

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
December 17, 2013  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



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

## **Invocation:**

Pastor Chris Davis, Abundant Life Church

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

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

1.1. December 3, 2013 – Regular Meeting

### **2. Public Hearings:**

2.1. 2014 – 2019 Capital Improvement Plan

### **3. Presentations:**

- 3.1. Law Enforcement Officer of the Year Award – Longview American Legion
- 3.2. Surface Preservation Plan – Capitol Asset and Pavement Services, Inc.
- 3.3. City Real Estate Annual Report – Pacific Northwest Realty Group

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

- 4.1. Consult Services Contract
  - 4.1.1. Longview/Kelso Gateway LID – OTAK
- 4.2. Project Closeout
  - 4.2.1. Mill Street Restoration Project
- 4.3. Bid Awards for 2014
  - 4.3.1. Water Treatment Chemical Purchase
- 4.4. Contract Extension
  - 4.4.1. Computer Support Service
- 4.5. Auditing of Accounts

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

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## **6. Council Business:**

- 6.1. Employment Agreement Amendment – City Manager
- 6.2. 2014 Legislative Agenda Discussion
- 6.3. Interlocal Agreement Negotiations – PUD Franchise

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

- 7.1. Ordinance, 2nd Reading
  - 7.1.1. Cannabis Moratorium Extension
- 7.2. Ordinance, 2nd Reading
  - 7.2.1. Interfund Loan Transfer
- 7.3. Resolution
  - 7.3.1. 2014 – 2019 Capital Improvement Plan
- 7.4. Resolution
  - 7.4.1. Declare Surplus of Personal Property

## **Other Items:**

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

Pastor Jerry Dahlke, North Gate City Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Schimmel, McDaniel, Myers, Archer, and Roberson. Councilmember Lefebvre was absent.

**Minutes:** Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Minutes of the 11/19/13 Regular Meeting,' motion carried, all voting yes.

**OATH OF OFFICE:**

City Clerk/Finance Director Brian Butterfield swore in **Dan Myers** to the Kelso City Council Position No. 7.

**PUBLIC HEARING:**

**Cannabis Land Use Moratorium Extension:** Mayor Futcher opened the public hearing at 6:04 p.m. Community Development Manager Nancy Malone displayed a preliminary map that highlighted the areas that require a buffer zone as defined in the Washington State Liquor Control Board Initiative 502 Implementation.

**Anthony Currena,** 803 South 6<sup>th</sup> Avenue, spoke from the audience about the map being available to the public. City Manager Steve Taylor commented that when the public hearing for the Planning Commission is brought forward, the map will be included in that agenda which will be available on the city website.

There being no further comments from the public, Mayor Futcher closed the public hearing at 6:11 p.m.

**CITIZEN BUSINESS:**

**Jim Hill,** 1100 North 22<sup>nd</sup> Avenue, spoke about graffiti in South Kelso being a problem. He spoke against a low barrier shelter application that was encompassed in the Cowlitz County 2013 Homeless Project Proposal. The following citizens, also, spoke against the low barrier shelter:

- **Nicole Mackey,** 1106 South 3<sup>rd</sup> Avenue
- **Wallace H. Hall,** 1101 South 3<sup>rd</sup> Avenue

**Kelly M. Todd,** 909 Crawford, spoke about drug activity in his neighborhood.

**Greg Pekrul,** 502 North 10<sup>th</sup> Avenue, spoke about drug dealing related activities in his neighborhood.

**COUNCIL BUSINESS:**

**Kelso Police Association Officers Collective Bargaining Agreement:** Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘Approve the Collective Bargaining Agreement,’ motion carried, all voting yes.

**Kelso Police Association Records Specialists Collective Bargaining Agreement:** Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘Approve the Collective Bargaining Agreement,’ motion carried, all voting yes.

**Interim Building Services Interlocal Agreement – City of Longview:** Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, ‘Approve the Interlocal Agreement,’ motion carried, all voting yes.

**2014 – 2019 Capital Improvement Program (CIP) Review:** Community Development Director/City Engineer Mike Kardas provided a summary of the proposed 2014 – 2019 Six Year CIP.

**MOTION ITEMS:**

**Ordinance No. (1<sup>st</sup> Reading) Cannabis Moratorium Extension:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember McDaniel, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO RELATING TO LAND USE EXTENDING FOR SIX MONTHS A MORATORIUM WITHIN THE CITY ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MARIJUANA RELATED USES, INCLUDING MARIJUANA COLLECTIVE GARDENS AND MARIJUANA PRODUCERS, PROCESSORS, AND RETAILERS, motion carried, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) Interfund Loan Transfer:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO AUTHORIZING THE TRANSFER OF FUNDS FROM OTHER CITY FUNDS TO THE ARTERIAL STREET FUND AND PROVIDING FOR THE REPAYMENT OF SUCH LOAN, motion carried, voting yes.

**Ordinance No. 13-3815 – Special Events Permit:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember McDaniel, ‘Adopt Ordinance No. 13-3815, ‘AN ORDINANCE OF THE CITY OF KELSO REPEALING ORDINANCE 3573 CODIFIED AT KMC 12.24 PARADES AND ADOPTING A NEW KMC 12.24 SPECIAL EVENTS TO REPLACE THE REPEALED CHAPTER, motion carried, all voting yes.

**Ordinance No. 13-3816 – 2014 Budget Amendment:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded

by Councilmember Schimmel, ‘Adopt Ordinance No. 13-3816, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING THE 2014 BUDGET TO REFLECT REVENUES AND APPROPRIATE FUNDS TO COVER EXPENDITURES OVER AND ABOVE THOSE ANTICIPATED AT THE TIME SAID BUDGET WAS ADOPTED, motion carried, all voting yes.

**Resolution No. 13-1105 – Amend Employee Handbook:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Schimmel, ‘Pass Resolution No. 13-1105, and ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AMENDING RESOLUTION NO. 13-1091 AND ADOPTING CHANGES TO THE SALARY CLASSIFICATION SYSTEM FOR NON-REPRESENTED EMPLOYEES, AMENDING THE PERSONNEL POLICY HANDBOOK APPLYING TO THE EMPLOYEES OF THE CITY AS INDICATED THEREIN, AND AMENDING THE CITY OF KELSO EMPLOYEE HEALTH BENEFIT POLICY,’ motion carried, all voting yes.

**STAFF REPORTS:**

**Community Development Director/City Engineer Mike Kardas:** provided a brief update on the City’s capital projects.

**Library Manager Cindy Donaldson:** Gave a reminder regarding the “Kelso Tree Lighting Ceremony” on December 6<sup>th</sup>, at 6:00 p.m., at the Kelso Train Depot.

**MANAGER’S REPORT:**

**Steve Taylor:** 1) Provided a brief report on the latest Lodging Tax Committee activities regarding the visitor center. 2) He commented that the 2014 Legislative Agenda will be brought to Council for discussion at the next council meeting.

**COUNCIL REPORTS:**

**Gary Schimmel:** No report.

**Gary Archer:** No report.

**Rick Roberson:** Gave a reminder regarding the South Kelso Neighborhood Association meeting on December 5<sup>th</sup>, at 6:00 p.m., at Wallace Elementary School.

**Todd McDaniel:** Announced that the River Cities Transit Authority is holding a Facilities Master Plan presentation on December 4<sup>th</sup>, at 4:00 p.m., at Longview City Hall

**Dan Myers:** 1) In response to the low barrier shelter issue, he provided a brief history of the Cowlitz Housing First Coalition. 2) He announced that Lower Columbia Community

Action Program is having a couple of fund raiser events, “An Evening of Elegance” at the Grounds for Opportunity building on December 5<sup>th</sup>, and the “Walk & Knock” food drive on December 7<sup>th</sup>.

**David Futcher:** No report.

There being no further business, Mayor Futcher adjourned the meeting at 7:15 p.m.

