Kelso City Council Agenda

Regular Meeting, 6:00 pm June 7, 2016 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

Roll Call to Council Members:

Invocation:

Pastor Mark Schmutz from Abundant Life Nazarene

1. Approve Minutes:

1.1. May 17, 2016 – Regular Meeting

2. Proclamation:

2.1. General Aviation Appreciation Month

3. Presentations:

- 3.1. Stormwater and Low Impact Development Code Update
- 3.2. LED Streetlight Conversion
- 3.3. Police Department Retirement/Promotional

4. Consent Items:

4.1. Contract Award – 2016 Intersection Reconstruction

5. Citizen Business:

6. Council Business:

- 6.1. Contract Renewal Longview Public Library Reciprocal Agreement
- 6.2. Millennium Bulk Terminals Coal Export Facility Draft EIS Comments

Kelso City Council Agenda

Regular Meeting, 6:00 pm June 7, 2016 City Hall, Council Chambers 203 South Pacific Kelso, WA 98626



7. Action/Motion Items:

7.1. Ordinance, 2nd Reading
7.1.1. Budget Amendment

Other Items:

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

Pastor Chris Davis, Abundant Life Nazarene, gave the invocation. Mayor David Futcher led the flag salute. Mayor Futcher called the Regular Meeting of the Kelso City Council to order. Councilmembers in attendance were Todd McDaniel, Rick Roberson, David Futcher, Nancy Malone, and Larry Alexander. Councilmember Jim Hill arrived at 6:05 p.m. and Councilmember Kim Lefebvre was absent.

<u>Minutes:</u> Upon motion by Councilmember Malone, seconded by Councilmember Roberson, 'Approve the Minutes of the 5/3/16 Regular Meeting,' Motion carried, all voting yes. Councilmember Hill was not in attendance at the time of the vote.

PROCLAMATION:

Mayor Futcher read a proclamation declaring May $15^{th} - 21^{st}$, as "National Public Works Week" in the City of Kelso. Public Works Superintendent Randy Johnson accepted the proclamation."

PRESENTATIONS:

<u>911 Communications Center Update:</u> Cowlitz County Communications 911 Center Director Deanna Wells and Maurice Garrott, a retired dispatcher, provided an informative presentation of the demanding role of a 911 dispatcher. She spoke about the upcoming Next Generation 911 program that will enable the public to use their cell phones to send texts and images of a scene to the 911 center.

<u>Finance Department Annual Report:</u> Finance Director/City Clerk Brian Butterfield provided a presentation describing the various responsibilities and reporting duties of the department. He provided an overview of financial highlights for 2015.

CONSENT AGENDA:

- 1. **Contract Award:** AES of Longview West Main Revitalization Project
- 2. Auditing of Accounts: \$ 1,801,518.85

Upon motion by Councilmember Malone, seconded by Councilmember Roberson, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$1,801,518.85.' Councilmembers McDaniel, Roberson, Futcher, Malone, and Alexander voted yes. Councilmember Hill voted no. Motion passed, 5 to 1.

CITIZEN BUSINESS:

<u>Greg Donges</u>, 606 North 23rd Avenue, spoke about speeding cars on his street and neighbors playing loud music. He handed out a map of the neighborhood showing the source of the music and information on the effects of loud and low frequency noise.

<u>Rick Von Rock</u>, 400 North 7th Avenue, spoke about providing the auditing of accounts amount on the agenda.

MOTION ITEMS:

Ordinance No. (1st Reading): The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, '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 2015-2016 BIENNIAL BUDGET OF THE CITY. 'Discussion followed. Motion passed, all voting yes.

Resolution No. 16-1157 – Designation of Financial Institution: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Malone, 'Pass Resolution No. 16-1157, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO SUPERSEDING AND REPLACING RESOLUTION 98-782 DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS DEPOSITORIES FOR FUNDS REQUIRED TO BE KEPT BY THE DIRECTOR OF FINANCE.' Motion passed, all voting yes.

Resolution No. 16-1158 – Employee Handbook/Salary Matrix Update: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Pass Resolution No. 16-1158, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AMENDING RESOLUTION NO. 16-1150 AND ADOPTING CHANGES TO THE SALARY CLASSIFICATION SYSTEM FOR NON-REPRESENTED EMPLOYEES.' Councilmembers McDaniel, Roberson, Futcher, Hill, and Alexander voted yes. Councilmember Malone voted no. Motion passed, 5 to 1.

