter executive director, Sherrie Tinoco, will be responsible for administering our Document Recording Fee project. Jackie Erickson will be the Financial Manager for the project and Sarah Hancock will be the direct program supervisor.

Attachments

21. Required Attachments

- Project Timeline** (*on following page.*)
- Project Budget** (*Note: Show all funding sources and note if they are committed or not committed. List date when commitment will be confirmed*)
- Agency Financial Audit by e-mail** (*Most current independent audit.*)
- Project Documentation** (*See below.*)

Project Documentation: Optional to support your project.

- Letters attesting to the subject problem
- Letters of support
- Current news articles
- Letters from local, state, or federal agencies directing the repair or creation of a specific housing project
- Loan policies, regulations, or restrictions that apply



- Documentation of project cost estimates
- Private fundraising commitments
- Maps, architectural renderings and elevations, floor plans
- Engineering, soils, or environmental reports
- Surveys and other professional reports



Application Process

Project Proposals are usually due by June 5th of each year.

- Please submit **1 copy** of the Project Design Form, Budget, Project Timeline and Additional Attachments by **June 7, 2013** to:

Nancy Malone
Community Development Department
Kelso City Hall
203 S. Pacific Ave, Suite 208
Kelso, WA 98626

- After staff review**, you will be asked to make **13 copies** of your entire application packet for the City Council Public Hearing.

Public Presentation of your Project Design Proposal

Kelso Projects:

You will be asked to present your proposal to the Kelso City Council, Kelso City Hall in a Public Hearing on the **Tuesday, July 2, 2013.**

Public Review of all projects is available at least one week prior to the public hearings.

Questions?? Technical Assistance??

Contact: Nancy Malone 360.423.9922

FAX: 360.423.6591

E-mail: nmalone@kelso.gov

Permissible uses of these funds at the local level is limited to:

- Acquisition, construction, or rehabilitation of housing developments or individual units;
- Operation and maintenance costs of housing built with housing trust funds that requires a supplement to the rental income to cover ongoing operating expenses;
- Rental assistance vouchers for housing units administered by a public housing authority operating an existing rental assistance voucher program; and,
- Operating costs for emergency shelters and licensed overnight youth shelters.
-



City of Kelso - Document Recording Fee Program

PROJECT BUDGET AND FUNDING SOURCES

	Kelso Document Recording	Lv Document Recording	DSHS	CHG	Grants Other Fundrsing	ESHP	Total Cost	How costs determined (bid, est.)
Commitment Dates	2013							
ACQUISITION								
Purchase Price - Land							\$0.00	
Purchase Price - Bldg.							\$0.00	
Transaction Taxes							\$0.00	
Closing/Recording Fees							\$0.00	
Title Insurance/Binder Fees							\$0.00	
Appraisal							\$0.00	
Other:							\$0.00	
Subtotal	0.00		0.00	0.00	0.00	0.00	\$0.00	
PREDEVELOPMENT								
Architect							\$0.00	
Engineering							\$0.00	
Legal Fees							\$0.00	
Environmental Review							\$0.00	
Preconstruction Inspection							\$0.00	
Other:							\$0.00	
Subtotal	0.00		0.00	0.00	0.00	0.00	\$0.00	
CONSTRUCTION COSTS								
New Construction							\$0.00	
Rehabilitation							\$0.00	
Infrastructure on site							\$0.00	
Energy Related Improvemts							\$0.00	
Repair/Replace Major Syst.							\$0.00	
Lead Based Paint /Haz Mat							\$0.00	
Access for Disabled							\$0.00	
Securing of Bullding							\$0.00	
Demolition							\$0.00	
Utility Connections							\$0.00	
Permits & Fees							\$0.00	
Construction Loan Fees							\$0.00	
Construction Inspections							\$0.00	
Sales Tax							\$0.00	
Insurance/Bond/Surety Fees							\$0.00	
Contingency							\$0.00	
Other:							\$0.00	
Subtotal	0.00		0.00	0.00	0.00	0.00	\$0.00	
OTHER								
Home Buyer Counseling							\$0.00	
Credit Report Fees							\$0.00	
Operating Deficit Reserves							\$0.00	
Relocation Costs							\$0.00	
Technical Assistance							\$0.00	
Loan Fees							\$0.00	
Tenant Rental Assistance							\$0.00	
Affirmative Marketing							\$0.00	
Project Management							\$0.00	
Developer Fees							\$0.00	
Shelter Operating Costs	5,500	6,500	164,333	89,500	157,000	81,500	\$504,333.00	
Other:							\$0.00	
Subtotal	5,500.00	6,500.00	164,333.00	89,500.00	157,000.00	81,500.00	\$504,333.00	
Doc. Rec. Fee TOTAL	\$5,500.00	\$6,500.00	\$164,333.00	\$89,500.00	\$157,000.00	\$81,500.00	\$504,333.00	
Date: 6-3-13								
Sponsor: Emergency Support Shelter				Project Address: 304 Cowlitz Way, Kelso				



Document Recording Fee Project Design Proposal - 2013

Applicant: Community House on Broadway Contact Person: Frank Morrison
 Title: Operational Support Title: same
 Address: 1105 Broadway/PO Box 403 Address: same

Phone: 360-425-8679 Phone: same
 Fax: 360-425-5949 Fax: same
 E-mail: choblv@cni.net E-mail: same

Non-Profit Status: NO Yes IRS Tax Identification Number 94-3067129

Project Title: Continued Operational Funding for Community House on Broadway

Document Recording Fee Requested: \$ 5,057.00

Project Description

1. Give a *brief* summary of your project:

Community House on Broadway is the only homeless rehabilitation center in Cowlitz County. This project will supply much needed funds to continue to support its operation. In 2012 the Community House served approximately 600 unduplicated individuals with emergency residency and professional case management in its facility. It is noteworthy that 108 of these were under 18 years of age, while 280 were females. Statistics also indicate that approximately 25% of women and children had been victims of domestic violence at some point in their life. This data demonstrates that Community House serves the most vulnerable homeless population within the community. Furthermore, over 52,000 meals were served to residents and non-residents throughout the year. Under the leadership of Frank Morrison an additional 10 beds were recently added. Thus, we can now shelter up to 90 residents per night. However, this increase in our occupancy capacity (12.5%) has also put additional costs on our daily operations. Community House is hopeful that this increase in costs will be offset by an increase in funding.

2. Describe the project noting the problem(s) or opportunity(s) that will be addressed.

Homelessness and poverty continue to be a problem in Cowlitz County. This was manifested during Project Homeless Connect in which approximately 400 of the County's homeless and/or at-risk of homelessness came for services. This event demonstrated above all else a continued need for shelter, housing, and other social services. Furthermore, 2012 data showed that Community House had to turn away 674 individuals and 40 families. Although turn-away rates are high, Community House on Broadway has a tremendous opportunity to assist hundreds of individuals and families each year with



food, shelter, and case management as they overcome the barriers that prevent them from stable housing and self-sufficiency.

Community House provides a much needed service to the city of Kelso. Since the beginning of 2013, we have served 167 unduplicated head of households; it is noteworthy that 35 of them (20%) had a previous address within the Kelso city limits. Thus, Community House is and will continue to offer an opportunity for the homeless of Kelso to receive services.

Problem Impact and Severity

3. How will this project improve housing for low-income residents or provide housing for the homeless?

Community House is in need of funds to supplement its water, sewer, garbage, maintenance, and utilities cost. By providing residents with basic necessities they can focus their efforts on recovery and not merely day to day survival. In addition, these funds allow us to use other resources to make building improvements and keep up with maintenance. For example in September of 2012, Community House painted the entire inside and outside of the building and renovated its lobby. If funding from the document recording fees were not available then such projects would be severely hampered. Thus, the board of directors and staff are optimistic that with continued operational support from the City of Kelso, other funds can be budgeted for future projects.

4. How does this housing project create a better living environment for residents? Have local, county, or state authorities noted the severity of the problem? Note building, public health or/and safety issues.

Professional case management is the cornerstone to Community House on Broadway's program. Community House on Broadway is a homeless recovery center that offers free case management to its residents. The success of our program depends heavily upon the ability of our case managers to guide and coach each client to self-sufficiency. When a new resident moves into the Community House, they are assigned to a case manager within one week. Case managers do an initial assessment and begin to collaborate with their client to map out a path that will assist them to succeed. Each resident follows up with their case manager once per week and is required to show documentation of their accomplishments. The best practice that each case manager uses is a solutions focused-strengths based approach. This allows the client to focus on their strengths and discover their own path of success.

By providing funds for continued operational support, Community House will be able to compensate professional case managers which in turn will create a better living environment for residents while they live at the shelter. In addition, many of the life skills and training that our residents acquire in our program will go with them after they exit Community House.



5. What other short-term and long-term outcomes will result from the project?

The short term outcomes from this project will be the continued operation of Community House and all the services that it provides to the local homeless population. This includes: food, clothing, hygiene products, shelter, and 24/7 on-site staff along with case management.

The long term results from this project will be a reduction in homeless recidivism, a decrease in the length of stay in the shelter, and a shrinking homeless population in Cowlitz County. In 2012, Community House conservatively estimates that 360 homeless individuals and families returned to stable housing. As the economic landscape continues to improve and the job market rebounds, successful outcomes will also improve for our residents.

6. List similar projects or programs your agency has, and other agencies have, in place to address this problem in the community. List agencies, funding sources and amounts. List the number of families housed under each of these programs.

Community House on Broadway holds a unique position within Cowlitz County as it is the sole homeless recovery center within the area. Other homeless providers focus their programs on specific causes of homelessness such as substance abuse and domestic violence. At Community House, individuals and families are not excluded from services as long as they pass police clearance and are not registered sex offenders. In this sense, Community House works with the many faces and causes of homelessness and does not discriminate its services.

Solution

Project Development

7. How do you propose to structure the project? Please be specific, itemizing the various tasks you will undertake.

This project will allow for the operational integrity of Community House to be continual. As noted above, the organization is the only homeless rehabilitation center within the county. The staff of Community House is made up of 7 full-time and 7 part-time employees that work around the clock for 365 days per year. Funding from local document recording fees for operational support will allow Community House to budget other funds to retain its staff. This will make the facility secure and safe for the hundreds of individuals and families that reside annually. Moreover, the corner of 11th and Broadway will continue to be a secure and stabilizing influence in Cowlitz County.



8. Describe how housing applicants will be selected to participate? How will disabled applicants be able to participate? What public outreach will you do for this project to obtain participants?

The services of Community House are offered to the homeless on a first come first serve basis. Community House does not discriminate its services to anyone as long as they pass police clearance for warrants, and are not registered sex offenders. Concerning public outreach, Community House will be working closely with Cowlitz County to implement and participate in a coordinated entry for the homeless. The coordinated entry is projected to start in 2014. Therefore, Community House will be working closely with other social service agencies to provide a daily count on the number of beds that are available and to update our inventory when necessary.

9. How will your organization benefit from this project?

Community House on Broadway will remain operational and will continue to serve the local homeless population in Cowlitz County.

Project Operation

10. Are you partnering with other public or private organizations or businesses in this project? Will you have contracts for supportive services? What roles will each organization or business play during the project's implementation and after the project is completed? Please submit letters from partnering agencies and/or businesses as supporting documentation.

Historically, Community House has received funding for operational support from the City of Longview and Cowlitz County. In 2013 our organization has requested and been granted contracts for funding from the above mentioned partners. Cowlitz County is providing \$70,000, while the City of Longview has designated \$22,027.54 for continued operational support.