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**MAYOR**

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**CITY CLERK**

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:**

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

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

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

**For Agenda of:** December 17, 2013

**PRESENTED BY:**

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

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

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

**SUMMARY STATEMENT:**

A public hearing is required to adopt the Six-Year Capital 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**

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### **SUBJECT TITLE:**

Contract Award – Kelso-Longview Gateway  
Stormwater LID Retrofit Project

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

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

**For Agenda of:** December 17, 2013

### **PRESENTED BY:**

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

**Cost of Item:** \$114,000.00

**City Manager:** Steve Taylor

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### **AGENDA ITEM ATTACHMENTS:**

Professional Services Agreement (contract)  
Scope of Work with Budget

### **SUMMARY STATEMENT:**

The City council approved the Department of Ecology's \$170,000 Stormwater Capacity Grant at the November 19 council meeting. As part of this grant, \$120,000 was awarded for pre-construction planning and design to design the Kelso-Longview Gateway LID Retrofit Project. Deliverables of the project include a construction-ready plans set.

Four consultants were pre-selected using the joint Cowlitz County, City of Longview and City of Kelso consultant roster. The City sent requests for proposals to these consultants and all submitted proposals. The consultant selection process included ranked the consultants using a consultant evaluation matrix. The highest ranked consultant, Otak, was negotiated with to refine the Scope of Work and to negotiate the contract price.

### **FINANCIAL SUMMARY:**

The \$114,000 consultant fee will be paid for using the \$120,000 planning grant. The remaining \$6,000 will go towards City administration of the grant.

### **RECOMMENDED ACTION:**

Staff recommends Council make a motion to allow the City Manager to execute the contract with Otak in the amount of \$114,000.00.

## 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 Otak, Inc. (“Consultant”).

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of a civil engineering consultant, and is familiar with the City’s municipal code, resolutions, regulations and policies.

B. The Consultant has the requisite skill and experience necessary to provide such services and has obtained a City of Kelso business license to perform these services.

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

### 1. SERVICES.

1.1 The Consultant agrees to furnish all personnel, materials, equipment and supervision and to otherwise do all things necessary for or incidental to the performance of the work set forth below and more particularly described in the Consultant’s Scope of Work attached hereto and incorporated by this reference (“Services”).

In general, the Kelso-Longview Gateway LID Retrofit Project will include civil, survey, geotechnical and archaeological work. Deliverables of the project include a construction-ready drawing set.

1.2 Compliance With Laws. All duties of the Consultant 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 Consultant 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 Consultant 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 December 18, 2013 and shall continue until the completion of the Services, but in any event no later than August 1, 2014. This Agreement may be extended for additional periods of time upon the mutual written agreement of

the City and the Consultant. 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.

3. COMPENSATION.

3.1 Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay an amount not to exceed \$114,000.00.

3.2 Compensation Rates. Compensation for Services shall be based on the attached compensation schedule not to exceed \$114,000.00.

3.3 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.

3.4 Consultant Responsible for Taxes. The Consultant 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.

4. REPRESENTATIONS.

4.1 The Consultant 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.

5. INDEPENDENT CONSULTANT.

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

5.2 It is recognized that the Consultant may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Consultant's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Consultant's ability to perform the Services. The Consultant agrees to resolve any conflict in favor of the City.

6. INDEMNIFICATION.

6.1 Consultant Indemnification. The Consultant 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.

6.2 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

## 7. INSURANCE.

7.1 The Consultant shall procure and maintain for the duration of the Agreement, a the insurance policies described below 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 Consultant, their agents, representatives, employees or subconsultants.

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit and further shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent consultants, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

A. The Consultant'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 Consultant's insurance and shall not contribute with it.

B. The Consultant'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.

7.3 Verification of Coverage. Consultant 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 Consultant before commencement of the work.

## 8. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Consultant, or its employees, agents, subconsultants 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 Consultant 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 Consultant's breach, may result in ineligibility for further City agreements.

## 9. INTELLECTUAL PROPERTY-- Warranty of Noninfringement

Consultant represents and warrants that the Consultant 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. Consultant 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. CONFIDENTIALITY.

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

## 11. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant 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 Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

12. BOOKS AND RECORDS.

The Consultant 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.

13. 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.

14. GENERAL PROVISIONS.

14.1 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.

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

14.3 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.

14.4 Assignment. Neither the Consultant 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.

14.5 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.

14.6 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.

14.7 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.

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

14.9 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.

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

14.11 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.

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

14.13 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.

14.14 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.

CONSULTANT

CITY OF KELSO

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Tim Kraft

Printed Name: Steve Taylor

Title: Principal

Title: City Manager

Address: Otak

700 Washington Street, Suite 401  
Vancouver, WA 98660

Address: P.O. Box 819  
Kelso, WA 98626

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

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

Attest/Authentication:

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

Approved as to form:

\_\_\_\_\_  
City Attorney

# Scope of Work

## Kelso-Longview Gateway LID Retrofit Project

December 11, 2013

### Project Description

The cities of Kelso and Longview were successful in obtaining a Stormwater Capacity Grant from the Washington State Department of Ecology (Ecology) for “project specific planning and design” of stormwater retrofit projects. The project for which the cities obtained this grant includes the installation of low impact development (LID) facilities to treat and/or dispose of runoff from the intersection of Cowlitz Way/Washington Way (SR 411) and Ocean Beach Highway SR 4.

Two types of BMPs will be installed to collect, treat, and dispose of the street runoff. The primary BMP will be roadside bioretention cells/swales designed per BMP T7.30 from the 2012 SWMWW and the 2012 LID Technical Guidance Manual for Puget Sound.

The second type of BMP planned is the reduction of impervious surfaces via greening of median islands. These will collect, treat, and dispose of a smaller portion of the street runoff and will be designed in accordance with the LID Manual.

The design calls for a total of fifteen new bioretention cells/swales (approximately 1,250 feet) and a total of eleven median islands (approximately 1,500 feet) that will be greened. Each sub-facility will have signage visible to passing and queued traffic, and the bioretention cells/swales will also include interpretive markers for pedestrian traffic.

### Scope of Work

#### Task 1 — Project Management

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Coordinate between tasks and team members. Document meeting decisions and action items, assign activities to team members, and follow up to ensure timely resolution.
- Manage the quality control review of all work activities and project deliverables.
- Prepare and maintain a comprehensive design schedule with individual task milestones and task durations.
- Monthly progress reports to be submitted with billings. Monthly progress reports will reflect hourly/percent complete progress for each activity and identify budget status and tasks performed to date during the billing period.

- Project Kick-off meeting with Kelso and Longview staff, and key members of the design team (Scope assumes up to three members, two from Otak and one from Apex).
- Project update meetings with the client project manager. (Scope assumes 10 meetings, four in Otak's office, one in Kelso and five by phone).
- Three (3) meetings with Ecology's technical review staff to discuss expectations at the 30 percent and 90 percent design levels. (Scope assumes two meetings by phone and one meeting in Olympia).
- Three (3) meetings with WSDOT to review and discuss project designs.
- Facilitation of discussions and agreement between the cities and WSDOT in regards to construction and maintenance of the facilities.
- Support information (maps and text) for agreements between the cities and WSDOT.
- Review of the SEPA document prepared by the City.

#### Assumptions:

- Project will last until August 1, 2014.

#### Deliverables:

- Meeting minutes from each meeting
- Action Item list, updated before each Client project manager meeting
- Monthly status reports and invoices
- Development and maintenance of the project schedule (Scope assumes two (2) updates)

## Task 2 — Survey

Otak will perform topographic survey of the proposed project sites, using a mobile scanner and on-the-ground field work. The work includes the following:

- For the proposed bioretention areas (those areas hatched the color red on the Retrofit Sketch), Otak will perform a detailed topographic design survey of the areas, including surface and underground features, existing streetscape improvements and underground utilities. The mapping will be derived based on scanned and terrestrially measured field data. The topographic data will extend from 2 feet beyond the gutter line of the curb to 5 feet outside of the existing right of way.
- The location of the existing right of way will be shown for the bioretention areas in close proximity to private properties and will be determined based on existing monumentation, plat and deed information.
- This scope of work includes measure-downs for a total of 10 manholes or catch basins in high-traffic streets. Because of the high traffic in those arterial streets, this scope includes a traffic control subcontractor to direct the traffic around each structure as it is measured.