MANAGER'S REPORT:

Steve Taylor: 1) Spoke about various citizens and clubs that volunteer and donate their time and money to beautify and maintain the parks and neighborhoods in the community.

Senior Engineer Tim Shell: Provided a report on the project schedule for 2016.

COUNCIL REPORTS:

<u>Todd McDaniel:</u> Provided an update on the progress of the City Charter Committee. City Manager Taylor commented that the next City Charter Committee meeting would be next Monday and that their recommendations would be brought to the Council in July.

<u>Rick Roberson:</u> 1) Commented that a thank you goes out to Don Lemmons for providing the concrete planters in front of city hall. 2) Provided an update on the Cowlitz Transit Authority Board.

<u>Jim Hill:</u> 1) Commented that a thank you goes out to the City of Kelso for donating the tools to assist in the South Kelso Cleanup event last Saturday. 2) Commented that Finance Director Brian Butterfield and his staff do an incredible job in the Finance Department. 3) Asked that his fellow councilmembers to consider providing a show of appreciation to the people who served on the City Charter Committee. 4) Commented that the 911 Communications Center deserves a show of appreciation for what they do.

Larry Alexander: No report.

Nancy Malone: No report.

<u>David Futcher:</u> Read aloud the ordinance relating to noise restrictions in the City.

There being no further business, Mayor Futcher adjourned the meeting at 8:04 p.m.

MAYOR	
CITY CLERK	

PROCLAMATION

General Aviation Appreciation Month June 2016

WHEREAS, general aviation and community airports play critical roles in the lives of Washingtonians, as well as the operation of businesses, industry, ranches and farms; and

WHEREAS, Washington State has a significant interest in the continued vitality of general aviation, aerospace, aircraft manufacturing, educational institutions, aviation organizations, and community airports and airport operators; and

WHEREAS, Washington is home to public use airports, including the Southwest Washington Regional Airport in Kelso, serving an average of 18,548 pilots and 9,668 general aviation aircraft annually; and

WHEREAS, general aviation plays a vital role in our region's response to emergencies and natural disasters, and many communities depend on it for the continued flow of commerce and tourists; and

WHEREAS, Washington is home to 43 charter flight companies, 107 repair stations, and 28 school and providing 392 jobs, as well as 44 fix-based operators in the state; and

WHEREAS, organizations including the Washington Airport Management Association, Washington Pilot's Association, Washington Public Ports Association, Recreational Aviation Foundation, Washington Community Airports Association, Alliance for Aviation Across America, Pacific Northwest Business Aviation Association, recognize and promote the interests and importance of Aviation in our state and community;

Now, Therefore, I, David Futcher, Mayor of the City of Kelso, do hereby proclaim the month of June 2016, as

"General Aviation Appreciation Month"

in the City of Kelso, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 7th day of June 2016

David Futcher, Mayor	
Duota Fatcher, Mayor	
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Business of the City Council City of Kelso, Washington

SUBJECT TITLE:	Agenda Item:			
Stormwater and LID Code and Manual Update Presentation	Dept. of Origin:	Engineering		
	For Agenda of:	June 7, 2016		
PRESENTED BY:	Cost of Item: N/A			
Michael Kardas, P.E.Trista Kobluskie - Otak	City Manager: Steve Taylor_			

AGENDA ITEM ATTACHMENTS:

SUMMARY STATEMENT:

The consultant Otak will give a presentation on the City's low impact development (LID) code update.

The City of Kelso is subject to requirements of the National Pollutant Discharge Elimination Systems (NPDES) Western Washington Phase II Municipal Stormwater Permit (permit), issued by Washington Department of Ecology. The current permit requires the City to update its program for controlling runoff from new development, redevelopment, and construction sites. The primary objectives of the update are: 1) to make low impact development (LID) the preferred and commonly used approach to site development and 2) to adopt and enforce standards for stormwater control that are equivalent to Appendix 1 of the permit. The City hired Otak to help revise the City's municipal code and the following are most of the items to be reviewed and revised:

- Title 12 Streets
- Title 15 Building and Construction
- Title 16 Subdivisions
- Title 17 Planning and Zoning
- Title 18 Environment
- Kelso Engineering Design Manual

The process entails intensive municipal staff involvement to achieve the requirements of the permit. Generally, Otak plans, leads, coordinates, participates in, and creates final deliverables for tasks. City staff participates by using their unique knowledge of local land development standards and practices to compare them with LID practices.

The permit-required deadline for updating the City's codes and practices is June 30, 2017.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

No action required. Council may comment or provide guidance on the LID code update process.