Concerning other partnerships, Community House does have a memorandum of understanding with Longview Housing Authority that promises our resident's 10% of its available section-8 housing vouchers. Furthermore, we have a contract with Country Run Apartments to case manage 20 apartment units of transitional housing clients. We are also a proud partner of United Way as they provide funds for our case management program.



11. What activities would still need to be undertaken after the project is completed in order for the problem to be fully addressed? Quantify where possible.

Homelessness is a problem in Cowlitz County. The January 24th 2013 Project Homeless Connect showed the need for continued funding for services and housing to meet the needs of this population. Although final numbers have not been quantified, conservatively there were 400 people that came in for services. Therefore, the continued funding of Community House will be vital for individuals and families experiencing a crisis situation. It will also be imperative that more permanent supportive housing units become available for the chronically homeless that suffer from disabilities. Secondly resources need to be diverted to rapid rehousing and landlord incentives so that individuals and families in poverty can find stable housing quickly. Thirdly, homelessness and poverty are related to the job market and unemployment. Thus, if there is a decrease in unemployment, it will likely result in a decrease in the homeless population.

Project Readiness

12. Please list your project timeline below by Month and Year:

Complete a detailed Project Timeline of tasks and dates for meeting project goals found at the end of this application.

Project Start After June 1st (mm-yyyy) _____ 07-2013 _____

Applicant Move In/Project Completion (mm-yyyy) _____ 06-2014 _____

13. Describe what specific steps need to be completed before the project will be ready to proceed?

The operation of Community House is ongoing.

Households Benefiting

14. What is the number of low-income households that will benefit from this project?

Use current year HUD Income Limits.

At or below 30% of Median Income: x

At or below 50% of Median Income: _____

TOTAL Number of Households: 600-700 individuals



Budget

15. Explain why Document Recording Fee funds are appropriate for your project. If this application is for a program currently receiving Document Recording Fee funding, discuss what action you have taken and what other funding sources have been investigated in the last 12 months to reduce your organization's dependence on City of Kelso Document Recording Fee funds.

Community House has received Kelso document recording fees in the past and is in need of continued funding for 2013-2014. As stated above, an increase in our bed capacity along with an increase in utilities cost has put extra projected costs on our budget. We project to serve an additional 75-100 more individuals with our increased capacity. Therefore, with more residents using our facilities additional laundry, showers, restroom usage, and other utility costs will be needed. For example, in 2013 our organization has budgeted \$30,000 for our water, sewer, and garbage bill.

In order to limit our dependency on the City of Kelso's Document Recording Fee funds, Community House is seeking to apply for government and private grants to help fund operations. The new administration recently began working with an experienced grant writer that is committed to seeking out and writing a minimum of two grant proposal per month. We also plan to use funding from our local Cares Campaign to support the ongoing operations.

16. What agency funding will you commit to this project? If none, why not?

The agency will use all of its available monetary resources to keep the shelter operational. We anticipate contributing \$25,472.46 to the itemized list of operational expenses. Please see detailed budget for further explanation.

17. Will this project require future funding? If yes, explain why the amount of funding is needed, and why.

This project will likely require future funding as long as homelessness persists in Cowlitz County. It is important to note that Community House serves primarily residents from Cowlitz/Wahkiakum counties. Recent estimates indicate that 72.88% of our resident's previous address was located within the two counties. As stated above, in 2013 over 20% of our residents last known address was in the City of Kelso. Those that arrive at Community House from other counties come primarily because they have former ties to the area. It is estimated that only 11% of Community House residents can be truly classified as transient.

Secondly, the project will require funding as long as donations from individuals, churches, and businesses do not supplement the budget. It is the goal of the new administration to increase giving for the Community House in the years to come.



18. Complete and attach the separate DRF Budget Form.

Complete the budget form showing all sources and uses of funds related to your project.

See attachment and also the 2013 proposed budget.

19. Sources and Uses Fund Statement / Budget Form Narrative

See attachment

What other federal, state or private matching funds will be used with this project?

Are these funds proposed or committed? Please explain source(s), other related details and amounts.

- A. Cowlitz County (Homeless Grant) -- \$70,000 committed
- B. City of Longview -- \$22,027.54 committed
- C. FEMA-- \$9,000 committed
- D. United Way -- \$31,147 committed
- E. Community donations, cares campaign, special events, private grants -- \$330,900 – goal to raise in 2013

Grant & Project Administration

20. Who will be responsible for developing and administering your Document Recording Fee project? List other staff members who will be involved and their roles.

Frank Morrison will be responsible for administering the project; he is the current executive director.

Attachments

21. Required Attachments

- Project Timeline** (*on following page.*)
- Project Budget** (*Note: Show all funding sources and note if they are committed or not committed. List date when commitment will be confirmed*)
- Agency Financial Audit by e-mail** (*Most current independent audit.*)
- Project Documentation** (*See below.*)

Project Documentation: Optional to support your project.

- Letters attesting to the subject problem
- Letters of support
- Current news articles



- Letters from local, state, or federal agencies directing the repair or creation of a specific housing project
- Loan policies, regulations, or restrictions that apply
- Documentation of project cost estimates
- Private fundraising commitments
- Maps, architectural renderings and elevations, floor plans
- Engineering, soils, or environmental reports
- Surveys and other professional reports



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Application Process

Project Proposals are usually due by June 5th of each year.

- Please submit 1 copy of the Project Design Form, Budget, Project Timeline and Additional Attachments by June 7, 2013 to:

Nancy Malone
Community Development Department
Kelso City Hall
203 S. Pacific Ave, Suite 208
Kelso, WA 98626

- After staff review**, you will be asked to make **13 copies** of your entire application packet for the City Council Public Hearing.

Public Presentation of your Project Design Proposal

Kelso Projects:

You will be asked to present your proposal to the Kelso City Council, Kelso City Hall in a Public Hearing on the Tuesday, July 2, 2013.

Public Review of all projects is available at least one week prior to the public hearings.

Questions?? Technical Assistance??

Contact: Nancy Malone 360.423.9922

FAX: 360.423.6591

E-mail: nmalone@kelso.gov

Permissible uses of these funds at the local level is limited to:

- Acquisition, construction, or rehabilitation of housing developments or individual units;
- Operation and maintenance costs of housing built with housing trust funds that requires a supplement to the rental income to cover ongoing operating expenses;
- Rental assistance vouchers for housing units administered by a public housing authority operating an existing rental assistance voucher program; and,
- Operating costs for emergency shelters and licensed overnight youth shelters.



City of Kelso - Document Recording Fee Program

PROJECT BUDGET AND FUNDING SOURCES

	Kelso Document Recording	Cowlitz County	Community House	City of Longview	Source 5	Total Cost	How costs determined (bid, est.)
Commitment Dates	2013						
ACQUISITION							
Purchase Price - Land						\$0.00	
Purchase Price - Bldg.						\$0.00	
Transaction Taxes						\$0.00	
Closing/Recording Fees						\$0.00	
Title Insurance/Binder Fees						\$0.00	
Appraisal						\$0.00	
Other:						\$0.00	
Subtotal	0.00	0.00	0.00	0.00	0.00	\$0.00	
PREDEVELOPMENT							
Architect						\$0.00	
Engineering						\$0.00	
Legal Fees						\$0.00	
Environmental Review						\$0.00	
Preconstruction Inspection						\$0.00	
Other:						\$0.00	
Subtotal	0.00	0.00	0.00	0.00	0.00	\$0.00	
CONSTRUCTION COSTS							
New Construction						\$0.00	
Rehabilitation						\$0.00	
Infrastructure on site						\$0.00	
Energy Related Improvemts						\$0.00	
Repair/Replace Major Syst.						\$0.00	
Lead Based Paint /Haz Mat						\$0.00	
Access for Disabled						\$0.00	
Securing of Bulidng						\$0.00	
Demolition						\$0.00	
Utility Connections						\$0.00	
Permits & Fees						\$0.00	
Construction Loan Fees						\$0.00	
Construction Inspections						\$0.00	
Sales Tax						\$0.00	
Insurance/Bond/Surety Fees						\$0.00	
Contingency						\$0.00	
Other:						\$0.00	
Subtotal	0.00	0.00	0.00	0.00	0.00	\$0.00	
OTHER							
Home Buyer Counseling						\$0.00	
Credit Report Fees						\$0.00	
Operating Deficit Reserves						\$0.00	
Relocation Costs						\$0.00	
Technical Assistance						\$0.00	
Loan Fees						\$0.00	
Tenant Rental Assistance						\$0.00	
Affirmative Marketing						\$0.00	
Project Management						\$0.00	
Developer Fees						\$0.00	
Other: Operation Costs	5,057	70,000	25,472	22,028		\$122,557.00	
Other:						\$0.00	
Subtotal	5,057.00	70,000.00	25,472.46	22,027.54	0.00	\$122,557.00	
Doc. Rec. Fee TOTAL	\$5,057.00	\$70,000.00	\$25,472.46	\$22,027.54	\$0.00	\$122,557.00	
Date:							
Sponsor:	Project Address:						

Budget Form Narrative

Projected Operational Expenses for 2013 = \$471,950

For sources and use of funds please see 2013 Operational Budget for explanation

Our request is for \$5,057 from the City of Kelso's Document Recording Fees. These funds will be used to help offset the costs in the following specific areas.

- A. Electrical –PUD -- \$20,000
- B. Gas—Cascade Natural Gas -- \$12,000
- C. Insurance – Philadelphia/Propel -- \$18,000
- D. Water, garbage – City of LV -- \$30,000
- E. Repairs/Maintenance \$15,000

The remaining balance for these expenses will come from community donations along with the funds from Cowlitz County and the City of Longview. Moreover, funds from community donations are dependent upon the faithful contributions over our "Cares Campaign" and throughout the year. Community House plans to seek out and find some private foundations that will assist in funding operational expenses. However, we do realize that this type of funding is diminishing as more funders are looking for specific outcomes and benchmarks.

The goal for Community House is to raise \$150,000 in our 2013 "Cares Campaign" from churches, individuals, and businesses in the community. We anticipate contributing about 25,000 to the above itemized list of expenses that we have budgeted for 2013.

Longview Document Recording Fee Program

AGREEMENT FOR PAYMENT OF FUNDS

July 2012-June 2013 Operating Funds

Community House on Broadway

THIS AGREEMENT, made and entered into this 6TH day of June, 2012, by and between the CITY OF LONGVIEW, a municipal corporation of the State of Washington, hereinafter referred to as "Longview", and the Community House on Broadway, a Washington nonprofit corporation, hereinafter referred to as the "RECIPIENT."

W I T N E S S E T H :

WHEREAS, the RECIPIENT is a nonprofit Washington corporation, engaged in the sole activity of providing shelter housing for the poor and the infirm; and

WHEREAS, said RECIPIENT provides temporary food and shelter and related items in the City of Longview, and it derives its funds for the operation and construction thereof from gifts, donations and grants; and

WHEREAS, the RECIPIENT has requested Longview to provide it with financial assistance in order that it may continue to provide for those who are poor, infirm and in need of housing; and

WHEREAS, many of the persons who are assisted by the RECIPIENT consist of citizens of the City of Longview who are in need of safe, secure and affordable housing; and

WHEREAS, the City Council of the City of Longview has recognized the desirability of continuing such service and has authorized the contribution of Twenty thousand one hundred fifty-two and eight cents (\$20,152.08) to the RECIPIENT, to be used for operational expenses for a Project/Use incurred by it during July 2012 through June 2013; and

CITY OF LONGVIEW

COMMUNITY HOUSE ON BROADWAY

By Robert J. Gregory
ROBERT J. GREGORY
City Manager

By Frank Morrison
FRANK MORRISON
Executive Director

Tax ID Number: _____

ATTEST:

By Ann C Davis
ANN DAVIS,
City Clerk

Approved as to Form:

By: James J. McNamara
James McNamara, City Attorney



Phase 30 Interim LRO Report and Second Payment Request

8872-00 Cowlitz County
LRO ID: 887200-007
Frank Morrison
Community House on Broadway
1105 Broadway
Longview, WA 98632

This form must be completed and signed when your LRO is requesting the second portion of its award. Your LRO must be enrolled for EFT in the above jurisdiction before second payments can be made. Requests for second payments should be submitted to the Local Board before your LRO's first payment is exhausted.

