Kelso City Council Agenda

Regular Meeting, 6:00 pm December 16, 2014 City Hall, Council Chambers 203 South Pacific Kelso, WA 98626



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

Invocation:

Pastor Nick Stumbo, East Hills Alliance Church

Roll Call to Council Members:

1. Approve Minutes:

1.1. December 2, 2014 – Regular Meeting

2. Presentation:

2.1. Cowlitz Wahkiakum Council of Governments Executive Director Bill Fashing

3. Consent Items:

- 3.1. Re-appointments Boards & Commissions
- 3.2. Appointment Municipal Court Judges
- 3.3. Award Bids for 2015 Water Treatment Chemical Purchase
- 3.4. Closeout Contract N. Kelso Ave. CHAP Overlay
- 3.5. Closeout Contract 2014 CHAP St. Overlay & N. Kelso Ave. Waterline Replacement
- 3.6. Agreement Maintenance Services, Southwest Washington Regional Airport
- 3.7. Auditing of Accounts

4. Citizen Business:

5. Council Business:

6. Action/Motion Items:

- 6.1. Ordinance, 2nd Reading
 - 6.1.1. Amending Planning Commission Code KMC 2.60

Kelso City Council Agenda,

Regular Meeting, 6:00 pm December 16, 2014 City Hall, Council Chambers 203 South Pacific Kelso, WA 98626



6.2. Ordinance, 2nd Reading 6.2.1. Amend 2014 Budget

6.3. Resolution

6.3.1. 2015 – 2020 Capital Improvement Plan Update

Other Items:

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

Pastor Russ Jorgenson, Kelso Christian Assembly, 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: McDaniel, Myers, Futcher, Roberson, Franklin, and Schimmel. Councilmember Archer was absent.

<u>Minutes:</u> Upon motion by Councilmember Schimmel seconded by Councilmember Roberson, 'Approve the Minutes of the 11/18/14 Regular Meeting,' Motion carried all voting yes.

PRESENTATION:

<u>City Real Estate Annual Report:</u> City of Kelso Real Estate Broker Butch Henry of Pacific NW Realty Group provided an update on the City owned properties that are listed with Pacific NW Realty Group.

PUBLIC HEARING – FINAL BUDGET 2015/2016

Mayor Futcher opened the public hearing at 6:13 p.m. City Attorney Janean Parker commented that the proposed budget includes appropriations for the Kelso Transportation Benefit District for the 2015/2016 biennium. There being no further comments from the public, Mayor Futcher closed the public hearing at 6:14 p.m.

CITIZEN BUSINESS: None.

MOTION ITEMS:

Ordinance No. (1st Reading) Amending Planning Commission Code KMC 2.60: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Schimmel, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING THE KELSO MUNICIPAL CODE CHAPTER 2.60 PLANNING COMMISSION.' Lengthy discussion followed. The Council requested that changes be made to section 2.60.030 regarding eligibility requirements to bring back for consideration. Councilmembers McDaniel, Myers, Futcher, Roberson, and Schimmel voted yes. Councilmember Franklin voted no. Motion passed, 5 to 1.

<u>Ordinance No. 14-3837 – Adopt 2015-2016 Budget:</u> The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Schimmel, 'Adopt Ordinance No. 14-3837, 'AN ORDINANCE RELATING TO MUNICIPAL FINANCE AND ADOPTING A BUDGET FOR THE CITY OF KELSO FOR THE 2015/16 FISCAL YEARS.' Motion passed, all voting yes.

Resolution No. 14-1130 – Amending Personnel Policy Handbook, Non-represented Employee Salary Matrix, and Employee Health Benefit Policy: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Pass Resolution No. 14-1130, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AMENDING RESOLUTION NO. 13-1105 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 passed, all voting yes.

Ordinance No. (1st Reading) Amending 2014 Budget: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO RELATING TO PUBLIC EXPENDITURES AND DECLARING AN EMERGENCY UNDER THE PROVISIONS OF RCW 35A.34.150, FIXING THE AMOUNT OF MONEY REQUIRED TO MEET SUCH EMERGENCIES AND AUTHORIZING THE EXPENDITURE OF MONEY NOT PROVIDED FOR IN THE 2013-2014 BIENNIAL BUDGET OF THE CITY.' Motion passed, all voting yes.

The Regular Session was recessed at 6:33 p.m. to convene into the Transportation Benefit District Special Meeting. At 6:36 p.m., the Council reconvened into Regular Session.

COUNCIL REPORTS:
<u>Todd McDaniel:</u> No report.
<u>Dan Myers:</u> No report.
Rick Roberson: No report.
Jared Franklin: No report.
Gary Schimmel: No report.
David Futcher: No report.
There being no further business, Mayor Futcher adjourned the meeting at 6:36 p.m.

MAYOR

CITY CLERK

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:	
Boards & Commissions Re-Appointments	Agenda Item:
	Dept. of Origin: City Manager
	For Agenda of: December 16, 2014
	Originator: Steve Taylor
PRESENTED BY:	
Steve Taylor	City Attorney:
	City Manager:

Agenda Item Attachments:

N/A

SUMMARY STATEMENT:

Boards and/or Commissions have term expirations for the appointed positions. Following are names of persons who have agreed to another term of service and want to continue their current participation.

Re-Appointments

- a. Kelso Housing Authority
 - i. Marion Olmsted, Term to End 1/1/2020
- b. Lodging Tax Committee, Term to End 12/31/2015
 - i. Bill Marcum
 - ii. Cindy Keeney
 - iii. Pam Fierst
 - iv. Syed Pasha
- c. Park Board
 - i. Bob Smith, Term to End 12/31/2018
 - ii. Dan Graves, Term to End 12/31/2017
- d. Highlander Festival
 - i. Connie Reams, Term to End 12/31/2018
 - ii. Fina Fowler, Term to End 12/31/2018

- e. Library Board
 - i. Bob Farr, Term to End 12/31/2019
- f. Civil Service Commission
 - i. Ernie Moore, Term to End 12/31/2020

Additionally staff and the Park Board Chair conducted interviews and would like to recommend Dan Graves be appointed to the recently vacated position #1 on the City's Park Board.

RECOMMENDED ACTION:

Staff recommends approval of these re-appointments

Business of the City Council City of Kelso, Washington

SL	JBJECT	TITLE:	Appointment	of	Municipa	al
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Court Judges Agenda Item:_____

Dept. of Origin: City Manager

For Agenda of: December 16, 2014

Originator: Steve Taylor

PRESENTED BY: City Attorney:

Steve Taylor City Manager: Steve Taylor

Agenda Item Attachments:

Exhibit A – Appointment of Municipal Court Judges Document

Exhibit B - Appointment of Pro Tem Municipal Court Judges Document

SUMMARY STATEMENT:

There are currently three elected judges serving as Kelso's Municipal Court judges, all three judges have been elected to new terms beginning in 2015. If an elected judge is unavailable, a pro tem judge may be assigned to fill in. KMC 2.40.020 and 2.40.030 require that municipal judges and pro tem municipal judges be appointed by the Mayor and approved by the City Council.

RECOMMENDED ACTION:

Staff recommends the Mayor appoint Judges Koss, Marshall, and Putka as Kelso's Municipal Court judges as well as the pro tem judges listed in Exhibit B.