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: LED Streetlight Conversion Presentation	Agenda Item:		
LED Streetlight Conversion Presentation	Dept. of Origin: Engineering		
	For Agenda of: June 7, 2016		
PRESENTED BY:	Cost of Item: N/A		
Michael Kardas, P.E.Ameresco, Inc.	City Manager: Steve Taylor		

AGENDA ITEM ATTACHMENTS:

SUMMARY STATEMENT:

The consultant Ameresco, Inc. will give an end-of-project presentation on the conversion of City streetlights to LED. The presentation will show:

- Relevant costs and cost savings
- Grant & utility incentives
- Design including City standards as well as International Dark-Sky Association guidelines
- Schedule of design and construction
- Number and types of fixtures
- Google map of converted streetlights
- Before and after photographs

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

No action required.

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Agenda Item:

Award Contract for:

2016 Intersection Reconstruction **Dept. of Origin:** Community Development/Eng

Project #581607

For Agenda of: June 6, 2016

PRESENTED BY: Cost of Item: \$75,207.00

Michael Kardas, P.E.

Community Development Director / City Engineer City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Bid Tabulation

SUMMARY STATEMENT:

The 2016 Intersection Reconstruction project provides for roadway intersection reconstruction at Miller Drive & Sunrise Street. The major work elements include 445 SY of roadway excavation, 67 tons of crushed rock for repair of the road base, and 325 tons of hot mix asphalt (HMA).

Three bids were received. The low bid submitted for this project is \$75,207.00. After reference checks, Advanced Excavating Specialists, LLC submitted the qualified low bid of \$75,207.00.

FINANCIAL SUMMARY:

This project is funded by monies from operation maintenance and repair fund.

The qualified low bid for this project is \$23,181.00 (45%) over the Engineer's Estimate of \$52,026.00.

RECOMMENDED ACTION:

Staff recommends that the City Council make a motion to award the above-referenced project to the lowest qualified bidder, Advanced Excavating Specialists, LLC, in the amount of \$75,207.00 and authorize the city manager to enter into an agreement.



2016 Intersection Reconstruction Project # 581607 Bid Tabulation May 17th, 2016 - 10:00 am

				Engineer	's Estimate	Nutto	er Corp	Α	ES	Granite Co	onstruction Co
Item	Description	Qty	Unit	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1	Mobilization	1	LS	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
2	Project Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,700.00	\$3,700.00	\$5,000.00	\$5,000.00
3	Flaggers	160	HR	\$55.00	\$8,800.00	\$59.00	\$9,440.00	\$53.00	\$8,480.00	\$60.00	\$9,600.00
4	Crushed Surfacing Top Course	30	TON	\$30.00	\$900.00	\$200.00	\$6,000.00	\$65.00	\$1,950.00	\$35.00	\$1,050.00
5	Crushed Surfacing Base Course	37	TON	\$30.00	\$1,110.00	\$75.00	\$2,775.00	\$61.00	\$2,257.00	\$35.00	\$1,295.00
6	Pavement Repair Excavation Incl. Haul	445	SY	\$10.00	\$4,450.00	\$24.00	\$10,680.00	\$28.00	\$12,460.00	\$40.00	\$17,800.00
7	HMA for Pavement Repair Cl. 1/2" PG 64-22	325	TON	\$90.00	\$29,250.00	\$121.00	\$39,325.00	\$110.00	\$35,750.00	\$140.00	\$45,500.00
8	Adjust Manhole	1	EA	\$320.00	\$320.00	\$750.22	\$750.22	\$950.00	\$950.00	\$400.00	\$400.00
9	Plastic Stop Line	12	LF	\$17.00	\$204.00	\$20.00	\$240.00	\$55.00	\$660.00	\$10.00	\$120.00
10	Paint Line	125	LF	\$1.50	\$187.50	\$6.00	\$750.00	\$6.00	\$750.00	\$4.00	\$500.00
11	Temporary Pavement Marking-Short Duration	140	LF	\$0.75	\$105.00	\$4.00	\$560.00	\$3.00	\$420.00	\$1.00	\$140.00
12	Inlet Protection	2	EA	\$100.00	\$200.00	\$90.00	\$180.00	\$165.00	\$330.00	\$75.00	\$150.00
	Contract Amount			·	\$52,026.50		\$80,700.22		\$75,207.00		\$89,055.00

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:	Agenda Item:
Interlocal Services Agreement between	Dept. of Origin: Library
The City of Longview and the City of Kelso to	
continue a pilot project for reciprocal library	For Agenda of: June 7, 2016
borrowing.	
	Cost of Item:
PRESENTED BY:	