Report on the amount spent from your LRO's first payment.

Table with 2 columns: Expenditures (A-J) and Amount. A: Served meals, B: Other food, C: Mass shelter (4500.00), D: Other shelter, E: Supplies/equipment, F: Building code/accessibility repairs, G: Rent/mortgage, H: Utilities, I: Administration, J: Unexpended funds to date, K: Total of funds received to date (A+B+C+D+E+F+G+H+I+J). Line K must equal the LRO's first payment.

4-9-13
Date

Signature, LRO Agent

When completed, this form must be forwarded to your Local Board Chair for approval and signature by the date indicated on the EFSP website calendar (or earlier if Local Board sets its own deadline).

DO NOT SEND TO NATIONAL BOARD WITHOUT LOCAL BOARD SIGNATURE

FOR LOCAL BOARD SIGNATURE ONLY

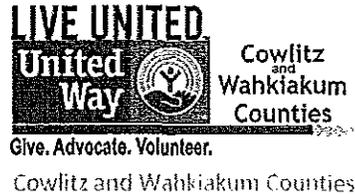
The above listed LRO is in need of the second portion of its award. By signing this report, the Local Board is satisfied that the LRO has expended funds in a timely manner and within the stated eligible costs of this program. This form may be faxed to the National Board (703 706-9677). If faxing, please do not mail. The fax copy is sufficient.

4/9/2013
Date
Pat Stankevich
Signature, Local Board Chair

After signing this form, the Local Board Chair must forward this form directly to the National Board for processing by the date indicated on the EFSP website calendar.

DO NOT SEND EXPENDITURE DOCUMENTATION WITH THIS FORM

Give. Advocate. Volunteer.
LIVE UNITED



AGENCY MEMORANDUM OF UNDERSTANDING 2013

This "Memorandum of Understanding" is a partnership agreement between Community House on Broadway and the United Way of Cowlitz and Wahkiakum Counties. Our main concerns are two-fold 1) securing funding and adequate budgeting to meet human needs in our community and 2) agreement as to "outcomes" provided by the funded organizations.

Community House on Broadway agrees to adhere to the guidelines established by the United Way of Cowlitz and Wahkiakum Counties. Guidelines may be reviewed at the United Way offices at 1338 Commerce Avenue, Suite 201, Longview, WA 98632.

The United Way of Cowlitz and Wahkiakum Counties awards Community House on Broadway \$31,147.00 for the fiscal year 2013 to use for the outcome(s) stated in the organizations RFP for 2013 or written changes made to these outcomes received before 12:00 am, Friday, April 26, 2013. These changes will be accepted by mail or e-mail and must be signed by both the agency Director and the local Board Chair. It is agreed that should the agency find they cannot expend the award for the stated outcomes during the fiscal year, they will immediately notify United Way of Cowlitz and Wahkiakum Counties and repay the remainder of the award.

If one partner to this memorandum of understanding wishes to terminate prior to the end of the fiscal year, the party to whom notice of termination is given shall have the right to a hearing within 60 days, before the governing body of the other party to request reconsideration of any such termination.

The United Way of Cowlitz and Wahkiakum Counties will distribute funds on a monthly basis, or in a manner determined by mutual agreement between Community House on Broadway and United Way of Cowlitz and Wahkiakum Counties.

Community House on Broadway

By: _____

Executive Director

Date: _____

4-9-13

UNITED WAY of Cowlitz and Wahkiakum Counties

By: _____

President/CEO, Kalei C. LaFave

Date: _____



Office of Administrative Services

207 Fourth Ave. North
Kelso, WA 98626
TEL (360) 577-3065
FAX (360) 423-9987

www.co.cowlitz.wa.us

Board of County Commissioners
Michael A. Karnofski District 1
Dennis P. Weber District 2
James R. Misner District 3

Office of Financial Management
Claire J. Hauge, Director

OFM
Claire J. Hauge
Director

Kathy Sauer
Project Manager

RISK MANAGEMENT
Clyde Carpenter
Risk Manager

April 1, 2013

Mr. Frank Morrison, Executive Director
Community House on Broadway
1107 Broadway
P.O. Box 403
Longview, WA 98632

Re: Document Recording Fee –Extension of Agreement

Dear Frank:

Enclosed for your files is a fully executed copy of the Agreement with Cowlitz County.

If you have any questions, please feel free to call me.

Sincerely,

Claire J. Hauge, Director
Office of Financial Management

Enclosure

AS-5354

Motion Items 12.

BOCC Agenda

Meeting Date: 03/26/2013

Community House on Broadway - Second Addendum to Sub-Grantee Agreement Shelter Operations Support

Submitted For: Claire Hauge, Office of Financial Management

Submitted By: Claire Hauge, Office of Financial Management

Department: Office of Financial Management

Information

Subject and Summary Statement

On July 24, 2012, in response to a Request for Proposals, the Board of Commissioners awarded a contract to Community House on Broadway in the amount of \$70,000 for shelter operational support. The Agreement was amended on February 5, 2013 to extend the initial term for an additional year ending December 31, 2013 but did not increase funding levels pending receipt of required reports and completion of annual monitoring and site visits. Reports have been received and the monitoring completed. Staff recommends additional funding be approved.

The attached Second Addendum proposes additional funding in the amount of \$70,000 for calendar year 2013. In all other respects, the agreement, as previously amended, remains the same.

Will Staff Attend Y / N

Yes

Department Recommendation

Staff recommends that the Board of Commissioners approve and execute the Second Addendum to Sub-Grantee Agreement with Community House on Broadway awarding \$70,000 for shelter operational support for calendar year 2013. Funds for the program will come from County Document Recording Fees.

Fiscal Impact

Expenditure Required \$:	70,000
Budget Sufficient Y-N:	Yes
Amendment Required Y-N:	No
Source of Funds - Fund/Dept. :	184-343-000
Grant Y-N:	No

Attachments

Su-Grantee Agreement Community House

Addendum #1 Community House

Addendum #2 Community House

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Tiffany Ostreim	03/19/2013 09:39 AM
Form Started By: Claire Hauge		Started On: 03/14/2013 04:10 PM
Final Approval Date: 03/19/2013		

COMMUNITY HOUSE ON BROADWAY

2013 OPERATIONAL BUDGET

REVENUE

2013

United Way-Cowlitz	\$36,050
FEMA	9,000
Consolidated County Grant-ESG	70,000
Church Pledges	39,000
City of Longview	20,000
Individual Contributions	150,000
Special Events	25,000
Private Grants	36,900
Extended Support	5,000
CHOB Cares Campaign	80,000
Recycling	<u>1,000</u>
	\$471,950

Community House on Broadway
2013 Expenses

Expenses

	<u>2013</u>
Advertising	\$1,500
Bank Charges	700
Copier Rent	2,700
Debt Services	12,000
Dues	600
Electrical	20,000
Employee Benefits	2,000
Food and Kitchen Supplies	8,000
Fund Raising Expense	2,000
Gas	12,000
Insurance	18,000
Internet	1,000
Mileage	500
Payroll	285,050
Postage	2,000
Printing Costs	2,200
Professional Fees	12,000
Repairs & Maintenance	15,000
Supplies-House Keeping	700
Supplies-Kitchen	500
Supplies-Office	1,800
Taxes-Payroll	37,000
Taxes-Property	3,500
Water, Garbage	30,000
Website	<u>1,200</u>
	\$471,950

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Proposed Agreement, Scope of Work and Budget
for Water, Sewer & Drainage Rate Review Update

Agenda Item: _____

Dept. of Origin: _____ Public Works _____

For Agenda of: _____ July 2, 2013 _____

City Manager: Steve Taylor _____

PRESENTED BY:

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

AGENDA ITEM ATTACHEMENTS:

FCS Group – Proposed Agreement, Scope of Work & Budget

SUMMARY STATEMENT:

Attached is the proposed scope of work and budget in preparation for a utility rate review and update.

The last update was performed by FCS Group in 2008. It is important to adequately address infrastructure needs to maintain the integrity of the system. Recently we have applied simple inflationary and capitol improvement factors as annual rate updates. A more detailed and complete review is prudent for the City of Kelso. This update will provide necessary information for consideration of our current Capital improvement Program needs. In addition, with the new biennium budget a more accurate scrutiny of our rate projections would be advantageous.

FINANCIAL SUMMARY:

This item has not been included in the budget, however, it is recommended that the respective fund reserves equally subsidize this expense, allowing the needed information for future adequate Capital projects and Budgets.

RECOMMENDED ACTION:

Staff recommends council make a motion to enter into the attached agreement with the FCS Group and to allow the City Manager to sign said agreement.

PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is dated effective this _____ day of _____, 2013. The parties (“Parties”) to this Agreement are the City of Kelso, a Washington municipal corporation (“City”), and FCS Group (“Contractor”).

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision in the capacity of a rate study consultant who is experienced in procedures for analysis and development of a utility rate structure and is familiar with the City’s municipal code, resolutions, regulations and policies.

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

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

1. SERVICES.

1.1 The Contractor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth and more particularly described in Attachment “A” attached hereto and incorporated by this reference (“Services”).

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

1.3 The Contractor shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

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

2. TERM.

The Term of this Agreement shall commence on July 8, 2013 and shall continue until the completion of the Services, but in any event no later than December 31, 2013. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either Party, by giving ninety (90) days written notice to the other party.

4. COMPENSATION.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay an amount not to exceed \$40,200.00.

4.2 Compensation Rates. Compensation for Services shall be in accordance with the rates set forth in Attachment "B," attached hereto and incorporated by this reference.

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

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

5. REPRESENTATIONS.

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

6. INDEPENDENT CONTRACTOR.

6.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Contractor shall not be deemed to convert this Agreement to an employment contract.

6.2 It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Contractor's services; provided, however, that the performance of other professional services

shall not conflict with or interfere with the Contractor's ability to perform the Services. The Contractor agrees to resolve any conflict in favor of the City.

7. INDEMNIFICATION.

7.1 Contractor Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

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

8.1 Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

A. Professional Liability insurance appropriate to the Contractor's profession shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident covering all owned, non-owned, hired and leased vehicles.

8.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

A. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

B. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

8.3 Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

9. EQUAL OPPORTUNITY EMPLOYER.

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

10. INTELLECTUAL PROPERTY.

10.1 Warranty of Noninfringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

10.2 Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. CONFIDENTIALITY.

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

12. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this

Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

13. BOOKS AND RECORDS.

The Contractor agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. GENERAL PROVISIONS.

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

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

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

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

15.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

15.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

15.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to

declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

15.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

15.9 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Cowlitz County, Washington.

15.10 Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

15.11 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

15.12 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

15.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

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

Executed on the dates written below.

FCS GROUP

CITY OF KELSO

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

Exhibit A

Scope of Services

The following Approach and Task Plan have been designed to meet the City's objectives for the water, sewer, and stormwater rate and system development charge (SDC) update.

Task One: Data Collection

Task One includes data collection, initial review of materials, and gathering additional data as needed.