#### Deliverables:

- Field survey and prepare an overall detailed topographic design survey map with DTM of the bioretention areas that will include surface and underground features, existing streetscape improvements and underground utilities.
- Right of way and property lines will be determined and shown in those areas where proposed facilities may impact adjoining private properties.

### Task 3 — Geotechnical Investigation

This task will be performed by Apex Companies. The key geotechnical issues associated with the project include infiltration rates, depth to groundwater, and excavation stability. The purpose of this study would be to identify any geotechnically related design and construction issues associated with the site relative to the proposed project. The following tasks are included:

#### Task 3.1 Office Review and Field Reconnaissance

Prior to conducting the field exploration portion of the project, Apex will undertake a review of existing geotechnical and geological information available. This review will include published geology maps, NRCS soil surveys, and past geotechnical reports for the area. After completing our document review, Apex will complete a surface geologic reconnaissance of the site. We will walk available portions of the site to observe surface manifestations of geotechnically related issues associated with the proposed utility installation. The reconnaissance will include the condition of surface improvements (evidence of past settlement or failure), surface vegetation, surface fills, soil exposures, and evidence of soft ground.

#### Task 3.2 Subsurface Explorations

##### Subsurface Borings

Due to the urbanized nature of the sites, open areas where backhoe test pits could be completed do not appear to be present. As such, we have assumed that all testing will be completed with drilled borings. The drilled borings will be completed using a small, trailer-mounted drill rig subcontracted to Apex.

This scope assumes that four borings will be completed. All borings will be completed within City of Kelso right-of-way.

In general, the pipeline borings will range from 10 to 15 feet below existing surface grades. Logs of subsurface conditions will be maintained. Samples will be identified in the field and returned to Apex's office for further classification and testing.

##### Infiltration Testing

Infiltration testing will be completed in two borings. The Stormwater Management Manual for Western Washington recommends that infiltration testing be completed in large, open pits. Given that such pits are not feasible, infiltration testing for this project will be completed using falling-head

tests performed above the ground water table (in unsaturated material) in a standpipe. For this approach, a borehole is completed to the proposed test depth. A pipe is inserted in the borehole and the soils are presoaked for a minimum of an hour. The standpipe is then filled with water to the likely depth of water in the proposed facility and a falling head test is conducted. Analysis methods to develop hydraulic conductivity values from such tests were developed in 1967 by Schmid, (Field Determination of Permeability by the Infiltration Test, ASTM).

### Groundwater Evaluation

In order to evaluate seasonal variation in the groundwater table, a groundwater monitoring well will be installed. The well will be constructed to a depth of 15 feet.

The monitoring well will be constructed in accordance with State of Washington requirements. The well will be read at least twice through the 2014 wet season (when groundwater in the area is typically at the highest point).

### Task 3.3 Geotechnical Analysis

Comprehensive descriptions of subsurface conditions will be prepared by an engineering geologist or geotechnical engineer from Apex's staff. From this information, boring logs will be developed that will include detailed descriptions of the soils encountered and notes summarizing observations of groundwater and drilling action. The information developed from these logs as well as field monitoring and laboratory testing will be used in the evaluation of site soil conditions completed by Apex staff.

### Task 3.4 Geotechnical Report

Ash Creek Associates will prepare a draft and final geotechnical reports for the project. The reports will include:

- Descriptions of area geology
- Boring logs
- Pavement section information
- Laboratory testing results
- Groundwater monitoring results
- Trench excavation recommendations
- Dewatering requirements

#### Assumptions:

- Traffic Control will be provided where necessary.
- Borings will be completed using an approved traffic control plan, which will be prepared by the geotechnical consultant.
- Street usage and borehole permits will be obtained by the consultant from the City of Kelso and WSDOT, as necessary.

Deliverables:

- Draft and Final Geotechnical Report

## Task 4 — Cultural Resources

The objective of the cultural resources survey is to determine whether a historic resource or an archaeological site is likely to be impacted during the project construction. The study will include a background review of previous cultural resource studies and historic-period maps and documents, followed by the pedestrian survey. The report will document the fieldwork and research findings and provide the results of the survey. The tasks needed are as follows:

- Prepare and submit an EZ-1 form to address Executive Order 05-05. The submittal will address the potential for impacts to archaeological and historical resources within the areas that will be impacted, the Area of Potential Effect (APE).
- Conduct an archaeological pedestrian survey of the areas that are proposed for impacts, and submit the report of findings to meet the requirements.

Assumptions:

This scope of work does not address the activities necessary if an archeological site is found.

Deliverables:

- Preparation of one draft Cultural Resources Report for Client review (1 electronic copy)
- Preparation of one final Cultural Resources Report based on Client comments

## Task 5 — Hydrology

### Task 5.1 Data Gathering and Review

This will include:

- Reviewing previous work and information provided by the cities, including the grant application
- Gathering and reviewing data Otak has obtained from work on the West Main project
- Reviewing site conditions and proposed facility locations
- Obtaining and reviewing utility as-built drawings.

### Task 5.2 Hydrology and System Sizing

This will consist of delineating tributary areas and performing a hydrologic analysis to size each facility. The Consultant shall develop a hydrologic model for each bioretention facility using WWHM. This shall include:

- Develop maps of catchment areas for each facility
- Obtain NRCS soils data
- Calculate impervious area in each catchment

- Develop hydrologic model of existing conditions for each catchment (scope assumes fifteen (15) separate catchments)
- Perform infiltration system modeling of the bioretention facilities
- Perform hydraulic modeling of system piping and overflow facilities.

#### Assumptions:

- Hydrologic models will not be developed for the median greening areas.
- Development of catchments will be made using GIS data, including contours and existing storm sewer maps.
- GIS data of contours and/or storm sewer maps will be provided by the cities.
- An attempt will be made to size the facilities to meet the criteria in the Ecology manual; however, as these are retrofits, the facilities may not be able to exactly meet this criterion.

## Task 6 — Utility Coordination

### Task 6.1 Utility Coordination

- Conduct utility coordination meeting with utility companies to:
  - Make them aware of the extent of the project
  - Confirm the accuracy of the field survey
  - Obtain information on the sizes and materials of utilities, including asbuilts if available
  - Discuss potential utility conflicts
- Prepare a spreadsheet describing potential conflicts with other utilities and potential solutions. Review utility conflict with affected utility companies to obtain consensus on resolution of the conflict.

### Task 6.2 Potholing

- Otak will provide a subcontractor to pothole utilities at select locations.
- One pothole plan will be developed showing requested pothole locations, based on potential utility conflict areas.
- The pothole data will be compiled, and a composite plan will be prepared and distributed to utilities.
- Issues regarding conflicts will be identified and a plan will be developed to resolve them.

#### Assumptions:

- Potholing budget assumes \$750 per pothole and is therefore based upon 10 potholes.
- The potholing subcontractor will prepare traffic control plans and obtain the required ROW permits.

## Deliverables:

- Utility conflict matrix
- Utility potholing plan
- Utility pothole data

## Task 7 — Plans, Specifications, and Estimate

### Task 7.1 30 Percent Design

The intent of the 30% Design is to size the facilities and ensure that construction is feasible in the areas proposed. This will include determining how the runoff will get into the facilities (i.e., curb breaks or with pipes), as well as determining how larger storm events will be handled. It will also identify locations for bioretention facilities from the grant that may not be economically feasible or environmentally beneficial to construct.