City Manager: Steve Taylor_

Cindy Donaldson Library Manager/Children & Young Adult Services

Coordinator

AGENDA ITEM ATTACHMENTS:

Interlocal Services Agreement

SUMMARY STATEMENT:

This agreement would allow the Longview and Kelso libraries to continue the reciprocal borrowing process that would provide for their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services) for another three years beginning July 1, 2016 and expiring on June 30, 2019. In an era of limited resources we have been able help provide materials to patrons that the Kelso Library does not own without having to incur the cost of purchasing them. Longview and Kelso libraries are hoping in the future to work harder in our purchasing efforts to not duplicate some titles if they are being purchased by the other library saving our libraries even more money. The old system of interlibrary loan was time consuming for staff and this new way of each person having their own card and taking on the burden of picking up materials and returning them saves staff countless hours of currying the materials back and forth to each library. Our count of cards at the end of this pilot project were 310 Longview patrons with Kelso library cards, and 382 Kelso patrons with Longview library cards. Staff from both libraries is pleased with this one year outcome and are hoping that we can make this program permanent if we have no issues after the three year extension. We have partnered with Longview in many ways over the years including our joint integrated library system (the software and database that is both our catalog, patron database, and checkout systems) and the countywide summer reading and adult winter reading programs.

FINANCIAL SUMMARY:

None

RECOMMENDED ACTION:

Staff recommends Council grant the City Manager authority to enter into this agreement with the City of Longview.

INTERLOCAL SERVICES AGREEMENT BETWEEN

THE CITY OF LONGVIEW AND THE CITY OF KELSO TO ESTABLISH A PILOT PROJECT FOR RECIPROCAL LIBRARY BORROWING

This interlocal agreement is made this	day of	, 2016 between the City
of Longview hereinafter referred to as Lo	ongview, and the Cit	y of Kelso, hereinafter
referred to as Kelso.		

Whereas, the City of Longview maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of Longview; and

Whereas, the City of Kelso maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of Kelso; and

Whereas, the Longview City Council and the board of trustees of the Longview Public Library (hereinafter referred to as LPL) and Kelso City Council and the board of trustees of the Kelso Public Library (hereinafter referred to as KPL) find that it is in the best interests of their respective libraries to explore the creation of a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

- **1. Purpose.** The purpose of this agreement is to facilitate the use of neighboring libraries by our Resident Cardholders. No separate entity or board is created by this agreement.
- **2. Term.** This agreement shall commence on July 1, 2016 and expire on June 30, 2019. After this time, the Reciprocal Borrowing Pilot Project will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal agreement, to be approved before the termination of the agreement in order to ensure continuity of service.
- **3. Definitions.** For the purposes of this agreement a "Resident Cardholder" shall refer to a library cardholder who resides within the city limits of the City of Longview or the City of Kelso, as well as those entitled by the library policies of each library to resident library cards, including but not limited to City property and business owners, and residents of the Cowlitz County Partial-County Rural Library District. "Owning Library" refers to the library that owns the item to be checked out.

- **4. Specific Provisions.** The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:
 - (a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:
 - 1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
 - 2. Library Materials must be returned to the Owning Library; if the library materials owned by one library are returned to the other library, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.
 - (b.) A cardholder of LPL shall be entitled to all of the privileges of a Resident Cardholder of KPL; likewise, a cardholder of KPL shall be entitled to all privileges of a Resident Cardholder of LPL.
 - (c.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.
- **5. Review and Administration.** The Directors/Managers of both libraries shall be the administrators of this Agreement and will review the effectiveness of this Agreement quarterly and will submit a report to their governance bodies three months before the end of the project, so that there is time to extend or renew the Agreement before the end date.
- **6. Financing.** Each party will bear its own cost of performing under this Agreement.
- **7. Termination.** The Agreement may be terminated by either party upon 90 days' written notice to the other party.
- **8. Notices.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Longview Public Library
Attn: Library Director
1600 Louisiana St.
Longview, WA 98632

To the Kelso Public Library
Attn: Library Manager
351 Three Rivers Drive
Kelso, WA 98632