APPOINTMENT OF JUDGES TO KELSO MUNICIPAL COURT

I hereby appoint District Court Judges Davi	d R. Koss, Ronald S. Marshall, and Ed
Putka as part-time judges of the Kelso Municipal C	court. Their term of office shall be as
provided in RCW 3.46.	
Dated:	, 2014.
-	
Mayor City of Kelso	v.
. 7	
I hereby certify that on	, 2014 the Kelso
City Council confirmed the appointment of District	Court Judges David R. Koss, Ronald
S. Marshall, and Ed Putka as part-time judges of th	e Kelso Municipal Court.
Dated:	, 2014.
TP*,1	

APPOINTMENT OF PRO TEM MUNICIPAL COURT JUDGES

For the 2015 calendar year, I hereby authorize the Kelso Municipal Court to appoint any of the following to serve as pro term judges:

Charles Angelico Kevin G. Blondin Paul A. Brachvogel Elle Couto Bruce Hanify Timothy M. Hanigan Heidi L. Heywood Patrick L. Kubin Lisa E. Tabbut

Any current or retired elected or appointed judge of a court in the State of Washington

Date:	
Mayor	· · · · · · · · · · · · · · · · · · ·
City of Kelso	

Business of the City Council City of Kelso, Washington

SUBJECT	TITL	Æ:
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Water Treatment Chemical Purchase Agenda Item:

Award Bids for Year 2015

Dept. of Origin: Public Works Department

For Agenda of: December 16, 2014

PRESENTED BY: Cost of Item: \$44,730.00

Randy Johnson

Superintendent of Public Works

City Manager:

AGENDA ITEM ATTACHMENTS:

Bid Tabulation Sheet

SUMMARY STATEMENT:

This is the seventeenth 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 November 20th, 2014 for the 2014 Water Treatment Chemical Purchase. Five 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.

CHEMICAL	SUPPLIER	2015 BID PRICE	2014 BID PRICE
Sodium Hydroxide	Northstar Chemical	.695 / gallon	.685 / gallon
Sodium Hypochlorite	JCI Jones Chemical	.59 / gallon	.55/ gallon
Sodium Fluoride	Cascade Columbia	.780 / pound	.675 / pound

FINANCIAL SUMMARY:

The total estimated Water Treatment Chemical cost for Kelso is \$44,730.00.

RECOMMENDED ACTION:

Staff recommends council make a motion to award bids to the respective low bidders for Water Treatment chemicals purchased for the year 2015.

Bids Opened:

2015 Chemical Bid Tabulation SheetCity of Kelso

BIDDER	BID ITEM 1	BID ITEM 2	BID ITEM 3	BID ITEM 4
(Shaded Area = Low Bidder)	Sodium Flouride	Flourosilicic Acid	Sodium Hydroxide	Sodium Hypochlorite
	(\$ / lb)	(\$ / gal)	(\$ / gal)	(\$ / gal)
Northstar Chemical	No Bid	No Bid	0.695 / gal	No Bid
Cascade Columbia	0.78 / lb	3.51 / gal	.758 / gal	.92 / gal
Olin	No Bid	No Bid	No Bid	No Bid
HASA	No Bid	No Bid	No Bid	0.69 / gal
JCI Jones	No Bid	No Bid	.71 / gal	0.59 / Gal



City of Kelso Chemical Purchase Comparison, 2014 vs. 2015														
		K	Celso Bid Quantit	ies	Lov	w Bidders' Unit Price	es		Item Cost					
Item	Bid Units	2014	Quantity Change 2014		2015	Unit Price Change	2014	2015	Cost Change					
<u>Flouride</u>	Pounds	15,000	15,000	15,000 0 \$0.675 \$0.780		\$0.780	\$0.105	\$10,125.00	\$11,700.00	\$1,575.00				
Sodium Hydroxide	Gallons	28,000	28,000	0	\$0.685	\$0.695	\$0.010	\$19,180.00	\$19,460.00	\$280.00				
Sodium Hypochlorite	Gallons	23,000	23,000	0	\$0.550	\$0.590	\$0.040	\$12,650.00	\$13,570.00	\$920.00				
							Total	\$41,955.00	\$44,730.00	\$2,775.00				

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Agenda Item:_____

Closeout for:

N. Kelso Ave. CHAP Overlay **Dept. of Origin:** Community Development/Eng

Project #581409

For Agenda of: December 16, 2014

PRESENTED BY: Cost of Item: \$69,263.22

Michael Kardas, P.E.

Community Development Director / City Engineer City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Final Pay Summary

Reconciliation Change Order (CO #1)

SUMMARY STATEMENT:

Council awarded the Contract for the N. Kelso Ave. CHAP Overlay during the August 5, 2014 council meeting to Lakeside Industries, Inc. of Longview, WA in the amount of \$89,477.00. Work started on August 18, 2014 and the project was completed on September 10, 2014.

The N. Kelso Ave. CHAP Overlay provided for the roadway improvement and repair of N. Kelso Avenue from a point approximately 500 feet north of the Redpath Street intersection to the Interstate Highway 5 right of way. The major work elements being 3,000 SY of Pavement Planning and 525 Tons of hot mix asphalt (HMA).

This project was funded by grant funds awarded to the City by the Transportation Improvement Board (TIB) under the City Hardship Assistance Program (CHAP).

FINANCIAL SUMMARY:

Original Contract Amount: \$ 89,477.00

Approved Change Orders: \$

 Over/Under Runs:
 \$ (16,568.35)

 Retainage Amount:
 \$ 3,645.43

 Final Contract Amount:
 \$ 69,263.22

 Change in Contract Amount:
 \$ (16,568.35)

RECOMMENDED ACTION:

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

CONTRACT CHANGE ORDER

Change Order No.	1 Reconcilation Change Order		City	y of Kelso, WA
Project Name:	N. Kelso Ave CHAP Street Overlay	Projec	t Number: _	581409
Owner:	City of Kelso		Date:	November 17, 2014
То	: Lakeside Industries, Inc.			
		(Contractor)		
You are hereby requ	ested to comply with the following change	es from the contra	ct plans and	Specifications:
De	escription of Changes	Chan	ge in Contra	ct Price
Item 5 Quantity Und	errun	\$		(300.00)
Item 6 Quantity Ove	rrun	\$		570.00
Item 7 Quantity Unde	errun	\$ \$ \$		(15,971.25)
Item 8 Quantity Und	errun	\$		(982.60)
Item 9 Quantity Ove	rrun	\$		115.50
	TOTAL	\$		(16,568.35)
	Net Change in Contract Price:	\$		(16,568.35)
Justification for Ch		× 33 25 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
Quantity under/over	runs			
Original Contract Am	nount:	\$		89,477.00
This Change Order:		\$		(16,568.35)
Previous Change Or	der(s):			
Total Contract Pric	e:	\$		72,908.65
Number of additiona	I working days allowed: 0			
This document will b	ecome a supplement to the contract and	all provisions of th	ne contract v	will apply hereto.
Accepted:	AN -		Date:	11/14/14
	Contractor		8	7 7
Reviewed:	MLB Sul		Date: _	11-17-14
Dogommondadi	Inspector/Project Manager		D-4	11.25 10
Recommended:	City Engineer		Date: _	1123.17
Approved:	Style a SI		Date:	2/4/2014
	City Manager		× 	

CONTRACT CHANGE ORDER

Change Order No.	1 Reconcilation Change Order		City	of Kelso, WA
Project Name:	N. Kelso Ave CHAP Street Overlay	Pro	oject Number:	581409
Owner:	City of Kelso	10	Date:	November 17, 2014
To:	Lakeside Industries, Inc.			
		(Contractor)		
You are hereby reque	ested to comply with the following chang	es from the co	ntract plans and	Specifications:
	scription of Changes	С	hange in Contra	ct Price
Item 5 Quantity Unde	errun	\$		(300.00)
Item 6 Quantity Over	run	\$		570.00
Item 7 Quantity Unde	errun	\$ \$		(15,971.25)
Item 8 Quantity Unde	errun			(982.60)
Item 9 Quantity Over	run	\$		115.50
	TOTAL	\$		(16,568.35)
	Net Change in Contract Price:	\$		(16,568.35)
Justification for Cha	NAMES AND ADDRESS OF THE PARTY			
Quantity under/over r	runs			
Original Contract Am	ount:	\$		89,477.00
This Change Order:		\$		(16,568.35)
Previous Change Ord				
Total Contract Price	: :	\$		72,908.65
Number of additional	working days allowed: 0			
This document will be	ecome a supplement to the contract and	all provisions	of the contract w	vill apply hereto.
Accepted:	Contractor	U)	Date: _ l	11/14/14
Reviewed:	AN ATSul		Date: _	11-17-14
Recommended:	Inspector/Project Manager		Date: _	11.25.14
Approved:	City Engineer City Manager		Date:	11-17-14