The 30 percent submittal package will contain the following:

1. 30 percent plans, which includes:
  - a. Cover sheet
  - b. Notes and legend sheet
  - c. Plan views for all LID facilities and a typical section, including landscaping palettes that meet the SMMWW requirements
  - d. Aerial photography that shows where the median treatment is proposed, along with a typical section showing proposed landscaping
2. Pre-design Report, which will include:
  - a. A description of the project, along with a discussion of the funding and the schedule
  - b. A map showing the location of all facilities
  - c. A description of existing onsite stormwater systems and their functions
  - d. A discussion of existing conditions, including the pollutant generating impervious areas and the pollutants of concern associated with these areas
  - e. A description of proposed site improvements, including the type of facility and the approximate size
  - f. A discussion of the project's ability to address the pollutants of concern. This will be based on technical studies referenced in the SMMWW, and in the National

Cooperative Highway Research Program's *Evaluation Of Best Management Practices And Low Impact Development For Highway Runoff Control*

- g. A discussion of the plans for planting, including heights, and site distance calculations where plants in facilities could impede site visibility
  - h. A description of the pertinent results from geotechnical studies or other information used to complete the design of each onsite stormwater BMP
3. 30 percent cost estimate, with a 25 percent contingency

**Assumptions:**

- This scope does not include an alternatives analysis. The sites for bioretention and median greening shown in the *Project Specific Planning Grant Initial Project Summary* and accompanying maps will be the sites used.
- The design and plans production is for 15 bioretention cells/swales (approximately 1,250 linear feet).
- Landscaping designs for a total of eleven median islands (approximately 1,500 linear feet) will be provided.
- The bioretention facility designs will strive for aesthetic consistency and similar operations and maintenance requirements with the facilities designed for the West Main Street project.
- The median island treatment will only treat the runoff that falls on the medians. Adjacent street runoff will not be treated in the medians.
- Median treatment will include amended soils where applicable. This will occur within the footprint of the 11 median islands currently planned for “greening”.
- Signs and interpretive marker details from Ecology’s web site will be used.
- Coordination with WSDOT will be led by Otak.

**Meetings:**

- 30 percent design review

**Deliverables:**

- 3 copies of the 11x17-inch 30 percent Construction Plans
- 3 copies of the 30 percent Cost Estimate, with a 25 percent contingency

**Task 7.2 90 Percent Submittal Package**

The 90 percent submittal will be considered to be 100 percent level construction documents that have yet to be reviewed. It will include plans, specifications, and a cost estimate to be reviewed by the cities and Ecology.

1. Construction drawings will include:

*Kelso - Longview Gateway Stormwater LID Retrofits*

- a. Cover sheet
  - b. Notes and legend sheet
  - c. Erosion control sheets
  - d. Grading plans for bioretention facilities, including under drains where necessary.
  - e. Development of plans for collection and conveyance of runoff to the facilities
  - f. Plans for overflow facilities, if necessary
  - g. Drawings or aerial photography showing where median treatment and soil amendments are proposed, including plant palette, example planting layouts for medians and LID facilities, and planting details
  - a. Detailed profiles and sections of all bioretention facilities
  - b. Details for all structures
  - c. Plan/profiles for any pipes
  - d. Detailed landscaping design, including planting palette, irrigation (if being used), and planting requirements
  - e. Traffic control plans meeting WSDOT requirements where necessary
2. Completed special provisions.
3. Stormwater Design Report
- a. A description of the project, along with a discussion of the funding and schedule
  - b. A map showing the location of all facilities
  - c. A description of existing onsite stormwater systems and their functions
  - d. A discussion of existing conditions, including the pollutant generating impervious areas and the pollutants of concern associated with these areas
  - e. A description of proposed site improvements, including the type of facility and the approximate size
  - f. A discussion of the plans for planting, including heights, and site distance calculations where plants in facilities could impede site visibility

- g. A description of the suitability of the site for the selected BMPs, including hydrologic soil groups, infiltration rates, slopes, and groundwater elevations
  - h. A description of the pertinent results from geotechnical studies or other information used to complete the design of each onsite stormwater BMP
  - i. A discussion of the project's ability to address the pollutants of concern. This will be based on technical studies referenced in the SMMWW, and in the National Cooperative Highway Research Program's *Evaluation Of Best Management Practices And Low Impact Development For Highway Runoff Control*.
  - j. A description of the design criteria used to size each LID facility and how the criteria will be met
  - k. A description of how the project meets the requirements of Ecology's 2012 SMMWW and the 2012 LID Technical Guidance Manual for Puget Sound
  - l. Maps that show tributary areas for each facility
  - m. Hydrologic calculations and facility sizing calculations
  - n. Operations and Maintenance procedures for all facilities
4. Cost estimate with a 10 percent contingency

**Meetings:**

- 90 percent design review

**Deliverables:**

- 3 copies of the 11x17-inch 90 percent Construction Plans
- 3 copies of the 90 percent Technical Specifications
- 3 copies of the 90 percent Cost Estimate, with a 10 percent contingency
- Minutes and Decision Log from the 90 percent design review workshop

**Task 7.3 Final Construction Documents**

Once the 90 percent plans have been reviewed by the cities and Ecology, 100 percent construction documents will be prepared. Comments received from the 90 percent review will be incorporated into the design. Final plans, specifications, and cost estimate will then be completed.

**Deliverables:**

- 100 percent construction plans (pdf electronic format)
- 100 percent specifications (pdf electronic format)





# **AGENDA SUMMARY SHEET**

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

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### **SUBJECT TITLE:**

Closeout for:  
Mill Street Restoration  
Project No. 581303

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

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

**For Agenda of:** December 17, 2013

### **PRESENTED BY:**

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

**Cost of Item:** \$516,080.80

**City Manager:** Steve Taylor

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### **AGENDA ITEM ATTACHMENTS:**

Final Payment Summary  
Reconciliation Change Order (CO #13)

### **SUMMARY STATEMENT:**

Council awarded the contract for the Mill Street Restoration to Advanced Excavating Specialists, LLC of Longview, WA during the August 20, 2013 council meeting in the amount of \$532,739.60. Work started on September 30, 2013 and the project was completed on October 31, 2013.

This contract provides for roadway and drainage improvement and repair on Mill Street from S. Pacific Avenue to Grade Street in the City of Kelso. The major work elements being 10,500 SY of Pavement Planing, 1,800 Tons asphalt, 10 Catch Basins and 400 LF of storm drain pipe installed within the 2,800 LF of roadway.

This project budget was a combination of funds from the Cities sidewalk program and drainage funds as well as an Arterial Preservation Program Grant from the Transportation Improvement Board (TIB).

### **FINANCIAL SUMMARY:**

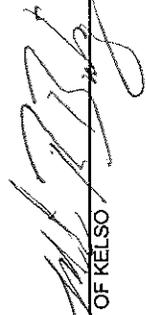
Original Contract Amount:	\$	532,739.60
Approved Change Orders:	\$	52,770.00
Over/Under Runs:	\$	(69,428.80)
Final Contract Amount:	\$	516,080.80
Change in Contract Amount:	\$	(16,658.80)

### **RECOMMENDED ACTION:**

Staff recommends approving the reconciliation change order and accepting this project as complete.