9. Amendment. This agreement may be modified only by further agreement in writing as mutually agreed to by both parties.

- 10. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties of through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement of breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- 11. Applicable Law-Venue. This Agreement hall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Cowlitz County, Washington.
- **12. Waiver.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby.
- **13. Concurrent Originals.** This Agreement may be executed in two or more counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **14. Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.
- **15. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
- **16. Entire Agreement.** This Agreement constitutes the entire understanding of the parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Dated this day of, 2016.	Dated thisday of
CITY OF LONGVIEW, WASHINGTON	CITY OF KELSO, WASHINGTON
By:City Manager	By:City Manager
Attest:	Attest:
City Clerk	City Clerk
Approved as to form:	
Longview City Attorney	
Approved as to form:	
Kelso City Attorney	

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Millennium Bulk Terminals

Coal Export Facility – Draft EIS Comments

Agenda Item:

Dept. of Origin: City Council

For Agenda of: June 7, 2016

Originator: Steve Taylor___

City Attorney: Janean Parker

PRESENTED BY:

Steve Taylor, City Manager

-

City Manager: Steve Taylor

Agenda Item Attachments:

Link to Draft EIS Millenium Bulk Terminals Coal Export Facility http://www.millenniumbulkeiswa.gov/sepa-draft-eis.html

Link to summary of Draft EIS (58 pgs) http://www.millenniumbulkeiswa.gov/assets/00_mbtl_sepa_deis_ch00_summary_web.pdf

SUMMARY STATEMENT:

Millennium Bulk Terminals – Longview, LLC is proposing to construct and operate a coal export terminal on a 190-acre site along the Columbia River.

The proposed coal export terminal would receive coal from the Powder River Basin in Montana and Wyoming and Uinta Basin in Utah and Colorado via rail shipment. At the terminal, coal would be loaded and transported by ocean-going vessels via the Columbia River and Pacific Ocean to overseas markets in Asia. The coal export terminal would receive, stockpile, blend, and load coal by conveyor onto vessels in the Columbia River for export.

This Draft EIS was prepared for the proposed action as required by Washington State Environmental Policy Act (SEPA) (Chapter 43.21C of the Revised Code of Washington [RCW]), the SEPA Rules (Chapter 197-11 of the Washington Administrative Code [WAC]), and Cowlitz County Code (Chapter 19.11). The proposed action requires SEPA review because it would require permits from Cowlitz County.

SEPA requires state and local agencies in Washington State to identify and consider the environmental impacts that could result from governmental decisions including issuing permits for private projects such as this. SEPA rules require an EIS if a proposed project is likely to result in significant adverse environmental impacts. The purpose of an EIS is to provide the public and

agencies with information about the effects of a proposed project and inform local and state agency permitting decisions. An EIS is not a decision to approve or deny a proposal.

The co-lead agencies responsible for this EIS under SEPA are Cowlitz County and Ecology. The co-lead agencies and their consultant have completed work on this Draft EIS and have now released it for comments from agencies, tribes, organizations, members of the public, and the Applicant.

Comments are due by June 13, 2016 by mail to:

Millennium Bulk Terminals – Longview SEPA EIS c/o ICF International 710 Second Avenue, Suite 550 Seattle, WA 98104

The applicant's project objectives are to enable western U.S. coal to compete in the Pacific international coal supply market, diversify Washington State's trade-based economy, and reduce local unemployment.

The Kelso City Council has been asked by the Cowlitz Economic Development Council (of which the City is a member) to provide official comments on the Draft EIS that focus on the economic impact the project would have on Kelso and a request to move forward with issuance of the Final EIS. The City previously provided similar comments to the Draft EIS for the Northwest Innovation Works Methanol Production Facility at the Port of Kalama. Staff will provide a letter for Council's review at the June 7th meeting.

OPTIONS:

- 1) Direct staff to provide comments in support of the Proposed Action for the Millennium Bulk Terminals Coal Export Facility contained within the Draft EIS.
- 2) Direct staff to provide comments supporting the No-Action Alternative contained within the Draft EIS.
- 3) Provide no comments on the Draft EIS at this time.

RECOMMENDED ACTION:

Staff has determined that the proposed project will have neglible direct environmental or infrastructure impacts within the City that would necessitate administrative comments. Provision of comments on this project is a legislative decision, therefore, staff provides no recommendation on this item.

AGENDA ITEM: Ordinance 2nd reading.	AGENDA ITEM #
Budget revision #2 for the 2016 fiscal	FOR AGENDA OF: 6/7/2016
year.	ORIGINATING DEPT: Finance
	DATE SUBMITTED: 6/3/2016
	COST OF ITEM:
	AMT. BUDGETED
	CITY ATTY. APPROVAL
SUBMITTED BY: Brian Butterfield	CITY MGR. APPROVAL

SUMMARY STATEMENT

The major highlights of this revised budget include anticipated bond revenues for the reconstruction of Yew Street and repairs to Minor Road. In addition, this revision allocates extra monies to the West Main Revitalization project, new salary classifications and building improvements in city hall.

