

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
July 21, 2015  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



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

## **Invocation:**

Pastor Chris Davis, Abundant Life Nazarene Church

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

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

1.1. July 7, 2015 – Regular Meeting

### **2. Presentations:**

2.1. 2015 Legislative Session Review

2.2. Open Budget Kelso

2.3. End of Year Finance Report

### **3. Consent Items:**

3.1. Auditing of Accounts

### **4. Citizen Business:**

### **5. Council Business:**

5.1. Agreement Amendment No. 2 – Administrative Services, SW Washington Regional  
Airport Authority

5.2. Workshop – Nuisance Abatement Code Amendment

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

# Kelso City Council Agenda

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203 South Pacific  
Kelso, WA 98626



## **Other Items:**

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

Pastor Vonda McFadden, Kelso United Methodist Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor Futcher. Councilmembers in attendance were David Futcher, Jared Franklin, Gary Schimmel, Dan Myers, Todd McDaniel, Rick Roberson, and Gary Archer.

**Minutes:** Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Approve the Minutes of the 6/16/15 Regular Meeting,' motion carried, all voting yes.

**PRESENTATION:**

**West Main Streetscape Revitalization Project:** Otak Consultant Tim Kraft provided an illustration of the proposed streetscape design. Discussion followed.

**Dick Peters,** 512 West Main, spoke about the design showing parking on only one side of the street.

**CITIZEN BUSINESS:**

**Greg Donges,** 606 North 23<sup>rd</sup> Avenue, spoke about restrictions relating to signage and home based auto repair work in residential zones. He spoke about chairs and phonebooks in the library, and about sewer bills.

**Argie Martin,** 2511 Sunrise Street, spoke about vehicles speeding on Allen Street.

**COUNCIL BUSINESS:**

**West Kelso Subarea Plan Consultant Services:** Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Contract with BERK, Consulting.' Motion passed, all voting yes. BERK Project Manager Jeff Arango spoke about their public engagement plan for the project.

**2015 Talley Way Overlay Project Contract:** Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, 'Approve the Contract with Lakeside Industries.' Motion passed, all voting yes.

**NW 2nd Avenue Water & Sewer Improvements Contract:** Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Contract with Nutter Corporation.' Motion passed, all voting yes.

**West Main Street Revitalization Project –Interlocal Agreement, Rural County Public Facility Funds:** Upon motion by Councilmember McDaniel, seconded by

Councilmember Archer, 'Approve the Interlocal Agreement with Cowlitz County.'  
Motion passed, all voting yes.

**WALK-ON ITEM:**

**Community Economic Revitalization Board (CERB) Grant Agreement:** Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Authorize the City Manager's signature on the Agreement.' City Manager Taylor commented that that the funding will go toward the Anchor Point Industrial Park Master Plan and Feasibility Study. Motion passed, all voting yes.

**MOTION ITEMS:**

**Resolution No. 15-1137 – Shoreline Master Plan Adoption:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Archer, seconded by Councilmember McDaniel, 'Pass Resolution No. 15-1137, 'A RESOLUTION OF THE CITY COUNCIL OF KELSO WASHINGTON EXPRESSING THE INTENT TO ADOPT AN UPDATE OF THE CITY'S SHORELINE MASTER PROGRAM AND AUTHORIZING THE SUBMITTAL OF THE PROPOSED SHORELINE MASTER PROGRAM TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR FINAL APPROVAL.' Motion passed, all voting yes.

**MANAGER'S REPORT:**

**Steve Taylor:** 1) Announced that there will be a presentation regarding the 2015 Legislative Session provided by Gordon Thomas Honeywell Governmental Affairs at the July 21 Regular Council Meeting. 2) He briefed the Council on the results of the funding requests submitted to the state legislature. Community Development Director/City Engineer Mike Kardas provided an update on the Hazel St. Railroad Crossing Project and the Minor Road Reservoir Project. 3) Provided an update on the Inovus Local Solar Project. 4) Briefed the Council regarding the city policy for concessions in the parks. He commented that staff recommends not expanding the program at this time. Discussion followed. With Council consensus, the request to expand the program will be brought to the Park Board for their consideration. 5) Reported that United Way submitted a request for a donation of office space. Council's consensus was not to donate office space. 6) Provided an update on the case with Love Overwhelming.

**COUNCIL REPORTS:**

**Jared Franklin:** No report.

**Gary Archer:** No report.

**Dan Myers:** No report.

**Todd McDaniel:** No report.

**Gary Schimmel:** Reported on the 2015 Annual Association of Washington Cities Conference.

**Rick Roberson:** Reported on the meeting between the South Kelso Neighborhood Association and the National Alliance on Mental Illness.