- 1.1 The consultant will prepare an initial data request identifying specific pieces of data to be collected from the City.
- 1.2 The City maintains and operates a combined water and sewer enterprise. The consultant, with the help of City staff, will separate water and sewer utilities' finances – revenues, expenditures, cash balances, etc. – to conduct a revenue requirements analysis for each utility separately and to eliminate cross subsidy between utilities (if there is any) over time.
- 1.3 The consultant will review data provided by the City and make formal requests for any additional items or explanations as necessary. Inconsistencies and problems in data collected will be identified and resolved to allow accurate analysis.

Task One Work Products:

- Data request
- Additional data request
- Separation of water and sewer utility's finances

Task Two: Revenue Requirement Analyses

Task Two includes development of a 20-year revenue requirement forecast (2014 - 2023) and related 6-year financial plan for each utility - water, sewer, and stormwater. The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analyses will be the recommended percentage rate increases or decreases needed to meet the obligations of each utility considered.

- 2.1 The consultant will construct analytical spreadsheet models for each utility to complete the revenue requirement related technical analyses discussed in Subtask 2 through 5 below. The models will be flexible and stable enough to analyze multiple scenarios. They will be consistent in format and approach.
- 2.2 The consultant will forecast ongoing operating and maintenance costs, debt service, and other financial obligations of each utility over a 20-year study period. We will establish economic factors for customer growth and cost escalation; incorporate additional O&M expenses, if any, resulting from the CIP and/or other known changes in operational requirements such as additional staffing needs, etc.
- 2.3 Based on capital improvement and annual replacement needs for each utility, the consultant will identify potential funding sources and develop alternative capital project financing strategies for a 20-year study period. The analysis will include a forecast of capital funding needs, borrowing requirements, and associated cash flows and cash balances over the study period.
- 2.4 The consultant will develop up to two (2) scenarios for each utility to evaluate rate impacts of funding capital projects with various priority levels and alternative capital financing sources, or alternatively, to determine utilities' ability to fund capital projects for a given series of (potentially

inflationary) rate adjustments, and associated project prioritization based on each utility's funding ability. These scenario analyses will inform the City's CIP decision-making.

- 2.5 Revenue requirements analyses will integrate recommended fiscal policies, capital financing impacts, and operating forecasts to develop an operating cash flow for each utility for the 6-year financial plan. It will compare projected cash requirements against projected revenue under existing rates to determine annual rate adjustments needed to ensure financial sustainability over time.

Task Two Work Products:

- Spreadsheet model printouts of revenue requirements analyses for each service considered

Task Three: Rate Structure Evaluations

Task Three includes evaluation of each utility's existing rate structures; identify potential issues and improvements consistent with City goals and objectives. One of the rate structure issues to be evaluated is related to residential sewer rates. The consultant will evaluate three residential sewer rate options; single flat rate, three tiered flat rate, and consumption based rate.

- 3.1 With the assistance of City staff, the consultant will evaluate existing rate structures and identify potential issues.
- 3.2 The consultant will review of original cost of service analyses that were developed for the City as part of the previous rate study, and determine if current rates and revenue collections from specific customer classes are still in-line with the original study recommendations and/or City objectives. This task will involve collection and analysis of summary level customer billing data, and the consultant will heavily rely of the City's customer billing and other related records.
- 3.3 Consultant will identify potential improvements, their revenue impacts, and customer bill impacts of potential rate structure changes. Resulting findings will be presented to City staff for discussion, and final rate structure recommendations will be formulated together with City officials.
- 3.4 The consultant will review the City's industrial customer's (Foster Farms) historical demands relative to the contractual allotments, and evaluate impacts between the industrial customer and other customer classes if some of the utility fixed costs are allocated to customer classes based on capacity commitments rather than actual demands.

Task Three Work Products:

- Rate structure evaluations and recommended rate structure changes

Task Four: Allocation of Sewer Revenues between Treatment & Collection Functions

Task Four would allocate the City's sewer revenues between "collection and collection related business activities" and "treatment" in order to establish a defensible basis for tax reporting purposes. This task will include an allocation of sewer assets between functions of service, and will rely on City staff to identify "collection mains" and "transmission mains" based on the currently accepted definition resulting from a 2001 lawsuit filed by the City of Spokane against the Washington State Department of Revenue. It will also include an allocation of system costs between functional categories as a proxy to revenues.

Task Four Work Products:

- Spreadsheet model printouts of the revenue allocation analysis
- Percentage split of sewer revenues between "collection" and "treatment" functions

Task Five: System Development Charge Analyses

Task Five includes the analyses and update of water, wastewater, and stormwater system development charges. It should be noted that this task does not include an analysis of regional treatment plant SDC the City passes through to its customers. It only includes SDCs imposed by the City.

- 5.1 The consultant will calculate the existing and future cost bases to be included in the charge. In general, this includes the original cost of existing system assets (net of donated facilities), plus applicable interest (carrying costs) on those assets. The future cost basis will include planned future capital improvement projects.
- 5.2 Together with City staff, the consultant will develop existing and future customer equivalents over which the cost basis for each service is to be allocated.
- 5.3 The consultant will calculate the maximum allowable SDC for each service and develop a proposed schedule of charges as necessary.

Task Five Work Products:

- SDC spreadsheet models
- Updated SDCs

Task Six: Meetings

Task Six includes two review meetings with City staff and two City Council / Sub-committee meetings.

- 6.1 Review meetings. The consultant shall prepare for and attend to up to two (2) meetings with City staff to review revenue requirements and SDC findings, and to discuss rate structure evaluation findings. One of these review meetings will be in the form of a conference call, and the second one will be held in FCS GROUP's Redmond office.
- 6.2 Council / Sub-committee meetings. The consultant will prepare materials for and present study findings and recommendation to the City Council and/or other Committees desired by the City in up to one (1) meeting.

Task Six Work Products:

- Two on-site review meetings with City staff
- Two City Council / Sub-committee meetings

Task Seven: Documentation

Task Seven includes the writing of the financial analysis plan report and the delivery of the spreadsheet models.

- 7.1 Computer spreadsheets. The consultant shall provide electronic copies of the Excel spreadsheet model for each service considered in the analyses.
- 7.2 Draft Report. A draft report shall be prepared that summarizes all of the findings, recommendations and supporting materials for this project for staff review and presentation to Council.
- 7.3 Final Report. A final report shall be prepared that includes revisions based on City staff and Council comments. The final product shall be prepared in both hard copy and .PDF formats.

Task Seven Work Products:

- Draft report
- Final report
- Electronic versions of analytical models

PROPOSED BUDGET FOR KELSO RATE AND SDC STUDY

Task	Consultant Hours and Labor Budget						Expense Budget		TOTAL BUDGET	
	Principal Cebron	Technical Advisor Ghilarducci	Study Manager Dogan	Analyst	Admin. Support	Total Estiamted Hours	Labor Budget	Technology Charge [a]		Mileage Charge [b]
<i>Hourly Billing Rates:</i>	\$225	\$225	\$165	\$110	\$75			\$5		
Task One - Project Initiation / Data Collection	2	-	6	12	-	20	\$2,760	\$100	\$0	\$2,860
Task Two - Revenue Requirement Analyses	4	-	14	36	-	54	\$7,170	\$270	\$0	\$7,440
Task Three - Rate Structure Evaluations	8	2	18	30	-	58	\$8,520	\$290	\$0	\$8,810
Task Four - Allocation of Sewer Revenues	2	-	6	20	-	28	\$3,640	\$140	\$0	\$3,780
Task Five - System Development Charges	4	2	10	28	-	44	\$6,080	\$220	\$0	\$6,300
Task Six - Meetings (Up to 3 meetings)	10	-	12	6	-	28	\$4,890	\$140	\$200	\$5,230
Task Seven - Documentation	8	-	6	24	2	40	\$5,580	\$200	\$0	\$5,780
TOTAL	38	4	72	156	2	272	\$38,640	\$1,360	\$200	\$40,200

[a] \$5 per hour.

[b] \$200 per on-site meeting.

AGENDA SUMMARY SHEET

AGENDA ITEM: An Ordinance
first reading delegating the authority
to invest, reinvest, sell, or exchange
securities and deposit such securities
for safekeeping.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 7/2/2013
ORIGINATING DEPT: Finance
DATE SUBMITTED: 6/26/2013
COST OF ITEM: _____
AMT. BUDGETED _____

CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:
See attached ordinance.

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. This ordinance, along with our new investment policy, will provide authorization and guidance for investing in alternative securities that may be more advantageous to the City.

RECOMMENDED ACTION:
Approve first reading of ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON ADDING A NEW CHAPTER 3.38 TO THE KELSO MUNICIPAL CODE ESTABLISHING PROCEDURES FOR THE INVESTMENT OF CITY FUNDS.

WHEREAS, the City Council has found it necessary to update Title 3 of the Kelso Municipal Code to add a new Chapter 3.38 KMC that acknowledges the adoption of and adherence to the City’s Investment Policy; and

WHEREAS, RCW 35A.40.050 authorizes any excess or inactive funds on hand in the city treasury not otherwise invested for the specific benefit of any particular fund, may be invested by the Finance Director in United States government bonds, notes, bills or certificates of indebtedness for the benefit of the general or current expense fund.

WHEREAS, the City Council has adopted, by separate Resolution, a policy for the investment of City funds in compliance with the provisions delineated in RCW 35A.40.050

NOW, THEREFORE,

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

SECTION 1. That Title 3 of the Kelso Municipal Code is hereby amended to add a new Chapter 3.38—INVESTMENT OF FUNDS as set forth in Exhibit A, attached hereto and hereby incorporated:

SECTION 2. SEVERABILITY. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

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

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of

_____, 2013.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Exhibit A

Chapter 3.38 INVESTMENT OF FUNDS

Sections:

3.38.010 City investment policy resolution.

3.38.010 City investment policy resolution.

Pursuant to RCW 35A.40.050, or as subsequently amended, the authority to invest and reinvest money of the city, to sell or exchange securities so purchased, and to deposit such securities for safekeeping is delegated to the Finance Director in adherence to the most current version of the city's adopted investment policy resolution.

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

SUBJECT TITLE:

**ADOPT AN ORDINANCE AMENDING KMC
5.05.120 TO DECREASE WATER UTILITY
BUSINESS TAX RATES FROM TWENTY
PERCENT TO EIGHTEEN PERCENT FOR
WATER PROVIDERS**

Agenda Item: _____

Dept. of Origin: _____

For Agenda of: _____

Cost of Item: _____

PRESENTED BY:

City Manager: Stephen Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Draft Ordinance;
Copy of House Bill for SHB 1512

SUMMARY STATEMENT:

In 2012, The City Council raised the taxes paid by the City's water utility to the City from 18% to 20% to address the increased costs to the City from water for fire service costs. This raise was in response to a 2008 Washington Supreme Court decision, *Lane v. Seattle*, that found that a water utility could not pay the costs of providing for fire suppression services. This was because the Court found fire suppression is a general governmental expense of the municipality, not a utility expense of utility ratepayers. A city could, however, pay these expenses from the general fund and then increase the taxes due from the utility to cover these increased costs. This is what the City did by Ordinance in 2012 by raising rates 2% or the estimated costs of fire suppression.

Cities, water districts and private water suppliers were unhappy with the result and worked with the State Legislature, which in this last session passed SHB 1512, which is effective July 28, 2013 and which clarified the authority of water purveyors to provide fire suppression water facilities and services and to recover the costs of those facilities and services.

As a result of this legislative change, the City can now return to its pre-Lane practices whereby the water utility and not the general fund of the City pays these fire service costs since they are directly related to the provision of water service. As such the rate paid by the utility to the City in taxes may be reduced because these costs are no longer being passed through.