North Kelso Ave. CHAP Overlay Project # 581409 Lakeside Industries, Inc., FINAL QUANTITY ESTIMATE

													13	12	11	10	9	00	7	6	ა	4	ω	2	_	No.	Item
City of Kelso PROJECT MANAGER								O	CO #1 - Quantity Reconcilation	CHANGE ORDERS		Contract Amount	Trim and Cleanup	Painted Crosswalk Line	Painted Line - Fog Line	Painted Line - Centerline	Temporary Pavement Marking	HMA Pre-level (0.1')	HMA	Planing Bituminous Pavement	RP & Reset Existing Surface Monument	Flaggers and Spotters	Project Temporary Traffic Control	Construction Surveying	Mobilization	Description	
		Revis	ı						1			Т	12	300	2,100	1,050	1,050	230	525	3,000	4	40	1	1	1	Qty	
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DATE PATE		Revised Contract Amount	5% Retainage	Sub Total		Contract Amount	5% Retainage	Sub Total	(16,568.35)				2.000.00	2.80	0.25	0.23	0.11	85.00	75.00	2.85	150.00	52.00	2,600.00	4,000.00	9,000.00	rice	
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	Due to	\$72,908.65	\$3,645.43	\$72,908.65		\$89,477.00	\$4,473.85	\$89,477.00	(16,568.35)		00,711.00	89 477 00	2,000.00	840.00	525.00	241.50	115.50	19,550.00	39,375.00	8,550.00	600.00	2,080.00	2,600.00	4,000.00	9,000.00	Amount	
	Contracto						0.	J)																	Quantity	
Lakeside Industries	Retainage \$ Sales Tax \$ Due to Contractor this Estimate \$	-														69	69	€9	€9	\$	\$	\$	\$	-	÷	Pay Amount	This Estimate
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7.7	\$ 3,645.43 \$ 69,263.22	\$72,908.65							(16,568.35)		72,300.00	23 000 65	2000 00	840 00	525 00	241.50	231.00	18,567.40	23,403.75	9,120.00	300.00	2,080.00	2,600.00	4,000.00	9,000.00	Pay Amount	Previous Estimates
DATE									_				200					218.44	312.05	3200	2	40	_	_	_	Quantity	
									€		6	9	A	#	A	9	S	S	()	€9	8	69	€9	es (v)	\$	_	Total to
	\$ 3,645.43 \$ - \$ 69,263.22	\$72,908.65							(16,568.35)		12,900.00	75,000.00	2 000 000	840.00	525.00	241.50	231.00	18,567.40	23,403.75	9,120.00	300.00	2,080.00	2,600.00	4,000.00	9,000.00	Pay Amount	Total to Date

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Closeout for:

2014 CHAP St. Overlay

Project #581401

N. Kelso Ave. Waterline Replacement

Project #591402

For Agenda of: December 16, 2014

Agenda Item:___

Dept. of Origin: Community Development/Eng

City Manager: Steve Taylor

Cost of Item: \$357,545.44

PRESENTED BY:

Michael Kardas, P.E.

Community Development Director / City Engineer

AGENDA ITEM ATTACHMENTS:

Final Pay Summary

Reconcilitation Change Order (CO #3)

SUMMARY STATEMENT:

Council awarded the contract for the 2014 CHAP St. Overlay and N. Kelso Ave. Waterline Replacement project to Lakeside Industries, Inc. of Longview, WA during the July 15, 2014 council meeting in the amount of \$393,782.91. Work started on August 18, 2014 and the project was completed on September 10, 2014.

The 2014 CHAP St. Overlay provided for the roadway improvement and repair of North Kelso Avenue from North Pacific Avenue to a point approximately 500 feet north of the Redpath Street intersection. The major work elements being 8,500 yd² of Pavement Planning and 1,700 Tons of hot mix asphalt (HMA).

The N. Kelso Ave. Waterline Replacement provided for the construction of approximately 725 linear feet of 6" Ductile Iron water distribution piping and associated valves, service meters, and appurtenances. The project included the removal and construction of approximately 490" of concrete sidewalk.

This project budget was a combination of funds from the Cities Water Capital Reserve Fund as well as a grant awarded to the City by the Transportation Improvement Board (TIB) under the City Hardship Assistance Program (CHAP).

FINANCIAL SUMMARY:

Original Contract Amount: \$ 393,782.91 Approved Change Orders: \$ 13,644.45 Over/Under Runs: \$ (49,881.93)

Retainage Amount: \$

Final Contract Amount: \$ 357,545.44 Change in Contract Amount: \$ (36,237.47)

RECOMMENDED ACTION:

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

CONTRACT CHANGE ORDER

Change Order No.	3 Reconcilation Change Order	C	City of Kelso, WA
Project Name:	2014 CHAP Overlay	Project Number	581401
Owner:	City of Kelso	Date	November 14, 2014
To:	Lakeside Industries, Inc.		
	· · · · · · · · · · · · · · · · · · ·	ontractor)	
You are hereby reque	ested to comply with the following changes		nd Specifications:
	scription of Changes	Change in Conf	
Schedule A	on phon or onlying to	Offarige in Com	iact File
Item 4 Quantity Unde	rrun	¢	(5 564 00)
Item 5 Quantity Unde		\$ ©	(5,564.00)
Item 8 Quantity Unde		\$	(750.00)
Item 10 Quantity Und		\$ \$ \$ \$ \$ \$	(285.00)
Item 11 Quantity Und		Φ	(16,222.50)
Item 13 Quantity Ove		Φ	(7,752.00)
Item 15 Quantity Und		Ψ σ	129.80
Item 16 Quantity Und		ው ው	(184.00)
Item 17 Quantity Und		\$ \$	(400.00)
Schedule B	erruit	Ф	(2,240.00)
Item 4 Quantity Overr	TID	¢.	4.044.00
Item 5 Quantity Unde		\$	1,344.20
Item 6 Quantity Unde		Ф Ф	(3,219.75)
Item 8 Quantity Overr		\$ \$ \$	(10,040.00)
Item 13 Quantity Und		Ď	560.00
Item 15 Quantity Ove		\$	(5,228.00)
item 15 Quantity Ove	nun	\$	1,200.00
	TOTAL	\$	(48,651.25)
	8% Sales Tax	Schedule B Only	\$ (1,230.68)
	Net Change in Contract Price:	\$	(49,881.93)
Justification for Cha	nge:		
Quantity under/over ru	uns due to previous changes in the project	caught in CO #1 and #2	
Original Contract Amo	ount:	\$	393,782.92
This Change Order:		\$	(49,881.93)
Previous Change Ord	er(s):	\$	13,644.45
Total Contract Price	• **	\$	357,545.44
Number of additional	working days allowed:		
This document will be	come a supplement to the contract and all	provisions of the contract	will apply hereto.
Accepted:	AW	Date:	11/17/14
Reviewed:	Contractor Inspector/Project Manager	Date:	11-17-14
Recommended:	YV	Date:	11.25.14
Approved:	City Engineer City Manager	Date:	1. /