**David Futcher:** No report.

There being no further business, Mayor Futcher adjourned the meeting at 7:00 p.m.

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**MAYOR**

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**CITY CLERK**

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** 2015 State Legislative  
Session Review

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

**Dept. of Origin:** City Manager's Office

**For Agenda of:** July 21, 2015

**PRESENTED BY:**

Alex Soldano, Gordon Thomas Honeywell  
Government Affairs

**Originator:** Steve Taylor

**City Attorney:** **Janean Parker**

**City Manager:** **Steve Taylor**

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**Agenda Item Attachments:**

**SUMMARY STATEMENT:**

Alex Soldano from Gordon Thomas Honeywell Government Affairs will present the Council with a review of the 2015 Washington State Legislative Session focusing on those items and issues relevant to the City of Kelso.

**RECOMMENDED ACTION:**

None

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** Launch of *Open Budget Kelso* application

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

**Dept. of Origin:** City Manager's Office

**For Agenda of:** July 21, 2015

**PRESENTED BY:**

Ankur Sharma & Ben Varon, Socrata Inc.

**Originator:** Steve Taylor

**City Attorney:** **Janean Parker**

**City Manager:** **Steve Taylor**

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### **Agenda Item Attachments:**

#### **SUMMARY STATEMENT:**

Representatives from Socrata Inc. will present the newly-launched open data application, *Open Budget Kelso*, to the City Council and walk through the various features of the innovative tool that incorporates revenue, expenditure and capital budget data from the City's accounting system for public access and review.

The application will be launched on Monday, July 20<sup>th</sup> and can be viewed directly at <http://budget.kelso.gov> or accessed through the City's website.

#### **RECOMMENDED ACTION:**

None

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

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**SUBJECT TITLE: Second Addendum to  
SW WA Regional Airport Administrative  
Services Agreement**

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

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

**For Agenda of:** \_\_\_\_\_ July 21, 2015 \_\_\_\_\_

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

**PRESENTED BY:**

Steve Taylor

**City Attorney: Janean Parker**

**City Manager: Steve Taylor**

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**Agenda Item Attachments:**

Administrative Services Agreement (redlined) between Kelso and SW WA Regional Airport Board  
Second Addendum to Admin Services Agreement

**Summary Statement:**

The City has been providing financial and administrative services to the SW Washington Regional Airport Board since the transition to the new governing entity in 2012. The agreement was first amended in April 2013 pertaining to reimbursable charges. An amendment to the agreement's termination provisions is now proposed to provide clarity and flexibility to the current administrative arrangement in the event the Airport is governed or managed by another agency in the future. The Port of Longview has been evaluating the feasibility of assuming the ownership and management of the Airport over the past year, and a decision is expected in the coming months.

**RECOMMENDED ACTION:**

Move to approve the Second Addendum to the Administrative Services Agreement between the City of Kelso and the SW Washington Regional Airport Board and authorize the City Manager's signature.



## ADMINISTRATIVE SERVICES AGREEMENT

This Agreement (“Agreement”) is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. 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 required by state law and by separate interlocal agreement to keep full and accurate financial records and accounts as required by law, and to prepare and submit annual financial reports and maintain accurate accounting and administrative records; 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 establish a claims procedure for debts and obligations, to acquire and improve property, to execute contracts and agreements, to collect rents, fees, and charges, and to maintain adequate insurance; and

WHEREAS, the City has maintained such financial, and payroll records for the Airport in the past and has the requisite skill and experience to perform such financial and payroll services as required by the Board;

WHEREAS, pursuant to separate interlocal agreement, the Kelso Treasurer is designated as the treasurer of the Board and the City maintains ownership of the property and remains the sponsor for purposes FAA grant funded activities

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:

1. CITY RESPONSIBILITIES.

The City agrees to provide the following services to the Board:

- a. Monthly processing and preparation of Airport bills for payment, upon the timely receipt of properly completed and authorized orders of payment from the Airport;
- b. Monthly processing and preparation of Airport payroll and benefit payments, upon timely receipt of properly completed and authorized time sheets and personnel action forms from the Airport;
- c. Maintenance of appropriate accounting records and computer files to the level currently provided by the City;

- d. Preparation of prescribed periodic accounting reports and annual reports;
- e. Investment of excess Airport funds and crediting investment income to the Airport fund in accordance with state law.
- f. The City shall establish a separate City fund within the City budget for purposes of maintaining the Airport budget
- g. Upon authorization from the Kelso City Council and the Board, the City shall, as needed from time to time, authorize interfund short term loan transfers to the Airport fund for the purpose of grant reimbursable expenses.
- h. The City may be reimbursed from the Airport fund for its actual costs expended on behalf of the Airport for Airport related charges. By way of example, such charges include proportional insurance premiums for Airport personal property insured under the City's policy. The charges do not include costs incidental to the performance of the administrative services provided by the City. The City shall submit an itemization of such charges to the Airport prior to seeking reimbursement. Additionally, the City shall prepare and submit to the Airport an estimate of such reimbursable charges prior to each budget cycle for Airport consideration in its budget.