It is important to note that neither this proposed change, nor the change under Ordinance No. 3780 made any change to the rate paid by ratepayers. The ratepayers have been and continue to be paying for the cost of the fire suppression. Due to the *Lane* case it was just a question of how that charge was passed on. This Ordinance restores the status quo prior to *Lane* as authorized now by the Legislature.

The effective date of the ordinance is August 1, 2013 to account for the effective date of the state law, which is July 28, 2013.

FINANCIAL SUMMARY:

No change to rates collected from ratepayers or costs of fire suppression. Only change is in accounting for costs.

OPTIONS:

1. Do nothing. Under this option, the City would continue to pay fire suppression costs and then collect the costs from the utility who continues to collect them from ratepayers in the form of higher overhead costs.
2. Adopt the ordinance which reduces the amount of tax paid by the utility related to fire suppression costs.

RECOMMENDED ACTION:

ADOPT AN ORDINANCE AMENDING KMC 5.05.120 TO DECREASE WATER UTILITY BUSINESS TAX RATES FROM TWENTY PERCENT TO EIGHTEEN PERCENT FOR WATER PROVIDERS

ORDINANCE NO. _____

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

WHEREAS, the City Council adopted Ordinance No. 12-3780 on November, 20, 2012 which raised the taxes paid by the City's water utility from eighteen percent (18%) to twenty percent (20%) to address the increased costs to the City from water for fire service costs; and

WHEREAS, this raise was due to a Washington Supreme Court decision, *Lane v. Seattle*, whereby it was found that a water utility could not pay the costs of providing water for fire services, as was historically done across the state, because this was instead a general governmental expense of the municipality; a city could, however, pay these expenses from the general fund and then increase the taxes due from the utility to cover these increased costs, which is what the City Council did by Ordinance 12-3780; and

WHEREAS, the *Lane v. Seattle* decision and a companion decision *Tacoma v. Bonney Lake* caused great consternation in Washington communities and water districts throughout the State causing the matter to be raised to the State Legislature; and

WHEREAS, the State Legislature passed SHB 1512, which is effective July 28, 2013 and which clarified the authority of water purveyors to provide fire suppression water facilities and services and to recover the costs of those facilities and services; and

WHEREAS, the City Council wishes to return its practices to the pre-Lane status whereby the water utility and not the general fund of the City pays these fire service costs since they are directly related to the provision of water service; and

WHEREAS, the City's evaluation of the costs of providing fire service was estimated

to be approximately 2% of the gross revenues of the utility, which was the amount of the increase under Ordinance No. 12-3780; and

WHEREAS, the City Council wishes to decrease the tax rate paid by the water utility by 2% to address the change in circumstances authorized by SHB 1512; and

WHEREAS, the City is not, by this ordinance, increasing or decreasing rates paid by ratepayers; this Ordinance is only amending the cost paid by the water utility to the City;

NOW, THEREFORE,

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

SECTION 1. AMENDMENT OF KMC 5.05.120. That Kelso Municipal Code Section 5.05.120--

Imposition of the tax—Tax levied. Subsections E, is hereby amended to provide as follows:

5.05.120 Imposition of the tax—Tax levied.

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

[...]

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

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

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect on August 1, 2013..

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

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

HOUSE BILL REPORT

HB 1512

As Reported by House Committee On:
Local Government

Title: An act relating to fire suppression water facilities and services provided by municipal and other water purveyors.

Brief Description: Concerning fire suppression water facilities and services provided by municipal and other water purveyors.

Sponsors: Representatives Takko, Kochmar, Fitzgibbon, Buys, Sullivan, Magendanz, Springer, Van De Wege and Ryu.

Brief History:

Committee Activity:

Local Government: 2/8/13, 2/12/13 [DPS].

Brief Summary of Substitute Bill

- Establishes and clarifies the authority of water purveyors to supply fire suppression water facilities and services for cities, towns, and counties, and to recover the costs of providing those facilities and services.
- Provides liability protections for purveyors supplying fire suppression water facilities and services.

HOUSE COMMITTEE ON LOCAL GOVERNMENT

Majority Report: The substitute bill be substituted therefor and the substitute bill do pass. Signed by 9 members: Representatives Takko, Chair; Fitzgibbon, Vice Chair; Taylor, Ranking Minority Member; Kochmar, Assistant Ranking Minority Member; Buys, Crouse, Liias, Springer and Upthegrove.

Staff: Michaela Murdock (786-7289).

Background:

Over 17,000 public water systems exist in this state. Public water systems may be owned by public, private nonprofit, or investor-owned utilities. Many publicly owned public water

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

systems are owned and operated by cities, towns, and water-sewer districts. Irrigation districts, public utility districts, and counties may also own and operate public water systems.

Water-sewer districts (districts) may purchase, construct, maintain, and supply waterworks to furnish water to inhabitants within and outside of the district, and may develop and operate systems of sewers and drainage. Districts may also create facilities, systems, and programs for the collection, interception, treatment, and disposal of wastewater, and for the control of pollution from the wastewater. Districts are authorized to establish rates and charges for providing water and sewer services.

Cities and towns may provide for the sewerage, drainage, and water supply of the city or town, and may establish, construct, and maintain water supply systems and systems of sewers and drains within or without their corporate limits. Cities and towns are also authorized to establish rates and charges for providing water and sewer services. In 2002 the Legislature passed House Bill 2902, which expressly authorizes cities and towns operating water supply systems to include fire hydrants as an integral utility service incorporated within general rates.

Counties may purchase, construct, and maintain a system or systems of water supply within the county. Counties may control, regulate, operate, and manage such systems and provide funds by general obligation bonds, revenue bonds, and local improvement district bonds or assessments.

Public Water Systems.

A public water system is any system providing water intended for, or used for, human consumption or other domestic uses. It includes water source, purifying treatment, storage, transmission, pumping, and distribution facilities where water is furnished to a community, individuals, or is made available to the public for human consumption or domestic use. It does not include water systems serving one single-family residence. A "purveyor" means any agency or subdivision of the state, or any municipal corporation, firm, company, mutual or cooperative association, institution, partnership, or person or any other entity, that owns or operates for wholesale or retail service a public water system. It also means the authorized agents of any such entities.

Under the Public Water System Coordination Act of 1977, the Secretary of the Department of Health must adopt performance standards relating to fire protection to be incorporated into the design and construction of new and expanding public water systems. The standards must be consistent with applicable national standards.

Case Law Relating to Local Government Funding of Fire Hydrants.

Case law provides that a local government does not have power to impose taxes without statutory or constitutional authority. Local governments may impose a fee, however, pursuant to their general police power under the Washington Constitution.

In *Lane v. City of Seattle*, 164 Wn.2d 875, 194 P.3d 977 (2008) (*Lane*), the Washington Supreme Court held that providing fire hydrants is a government responsibility, not a proprietary one, for which the government must pay out of its General Fund. In reaching its holding, the court also found that a monthly fire hydrant charge paid by water utility

ratepayers to a public utility was a tax and not a fee for three reasons: (1) the purpose of the charge was to increase revenue and not to regulate fire hydrants or water usage; (2) ratepayers paid the same fixed charge whether they used the hydrants or not; and (3) all persons benefitted from the hydrants, not just ratepayers.

Under the Washington Constitution: "No tax shall be levied except in pursuance of law; and every law imposing a tax shall state distinctly the object of the same to which only it shall be applied." The court in *Lane* held that the monthly fire hydrant fee, which was in actuality a tax, was an unlawful tax that violated the constitution, because it neither explicitly stated the imposition of a tax, nor stated the object of the tax. In contrast, a tax on public utilities (rather than a fee charged to ratepayers) to make up the cost of fire hydrants is lawful, even though the tax increase results in the public utility increasing its rates for ratepayers.

In *City of Tacoma v. City of Bonney Lake*, 173 Wn.2d 584, 269 P.3d 1017 (2012) (*Bonney Lake*), the Washington Supreme Court considered issues similar to those considered in *Lane*.

Tacoma and Tacoma Public Utilities had franchise agreements with Pierce County, Fircrest, University Place, and Federal Way to provide water services. Prior to *Lane*, Tacoma paid for fire hydrants in its jurisdiction and the other jurisdictions by charging ratepayers a hydrant fee. Following *Lane*, Tacoma and Tacoma Public Utility ceased charging Tacoma ratepayers and sent bills to the other jurisdictions for hydrant costs. The jurisdictions refused to pay the costs.

Ultimately, the court in *Bonney Lake* held that Tacoma, acting in a proprietary capacity in entering into the franchise agreements, was contractually obligated by the agreements to provide hydrant services and to bear the costs of those services. It noted that Tacoma and Tacoma Public Utilities could have negotiated for the cost of the hydrants to be borne by the other jurisdictions, but it had not. The court also declined to find that a charge for hydrants always results in a tax, and held that whether a charge is a tax or a fee depends on how the charge is levied.

Summary of Substitute Bill:

Intent. In enacting the bill, the Legislature specifically responds to the Washington Supreme Court cases of *Lane* and *Bonney Lake*. It finds that governmental and nongovernmental water purveyors play a key public service role in providing water for fire protection, and there is currently uncertainty and confusion as to a water purveyor's role, responsibilities, cost allocation, and recovery authority related to those services. The Legislature intends to address that uncertainty and confusion.

Definitions. Frequently used terms are defined, including:

- "fire suppression water facilities," which means water supply transmission and distribution facilities, interties, pipes, valves, control systems, lines, storage, pumps, fire hydrants, and other facilities, or any part thereof, used or usable for the delivery of water for fire suppression purposes; and

- "fire suppression water services," which means operation and maintenance of fire suppression water facilities and the delivery of water for fire suppression purposes.

Cost Allocation and Recovery. A purveyor may allocate and recover the costs of fire suppression water facilities and services: (1) from all customers as costs of complying with state law and regulations; (2) from customers based on service, benefits, burdens, and impacts; or (3) both.

Contracts for Facilities and Services. A city, town, or county may contract with purveyors for the provision of fire suppression water facilities, services, or both.

Payment by Counties. A county is not required to pay for fire suppression water facilities or services unless it is a customer, acting as a purveyor, or has agreed to do so consistent with applicable law.

Liability. Municipal and nonmunicipal purveyors are not liable for any damages that arise out of a fire event, relating to the operation, maintenance, and provision of fire suppression water facilities and services, under certain circumstances.

Consistent with applicable statute, agreements or franchises may include indemnification, hold harmless, or other risk management provisions under which purveyors may indemnify and hold harmless cities, towns, and counties against damages arising from fire suppression activities.

Other provisions. The statutory provisions are to be liberally construed, confer powers that are supplemental to powers conferred by other law, and do not affect or impair any ordinance, resolution, or contract lawfully entered into prior to the bill's effective date.

Substitute Bill Compared to Original Bill:

Substitute House Bill 1512 makes a change to section 6 of the underlying bill, which concerns liability protection for fire suppression water facilities and services. In the underlying bill, water purveyors that are not municipal corporations must have a description of their fire hydrant maintenance measures in order to avoid liability for any damages that arise out of a fire event. The substitute bill adds a requirement that any such descriptions of fire hydrant maintenance measures be kept on file by the purveyor and be available to the public.

Appropriation: None.

Fiscal Note: Not requested.

Effective Date of Substitute Bill: The bill takes effect 90 days after adjournment of the session in which the bill is passed.

Staff Summary of Public Testimony:

(In support) The Washington Supreme Court cases of *Lane* and *Bonney Lake* specifically referenced fire hydrants; however, maintaining fire hydrants is only one minor cost of the total cost of maintaining fire protection infrastructure for communities. The cost of this infrastructure is not insignificant.