CONTRACT CHANGE ORDER

Change Order No3 Reconcilation Change Order	Cit	y of Kelso, WA
Project Name: 2014 CHAP Overlay	Project Number:	581401
Owner: City of Kelso	Date:	November 14, 2014
To: Lakeside Industries, Inc.		
	(Contractor)	
You are hereby requested to comply with the following char	150	d Specifications:
Description of Changes	Change in Contra	
Schedule A		100
Item 4 Quantity Underrun	\$	(5,564.00)
Item 5 Quantity Underrun	_	(750.00)
Item 8 Quantity Underrun		(285.00)
Item 10 Quantity Underrun	- \$ - \$ - \$ - \$ - \$	(16,222.50)
Item 11 Quantity Underrun	-	(7,752.00)
Item 13 Quantity Overrun	_ *	129.80
Item 15 Quantity Underrun	–	(184.00)
Item 16 Quantity Underrun	–	(400.00)
Item 17 Quantity Underrun	–	(2,240.00)
Schedule B	_ Ψ	(2,240.00)
Item 4 Quantity Overrun	- \$	1,344.20
Item 5 Quantity Underrun	- \$	(3,219.75)
Item 6 Quantity Underrun	-	(10,040.00)
Item 8 Quantity Overrun	-	560.00
Item 13 Quantity Underrun	-	(5,228.00)
Item 15 Quantity Orderrun	−	1,200.00
item 10 Quantity Overruit	_	1,200.00
TOTAL	\$	(48,651.25)
8% Sales Tax	Schedule B Only	\$ (1,230.68)
Net Change in Contract Price:	\$	(49,881.93)
Justification for Change:		
Quantity under/over runs due to previous changes in the pro-	oject caught in CO #1 and #2	1
Original Contract Amount:	\$	393,782.92
This Change Order:	\$	(49,881.93)
Previous Change Order(s):	\$	13,644.45
Total Contract Price:	\$	357,545.44
Number of additional working days allowed:		
This document will become\a supplement to the contract an		vill apply boroto
This document will become a supplement to the contract an	id all provisions of the contract v	will apply flereto.
Accepted:	Date: <u>/</u>	1/17/14
Contractor		1
Reviewed:	Date:	11-17-14
Inspector/Project Manager		
Recommended:	Date:	H. 25.14
City Engineer		
Approved: City Manager	Date: _	12/4/2014/

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City of Kelso

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Business of the City Council City of Kelso, Washington

SUBJECT	TITLE:	Southwest	Washington
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Regional Airport Maintenance Services Agenda I tem:______

Agreement

Dept. of Origin: City Manager

For Agenda of: December 16, 2014

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Airport Maintenance Agreement

SUMMARY STATEMENT:

The SW Washington Regional Airport Authority currently contracts for general maintenance services with Kelso. The original agreement was approved for the 2013 and 2014 budget years, however, a series of negotiated revisions were necessary to make the language of the agreement consistent with current practices. The agreement will cover the 2015 calendar year with an automatic annual renewal.

The revisions more accurately delineate the costs of city maintenance personnel and city equipment rental, as well as clarifying the responsibilities of maintenance for both parties.

RECOMMENDED ACTION:

Move to approve the Agreement with the SW Washington Regional Airport Authority for maintenance services.

AIRPORT MAINTENANCE AGREEMENT

This Agreement ("Agreement") is dated effective the 1st day of January, 2015. The parties ("Parties") to this Agreement are the Southwest Washington Regional Airport Board, a joint operating board pursuant to RCW 14.08.200 ("Board"), and the City of Kelso, a municipal corporation of the State of Washington ("City").

WHEREAS, the Board was formed pursuant to RCW 14.08.200 for the joint operation, repair, improvement, and regulation of the Southwest Washington Regional Airport ("Airport") located within Kelso, Washington; and

WHEREAS, the Board is authorized to employ or contract for such employees as the Board may deem necessary; and

WHEREAS, the Board is authorized to maintain in good order and repair all airport property; and

WHEREAS, the City has provided for the maintenance of the Airport property and has staff with the requisite skill and experience to perform such maintenance as required by the Board;

WHEREAS, the Parties wish for the City to continue to provide these services and to be compensated for providing these services;

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

I. SERVICES

- 1. The City shall furnish personnel and services necessary for, or incidental to, the performance of the airport maintenance duties as set forth in the job description attached hereto as Exhibit A and incorporated by reference, and such other airport maintenance duties as directed by the Board or its designated Airport Manager.
- 2. The Board shall provide all tools and equipment necessary to perform the airport maintenance duties.
- 3. All such work shall be performed to industry standards or such standards as may be mutually agreed by the Board and City.
- 4. The Parties agree that when such maintenance work is performed by City employees, or contracted service providers, they shall be at all times governed by the City's personnel and safety policies and procedures as applicable.
- 5. The City and the Board or its designated Airport Manager shall meet as needed to discuss work plan priorities and employee workloads and employee performance.
- 6. The City shall be responsible for all performance evaluation and corrective action for employees assigned to airport maintenance.
- 7. The Board shall direct any duties to assigned staff in accordance with the City's policies.

II. TERM.

The Term of this Agreement shall commence on January 1, 2015 and shall continue until December 31, 2015. The term shall automatically be extended for additional one (1) year periods unless terminated by either Party in accordance with Section III.

III. TERMINATION.

This Agreement may be terminated at the conclusion of any Term, with or without cause by either Party, by giving ninety (90) days written notice to the other Party.

IV. COMPENSATION

In consideration of the City performing the Services, the Board agrees to pay an amount not to exceed the City of Kelso's salary classification and benefits schedule for the Airport Operations Superintendent (M-8) position as currently provided and summarized in Exhibit B..

The City shall provide ninety (90) days' notice of any cost of living salary adjustment or employee classification changes. In the event that changes in tax, pension, state or federally-mandated insurance, or health insurance premium rates, or the City employee's election of certain health benefit options result in additional costs that exceed the amount specified in this section that is beyond the control of the City, the City shall be reimbursed without having to provide notice. In addition, the City shall be reimbursed for any costs associated with providing any specialized training or certifications required for its maintenance employees that are related to airport operations.

The City shall provide additional maintenance services upon the request of the Board or its designated Airport Manager, and shall be compensated for such services at the established hourly rate for salary and benefits for each employee performing services. The City shall charge the applicable hourly rate in Exhibit C for use of its equipment necessary for the performance of additional services.

The Airport Board shall charge the applicable hourly rate in Exhibit C for use of Airport equipment for non-airport work.

V. REPRESENTATIONS.

The City represents and warrants that it possesses the necessary skills and trained personnel to provide the services set forth in this Agreement and warrants that it will perform these services in a timely and professional manner.

VI. INDEMNIFICATION.

Each Party shall defend, indemnify and hold the other Party harmless from its own acts and/or omissions and those of its officers, employees, and agents.

VII. GENERAL PROVISIONS.

- 7.1. <u>Entire Agreement</u> 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
- 7.2 <u>Modification</u>. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.
- 7.3 <u>Full Force and Effect</u>. 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.
- 7.4 <u>Assignment</u>. Neither the City nor the Board 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.
- 7.5 <u>Successors in Interest</u>. 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.
- 7.6 <u>Attorney Fees</u>. 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.
- 7.7 <u>No Waiver</u>. Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default nor act as a waiver of the Party's right to declare another breach or default.
- 7.8 <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 7.9 <u>Venue</u>. 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.
- 7.10 <u>Authority</u>. Each individual executing this Agreement on behalf of the Board and the City represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or the Board.
- 7.11 <u>Notices</u>. 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.
- 7.12 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

City of Kelso	Southwest Washington Regional Airport Board
_	
By:	By:
Printed Name:	Printed Name:
Title	
Title:	By:
Address:	Printed Name:
Date:	
	By:
	Printed Name
Approved as to form:	Printed Name:
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POSITION OUTLINE AIRPORT OPERATIONS SUPERINTENDENT

<u>POSITION OVERVIEW</u>: Hands-on field operations including directly supervising the operation and maintenance of the regional facility located in Kelso, Washington. Often performs a variety of unskilled and semi-skilled tasks on the airport facilities, hangars, grounds and equipment.

REPORTING RELATIONSHIPS: This position receives direction and training from Airport Manager. The position incumbent may supervise contracted services as assigned by the Airport Manager. Regular staff meetings are required.