CO #	Description	1	LS	906.50	906.50	LS	\$	-	1	906.50	1.00	\$	906.50
CO #11	Painted Stop Bar	1	LS	906.50	906.50	LS	\$	-	1	906.50	1.00	\$	906.50
	<b>Change Order Subtotal</b>			<b>47,579.79</b>									
<b>Drainage Change Orders</b>													
CO #4	Additional Storm Sewer Structures	1	LS	1,596.58	1,596.58	LS	\$	-	1	1,596.58	1.00	\$	1,596.58
CO #8	8" Ductile Iron SD Line at S. 5th Ave.	1	LS	2,219.17	2,219.17	LS	\$	-	1	2,219.17	1.00	\$	2,219.17
CO #10	Added \$6.00 / LF for 12" DIP	165	LF	6.00	990.00	LF	\$	-	165	990.00	165.00	\$	990.00
	<b>Change Order Subtotal</b>			<b>4,805.75</b>									
CO #12	Sales Tax for CO #4, CO #8 & CO #10	1	LS	384.46	384.46	LS	\$	-	1	384.46	1.00	\$	384.46
				52,770.00									
CO #13	RECONCILIATION	1	LS	(67,265.92)	(67,265.92)		\$	-				\$	52,385.54
	<b>Change Order Total</b>			<b>(14,495.92)</b>			\$	-				\$	52,385.54
CO #13	Sales Tax Reconciliation	1	LS	(2,162.88)	(2,162.88)		\$	-				\$	*not including tax on SW
	<b>Sub Total</b>			<b>\$512,809.62</b>								\$	512,809.62
	<b>Sales Tax</b>			<b>\$3,271.18</b>								\$	-
	<b>Revised Contract Amount</b>			<b>\$516,080.80</b>								\$	3,271.18
	<b>Due to Contractor This Estimate</b>						\$	-				\$	516,080.80

  
 CITY OF KELSO  
 DATE 12/11/13

  
 CONTRACTOR  
 DATE 12/11/13

# CONTRACT CHANGE ORDER

**Change Order No.** 13 City of Kelso, WA  
**Project Name:** Mill Street Rehabilitation **Project Number:** 581303  
**Owner:** City of Kelso **Date:** November 25, 2013

To: Advanced Excavation Specialists, LLC  
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and Specifications:

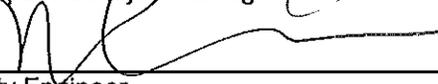
Description of Changes	Change in Contract Price
1. Quantity corrections for Schedule A	(40,229.89)
2. Quantity corrections for Schedule B	\$ (27,036.03)
<b>TOTAL</b>	<b>\$ (67,265.92)</b>
<b>8% Sales Tax (line 2 only)</b>	<b>\$ (2,162.88)</b>
<b>Net Change in Contract Price:</b>	<b>\$ (69,428.80)</b>

**Justification for Change:**

1. Reconciliation of contract quantities based on final measurements for work accomplished compared to work as identified in the original Bidder's Proposal of the Contract Documents for Schedule A.
  
2. Reconciliation of contract quantities based on final measurements for work accomplished compared to work as identified in the original Bidder's Proposal of the Contract Documents for Schedule B.

Original Contract Amount:	\$ 532,739.60
This Change Order:	\$ (69,428.80)
Previous Change Order(s):	\$ 52,770.00
<b>Total Contract Price:</b>	<b>\$ 516,080.80</b>

Number of additional working days allowed: 0  
 This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Accepted:		Date: <u>12/11/13</u>
Reviewed:		Date: <u>12-11-13</u>
Recommended:		Date: <u>12-10-13</u>
Approved:	City Manager	Date: _____

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:**

Water Treatment Chemical Purchase  
Award Bids for Year 2014

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

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

**For Agenda of:** December 17, 2013

**Cost of Item:** \$41,955.00

**PRESENTED BY:**

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

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

Bid Tabulation Sheet

**SUMMARY STATEMENT:**

This is the sixteenth year in which both Kelso and Longview have combined their quantities of Water Treatment Plant chemical bulk purchase to obtain favorable prices. Bids were opened on December 3rd, 2013 for the 2014 Water Treatment Chemical Purchase. Six separate bids were received from chemical manufacturers and suppliers. The low bidders for the Water Treatment chemicals the City of Kelso requires are as follows.

<b>CHEMICAL</b>	<b>SUPPLIER</b>	<b>2014 BID PRICE</b>	<b>2013 BID PRICE</b>
Sodium Hydroxide	Northstar Chemical	.685 / gallon	.77 / gallon
Sodium Hypochlorite	JCI Jones Chemical	.55 / gallon	.576/ gallon
Sodium Fluoride	Univar	.675 / pound	.638 / pound

**FINANCIAL SUMMARY:**

The total estimated Water Treatment Chemical cost for Kelso is \$41,955.00. \$65,000.00 has been budgeted for chemical purchases in 2014.

**RECOMMENDED ACTION:**

Staff recommends council make a motion to award bids to the respective low bidders for Water Treatment chemicals purchased for the year 2014.



**2014 Chemical Bid Tabulation Sheet**  
for the City of Longview and the City of Kelso

December 3, 2013

BIDDER (Shaded Area = Low Bidder)	BID ITEM 1 Sodium Fluoride (\$ / lb)	BID ITEM 2 Flourosilicic Acid (\$ / Gallon)	BID ITEM 3 Sodium Hydroxide (\$ / Gallon)	BID ITEM 4 Sodium Hypochlorite (\$ / Gallon)
Brenntag Pacific			\$0.765	
HASA, Inc.		<b>NO</b>		\$0.60
JCI Jones Chemicals		<b>BIDS</b>	\$0.70	\$0.55
Northstar Chemical		<b>SUBMITTED</b>	\$0.685	
Olin Chlor Alkali				\$0.598
Univar	\$0.675		\$0.7076	\$0.75

**Chemical Purchase Annual Comparison / Longview**

	2013			2014			2012 v. 13
	Bid Price	Bid Quantity	Bid Total	Bid Price	Bid Quantity	Bid Total	
Flourosilicic Acid	\$3.695 / gal.	9,700 gal.	\$35,841.50	No Bids Submitted	4,500 gal.	0	\$
Sodium Hydroxide	\$0.77 / gal.	45,500 gal.	\$35,035.00	\$0.685 / gal.	50,000 gal.	\$34,250.00	-\$785.00
Sodium Hypochlorite	\$0.576 / gal.	73,000 gal.	\$42,048.00	\$0.55 / gal.	73,000 gal.	\$40,150.00	-\$1,898.00
Polymer AQ 314	\$1.47 / lb	2,400 lbs	\$3,528.00	Not Bid	Not Bid	0	-\$3,528.00
Dry Cal. Hypochlorite	\$117.00 / Cont.	2 Cont.	\$234.00	Not Bid	Not Bid	0	-\$234.00
		2013 Totals	\$119,526.50		2014 Totals	\$	-\$
Without Bid Item #2		2013 Totals	\$80,845.00		2014 Totals	\$74,400.00	-\$6,445.00

## AGENDA SUMMARY SHEET

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AGENDA ITEM: Agreement regarding  
onsite computer support services for  
2014.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF: 12/17/2014  
ORIGINATING DEPT: Finance  
DATE SUBMITTED: 12/11/2014  
COST OF ITEM: \_\_\_\_\_  
AMT. BUDGETED \_\_\_\_\_  
CITY ATTY. APPROVAL \_\_\_\_\_  
CITY MGR. APPROVAL \_\_\_\_\_

AGENDA ITEM PAPERWORK:  
Compass Lane Agreement Extension

### SUMMARY STATEMENT:

Agreement for 2014 services for a yearly total of \$63,012. This figure includes 560 hours of onsite computer support. The term of this contract extension is January 1, 2014 through December 31, 2014.

### RECOMMENDED ACTION:

Staff recommends approval of the contract extension.



Dec. 11, 2013

Contract Extension

The Contract for on-site computer services between the City of Kelso, WA and Compass Lane, Inc. shall be extended from Jan. 1, 2014 to Dec. 31, 2014.

The terms of the contract shall be as follows:

On-Site Support – 560 hrs. \$ 63,012.00 annually.

Billable Monthly at \$ 5,251.00 (approx. 46 hours per month).

Additional time over the 560 hours shall be billed at the current hourly rate of \$ 160/hr.

A handwritten signature in cursive script that reads "Dave Roberts".