2. BOARD RESPONSIBILITIES.

The Board agrees to the following conditions:

- a. The Board agrees to meet and abide by all deadlines established by the City for the efficient and timely processing required of the City under this Agreement and that such paperwork shall be accurate upon its submission.
- b. The Board agrees to adopt such internal financial and personnel policies and procedures as are consistent with the City's existing financial and personnel practices to facilitate efficiency of processing, including the City's biennial budget process.
- c. The Board agrees to indemnify and hold harmless the City from any actions taken against the Airport caused by erroneous or incomplete data submitted to the City for processing.
- d. The Board shall reimburse the City for the City's actual costs expended on behalf of the Airport for Airport related charges as set forth in paragraph 1(h).

3. TERM.

The Term of this Agreement shall commence on January 1, 2013 and shall continue until December 31, 2013. The term shall automatically be extended for additional one (1) year periods unless terminated by either Party in accordance with paragraph 4.

4. TERMINATION.

This Agreement may be terminated at the conclusion of any Term, with or without cause by either Party, by giving one hundred and eighty (180) days written notice to the other Party, provided that in the event the operation and management of the airport and of the

Board are assigned or transferred to another municipal entity this Agreement may be terminated by the Board by giving thirty (30) days written notice to the City.

5. COMPENSATION.

In consideration of the City performing the Services, the Board agrees to pay a flat annual rate of \$30,000 based upon estimated hours and expenses, payable in bi-annual installments on July 1<sup>st</sup> and November 1<sup>st</sup> of each year.

6. 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.

7. 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.

8. GENERAL PROVISIONS.

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

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

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

8.4. Assignment. 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.

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

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

8.7. No Waiver. 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.

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

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

8.10 Authority. 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.

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

8.12 Counterparts. 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 _____	Southwest Washington Regional Airport Board
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	By: _____
Address: _____ _____	Printed Name: _____
Date: _____	By: _____
	Printed Name: _____
Approved as to form: _____	
City Attorney	By: _____
	Printed Name: _____
	By: _____
	Printed Name: _____

	Address: _____ _____
	Date: _____
	Approved as to form: _____ General Legal Counsel for Board

SECOND ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT  
SOUTHWEST WASHINGTON REGIONAL AIRPORT BOARD

THIS Second Addendum is hereby made to the Agreement made and entered into on December 26<sup>th</sup>, 2012, by and between the City of Kelso, a municipal corporation of the State of Washington, (“City”), and the Southwest Washington Regional Airport Board, a joint operating board pursuant to RCW 14.08.200 (“Board”), is to amend the agreement as follows:

Paragraph 4 of the Agreement, TERMINATION, is hereby amended as follows:

**Section 4. Termination**

This Agreement may be terminated at the conclusion of any Term, with or without cause by either Party, by giving one hundred and eighty (180) days written notice to the other Party, provided that in the event the operation and management of the airport and of the Board are assigned or transferred to another municipal entity this Agreement may be terminated by the Board by giving thirty (30) days written notice to the City.

All other terms and conditions of the Agreement dated December 26<sup>th</sup>, 2012 and as subsequently amended, shall remain in full effect.

EFFECTIVE DATE OF THIS SECOND ADDENDUM: The \_\_\_ day of \_\_\_\_\_, 2015.

City of _____	Southwest Washington Regional Airport Board
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	By: _____
Address: _____ _____	Printed Name: _____
Date: _____	By: _____
	Printed Name: _____
Approved as to form: _____	
City Attorney	By: _____
	Printed Name: _____

	By: _____
	Printed Name: _____
	Address: _____ _____
	Date: _____
	Approved as to form: _____ General Legal Counsel for Board

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** Nuisance Abatement Code  
Amendment Workshop

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

**Dept. of Origin:** Community Development \_\_\_\_\_

**For Agenda of:** July 21, 2015

**PRESENTED BY:**

Steve Taylor

**Originator:** Steve Taylor

**City Attorney:** **Janean Parker**

**City Manager:** **Steve Taylor**

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**Agenda Item Attachments:**