Historically, the cost has been recovered through charges to ratepayers in their water bills, but the holdings of *Lane* and *Bonney Lake* have taken away this option. Governments cannot charge ratepayers for these costs, but rather must tax taxpayers. As a result, cities, counties, and utilities have been left struggling to figure out how to fund fire suppression facilities and services. They need questions answered: How can they charge for these costs? What portion of the water system can they charge for (given that only part of the system is used for fire suppression)? And what is the status of existing franchise agreements? The bill will resolve these questions.

As a result of turmoil in the law, fire districts have been locked out of their fire hydrants for a number of years. Cities have incurred costs of hundreds of thousands of dollars, because they do not know how to allocate and recover the costs. Special purpose districts, which do not have taxing authority and have been told they cannot charge fees for such costs, have sent bills to cities and counties that remain unpaid. Cities, counties, and utilities do not know how to lawfully, effectively, and efficiently charge for and recover these costs. If the Legislature does not clarify the law, cities, counties, and utilities are not sure how they will raise the money to fund these facilities and services.

The bill is the result of collaborative effort and support from cities, counties, and utilities.

The fundamental thrust of the bill is to allow cities, counties, and utilities to do what has been working for them for the past 100 years. Charging ratepayers was a mode of doing business that everyone was comfortable with and it worked well for everyone.

The liability provisions of the bill will help address the current problem of nonmunicipal water purveyors not maintaining their fire suppression systems. These purveyors will be required to put into effect a hydrant maintenance plan, which will help ensure that firefighters can actually use the facilities in a fire event. The liability provisions will also help ensure that water purveyors continue to provide fire suppression services. Given the uncertainty regarding liability, some purveyors have said that they will no longer provide hydrant service. This bill will bring some certainty back to the process, and will encourage investment in fire suppression facilities and services.

The bill is consistent with existing case law, but resolves the confusion created by *Lane* and *Bonney Lake*.

The difference between a ratepayer and a taxpayer is very small, and the shift in cost will be minimal.

(Opposed) None.

Persons Testifying: Representative Takko, prime sponsor; Lloyd Warren, Cascade Water Alliance; Beau Bakken, Washington Fire Chiefs Association; Blair Burroughs, Washington

Association of Sewer and Water Districts; Al Rose, Pierce County; Tom Brubaker, City of Kent; Adam Gravley, Van Ness Feldman GordonDerr; and Steve Lindstrom, Sno-King Water District Coalition.

Persons Signed In To Testify But Not Testifying: None.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Ordinance 1st Reading – Amending Ordinance 10-3734, codified as KMC Chapter 15.03, to replace the various 2009 International Building Codes and 2009 International Fire Code with the 2012 Edition of the International Building Codes and 2012 Fire Code recently adopted by the Washington State Building Code Council.

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: July 2, 2013

Cost of Item: _____

PRESENTED BY:

Nancy Malone
Planning Manager

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Ordinance
Exhibit A – KMC Chapter 15.03 Construction Administrative Code

SUMMARY STATEMENT:

The Legislature of the State of Washington has enacted RCW Chapter 19.27 which adopted the International Building Code, the International Residential Code, the International Mechanical Code, the International Fire Code and the Uniform Plumbing Code including certain amendments, with an implementation date of July 1, 2013.

The adopted codes will be applicable throughout the State of Washington in all counties and cities in substitution and replacement of all prior codes. Adoption of the new codes will keep the city's building regulations consistent with the surrounding jurisdictions and provide the building and business community with a predictable regulatory environment.

RECOMMENDED ACTION:

Staff recommends council to approve the proposed ordinance on 1st reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE 10-3734, CODIFIED AS KMC CHAPTER 15.03, TO REPLACE THE VARIOUS 2009 INTERNATIONAL BUILDING CODES AND 2009 INTERNATIONAL FIRE CODE WITH THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODES AND 2012 INTERNATIONAL FIRE CODE RECENTLY ADOPTED BY THE WASHINGTON STATE BUILDING CODE COUNCIL AS SET FORTH HEREIN.

WHEREAS, the Legislature of the State of Washington has enacted RCW Chapter 19.27 which adopted the International Building Code, the International Residential Code, the International Mechanical Code, the International Fire Code, and the Uniform Plumbing Code, and provided that such codes including certain amendments shall be applicable throughout the State of Washington, in all counties and cities, in substitution and replacement of all prior codes; and

WHEREAS, by reason of such enactment, it is necessary that the City of Kelso adopt such codes;

NOW, THEREFORE,

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

SECTION 1. That Ordinance 10-3734, codified as Kelso Municipal Code 15.03 is hereby repealed and replaced with the new Chapter 15.03 attached as 'Exhibit A'.

SECTION 2. This ordinance shall be in full force and effect from and after July 1, 2013, and after its passage and publication of summary as required by law.

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

MAYOR

ATTEST/AUTHORIZATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Chapter 15.03 CONSTRUCTION ADMINISTRATIVE CODE

Sections:

- [15.03.020](#) International Building Code adopted.
- [15.03.030](#) International Residential Code adopted.
- [15.03.040](#) International Existing Building Code adopted.
- [15.03.045](#) Washington State Historic Building Code adopted.
- [15.03.050](#) International Mechanical Code adopted.
- [15.03.060](#) National Fuel Gas Code (NFPA 54) adopted.
- [15.03.070](#) Liquefied Petroleum Gas Code (NFPA 58) adopted.
- [15.03.080](#) International Fuel Gas Code adopted.
- [15.03.090](#) International Fire Code adopted.
- [15.03.100](#) IFC referenced codes and standards.
- [15.03.110](#) Uniform Plumbing Code adopted.
- [15.03.120](#) Washington State Energy Code adopted.
- [15.03.130](#) Washington State Ventilation and Indoor Air Quality Code adopted.
- [15.03.140](#) International Property Maintenance Code adopted.
- [15.03.144](#) Uniform Code for the Abatement of Dangerous Buildings adopted.
- [15.03.146](#) Uniform Housing Code adopted.
- [15.03.150](#) Documents to be filed and available for public inspection.
- [15.03.160](#) Violation—Penalty.
- [15.03.170](#) Fees.

15.03.020 International Building Code adopted.

The ~~2009-2012~~ Edition of the International Building Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-50 WAC, as published by the International Code Council, is hereby adopted, together with the following amendments:

Section 111.3.1 Bonding

The building official is authorized to require that a performance bond be posted with the City in an amount equal to 150% of the incomplete work as determined by the design professional. The bond shall be refundable upon inspection, final approval and request in writing for the refund. It shall be the duty of the applicant to request the refund.

Section 113.1.1 Hearing Examiner

In lieu of a Board of Appeals, a Hearing Examiner, as authorized in Title 2 of the Kelso Municipal Code, is authorized to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code.

A. Appendix G, "Flood-Resistant Construction"; and

B. Appendix H, "Signs," except amend H101.2(1), Signs exempt from permit. Painted nonilluminated signs not connected to or painted directly on a structure; and

C. Appendix I, "Patio Covers"; and

D. Appendix J, "Grading" as amended.

[E. Appendix E, "Supplementary Accessibility Requirements".](#)

Section J 102.1 Additions to Definitions.

"Professional Inspections" – Means-is the inspection required by this code to be performed by the civil engineer, soils engineer or engineering geologist. Such inspections include that performed by persons supervised by such engineers or geologists and shall be sufficient to form an opinion relating to the conduct of the work.

"Soils Engineer" – Means-is an engineer experienced and knowledgeable in the practice of soils engineering (geotechnical engineering).

"Soil Engineering" or "Geotechnical Engineering" – Means-is the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earthen materials and the inspection or testing of their construction.

Section J 103.2 Additions to Exempted Work.

8. An excavation that (1) is less than 2 feet (610 mm) in depth or (2) does not create a cut slope greater than 5 feet (1,524 mm) in height and steeper than 1 unit vertical in 1 1/2 units horizontal (66.7% slope).

9. A fill less than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in depth, not intended to support structures, that does not exceed 50 cubic yards (38.3 cubic meters) on any one lot and does not obstruct a drainage course.

Section J 104.5 Grading Designation.

Grading in excess of 5,000 cubic yards (3,825 cubic meters) shall be performed in accordance with the approved grading plan prepared by civil engineer, licensed to practice in the State of Washington, and shall be designated as "engineered grading." Grading involving less than 5,000 cubic yards (3,825 cubic meters) shall be designated "regular grading," unless the permittee chooses to have the grading performed as "engineered grading," or the building official determines that special conditions or unusual hazards exist, in which case grading shall conform to the requirements for engineered grading.

Section J 104.6 Engineering Grading Requirements.

Application for a grading permit shall be accompanied by two sets of plans and specifications, and supporting data consisting of a soils engineering report and engineering geology report. The plans and specifications shall be prepared and signed by an individual licensed by the State to prepare such plans or specifications when required by the Building Official.

Specifications shall contain information covering construction and material requirements.

Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give location of the work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, and proposed drainage channels and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as part of, the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drains.
5. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 15 feet (4,572 mm) of the property or that may be affected by the proposed grading operations.
6. Recommendations included in the soils engineering report and the engineering geology report shall be incorporated in the grading plans or specifications. When approved by the building official, specific recommendations contained in the soils engineering report and the engineering geology report, which are applicable to grading, may be included by reference.
7. The dates of the soils engineering and engineering geology reports, together with the names, addresses and phone numbers of the firms or individuals who prepared the reports.

Section J 104.7 Soils Engineering Report.

The soils engineering report required by Section J 104.6 shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary,

and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes.

Section J 104.8 Engineering Geology Report.

The engineering geology report required by Section J 104.6 shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors.

Section J 104.9 Regular Grading Requirements.

Each application for a grading permit shall be accompanied by a plan in sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner and the name of the person who prepared the plan. The plan shall have the following information:

1. General vicinity of the proposed site.
2. Limiting dimensions and depth of cut and fill.
3. Location of any buildings or structure where work is to be performed, and the location of any buildings or structures within 15 feet (4,572 mm) of the proposed grading.

Section J 104.10 Issuance.

The provisions of Section 105 are applicable to grading permits. The building official may require that grading operations and project designs be modified if delays occur which incur weather-generated problems not considered at the time the permit was issued.

The building official may require professional inspection and testing by the soils engineer. When the building official has cause to believe that geologic factors might be involved, the grading will be required to conform to engineered grading.

(Ord. 3734 § 1, 2010; Ord. 3649 § 1, 2007; Ord. 3572 §§ 1, 3, 2005; Ord. 3539 § 3, 2004)

15.03.030 International Residential Code adopted.

The ~~2009-2012 Edition~~ edition of the International Residential Code (IRC), as adopted and hereafter amended by the State Building Code Council in Chapter 51-51 WAC, as published by the International Code Council, excluding Chapter 11 “Energy Efficiency” and Chapters 34 through 43 “Electrical” are not adopted. “Mechanical and Fuel Gas” are adopted together with the following:~~is adopted with the following amendments:~~

- A. Appendix E, “Manufactured Housing Used as Dwellings”; and

B. Appendix G, "Swimming Pools, Spas and Hot Tubs"; and

C. Appendix H, "Patio Covers"; and

~~are hereby adopted.~~

D. Table R301.2(1) Climatic and Geographic Design Criteria established:

**Table R301.2(1) Climatic and
Geographic Design Criteria**

Roof Snow Load:	30-25 psf
Wind Speed:	95-85 mph, 110 mph 3 second gust
Seismic Design Category:	D1
Subject to Damage from Weathering:	Moderate
Frost Line Depth:	12 inches
Subject to Damage from Termite:	Slight to Moderate
Subject to Damage from	Slight to Moderate

Decay:

Winter Design Temperature: 22-20 Degrees F

Ice Shield Underlayment Required: N/A

Air Freezing Index: N/A

Mean Annual Temperature: 50 Degrees F

(Ord. 3734 § 1, 2010; Ord. 3649 § 2, 2007; Ord. 3572 §§ 1, 4, 2005; Ord. 3566 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.040 International Existing Building Code adopted.