Dave Roberts  
President  
Compass Lane, Inc.  
12/11/13  
Date

\_\_\_\_\_  
City of Kelso, WA

\_\_\_\_\_  
Date

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:** Amendment to City  
Manager Employment Agreement.

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

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

**For Agenda of:** \_\_\_\_\_ December 17th, 2013 \_\_\_\_\_

**Originator:** \_\_\_\_\_ David Futcher \_\_\_\_\_

**PRESENTED BY:**

Mayor David Futcher

**City Attorney:** \_\_\_\_\_ Janean Parker \_\_\_\_\_

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

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**Agenda Item Attachments:**

Amendment No. 1 to City Manager Employment Agreement  
City Manager Evaluation Final Report

**SUMMARY STATEMENT:**

The City Council conducted the annual performance evaluation of the City Manager on September 10<sup>th</sup>, 2013. In accordance with Section 5.2 of the City Manager's Employment Agreement, salary adjustments may be negotiated during the time of the evaluation process. The attached proposed amendment to the Employment Agreement increases the base salary 4% to \$114,400, effective January 1, 2014 which reflects the same step increase percentage applicable to other non-represented City employees falling under the new salary classification matrix adopted at the December 3<sup>rd</sup> regular meeting. The previous salary matrix contained 5% step increases. No cost-of-living adjustment is proposed.

All other terms of the Employment Agreement will remain in effect.

**OPTIONS:**

- 1) Move to approve the amendment to the City Manager Employment Agreement.
- 2) Do not approve the amendment.
- 3) Negotiate alternatives to the proposed amendment.

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT  
STEPHEN A. TAYLOR**

THE AGREEMENT, made and entered into on the 1<sup>st</sup> day of September, 2012, by and between the City of Kelso, Washington, a municipal corporation, hereinafter called 'Employer', and Stephen A. Taylor, hereinafter called 'Employee', is hereby amended as follows:

**Section 4. Salary**

1. Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of ~~\$110,000~~ \$114,400 annually. Adjustable pursuant to sections 4.2 and 5.2 of this agreement.

All other terms and conditions of the Agreement dated September 1<sup>st</sup>, 2012 shall remain in full effect.

EFFECTIVE DATE OF THIS AMENDMENT: The 1st day of January, 2014.

**EMPLOYER:**  
**City Council**

**EMPLOYEE:**

\_\_\_\_\_  
David Futcher, Mayor

\_\_\_\_\_  
Stephen A. Taylor

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

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

ATTEST:

APPROVED AS TO FORM ONLY:

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

\_\_\_\_\_  
City Attorney



September 11, 2013

Mr. Steve Taylor, City Manager  
City of Kelso  
203 S. Pacific Avenue  
Kelso, WA 98626

Subject: City of Kelso City Manager Evaluation 2013 – Final Report

Dear Mr. Taylor and City Council,

It has been my pleasure to serve the City of Kelso by assisting the City Council in the evaluation of the City Manager. The formal evaluation is guided by the City Manager's employment contract. This required evaluation provides an opportunity to examine the perceptions and conclusions of the City Council about the City Manager's performance with regard to progress in attainment of goals identified by the City Council at its 2013 retreat and to additionally consider other elements of managerial practice for advisory purposes.

In accordance with the Letter of Engagement, dated August 13, 2013, it was agreed that the 2013 evaluation would follow the format described below.

Methodology:

- Step 1: Inventory existing evaluation criteria and reach joint agreement on criteria applicability:
- Employment contract.
  - State Statutes RCW 35A.13.160.
  - Formally adopted "goals and objectives" for the 2013 review period.

It was understood that criteria not previously agreed upon could be commented upon, however in accordance with the City Manager's employment agreement; the summary evaluation would focus on performance measured against the formally adopted goals and objectives. **In this instance, the goals identified by the City Council at their April 2013 retreat form the basis for this performance evaluation. Progress in meeting those goals has been assessed. Please see City Manager's memorandum dated, August 19, 2013 and titled "City Manager Evaluation – 2012-13 accomplishments."**

Step 2: Private interviews with Council members conducted in September of 2013.

Step 3: Interview and discussion with City Manager.

Step 4: A) Facilitate an executive session privately with Council to review comments.



- B) Narrow comments to those pertaining to substantive managerial performance for discussion with Manager.
- C) Facilitate review/discussion with Council and Manager.

Step 5: Submit final report.

### **Conclusion**

Based on a review of the progress achieved by the City Manager in addressing the multiple goals specified by the City Council in 2013, the City Council consensus indicated high satisfaction with the progress made and rated the City Manager's performance as very good. In doing so, the City Council indicated their appreciation of the City Manager's timely responsiveness, technical knowledge, quickness in learning issues, prudent financial management, working relationships with the public and area agencies, and his listening and communication skills.

Looking toward the future, the Council enlisted the City Manager's support in clarifying the communications links between the Council, Manager and city employees, raising awareness of the impacts organizational changes have of employees, and expanding the means of conveying timely information to the City Council.

A handwritten signature in cursive script that reads "David Mercier".

David Mercier  
Facilitator



# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:** 2014 State Legislative  
Agenda Adoption

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

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

**For Agenda of:** \_\_\_\_\_ December 17th, 2013 \_\_\_\_\_

**Originator:** Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

City of Kelso 2014 State Legislative Agenda

**SUMMARY STATEMENT:**

The 2014 60-day session of the Washington State Legislature convenes on January 13<sup>th</sup>. Attached is the draft 2014 City of Kelso State Legislative Agenda. Similar to last year, this policy agenda incorporates the Association of Washington Cities' 2014 Legislative Priorities statement and includes additional items of specific importance to the City. The final approved document will be used as a base to communicate with legislators leading up to and during the 2014 session as it pertains to the City's position on legislation moving through the process. This allows the City Manager, on behalf of the City Council, to generate correspondence supporting or opposing bills consistent with the final approved Legislative Agenda.

**OPTIONS:**

- 1) Move to adopt the 2014 State Legislative Agenda.
- 2) Do not adopt an agenda for 2014
- 3) Provide direction to staff to amend the agenda and bring back for subsequent consideration.

**RECOMMENDATION**

Move to adopt the 2014 State Legislative Agenda.

# City of Kelso

## 2014 Legislative Agenda

(Approved by City Council XX/XX/2013)

### **Support the Association of Washington Cities' 2014 Legislative Priorities**

*The City Council affirms its support of AWC's efforts to propose, oppose, or seek amendment to the adoption of legislation in line with the general priorities below:*

#### **Restore local liquor revenue sharing to the historic revenue sharing formulas**

- Funding is necessary for better public safety and other local impacts of liquor consumption.
- The enhanced public safety funding promised in the 2011 liquor privatization initiative has not been kept.
- Funding has been cut by legislative action and diverted to other uses.

#### **Fund transportation needs now, including providing new local transportation options**

- Transportation is critical for our economic health.
- Resources are necessary at both the state and local levels to maintain and improve our vital transportation systems.
- An array of funding options are needed to meet the various needs of different regions of the state.

#### **Refrain from raiding infrastructure funds like the Public Works Trust Fund and Model Toxics Control Accounts**

- Build these accounts back to health to better help cities maintain aging infrastructure systems and keep up with expanding regulatory requirements.
- Planned and sustained investments are necessary for Washington cities to thrive.

#### **Share new marijuana revenue**

- The new marijuana recreational industry is subject to up to a 75% state excise tax.
- None of the potential funding is currently directed to local governments to address public safety needs and other local impacts.
- Shared revenue is needed for cities to enforce marijuana laws.

## City of Kelso 2014 Legislative Agenda

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### **Specified Priorities**

*Additionally, the City Council supports legislative action on the following items that directly impact or benefit Kelso residents, businesses, and stakeholders.*

#### **Key regional infrastructure**

- Support funding for the South Kelso Railroad Grade Separation and SR 432/SR 433 projects, including critical rail and highway improvements.
- Increase funding for Transportation Improvement Board & Freight Mobility Strategic Investment Board.