Revisions include the following:

General Fund:

- \$220,467 transfer to the Debt Service Fund for debt service in 2016 on the 2016 G.O. Bond. Debt service will be funded by reserves for 2016 only.
- \$61,400 appropriations for new salary classifications/positions in various departments.
- \$60,000 for the relocation of the city's data processing server room from downstairs to upstairs.

Arterial Street Fund

- -\$1,600,000 for the reconstruction of Yew Street.
- -\$250,000 for Minor Road repairs. The majority of this project will be completed in 2017.
- -\$185,000 increase for the West Main Revitalization project.
- -\$52,150 to pay the costs of issuing G.O. Bonds.

Library Fund*

-\$44,500 to salary and benefits for 1 FTE approved in 2015.

Debt Service Fund

-\$220,467 to pay principal and interest on the 2016 G.O. Bond.

Water Capital Fund:

-\$35,000 for miscellaneous waterline repairs on the West Main Project.

Sewer Capital Fund:

-\$35,000 for miscellaneous sewerline repairs on the West Main Project.

^{*}Amendment not included in first reading.

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 2015-2016 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, 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 2016 Budget, to-wit:

GENERAL FUND

Revenues		
001-00-308-00-00	Beginning Fund Balance	\$ 341,867.00
Expenditures		
001-04-514-10-10-0	Accounting Manager Salary	\$ 36,000.00
001-04-514-10-12-0	Part-time Salaries	10,400.00
001-04-514-10-20-0	Accounting Manager Benefits	17,000.00
001-04-514-10-20-0	Part-time Benefits	1,500.00
001-12-546-50-10-0	Airport Manager Salary	20,000.00

001-13-558-60-10-0	City Planner Salary	10,000.00
001-13-558-60-20-0	City Planner Benefits	8,000.00
001-13-559-10-10-0	Nuisance Abatement Salaries	(35,000.00)
001-13-559-10-20-0	Nuisance Abatement Benefits	(6,500.00)
001-09-594-19-64-2	Server Relocation	60,000.00
001-09-597-00-00-2	Transfer to Debt Service Fund	220,467.00
		\$ 341,867.00

ARTERIAL STREET FUND

Revenues		
102-18-337-00-00	Rural County Funds	\$ 185,000.00
102-18-391-10-00	G.O. Bond Proceeds	3,200,000.00
102-18-392-00-00	G.O. Bond Premium	355,067.00
		\$ 3,740,067.00
Expenditures		
102-18-508-00-00-0	Ending Fund Balance	\$ 1,652,917.00
102-18-592-95-00-0	Debt Issue Costs	52,150.00
102-18-595-06-00-2	Yew Street Reconstruction	1,600,000.00
102-18-595-14-00-3	West Main Revitalization	185,000.00
102-18-595-16-00-2	Minor Road Repair	250,000.00
		\$ 3,740,067.00

LIBRARY FUND

Revenues

103-19-313-10-00	Sales Tax	\$	44,500.00	
Expenditures				
103-19-572-10-10-1	Salaries	\$	31,000.00	
103-19-572-10-20-1	Benefits		13,500.00	
		\$	44,500.00	
	DEBT SERVICE FUND			
Revenues				
206-46-397-00-00	Transfer From General Fund	\$	220,467.00	
Expenditures				
206-46-591-19-71-0	Principal Payment on G.O. Bond	\$	165,000.00	
206-46-592-19-83-0	Interest Payment on G.O. Bond		55,467.00	
		\$	220,467.00	
WATER CAPITAL FUND				
Revenues				
404-17-308-00-00	Beginning Fund Balance	\$	35,000.00	
Expenditures				
404-17-594-16-00-2	West Main Revitalization Project	\$	35,000.00	
SEWER CAPITAL FUND				
Revenues				
408-28-308-00-00	Beginning Fund Balance	\$	35,000.00	
Expenditures				
408-28-594-16-00-2	West Main Revitalization Project	\$	35,000.00	

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 2016 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 Council and SIGN	IED by the Mayor this	day of June 2016.
	MAYOR	
ATTEST/AUTHENTICATION:		
CITY CLERK		
APPROVED AS TO FORM:		
CITY ATTORNEY		
PUBLISHED:		