The ~~2009-2012 Edition~~ edition of the International Existing Building Code, as published by the International Code Council, is hereby adopted. (Ord. 3734 § 1, 2010; Ord. 3572 §§ 1, 4, 2005; Ord. 3539 § 3, 2004)

15.03.045 Washington State Historic Building Code adopted.

The Washington State Historic Building Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-19 WAC, is adopted. (Ord. 3572 § 1, 5, 2005)

15.03.050 International Mechanical Code adopted.

The ~~2009-2012 Edition~~ edition of the International Mechanical Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-42 WAC, as published by the International Code Council, is adopted with Appendix A "Chimney Connector Pass-Throughs". (Ord. 3734 § 1, 2010; Ord. 3649 § 3, 2007; Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.060 National Fuel Gas Code (NFPA 54) adopted.

The National Fuel Gas Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted. (Ord. 3734 § 1, 2010; Ord. 3649 § 4, 2007; Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.070 Liquefied Petroleum Gas Code (NFPA 58) adopted.

The Liquefied Petroleum Gas Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted. (Ord. 3734 § 1, 2010; Ord. 3649 § 5, 2007; Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.080 International Fuel Gas Code adopted.

The ~~2009-2012 Edition~~ edition of the International Fuel Gas Code (IFGC), as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, is adopted. (Ord. 3734 § 1, 2010; Ord. 3649 § 6, 2007; Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.090 International Fire Code adopted.

The ~~2009-2012 edition of the~~ International Fire Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-54 WAC, as published by the International Code Council, is adopted.

(Ord. 3734 § 1, 2010; Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.100 IFC referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in IFC Chapter 45 and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. (Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.110 Uniform Plumbing Code adopted.

The ~~2009-2012 Edition~~ edition of the Uniform Plumbing Code (UPC), as adopted and hereafter amended by the State Building Code Council in Chapters 51-56 and 51-57 WAC, as published by the International Association of Plumbing and Mechanical Officials (IAPMO) Code Council, is adopted with Appendices A “Recommended Rules for Sizing the Water Supply System”, B “Explanatory notes on Combination Waste and Vent System” and I “Installation Standards”. Chapter 12 “Fuel Piping”, Chapter 15 “Firestop Protection” and those requirements of Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted. (Ord. 3734 § 1, 2010; Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.120 Washington State Energy Code adopted.

The 2012 Washington State Energy Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-11 WAC, is adopted. (Ord. 3572 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.130 Washington State Ventilation and Indoor Air Quality Code adopted.

The Washington State Ventilation and Indoor Air Quality Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-13 WAC, is adopted. (Ord. 3572 §§ 1, 6, 2005; Ord. 3539 § 3, 2004)

15.03.140 International Property Maintenance Code adopted.

The ~~2003-2009 Edition~~ edition of the International Property Maintenance Code as published by the International Code Council is adopted with the following amendments:

101.1 Title.

These regulations shall be known as the Property Maintenance Code of the City of Kelso, hereinafter referred to as "this code."

~~101.102.2.1 Conflicts~~ General.

When conflicts occur between this code and the Kelso Municipal Code, the Kelso Municipal Code requirements shall govern.

103.1 General.

The code enforcement division is hereby created and the official in charge thereof shall be known as the code official.

103.5 Fees.

Is not adopted. Fees shall be as set by resolution of the City Council.

106.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a gross misdemeanor, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

~~107.4-5~~ Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in KMC 8.24 and KMC 15.03.010.

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Building Code, International Residential Code, International Mechanical Code, International Fire Code,

~~International~~Uniform Plumbing Code, or the National Electrical Code, such terms shall have the meanings ascribed to them as in those codes.

304.14 Insect screens. Is not adopted.

304.18.1 Doors. Is not adopted.

~~307.2.2 Refrigerators.~~

~~Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises.~~

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Uniform Plumbing Code.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C) nor shall the temperature be set higher than the maximum allowed by federal, state or local law. A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

602.2 Residential occupancies.

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

602.4 Occupiable workspaces.

Indoor occupiable workspaces shall be supplied with means to provide heat to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

604 Electrical facilities.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the NEC (National Electric Code).

Chapter 8 Referenced Standards.

References to the electric code shall mean the National Electric Code as adopted by the State of Washington.

(Ord. 3572 §§ 1, 7, 2005; Ord. 3566 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.144 Uniform Code for the Abatement of Dangerous Buildings adopted.

Chapter 3, "Definitions"; Chapter 8, "Performance of Work of Repair or Demolition"; and Chapter 9, "Recovery of Cost of Repair or Demolition" of the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings as published by the International Conference of Building Officials is adopted, with the following amendments:

CHAPTER 3

DEFINITIONS

SECTION 301

GENERAL

For the purposes of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Construction Administrative Code, International Property Maintenance Code or the Uniform Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used.

BUILDING CODE is the International Building Code and/or the International Residential Code promulgated by the International Code Council, as adopted by this jurisdiction.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of the International Property Maintenance Code and/or Section 302 of this code, as adopted by this jurisdiction.

HOUSING CODE is the International Property Maintenance Code promulgated by the International Code Council and/or the Uniform Housing Code promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

CHAPTER 8

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801

GENERAL

801.1 Procedure.

When any work of repair or demolition is to be done pursuant to this code, the building official shall issue an order therefor^e to the director of public works and the work shall be accomplished by city personnel or by private contract under the direction of said director. Plans and specifications therefor^e may be prepared by the building official, or the building official may employ such architectural and engineering assistance on a contract basis as may be deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

801.2 Costs.

The costs of such work shall be paid from the community cleanup fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

SECTION 802

COMMUNITY CLEANUP FUND.

802.1 General.

There may be established a fund designated as the "Community Cleanup Fund" to be approved in the annual budget ordinance. The Community Cleanup Fund Payments may be used at the discretion of the City Manager, or his designee, for the purpose defraying costs and expenses that may be incurred by this jurisdiction in doing, or causing to be done, the necessary work or repair or demolition of dangerous buildings. Said fund shall be the same as referenced in KMC Chapter 15, Section 1502.1.

802.2 Maintenance of Fund.

The legislative body may at any time transfer to the community cleanup fund, out of any money in the general fund of the city, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the community cleanup fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the director of finance of the City of Kelso, who shall credit the same to the community cleanup fund.

CHAPTER 9

RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 901

ACCOUNT OF EXPENSE, FILING OF REPORT

The building official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of this code. Upon the completion of the work of repair or demolition, said building official shall prepare and file with the clerk of the City of Kelso a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to this code.

SECTION 912

REPAYMENT OF COMMUNITY CLEANUP FUND

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the finance director of the City of Kelso, who shall credit the same to the community cleanup fund.

(Ord. 3572 §§ 1, 8, 2005)

15.03.146 Uniform Housing Code adopted.

Chapter 10, "Substandard Buildings"; Chapter 13, "Procedures for Conduct of Hearing Appeals"; Chapter 15, "Performance of Work of Repair or Demolition"; and Chapter 16, "Recovery of Cost of Repair or Demolition" of the 1997 Edition of the Uniform Housing Code as published by the International Conference of Building Officials are hereby adopted with the following amendments.

CHAPTER 10

SUBSTANDARD BUILDINGS

SECTION 1001

DEFINITION

1001.1 General.

Any building or portion thereof that is determined to be an unsafe building in accordance with the Construction Administrative Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard buildings.

CHAPTER 15

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 1501

GENERAL

1501.1 Procedure.

When any work of repair or demolition is to be done pursuant to this code, the building official shall cause the work to be accomplished by city personnel or by private contract under the direction of the building official. Plans and specifications therefor may be prepared by the building official, or the building official may employ such architectural and engineering assistance on a contract basis as may be deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

1501.2 Costs.

The costs of such work shall be paid from the community cleanup fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

SECTION 1502

COMMUNITY CLEANUP FUND

1502.1 General.

There may be established a fund designated as the "Community Cleanup Fund" to be approved in the annual budget ordinance. The Community Cleanup Fund Payments may be used at the discretion of the City Manager, or his designee, for the purpose defraying costs and expenses that may be incurred by this jurisdiction in doing, or causing to be done, the necessary work or repair or demolition of dangerous buildings. Said fund shall be the same as referenced in KMC Chapter 8, Section 802.2.

1502.2 Maintenance of Fund.

The legislative body may at any time transfer to the community cleanup fund, out of any money in the general fund of the city, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the community cleanup fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the director of finance of the City of Kelso, who shall credit the same to the community cleanup fund.

CHAPTER 16

RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 1601

ACCOUNT OF EXPENSE, FILING OF REPORT

The building official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of this code. Upon the completion of the work of repair or demolition, said building official shall prepare and file with the clerk of the City of Kelso a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to this code.

SECTION 1612

REPAYMENT OF COMMUNITY CLEANUP FUND

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the finance director of the City of Kelso, who shall credit the same to the community cleanup fund.

(Ord. 3572 §§ 1, 9, 2005)

15.03.150 Documents to be filed and available for public inspection.

The codes, appendices, and standards set forth in this chapter shall be on file in the department of community development and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140. (Ord. 3572 § 1, 2005; Ord. 3566 § 1, 2005; Ord. 3539 § 3, 2004)

15.03.160 Violation—Penalty.

It shall be a gross misdemeanor for any person, organization, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this chapter.

Every day or portion thereof during which any violation of this chapter occurs or continues shall constitute a separate offense.(Ord. 3572 §§ 1, 10, 2005)

15.03.170 Fees.

A. Permit fees, except electrical permit fees, shall be assigned by means of a resolution duly passed by the Kelso city council.

~~B. Electrical Permit Fees. WAC 296-46B-905, excepting subsection (15), class B basic electrical work labels, is adopted by reference and the permit and inspection fees therein set forth shall constitute the fees required to be paid pursuant to this chapter. (Ord. 3572 §§ 1, 11, 2005; Ord. 3539 § 3, 2004)~~

15.03.180 Plan Review Fees.

When submitted documents are required by Administrative chapter of each code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee for International Residential Code permits shall be sixty-five percent of the building permit fee and for International Building Code permits shall be sixty-five percent of the building permit fee as established by resolution of the city council. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

A Resolution to adopt a Six-Year
Transportation Improvement Program
(2014-2019)

Agenda Item: _____

Dept. of Origin: Community Dev/Engineering

For Agenda of: July 2, 2013

PRESENTED BY:

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

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Resolution and Program

SUMMARY STATEMENT:

Each year the City is required to adopt a Six-Year Transportation Improvement Program (TIP). This program is developed by the Community Development Department – Engineering Division for approval by the City Council and then is forwarded to the Cowlitz-Wahkiakum Council of Governments (CWCOG). The CWCOG combines it with the County's and Longview's programs and forwards the combined program onto the Washington State Department of Transportation (WSDOT). WSDOT combines all of the programs from all of the jurisdictions into a single statewide TIP to meet the federal requirements. The program is important to the City because it is the mechanism for receiving State and/or Federal Funding for the transportation projects.

The descriptions and financial allocations for projects in the TIP have been updated to reflect changes in project progress and scope based on the city's current Capital Improvement Program.

RECOMMENDED ACTION:

Staff is recommending adoption of the Resolution for the Six-Year Transportation Improvement Program (2014-2019).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET IMPROVEMENTS.