<u>DEPARTMENT NATURE and SCOPE</u>: The employee in this class makes regular reports to the Airport Manager and supervises Airport operations and maintenance. The employee's performance is reviewed and evaluated by the City through status reports and results obtained from the Board and the Airport Manager.

Ninety- five percent (95%) of the work is performed on the airfield and in the usual office environment and with occasional field trips to locations in the surrounding community for the purpose of training meetings and related activities. Work related to airfield operation, maintenance, complaint investigation and tenant relations may require work out of doors in all kinds of weather and can require operation of heavy equipment. The employee may be required to work evenings, weekends and holidays, as necessary.

This position operates a variety of power equipment such as tractor with mower; weed eater; power hand tools; etc., and performs routine landscape gardening, weed removal, rodent control, refuse removal, trim mowing, and other outdoor maintenance activities as required.

Routine hangar maintenance, to include lubrication of hangar doors; debris removal from sliding doors, installation repair, and maintenance of locking systems; minor carpentry, roof repairs, painting and general repairs where required.

Daily checks of runway lighting; to include replacement of burned out lights, and repair or replacement of light fixtures. Light replacement in segmented circle and rotating beacon, and keeping runway and taxiways free of foreign material and debris, and other duties as assigned.

This position also insures effective Wildlife management and security plan implementation.

<u>WORKING ENVIRONMENT</u>: This position frequently performs its duties without regard to weather conditions. The responsibilities of the position frequently place the employee in close proximity to heavy construction equipment, excavation projects, machinery, paving projects, hazardous weather conditions, toxic chemicals, aircraft traffic hazards, electrical shock, hazardous atmosphere and working in high precarious places.

MINIMUM QUALIFICATIONS:

- 1) A High School diploma or GED, with experience in fields related to airport operations; and a minimum of five (5) years of experience in airport operations and maintenance; or an equivalent combination of training and/or experience that provides the required knowledge and abilities.
- 2) A valid State of Washington driver's license with a commercial endorsement is required for employment (if out of state transferable within 90 days).
- 3) A minimum of five years of construction experience.
- 4) Equipment Experience: Light duty vehicles, compactor, jackhammer, pump, air compressor, 5 & 10 yard dump trucks, backhoe, trenchers, cut off saw, hand tools, crack sealer and the ability to safely and professionally operate a wide range of other small power and hand tools. Side arm mower, boom truck, concrete saws, road grader, track hoe, crawler dozer, front loader and fork lift.
- 5) Thorough knowledge of construction techniques and procedures related to Airport construction and maintenance.
- 6) Ability to use basic oral and written communication in the performance of duties and responsibilities.

- 7) Knowledge of and adherence to the safety standards, practices and procedures relating to all facets of the job.
- 8) Have understanding of and ability to perform routine carpenter and mechanical duties.
- 9) Pesticide/Herbicide License (To be secured within 90 days of hire).
- 10) Department of Ecology Underground Storage Tank Operator Category A (to be secured within 90 days of hire).
- 11) United States Department of Agriculture Depredation Permit (to be secured within 90 days of hire).

ESSENTIAL WORKING CONDITIONS:

Physical: Ability to safely lift 100 pounds without assistance and pull up to 150 pounds. The incumbent must be capable of frequent bending, standing and kneeling, sitting, climbing or balancing, and maintaining continual physical activity during the workday.

Mental: Ability to make responsible decisions while in the field in order to assure a safe working environment and accomplish assigned duties.

ESSENTIAL JOB FUNCTIONS:

- 1) Plans, organizes, coordinates, and performs the operations, maintenance of the Regional Airport in accordance with federal, state and local laws, rules and regulations, and Airport Board policy.
- 2) Maintains liaison and coordinates Airport operations and development with appropriate federal and state agencies, as required; meets with and represents the Airport before various tenants, users and other interested parties, as necessary.
- 3) Processes rental agreements with prospective tenants, users, and other interested parties.
- 4) Supervises and performs the maintenance, repair and remodeling of Airport buildings, grounds and other facilities, as necessary.
- Assists the Airport Manager at meetings and before community actions groups as directed.
- 6) Performs related duties as required.

KNOWLEDGE and ABILITIES:

- 1) Quality management philosophy
- 2) Federal, state and local regulations for operations of a public airport
- 3) Read, interpret, and apply federal, state and local regulations
- 4) Airport operations and maintenance.
- 5) Working knowledge of computers is desirable
- 6) Establish and maintain effective working relationships with superiors, peers, associates and the general public
- 7) Communicate effectively both orally and in writing
- 8) Prepare a variety of correspondence and reports
- 9) Evaluate problems and define solutions or compromises that mitigate concerns of interested parties
- 10) Maintain accurate written records and to prepare clear concise written reports
- 11) Exercise courtesy, discretion and tact in the face of hostility and dispute
- 12) Read, interpret and apply the various laws, rules and regulations that govern airport operations and procedures

SERVICE OBJECTIVE-RESPONSIBILITIES TO CITIZENS AND TAXPAYERS:

- 1) Courteous and Respectful
- 2) Responsive to citizen requests and complaints
- 3) Cost effective use of city and airport resources

SUPPORTIVE WORK ENVIRONMENT:

- 1) Treat others with respect
- 2) Support a positive work environment and cooperation with team members

- 3) Communications
 - a. Keep others informed of work issues and programs by maintaining quality communications
 - b. Work to resolve issues of conflicting personalities and needs
- 4) Display initiative to resolve problems and capitalize on opportunities in the job.
- 5) Maintain a work environment supporting fair and equal treatment of employees within Equal Employment Opportunity Guidelines.

The statements contained here reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility but should not be considered and all-inclusive listing of working requirements. Individuals may perform other duties as assigned including work in other functional division areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

Airport Operations Superintendent 2015 rate

1	Monthly Salary	4,802.00
2.	Social Security (.062)	297.72
3.	Medicare (.0145)	69.63
4.	PERS/LEOFF	538.30
5.	Worker's Comp (.xxx * line 21) / 12	148.56
6.	Medical	1076.45
	Veba	250.00
8	Dental / Vision	163.55
9	Life Insurance	2.35
10	Employee Assistance	incl'd in med pre
_11	TOTAL MONTHLY BENEFIT COST	2,546.57
12	TOTAL MONTHLY EMPLOYEE COST	7,348.57
13	TOTAL ANNUAL COST	88,182.85
14	# Potential Work Hours / Year:	2,080
15	Accrued Leave Hours Per Year:	2,000
	Annual Leave Hours (Variable)	144
	, and Loure Hours (variable)	
	Sick Leave Hours (8 hrs/month)	96
	Holiday Hours (Variable days/year)	104
16	TOTAL ACCRUED LEAVE HRS/YEAR	344
17	YEARLY HOURS WORKED	2,080
18_	COMPOSITE HOURLY S/T RATE	42.40
19	COMPOSITE HOURLY O/T RATE	N/A