#### **Indigent defense standards**

- Support permanent legislative relief from the Supreme Court-imposed indigent defense standards and associated unfunded mandate.

#### **Criminal justice programs**

- Support increased funding for the Criminal Justice Training Commission and continued basic funding for WASPC programs including Crime Victim Notification, Jail Booking and Reporting, and Sex Offender address verification.

#### **Mental health services**

- Support increased funding and bolstering of state-provided services to provide adequate treatment and housing for populations with mental health needs.

#### **Sustainable personnel costs**

- Support legislation to amend current binding arbitration laws.

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:** Joint Franchise Negotiations  
– Interlocal Agreement.

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

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

**For Agenda of:** \_\_\_\_\_ December 17th, 2013 \_\_\_\_\_

**Originator:** Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Interlocal Agreement with Castle Rock, Kalama, Woodland & Kelso for Joint PUD Franchise Negotiations

**SUMMARY STATEMENT:**

The City does not have a current franchise agreement with the Cowlitz County Public Utility District that defines requirements for operating within the City's rights of way. In April 2011, Kelso joined with Castle Rock, Kalama, and Woodland to conduct joint negotiations to reach agreements with the PUD in order to craft consistent language between the jurisdictions. The terms of the interlocal agreement specified that a proposed draft franchise agreement from the joint entities be forwarded to the PUD for consideration and approval, and that the costs of legal services associated with the negotiations were to be split equally between the entities. Kalama subsequently pulled out of the interlocal. Withdrawal from the agreement requires one week's written notice to the other entities.

Formal negotiations have been at an impasse since July 2011, however, progress has been made on a draft franchise ordinance in the interim. In recent discussions with PUD management, it appears that greater progress can be made to reach an agreement between Kelso and the PUD if negotiations proceed separately rather than with the previous multi-jurisdictional arrangement. While the PUD is obligated to follow the provisions of RCW 80.32.010, which authorizes cities and counties to grant franchises to electric utilities, the cities cannot require the PUD to negotiate jointly with multiple entities.

Staff recommends withdrawal from the interlocal agreement, and to begin engaging the PUD directly in order to facilitate reaching an agreement.

**OPTIONS:**

- 1) Move to withdraw the City of Kelso from the Interlocal Agreement pertaining to joint PUD franchise negotiations.
- 2) Do not withdraw from the agreement, and seek options under the RCW for the resumption of negotiations.

**RECOMMENDATION**

Move to withdraw the City of Kelso from the Interlocal Agreement pertaining to joint PUD franchise negotiations.

INTERLOCAL AGREEMENT  
AMONG CITIES OF CASTLE ROCK, KELSO, KALAMA AND WOODLAND  
FOR A  
JOINT NEGOTIATION OF FRANCHISES WITH COWLITZ PUD

This Agreement is made and entered into by and among the City of Castle Rock, the City of Kelso, the City of Kalama, and the City of Woodland. The four cities may also be referred to as "City" or "Cities."

WHEREAS, the Public Utility District No. 1 of Cowlitz County, Washington ("the PUD"), has proposed an ordinance to each of the Cities, granting a franchise to the PUD in each City's jurisdiction; and

WHEREAS, the proposed ordinance for each City is similar to that which has been proposed to the other cities; and

WHEREAS, the Cities find that they have a similarity of interest and believe there are efficiencies and costs savings to be achieved by making a collective response to the PUD's proposal; and

WHEREAS, the proposed ordinances provide an opportunity for each City to negotiate fair and optimized customer service to its constituents, while properly integrating existing and future PUD service with all aspects of City services and operations; and

WHEREAS, the Public Works directors of the four Cities have met, reviewed the PUD's proposed ordinance and agreed to the attached proposed revisions,

NOW THEREFORE, pursuant to RCW 39.34, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached hereto and by this reference made a part of this Agreement,

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. That the attached proposed revisions reflect the Cities desired changes to the franchise ordinance proposed by the PUD, direct that it be submitted to the PUD as their collective response and agree to be bound by its terms if approved by the PUD as presently drafted.
2. That if the proposed draft is not acceptable to the PUD, the Public Works directors are authorized to conduct further negotiations with the PUD to obtain an acceptable ordinance for the PUD and the Cities, provided that no City shall be bound by any modification to the agreement without further review and approval by each of the City Councils.

3. That the Public Works directors are authorized to use the services of the Castle Rock City Attorney to assist them, as needed, with the negotiations and further revisions of the proposed ordinance and that the Cities of Kelso, Kalama and Woodland will each reimburse the City of Castle Rock for twenty-five (25) percent of the cost of said attorney (for a total of 75%), as evidenced by bills submitted by said attorney to the City of Castle Rock and provided to the three Cities.

4. That each City is free to use their own City Attorneys to advise them on this matter, but that such services will be at that City's sole expense; and that all other expenses incurred by the Cities in these negotiations shall be born by the City that incurred the expense, unless otherwise agreed by the Cities.

5. That this agreement will be in effect until the completion of the negotiation of the proposed franchises by each City, unless any City desires to withdraw from this agreement which it may do upon providing a week's written notice of said withdrawal to the other Cities.

6. That any information exchanged between the Public Works directors during the course of any further negotiations will be maintained in confidence by the other parties and will not be disclosed to the PUD or other third parties, to the extent permitted by the Public Records Act, RCW 42.56.

7. That this agreement does not create an attorney-client relationship between the City of Castle Rock's City Attorney and the Cities of Kelso, Kalama and Woodland and that these three Cities are represented by their own City Attorneys.

8. Any modifications of this agreement must be in writing and signed by all Cities.

9. That this agreement may be executed in separate counterparts, the originals of which will be held by the City of Castle Rock, with copies provided to the other Cities.

THIS INTERLOCAL AGREEMENT has been executed by the Parties shown below and is dated as of the 8<sup>th</sup> day of April, 2011.

The City of Castle Rock

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By: 

Date: 3/28/11

Name: Paul Helenberg  
Title: Mayor

The City of Kelso

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By:

*Dennis Richards*

Date:

*4/6/2011*

Name:

*Dennis Richards*

Title: City Manager

The City of Kalama

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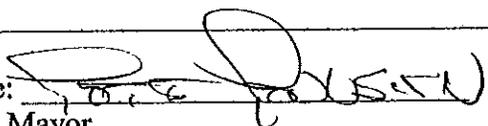
By: \_\_\_\_\_

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

4/8/11

Name: \_\_\_\_\_

Title: Mayor

A handwritten signature in black ink, appearing to read "Steve Johnson", is written over a horizontal line. The signature is stylized with a large initial "S" and "J".

The City of Woodland

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By:



Date:

3/29/11

Name:



Title: Mayor

# City of Kalama

Incorporated 1890

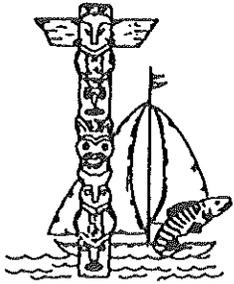
RECEIVED  
CITY OF KELSO

OCT 11 2011

CITY MANAGER'S  
OFFICE

## Police

385 N. First  
P.O. Box 297  
Kalama, WA 98625  
(360) 673-2165  
FAX: (360) 673-2144



## Public Works

6315 Old Pacific Hwy. S.  
P.O. Box 1007  
Kalama, WA 98625  
(360) 673-3706  
FAX: (360) 673-3707

## City Hall

320 N. First  
P.O. Box 1007  
Kalama, WA 98625  
(360) 673-4561  
FAX: (360) 673-4560  
cityofkalama@kalama.com

Date October 6, 2011

To: Mayor Paul Helenberg, City of Castle Rock  
Mayor Chuck Blum, City of Woodland  
Mayor David Futcher, City of Kelso

From: Mayor Pete Poulsen, City of Kalama *P.P.*

Subject: Withdrawal from the Interlocal Agreement for Negotiating a Franchise with Cowlitz PUD

At the City Council meeting last night the Council voted to opt out of the interlocal agreement entered into in April of 2011. After meeting with the Cowlitz PUD, I have reached a verbal agreement to finalize a franchise agreement between Kalama and the PUD at the first of the year. I am sorry that none of you were able to attend this meeting, but its result removes the need for Kalama to continue as part of the interlocal agreement.