WHEREAS, on the 2nd day of July, 2013, in the Council Chambers at City Hall in Kelso, Washington, a public hearing was held after due and legal notice, for the purpose of discussing the City's upcoming Six Year Transportation Improvement Program from 2014 to 2019; now, therefore,

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

The following named streets and the project improvements of the same, a detailed list of which is hereby attached, marked "Exhibit A," and by this reference incorporated herein in full, be and the same is hereby adopted as the ensuing Six Year Transportation Improvement Program from 2014 to 2019 for improvement of arterial streets.

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

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Six Year Transportation Improvement Program From 2014 to 2019

Agency: Kelso

County: Cowlitz

MPO/RTPO: CWCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	1	/ 6822(001) Yew Street Reconstruction Phase I Yew Street S. Pacific Ave to 7th Ave Rehabilitate sidewalk, storm system and 2 lane roadway.	WA-03268					04	P T	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2014	STP(E)	37,000		0	0	37,000
S	CN	2015	STP(U)	594,328		0	167,000	761,328
S	CN	2016	STP(U)	605,672		0	0	605,672
Totals				1,237,000		0	167,000	1,404,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	371,065	0	0	0	0
Totals	371,065	0	0	0	0



Six Year Transportation Improvement Program From 2014 to 2019

Agency: Kelso

County: Cowlitz

MPO/RTPO: CWCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	2	/ 6736(003) West Main Street Realignment SR 4 (Cowlitz Way) to SR 411 (SW 1st Avenue) This project will realign Main St to make a better connection to SR 4. The project will include four travel lanes, a center median with turn pockets, bicycle lanes, curb and gutter, and sidewalks with ADA ramps on both sides of the roadway. The traffic signals at 1st and 3rd will be modified and updated. The storm water drainage system will be updated as needed. Prior \$5,635,751. (Federal STP, High Priority funds and Other)	WA-03267	07/02/13	11/16/10			44	C O S	0.290	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2014		0	TIB	2,600,000	0	2,600,000
S	CN	2014	HSIP	900,000		0	0	900,000
Totals				900,000		2,600,000	0	3,500,000

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
CN	3,500,000	0	0	0	0	0
Totals	3,500,000	0	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Kelso	2,137,000	2,600,000	167,000	4,904,000

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Resolution amending the Salary Classification Matrix within the Personnel Policy Handbook.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ July 2, 2013

Originator: Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Resolution

Exhibit A – Non-represented 2013 Salary Classification Matrix

Position Classification – Records Supervisor/Executive Assistant

SUMMARY STATEMENT:

Police Department amendments

The Police Department has been previously supported by a Department Assistant (M7 - \$2,663 - \$3,329/month). The position has been vacant since September of 2011 due to budget constraints however the additional workload has put a significant burden on the operations of the department and the need for additional resources has become evident. Mr. Taylor proposes the position be filled with a Records Supervisor/Executive Assistant who will provide administrative support to the Police Chief and Captain as well as supervisory responsibilities and additional duties. The position would be classified at the M12 level with a salary range of \$3,215 - \$4,019/month.

The attached resolution authorizes the adjustment to the Salary Classification Matrix contained within Appendix "D" of the Personnel Policy Handbook. The requested salary change will have minimal impact on the department budget.

OPTIONS:

- 1) Approve the Resolution amending the Salary Classification Matrix.
- 2) Do not approve the amendments and continue with existing classifications.
- 3) Make other revisions to the matrix.

RECOMMENDED ACTION:

Move to adopt the Resolution amending the Salary Classification Matrix within the Personnel Policy Handbook.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO
AMENDING RESOLUTION NO. 13-1083 AND ADOPTING CHANGES TO THE
PERSONNEL POLICY HANDBOOK RELATED TO THE SALARY
CLASSIFICATION MATRIX AND EMPLOYMENT POSITIONS AUTHORIZED
THEREIN.**

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

WHEREAS, the Salary Classification Matrix listing the City’s authorized employment positions and salary ranges is contained within the Personnel Policy Handbook; and

WHEREAS, the City Council desires to amend the non-represented portion of the Salary Classification Matrix to authorize the position of “Records Supervisor/Executive Assistant” within the City’s Police Department,

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

SECTION 1. That Appendix “D” of the Personnel Policy Handbook be amended by the Salary Classification Matrix attached hereto as “Exhibit A”.

SECTION 2. This Resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council and SIGNED by the Mayor this _____ day of _____, 2013.

Mayor

Attest/Authentication:

CITY CLERK

Approved as to form:

CITY ATTORNEY

EXHIBIT "A"

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

07/02/13

CLASS	POSITION TITLE	ENTRY	5 MONTH	1 YEAR	2 YEAR	3 YEAR	MERIT
		80.0%	85.0%	90.0%	95.0%	CONTROL	
M40	City Manager	7,334	7,792	8,250	8,709	9,167	9,625
M38	City Attorney	6,999	7,437	7,874	8,312	8,749	9,186
M36	Director of Public Works***	6,231	6,621	7,010	7,400	7,789	8,178
M34	Police Chief	6,175	6,561	6,947	7,333	7,719	8,105
M32	Finance Dir - City Clerk**	5,839	6,204	6,569	6,934	7,299	7,664
M32	Comm Dev Dir - City Engineer	5,839	6,204	6,569	6,934	7,299	7,664
M30	City Engineer	5,673	6,027	6,382	6,736	7,091	7,446
M28	Police Captain	5,560	5,908	6,255	6,603	6,950	7,299
M28A	Senior Engineer	5,497	5,840	6,184	6,527	6,871	7,214
M28A	Police CAP Plan A	5,497	5,840	6,184	6,527	6,871	7,214
M27	PWKS Superint.	5,462	5,804	6,145	6,487	6,828	7,169
M28	City Engineer old	5,118	5,437	5,757	6,077	6,397	6,716
M24	Planning Mgr. / Assistant City Engineer	4,772	5,070	5,369	5,667	5,965	6,262
M22	Library Director	4,677	4,969	5,261	5,554	5,846	6,138
M20	Building Official	4,491	4,772	5,053	5,333	5,614	5,894
M19	Accounting Supervisor	4,195	4,457	4,720	4,982	5,244	5,506
M18	Associate Planner	4,098	4,354	4,610	4,866	5,122	5,377
M17	Data Mgr/Civil Eng/Pay Specialist/Lib Mgr	3,826	4,065	4,304	4,543	4,782	5,021
M17	Airport Operations Mgr / Assist to C-Mgr.	3,826	4,065	4,304	4,543	4,782	5,021
M16	Park Superintendent	3,600	3,825	4,050	4,275	4,500	4,725
M16	Assistant Finance Director	3,600	3,825	4,050	4,275	4,500	4,725
M15	Const. Manager/Senior Planner	3,477	3,694	3,911	4,129	4,346	4,563
M14	Senior Engineering Tech	3,352	3,562	3,771	3,981	4,190	4,400
M13	Abatement Officer	3,267	3,471	3,676	3,880	4,084	4,288
M12	Executive Assistant / Records Spvsr	3,215	3,416	3,617	3,818	4,019	4,220
M11	Engineering Tech	3,127	3,323	3,518	3,714	3,909	4,104
M10	Drafting Technician	3,047	3,238	3,428	3,619	3,809	3,998
M8	City Attorney Secretary/Planning Assistant	2,886	3,066	3,246	3,427	3,607	3,787
M7	Department Assistant (Police /Engineering)	2,663	2,830	2,996	3,163	3,329	3,495

City of Kelso, Washington

Statements are descriptive of the kind and level of work and not intended to be an exhaustive list of responsibilities, duties and skills required of a person in this position.

TITLE

Records Supervisor – Executive Assistant

DEPARTMENT

Police Department

CLASS/EXEMPT STATUS

Non-Exempt

DIVISION

Police Department

SUPERVISOR

Chief of Police

CLASSIFICATION RANGE

M-12

POSITION DESCRIPTION

Under general direction, the Records Supervisor-Executive Assistant plans, directs and manages the clerical and records division staff of the Kelso Police Department in the operation and maintenance of law enforcement information and records systems. The position is expected to: (a) perform a varied range of clerical and specialized activities of a moderately difficult to complex nature, including tasks unique to the Captain and Chief of Police; (b) work from general directions within a broad scope; and (c) exercise judgment and initiative when performing duties that measurably impact program success.

ESSENTIAL FUNCTIONS

- Responsible for difficult, complex, and routine clerical and/or administrative support duties.
- Manage administrative projects and programs as directed by the Chief of Police in coordination with consultants and vendors.
- Coordinate training, monitoring and evaluating Records Specialist staff on a regular basis.
- Responsible for scheduling and providing staff coverage in Records unit as needed.
- Organize, maintain and update personnel and other files of a confidential nature for the Chief of Police.
- Involved in administrative problem solving and providing recommendations for the improvement of office systems and/or procedures.
- Draft and review official correspondence from the Chief of Police to the public.
- Manage the retention, maintenance, distribution and disposition of all records.
- Conduct research and perform analysis on assigned policy areas, and prepare recommendations for consideration by the management team.
- Responsible for the accuracy of entries into the Spillman records system for NIBRS. Generate queries to provide data needed for a monthly NIBRS report and departmental statistics, as well as specialized reports pertaining to arsons, assaults on officers, hate crimes and traffic safety restraint violations.
- Attend governmental, business, and community meetings on behalf of the City as directed.
- Coordinate the records function with other agencies.
- Manage schedules, make travel arrangements, and process department expenses for the Chief of Police and department personnel.
- Act as the liaison between the Police Department and other internal City departments as directed.
- Monitor Police Department budget as well as prepare and submit departmental bills for payment to the Finance Department.
- Acts as inventory control and purchasing agent for the department's office forms, supplies, and equipment. Review and update content on the Police Department website.
- Keep Chief of Police/Captain informed of department activities.
- Perform other duties as assigned by the Chief of Police and/or Captain.

POSITION REQUIREMENTS (Sufficient education, training and experience to demonstrate the attainment of the knowledge and abilities listed below):

EDUCATION

- High School Diploma/GED or a minimum four years experience in criminal justice and/or records information management.

EXPERIENCE

- Any combination of education, work, or internship experience in public or private organizations that demonstrate attainment of the necessary Knowledge, Skills, and Abilities provided within the position description.

KNOWLEDGE, SKILLS, ABILITIES, AND SPECIAL REQUIREMENTS

- Work independently under broad direction and goals.
- Knowledge of principles and practices of advanced municipal administrative support, research, surveys, and office practices and procedures.
- Familiarity with applicable Washington State laws and regulations related to public records disclosure.
- Regulate records to ensure compliance with State and Federal laws, codes and regulations pertaining to dissemination and release of records.
- Customer services concepts and principles.
- Effectively communicate in written, verbal, and diagram form.
- Direct, organize, and coordinate multiple projects and activities.
- Gather, interpret and understand a variety of documents such as records, policy and procedure manuals, and instruction.
- Gather, interpret, and present a variety of data and information.
- Record keeping and file preparation/organization.
- Establish and maintain effective working relationships with internal support units, vendors, and citizens.
- Resolve conflicts and issues with staff, public and other stakeholders appropriately and timely.
- Plan and organize daily activities and duties.
- Ability to operate computer photocopy machine, telephone, fax machine, ACCESS computer System and police radio system.
- Must be ACCESS II certified and qualified for the function as the department's Terminal Access Coordinator.
- Operating office computer software including word processing, spreadsheet, database, and presentation programs.

SPECIAL REQUIREMENTS

- Successfully pass a modified background investigation.
- Occasionally lifting of up to 25 pounds of supplies and equipment.
- Possess a valid Washington State Drivers license.

PREPARED BY
DATE

SUPERVISOR
DATE

REVIEWED BY
DATE

CITY MANAGER APPROVAL
DATE