Nuisance Abatement Program Update Presentation

**SUMMARY STATEMENT:**

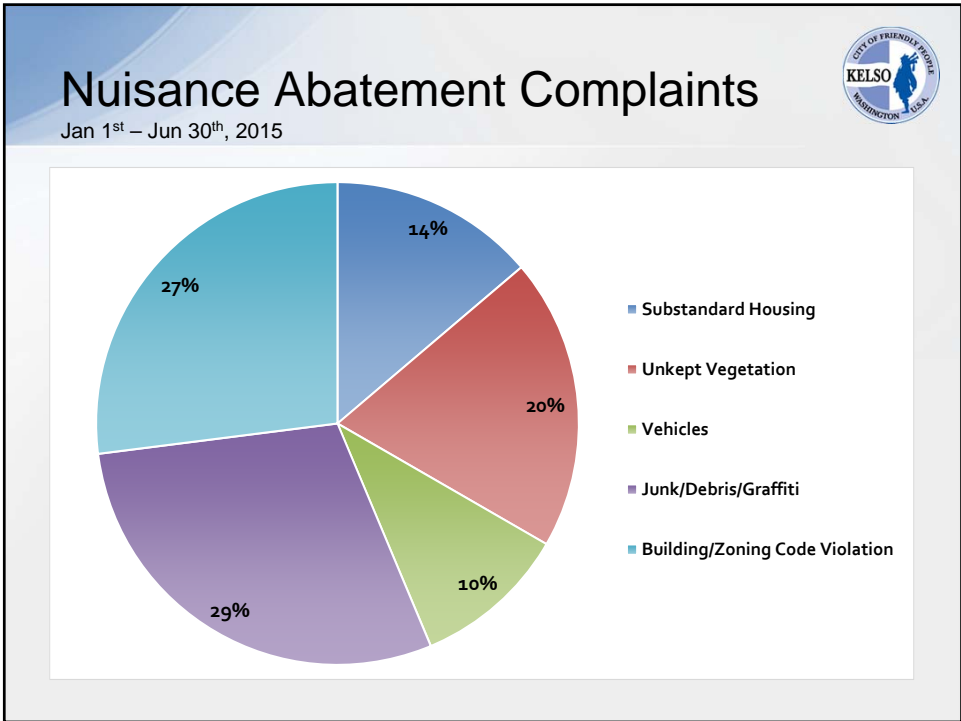


Staff has been working to update the City's nuisance abatement program for several months. The City Manager will provide a presentation outlining the proposed changes that will be brought forward for Council review at the August 18 meeting. Staff hopes to receive feedback and guidance from Council prior to bringing forward an ordinance and proposed language.