Per Article 5 of the agreement, this is the one week's written notice that Kalama is withdrawing from the Interlocal Agreement Among Cities of Castle Rock, Kelso, Kalama, and Woodland for a Joint Negotiation of Franchises with Cowlitz PUD.

If you have any further questions please contact me at (360) 957-4107.

cc: Frank Randolph, Attorney  
Carl McCrary, Director of Public Works.

# **AGENDA SUMMARY SHEET**

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

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

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

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

**For Agenda of:** \_\_\_\_\_ December 17, 2013

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

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

### **PRESENTED BY:**

Steve Taylor

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### **Agenda Item Attachments:**

Proposed Ordinance

Memo from Community Development Manager

### **SUMMARY STATEMENT:**

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

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

### **RECOMMENDED ACTION:**

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

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

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

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

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

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

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

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

NOW, THEREFORE,

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

**SECTION 1.** Findings of fact.

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

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

for the growing and cultivating of up to 45 marijuana plants to serve no more than 10 qualifying patients.

2. Initiative 502 adopted in November 2012 and codified at RCW 69.51 and RCW 46.61 allows for the production, processing, retail sale, and use of recreational marijuana subject to rules to be promulgated by the state Liquor Control Board.
3. The Liquor Control Board has developed regulations governing the licensing and operation of recreational marijuana producers, processors, and retailers and began accepting applications for licenses on November 18<sup>th</sup>, 2013.
4. Under existing federal law, the production, processing, sale and use of marijuana or medical marijuana is prohibited.
5. The City has developed a draft map of locations where such uses would be prohibited under the State regulations.
6. The City is developing a draft ordinance regulating marijuana uses and has developed a workplan for the consideration of the ordinance.
7. The City requires additional time to revise its mapping of the proposed locations for these operations, and to draft, review, and allow public input on the proposed ordinance.
8. The City finds that a zoning, licensing, and permitting moratorium should be established pending completion of the review of the issue and completion of the City's workplan.
9. The City has held a public hearing on December 3, 2013 and has made these findings in support of the extension of the moratorium for six months.

**SECTION 2.** Moratorium Imposed.

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

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

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

**SECTION 3.** Effective Period for Moratorium.

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

**SECTION 5.** Severability.

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

**SECTION 6.** Effective Date.

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

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

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MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

# MEMO

TO: CITY COUNCIL

FROM: NANCY MALONE, PLANNING MANAGER

DATE: November 21, 2013

RE: DEVELOPING REGULATIONS FOR RECREATIONAL MARIJUANA

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

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

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

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

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

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

December 13<sup>th</sup> – Continue to workshop the code language and zoning map areas.

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

February 11<sup>th</sup> – Public Hearing w/PC

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

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

March 4<sup>th</sup> – Ordinance to Council – 1<sup>st</sup> reading

March 18<sup>th</sup> – Ordinance to Council – 2<sup>nd</sup> reading

## AGENDA SUMMARY SHEET

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AGENDA ITEM: An ordinance  
authorizing an interfund loan from the  
General and Equipment Reserve Funds  
to the Arterial Street Fund for the  
purpose of providing working capital  
for the construction phase of the  
West Main project. 2nd reading.

SUBMITTED BY: Brian Butterfield

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AGENDA ITEM # \_\_\_\_\_

FOR AGENDA OF: 12/17/2013

ORIGINATING DEPT: Finance

DATE SUBMITTED: 12/11/2013

COST OF ITEM: N/A

AMT. BUDGETED N/A

CITY ATTY. APPROVAL \_\_\_\_\_

CITY MGR. APPROVAL \_\_\_\_\_

### AGENDA ITEM PAPERWORK:

Proposed Ordinance

### SUMMARY STATEMENT/DEPT. RECOMMENDATION:

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

Staff recommends passing the ordinance on second reading.

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

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

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

publication of summary as required by law.

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

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:**

Resolution to adopt the 2014-2019 Capital Improvement Program

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

Dept. of Origin: Com Dev/Engineering

For Agenda of: December 17, 2013

**PRESENTED BY:**

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

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

City Manager: Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

Resolution	CIP Summary Spreadsheet
Individual Project Summaries	City Wide Project Map

**SUMMARY STATEMENT:**

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

The six year program as presented totals \$46,076,600 and composed by program as follows:

Water Capital	\$ 8,834,000
Sewer Capital	\$ 5,364,000
Transportation	\$28,794,000
Drainage	\$ 2,960,000
Parks	\$ 124,600

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

This resolution also proposes changing timing for presentation of the CIP to match the City's budget cycle as well as the announcement of many grant program selections.

**FINANCIAL SUMMARY:**

Approval of the CIP does not constitute a financial commitment by the Council. Project funding approval will still occur as part of the City's budget process.

**RECOMMENDED ACTION:**

Staff recommends Council to make a motion to pass the resolution adopting the 2014-2019 CIP.

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that recognizing the need for continued review of said document to insure that current needs are addressed, the following procedure is hereby

established for ongoing review and modification of said Capital Improvement Program, which procedure supersedes and replaces the procedures adopted in Resolution 12-1065 and any other resolution or policy regarding such procedure:

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

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

## Exhibit A

The 2014-2019 CIP can be found at:

[http://www.kelso.gov/sites/default/files/images/engineering/council\\_cip\\_pkt.pdf](http://www.kelso.gov/sites/default/files/images/engineering/council_cip_pkt.pdf)

# **AGENDA SUMMARY SHEET**

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

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### **SUBJECT TITLE:**

Resolution - Surplus of the Engineering Department  
Kyocera Plotter/Copier/Scanner and the HP  
designjet Plotter.

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

**Dept. of Origin:** Engineering \_\_\_\_\_

**For Agenda of:** December 17, 2013 \_\_\_\_\_

### **PRESENTED BY:**

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

**Cost of Item:** N/A \_\_\_\_\_

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

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### **AGENDA ITEM ATTACHMENTS:**

Resolution to Surplus the Engineering Department Kyocera Plotter/Copier/Scanner and the HP designjet Plotter.

### **SUMMARY STATEMENT:**

The Engineering Department has a Kyocera Plotter/Copier/Scanner and a HP designjet Plotter which have reached the end of their useful life. We have determined that it is in the best interest of the City to prepare the items for surplus and disposal.

### **RECOMMENDED ACTION:**

Staff recommends Council make a motion to adopt the resolution designating the Engineering Department Kyocera Plotter/Copier/Scanner and the HP designjet Plotter as surplus.

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

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,  
DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY OF  
KELSO AS SURPLUS AND TO AUTHORIZE THE DISPOSAL BY  
THE NEGOTIATION OF ITS SALE OR DEMOLITION.**

WHEREAS, the City is the owner of two older plotters; and

WHEREAS, they have reached the end of their useful life; and

WHEREAS, it is in the best interest of the City to prepare the items for surplus  
and disposal;

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

**SECTION 1.** The City owned items listed below are hereby declared to be  
surplus and no longer a use to the City:

1 – KYOCERA KM-4850w (Kelso Tag #12039)

2 – HP designjet 800ps (Kelso Tag #12013)

**SECTION 2.** The City Manager is directed to dispose of the items by the  
negotiation of their sale or by disposal according to City policy and is authorized to take  
all steps necessary and incidental to accomplishing this.

**SECTION 3.** This Resolution shall take effect immediately.

**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