Exhibit C

City of Ke		ntal					
Updated	Equipment Re	ntai					
Year	Make	Model	Use	Lic#/Ser#	Unit#	Rent	al Rate
1990	Case	580K	Loader/Backhoe		16-60	\$	58.00
2008	Case	580SM3	Loader/Backhoe	N8C504262	25-864	\$	58.00
1998	Case	580SL	Backhoe	JJG0267397	25-62	\$	58.00
2002	Case	580 Super M	Backhoe	JJG0284784	16-261	\$	58.00
1998	Chev	1 Ton	3 yd Dump Truck	19385D	25-30	\$	35.00
2010	Chev	Colorado	Pickup	93645C	25-017	\$	13.00
2000	Chev	C3500 1 Ton	Service Truck	28551D	25-32	\$	25.00
2005	Chev	C1500	Pickup	38124D	25-521	\$	13.00
1997	Chev	S-10	Pickup	19356D	12-28	\$	13.00
2002	Chev	Silverado	Pickup	30077D	25-239	\$	13.00
1999	Chev	Suburban	Utility	38177D	16-643	\$	13.00
2002	Dodge	Ram	Service Truck	30082D	25-236	\$	25.00
2013	Ford	F250	Pickup	56287D	21-338	\$	13.00
2013	Ford	F250	Pickup/Service Truck	56286D	25-336	\$	25.00
2013	Ford	F250 4x4	Pickup	56288D	16-329	\$	13.00
2001	Dodge	Ram	2-3 Yd Dump Truck	30046D	16-48	\$	35.00
1992	Ford	35CYY	Camera Van	38176D	25-655	\$	103.00
1999	Ford	F450	Boom Truck	30093D	16-340	\$	92.00
2008	Ford	F150	Pickup	88581C	6-820	\$	13.00
2010	Ford	F150 4x4	Pickup	51912D	25-026	\$	13.00
2008	Ford	F250	Service Truck	45321D	16-725	\$	25.00
2003	Ford	F450	Service Truck	36728D	25-334	\$	25.00
2008	F450	F450	3 yd Dump Truck	49314D	25-831	\$	35.00
1997	Ford	F Super Duty	3 yd Dump Truck	19358D	16-35	\$	35.00
2008	Ford	Ranger	Pickup	46944D	13-819	\$	13.00
1998	Ford	Windstar	Van	38104D	12-422	\$	13.00
2001	Freightliner	FL-80	Vac Truck	30080D	25-256	\$	103.00
2001	GMC	Sonoma	Pickup	30044D	25-124	\$	13.00
2002	GMC	Sonoma	Pickup	30076D	21-223	\$	13.00
2009	International	760	Vac Truck	49994D	25-957	\$	103.00
1992	International		5 yd Dump Truck w/plow & spreader	07935D	16-46	\$	52.00
1993	International	4700	5 yd Dump Truck	11059D	25-47	\$	52.00
2000	Jeep	Cherokee	Utility	30092D	13-318	\$	13.00
1998	Kenworth	Dump	10-12 yard Dump Truck	36715D	16-344	\$	92.00

Exhibit C (cont'd)

Southwest Washington Regional Airport Truck and Equipment Rental for 2015

Make	Model	Use	Rental Rate
John Deere	1517	Mower Deck	\$69/day
John Deere	LT155	Riding Mower	\$170/day
John Deere	5410	Tractor	\$295/day

Note: Rental Rates obtained from John Deere representative via telephone #888-777-2700 December 2014

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE
CITY OF KELSO, WASHINGTON AMENDING
THE KELSO MUNICIPAL CODE CHAPTER 2.60
PLANNING COMMISSION.

Dept. of Origin: _______

For Agenda of: December 16, 2014

Originator: _______

PRESENTED BY:

Steve Taylor City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Proposed Ordinance

Exhibit A – Proposed Chapter 2.60 Planning Commission

Exhibit B – Current Chapter 2.60 Planning Commission

SUMMARY STATEMENT:

The changes contained within the proposed ordinance are intended to reflect recent Council conversations regarding the rules and regulations governing the planning commission. The current code specifies a seven-person commission and allows two members to live outside City limits but within the City's urban growth area. The proposed changes reduce the number of commissioners to five, eliminate antiquated and/or irrelevant language to reflect the current operations of the commission, and allow one member to live outside the City, but within Cowlitz County, as long as they own at least a 50% interest in a business or property located within city limits.

The planning commission currently has three vacancies; one of these vacancies has been advertised since October 13, 2014. Staff has received one application for this position.

RECOMMENDED ACTION:

Make a motion to approve the Ordinance amending KMC 2.60 on second reading.

ORDINANCE NO.	
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AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING THE KELSO MUNICIPAL CODE CHAPTER 2.60 PLANNING COMMISSION.

WHEREAS, KMC Chapter 2.60 establishes the Kelso planning commission pursuant to RCW 35A.63 to serve in an advisory capacity to the City Council; and

WHEREAS, the City Council wishes to update the City's municipal code to reflect the current operations, processes, and increase the efficiency of the planning commission;

NOW, THEREFORE,

PUBLISHED:_____

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

SECTION 1. That Kelso Municipal Code 2.60 is hereby amended as set forth in Exhibit A, attached hereto and hereby incorporated.

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

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

ADOPTED by the City Council	and SIGNED by the Mayor this day of
, 2014.	
ATTEST/AUTHENTICATION:	MAYOR
CITY CLERK APPROVED AS TO FORM:	
CITY ATTORNEY	

EXHIBIT "A"

Chapter 2.60 PLANNING COMMISSION

Sections:

2.60.010 Created—Membership.

2.60.020 Term limits—Vacancies.

2.60.030 Eligibility. Residency requirements.

2.60.040 Powers.

2.60.050 Ouorum.

2.60.060 Position deemed vacant when.

2.60.070 Rules of procedure.

2.60.080 Reserved.

2.60.090 Recommendations to council.

2.60.100 Annual reports to council.

2.60.010 Created—Membership.

Pursuant to RCW 35A.63.020, there is created a planning agency to be known as the "Kelso planning commission." Said agency The planning commission shall serve in an advisory capacity to city officials and to the city council. The planning commission shall consist of seven five regular members. plus one ex-officio (nonvoting) member who is also a member of the Kelso parks and recreation board.

The_seven<u>five</u> regular members shall be appointed by the mayor subject to confirmation by the city council._; provided, the ex-officio member shall be designated by the Kelso parks and recreation board to serve at the pleasure of said board

2.60.020 Term limits—Vacancies.

The terms of the members shall be as follows:

- A. A. Members shall be appointed for terms of four years.
- B. The terms shall be staggered so that no more than three members' terms shall expire in any year
- Three members shall be appointed for a term of two years and the term shall expire November 1, 1986, or until their successors are appointed. One such office shall be designated Position No. 1,

one Position No. 2 and one Position No. 3. Thereafter, the terms for such positions shall be four years and shall expire on the first day of November of each succeeding four year period.

B. Four members shall be appointed for a term of four years and the term shall expire November 1, 1988, or until their successors are appointed. One such office shall be designated Position No. 4, one Position No. 5, one Position No. 6 and one Position No. 7. Thereafter, the terms for such positions shall be four years and shall expire on the first day of November of each succeeding four year period.

C. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired term. Members may be removed, after a public hearing, by the appointing official mayor, with the approval of the city council for inefficiency, neglect of duty or malfeasance in office or other just cause.

2.60.030 Residency requirements Eligibility.

At least <u>four</u>five-members of the planning commission shall be residents of the city. Up to <u>one</u>two members-need not reside in the city, but must reside within <u>Cowlitz County and meet one of the following eligibility requirements:</u>

- a. Own at least a 50% interest in property within the city limits of the City of Kelso;
- b. or Own at least a 50% interest in a business that operates within the city limits of the City of Kelso.

the city's urban growth area. In the event a planning commission member is serving who is not a resident of the city, such person shall not be authorized to serve as the planning commission chairman. In the further event that a duly appointed member shall move from within the city to outside the city or cease to own at least a 50% interest in property or a business within the city limits of the City of Kelso, that person may remain on the commission with the consent of the mayor and approval by the council for the balance of the unexpired term.

2.60.040 Powers.

The planning commission shall have all the powers and perform each and all of the duties specified by Chapter 35A.63 RCW, except those powers and duties delegated to the City's Hearings Examiner, together with any duties or authority which may hereafter be conferred upon them by statute or ordinance or as directed by Council action. The performance of such duties and the exercise of such authority shall be subject to each and all of the limitations expressed in such legislative enactment or enactments.

2.60.050 Quorum.

A majority of the <u>planning</u> commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present at any regular or special meeting of the <u>planning</u> commission shall be deemed and taken as the action of the commission.

2.60.060 Position deemed vacant when.

The position of a member shall be forfeited and become vacant for failure to attend three regular consecutive meetings of the <u>planning</u> commission, unless such absence is excused by a majority of the members of the commission.