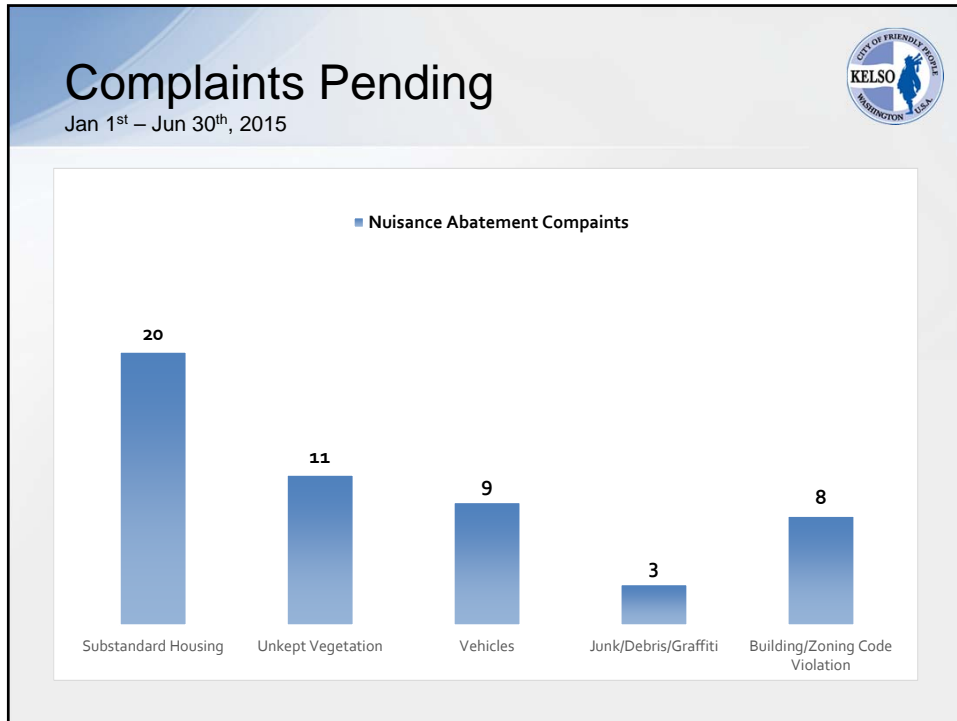
**RECOMMENDED ACTION:**



# City of Kelso

## Nuisance Abatement Program Update July 21, 2015





## Proposed KMC Changes

- Create new KMC Chapter 1.50-Code Enforcement
- Create new KMC Chapter 15.04-Property Maintenance Code
- Simplify existing Chapter 8.24- Nuisance Abatement
- Will likely have an effect on enforcement procedures and other elements of additional chapters.



## New KMC Chapter 1.50

- Code Enforcement
  - Establishes enforcement process for violations of specified chapters of KMC, including nuisance abatement
  - Creates Voluntary Compliance Agreement
  - Institutes Civil Penalties



## Enforcement Process

- Warning
  - A warning notice represents a determination that a code violation has occurred and that the noticed party is a person responsible for a code violation and may be subject to penalties.
- Notice and order/Stop Work order
  - A notice and order represents a determination that a violation has occurred
  - A stop work order represents a determination that a code violation has or is occurring, and that any work or activity that caused the violation on the property must cease
- Violation of either order may result in civil or criminal penalties.
- Any person issued or named in a notice and order or stop work order may file an appeal of the order
  - Appeals will be decided by the hearing examiner



## Voluntary Compliance Agreement

- A voluntary compliance agreement (VCA) is a written, signed commitment by the person responsible for a code violation in which such person agrees:
  - The described violation exists and constitutes code violation;
  - To abate the violation, remediate the site, mitigate the impacts of the violation and/or remedy the violation to achieve compliance;
  - To waive the right to administratively appeal;
  - Authorize the City to enter onto the subject property to correct the violation in the event of a default of the VCA compliance agreement
- A VCA may be entered into at any time before an appeal is decided.



## Voluntary Compliance Agreement

- Voluntary Compliance Agreements will include a plan and time line for mitigation.
  - Extensions and modifications may be granted by the department director.
- Failure to meet the terms of the VCA may result in the City taking whatever reasonable steps are necessary to gain compliance including:
  - entering onto the property and abating the violation without seeking a judicial abatement order;
  - assessing a civil penalty plus all costs incurred by the city to pursue compliance;
  - any other legal remedy authorized by law



## Civil Penalties

- After issuing a warning notice, if compliance is not achieved, the City may issue a notice and order or a stop work order.
- In addition to any other judicial or administrative remedy, the city may assess civil penalties for the violation of any notice and order or stop work order.
- Civil penalties are be established in as assessment schedule and begin at \$500
- Criteria for waiving civil penalties



## New KMC Chapter 15.04

- Property Maintenance Code
  - Adopts the 2012 International Property Maintenance Code (IPMC)
    - Currently adopted under 15.03.140
  - Includes significant amendments to fit the Kelso context
  - Provides an industry standard for what constitutes a nuisance
  - Similar model is used by Longview and Spokane Valley



## Simplified Chapter 8.24

- Includes standard nuisance abatement language but refers enforcement process to Chapter 1.5 and description of nuisances to IPMC or IPMC amendments in Chapter 15.04



## NICER Program

- Neighborhood Improvement & Community/Economic Revitalization (NICER) Program.
- Two of the four projects are nuisance abatement related

## Neighborhood Nuisance Abatement Enhancement



- Provide additional nuisance abatement staffing within specific boundaries of city (CDBG-required)
  - West Kelso
  - North Kelso
  - South Kelso
- Swiftly identify and mitigate code violations
- Overhaul of nuisance abatement code (aligning closely with Longview's process)
- Employ new technology to increase efficiency in delivering notices and case follow-up

## Condemned Structure Abatement Program



- Improve neighborhoods through removal of uninhabitable structures, and facilitating development of new housing and public open space
- Focus on irreparable, condemned housing
- Receive donation of property where applicable, abate nuisance, and prepare lots for sale
- Options: sell lots to private or non-profit entities; use for public open space; give lots to low-income housing providers
- Give priority to recouping costs of abatement



## Next Steps

- Receive feedback and guidance from Council – July 21
- Incorporate feedback into language and bring forward draft code language and an ordinance for first reading – August 18
- Second reading of ordinance – September 1
- Staff training and implementation by end of September.

## Questions?