2.60.070 Rules of procedure.

The <u>planning</u> commission is empowered to adopt its own rules of procedure. Such rules shall comply in all respects to any procedural steps required by state law or by city ordinance.

2.60.080 Reserved.

(Ord. 3404 § 1, 1998; Ord. 2959 § 3, 1984)

2.60.090 Recommendations to council.

All <u>legislative land use decisions under Title 18B</u>, including comprehensive plan updates and <u>amendments and all zoning code text and zoning district amendments</u>, <u>subdivisions of land</u>, all <u>proposed additions</u>, <u>comprehensive plans and amendments thereto</u>, <u>binding site plans</u>, <u>zoning matters</u>, as <u>well as dedications of streets and alleys</u>, <u>offered to the council for acceptance</u> shall first be submitted to the <u>planning</u> commission for its recommendation and report, which report shall be made to the council within any time frame established by statute or ordinance.

2.60.100 Annual reports Reports to council.

The city council may periodically request reports, recommendations, or opinions from the planning commission and the planning commission shall provide such reports, recommendations, and opinions as may be requested. The planning commission, as an advisory body, may report to the city council as they may determine necessary. The community development director, or other staff directed by the city manager, shall also provide periodic reports to the city council on the schedule and activities of the

planning commission as the city council may request. , at or before its first regular meeting in February of each year, shall make a full report in writing to the city council of its transactions and expenditures, if any, for the preceding year, with such general recommendations as to matters covered by its prescribed duties and authority as may to it seem proper.

Chapter 2.60 PLANNING COMMISSION

Sections:

- 2.60.010 Created—Membership.
- 2.60.020 Term limits—Vacancies.
- 2.60.030 Residency requirements.
- 2.60.040 Powers.
- 2.60.050 Quorum.
- 2.60.060 Position deemed vacant when.
- 2.60.070 Rules of procedure.
- 2.60.080 Reserved.
- 2.60.090 Recommendations to council.
- 2.60.100 Annual reports to council.

2.60.010 Created—Membership.

Pursuant to RCW 35A.63.020, there is created a planning agency to be known as the "Kelso planning commission." Said agency shall serve in an advisory capacity to city officials and to the city council. The commission shall consist of seven regular members plus one ex-officio (nonvoting) member who is also a member of the Kelso parks and recreation board.

The seven regular members shall be appointed by the mayor subject to confirmation by the city council; provided, the ex-officio member shall be designated by the Kelso parks and recreation board to serve at the pleasure of said board. (Ord. 3404 § 1, 1998; Ord. 3299 § 1, 1996; Ord. 2959 § 1 (1), 1984)

2.60.020 Term limits—Vacancies.

The terms of the members shall be as follows:

- A. Three members shall be appointed for a term of two years and the term shall expire November 1, 1986, or until their successors are appointed. One such office shall be designated Position No. 1, one Position No. 2 and one Position No. 3. Thereafter, the terms for such positions shall be four years and shall expire on the first day of November of each succeeding four-year period.
- B. Four members shall be appointed for a term of four years and the term shall expire November 1, 1988, or until their successors are appointed. One such office shall be designated Position No. 4, one Position No. 5,

one Position No. 6 and one Position No. 7. Thereafter, the terms for such positions shall be four years and shall expire on the first day of November of each succeeding four-year period.

C. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired term. Members may be removed, after a public hearing, by the appointing official, with the approval of the city council for inefficiency, neglect of duty or malfeasance in office. (Ord. 3493 § 1, 2002; Ord. 3404 § 1, 1998; Ord. 2959 § 1(2), (3), 1984)

2.60.030 Residency requirements.

At least five members of the planning commission shall be residents of the city. Up to two members need not reside in the city, but must reside within the city's urban growth area. In the event a planning commission member is serving who is not a resident of the city, such person shall not be authorized to serve as the planning commission chairman. In the further event that a duly appointed member shall move from within the city to outside the city, that person may remain on the commission with the consent of the mayor and approval by the council for the balance of the unexpired term. (Ord. 3404 § 1, 1998; Ord. 3325 § 1, 1996; Ord. 3187 § 1, 1992; Ord. 2984 § 1, 1985; Ord. 2959 § 1(4), 1984)

2.60.040 Powers.

The planning commission shall have all the powers and perform each and all of the duties specified by Chapter 35A.63 RCW, together with any duties or authority which may hereafter be conferred upon them by statute or ordinance. The performance of such duties and the exercise of such authority shall be subject to each and all of the limitations expressed in such legislative enactment or enactments. (Ord. 3404 § 1, 1998; Ord. 2959 § 2, 1984)

2.60.050 Quorum.

A majority of the commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present at any regular or special meeting of the commission shall be deemed and taken as the action of the commission. (Ord. 3404 § 1, 1998; Ord. 2959 § 5, 1984)

2.60.060 Position deemed vacant when.

The position of a member shall be forfeited and become vacant for failure to attend three regular consecutive meetings of the commission, unless such absence is excused by a majority of the members of the commission. (Ord. 3404 § 1, 1998; Ord. 2984 § 1, 1985; Ord. 2959 § 1(5), 1984)

2.60.070 Rules of procedure.

The commission is empowered to adopt its own rules of procedure. Such rules shall comply in all respects to any procedural steps required by state law or by city ordinance. (Ord. 3404 § 1, 1998; Ord. 2984 § 1, 1985; Ord. 2959 § 1(6), 1984)

2.60.080 Reserved.

(Ord. 3404 § 1, 1998; Ord. 2959 § 3, 1984)

2.60.090 Recommendations to council.

All subdivisions of land, all proposed additions, comprehensive plans and amendments thereto, binding site plans, zoning matters, as well as dedications of streets and alleys, offered to the council for acceptance shall first be submitted to the commission for its recommendation and report, which report shall be made to the council within any time frame established by statute or ordinance. (Ord. 3404 § 1, 1998; Ord. 2959 § 4, 1984)

2.60.100 Annual reports to council.

The planning commission, at or before its first regular meeting in February of each year, shall make a full report in writing to the city council of its transactions and expenditures, if any, for the preceding year, with such general recommendations as to matters covered by its prescribed duties and authority as may to it seem proper. (Ord. 3404 § 1, 1998; Ord. 2959 § 6, 1984)

AGENDA ITEM:	Ordinance 2nd reading.	AGENDA ITEM #	
Budget revision #4	for the 2014 fiscal year.	FOR AGENDA OF: 12/16/2014	
	_	ORIGINATING DEPT: Finance	
	_	DATE SUBMITTED: 12/12/2014	
	_	COST OF ITEM:	
		AMT. BUDGETED	
		CITY ATTY. APPROVAL	
SUBMITTED BY:	Brian Butterfield	CITY MGR. APPROVAL	
AGENDA ITEM PA	PERWORK:		
See attached Ordin	nance.		
SUMMARY STATE	EMENT:		
Revisions include t	he following:		

Solid Waste Fund:

- \$25,000 for payments to Waste Control.

Water Capital Reserve Fund:

- \$300,000 for waterline replacement done during the West Main Realignment project.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO RELATING TO PUBLIC EXPENDITURES AND DECLARING AN EMERGENCY UNDER THE PROVISIONS OF RCW 35A.34.150, FIXING THE AMOUNT OF MONEY REQUIRED TO MEET SUCH EMERGENCIES AND AUTHORIZING THE EXPENDITURE OF MONEY NOT PROVIDED FOR IN THE 2013-2014 BIENNIAL BUDGET OF THE CITY.

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

SECTION 1. That by reason of the inability of the City and its officials to foresee and compute with accuracy the actual revenue and necessary expenditures of public funds for the current expenses of the City, an emergency is hereby declared under the provisions of RCW 35A.34.150, and it is deemed necessary to make the following amendment to the budget by increasing the following line items by the amounts set forth below for the 2014 Budget, to-wit:

SOLID WASTE FUND

Revenues		
402-24-308-00-00	Beginning Fund Balance	\$ 25,000.00
<u>Expenditures</u>		
402-24-537-70-41-0	Professional Services	\$ 25,000.00
	WATER CAPITAL RESERVE FUND	
Revenues	WATER CAPITAL RESERVE FUND	
Revenues 404-17-308-00-00	WATER CAPITAL RESERVE FUND Beginning Fund Balance	\$ 300,000.00
		\$ 300,000.00

SECTION 2. It is hereby ordered that the aforesaid sum be and the same is hereby appropriated in excess of the budget of the City of Kelso for 2014 and further that said budget be and the same is hereby amended accordingly.

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

ADOPTED by the City C	Council and	SIGNED	by the	Mavor	this	dav of
, 2014.			,	.		
		M	AYOR			
ATTEST/AUTHENTICATIO	N:					
CITY CLERK	_					
APPROVED AS TO FORM:						
CITY ATTORNEY	_					
PUBLISHED:						

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:	Agenda Item:
Resolution to adopt the 2015-2020 Capital Improvement Program	Dept. of Origin: Com Dev/Engineering
	For Agenda of: December 16, 2014
PRESENTED BY:	Cost of Item:
Michael Kardas, P.E. Community Development Director/City Engineer	City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Resolution

CIP Summary Spreadsheet

SUMMARY STATEMENT:

The attached 2015 to 2020 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. 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 \$48,801,550 and composed by program as follows:

Water Capital	\$ 9,472,000
Sewer Capital	\$ 5,784,000
Transportation	\$31,175,500
Drainage	\$ 2,285,000
Parks	\$ 85,000

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 2015-2020 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 2015 – 2020.

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 2015 – 2020; 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 2015 – 2020," 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 December 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 second 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
	, 201	4.									
				MA	YOR						
ATTEST/AUTHEN	ГІСАТІ	ON:									
CITY CLERK											
APPROVED AS TO	FORM	:									
CITY ATTORNEY											

Water Projects		T	2015		2016	l	2017		2018	l	2019		2020				
,															Program/Project Total		
Annual Small Dia/AC Replacement	W-1	\$	150,000	\$	150,000	\$	200,000	\$	200,000	\$	250,000	\$	250,000	\$	1,200,000		
Longview Intertie	W-2	\$	350,000											\$	350,000		
Water Infrastructure Mapping	W-3	\$	50,000											\$	50,000		
S. Kelso Drive -Haussler to Carrols Rd Ph.l	W-4			\$	100,000	\$	880,000							\$	980,000		
Minor Road Reservoir Replacement	W-5			\$	500,000	\$	4,300,000							\$	4,800,000		
Alternative Source Analysis	W-6					\$	175,000							\$	175,000		
4th Avenue-Allen to Oak	W-7							\$	85,000					\$	85,000		
N. Kelso-Pacific-Redpath to Dirk	W-8					\$	100,000	\$	438,000					\$	538,000		
Water System Plan Update	W-9							\$	200,000					\$	200,000		
Paxton Supply Line Ph. II	W-10									\$	619,000			\$	619,000		
Grade Supply Line Ph. III	W-11											\$	475,000	\$	475,000		
		\$	550,000	\$	750,000	\$	5,655,000	\$	923,000	\$	869,000	\$	725,000	\$	9,472,000		
Sewer Projects		T	2015		2016	Ī	2017		2018	Ī	2019 2020		2019 2020		2020		
,															Program/Project Total		
Annual Sewer Replacement	S-1	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	2,400,000		
Underground Storage Tank Assessment	S-2	1	,	1	,	\$	25,000	ľ	,	ľ	,	ľ	,	\$	25,000		
Manasco Interceptor Flooding Study	S-3					\$	25,000							Ś	25,000		
Allen Street Pump Station	S-4					Ś	200,000							Ś	200,000		
2nd Avenue Sewer Replacement	S-5	\$	690,000			,								Ś	690,000		
Donation Pump Station	S-6	Ι΄.	,							Ś	250,000	\$	2,194,000	\$	2,444,000		
		\$	1,090,000	\$	400,000	\$	650,000	\$	400,000	\$	650,000	\$	2,594,000	\$	5,784,000		
Transportation		ı	2015		2016	I	2017		2018	I	2019		2020				
Transportation		1	2013		2010		2017		2010		2015		2020		Program/Project Total		
Citywide Pavement Preservation	T-1	\$	470,000	\$	545,000	\$	150,000	\$	400,000	\$	150,000	\$	400,000	\$	2,115,000		
Sidewalk Improvement Program	T-2	ľ	470,000	Ś	50,000	7	150,000	Ś	50,000	Ÿ	130,000	Ś	50,000	\$	150,000		
CHAP Street Overlay Program	T-3	Ś	400,000	\$	400,000	\$	400,000		400,000	\$	400,000	\$	400,000	\$	2,400,000		
Yew Street Reconstruction	T-4	Ś	25,000	\$	1,410,500	7	400,000	Ÿ	400,000	Ÿ	400,000	Ÿ	400,000	¢	1,435,500		
S. Kelso RR Crossing Environmental Permiting	T-5	٦	23,000	Ś	900,000									¢	900,000		
Talley Way Bridge Scour Repair	T-6	Ś	100,000	ې	900,000									ċ	100,000		
W. Main St. Phase 2 Design	T-7	۶	100,000	¢	500,000									ç	500,000		
W. Main St. Phase 2 Besign W. Main St. Phase 2 Right of Way Acquisition	T-8			٠	300,000	Ś	4,500,000							¢	4,500,000		
W. Main St. Phase 2 Construction	T-9					ې	4,300,000	\$	4,000,000					ċ	4,000,000		
Talley Way Corridor & Bridge Design	T-10							٠	4,000,000	\$	2,500,000	ć	12,000,000	\$	14,500,000		
West Main Revitalization Project	T-11	\$	575,000							۶	2,300,000	۶	12,000,000	ċ	575,000		
west Main Revitalization Project	1-11	Ś	1,570,000	ċ	3,805,500	٠	5,050,000	١	4,850,000	١	3,050,000	ċ	12,850,000	\$	31,175,500		
		Ş	1,570,000	Ş	3,803,300	Ş	5,050,000	Ş	4,850,000	Ş	3,030,000	Ş	12,850,000	Ş	31,175,500		
Drainage			2015		2016		2017		2018		2019		2020		- /		
		1_		_	F	_		_		_		_			Program/Project Total		
Annual Drainage Upgrades	D-1	\$	25,000	\$	50,000	\$	50,000	\$	50,000	\$	50,000	\$	75,000	Ş	300,000		
Minor Road Storm Drain Evaluation	D-3	\$	35,000											Ş	35,000		
Minor Road Storm Drain PH 1	D-4			\$	350,000									\$	350,000		
Minor Road Storm Drain PH 2	D-6	1						\$	400,000					\$	400,000		
Chestnut Street PH 2	D-7					\$	400,000							\$	400,000		
Minor Road Storm Drain PH 3	D-8											\$	400,000	\$	400,000		
Chestnut Street PH 3	D-9									\$	400,000			\$	400,000		
		\$	60,000	\$	400,000	\$	450,000	\$	450,000	\$	450,000	\$	475,000	\$	2,285,000		
Parks		T	2015	I	2016	I	2017	Ī	2018	I	2019		2020				
		1					-								Program/Project Total		
Rotary Park Fence	P-1	\$	5,000											\$	5,000		
Tamo Bio Swale Fence	P-2	\$	10,000											\$	10,000		
Exit 39 Welcome Sign	P-3	\$	20,000											\$	20,000		
Exit 36 Welcome Sign	P-4	ľ	20,000	Ś	50,000									\$	50,000		
Exic 33 Welcome sign	1-4	\$	35,000	\$	50,000	-		-		-				\$	85,000		
		~	33,000	Y	30,000									Y	33,000		