

Kelso City Council Agenda

Regular Meeting, 6:00 pm
August 16, 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 Russ Jorgenson from Kelso Assembly of God

1. Approve Minutes:

1.1. August 2, 2016 – Regular Meeting

2. Proclamation:

2.1. 19th District Legislative Delegation

3. Presentation:

3.1. Kelso Police Department Sergeants
3.2. Southwest Washington Regional Airport Update

4. Consent Item:

4.1. Contract Closeout – 2016 Intersection Reconstruction Project
4.2. Contract Closeout – Citywide LED Streetlight Conversion Project
4.3. Auditing of Accounts

5. Citizen Business:

Kelso City Council Agenda

Regular Meeting, 6:00 pm
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Kelso, WA 98626



6. Council Business:

- 6.1. Agreement – Purchase Agreement, Davis Terrace Water Association
- 6.2. Contract Award – 12th Ave North Sewer Replacement Project
- 6.3. Discussion – Washington State Business Licensing Service

7. Action/Motion Items:

- 7.1. Ordinance, 1st Reading
 - 7.1.1. 2015 Building Code Adoption updating KMC 15.03, Construction Administrative Code and KMC 15.04 Property Maintenance Code

Other Items:

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

Pastor Marv Kasemeier from New Song Worship Center gave the invocation. Deputy Mayor Rick Roberson led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Deputy Mayor Roberson. Councilmembers in attendance were Larry Alexander, Jim Hill, Todd McDaniel, Rick Roberson, and Nancy Malone. Councilmembers Fitcher and Lefebvre were absent.

Minutes: Upon motion by Councilmember Alexander, seconded by Councilmember Hill, 'Approve the Minutes of the 7/19/16 Regular Meeting,' motion carried, all voting yes.

PROCLAMATION:

Deputy Mayor Roberson read a proclamation declaring August 2, 2016, as “**National Night Out**” in the City of Kelso. Kelso Police Chief Andrew Hamilton accepted the proclamation.

CONSENT AGENDA: None

CITIZEN BUSINESS: None

COUNCIL BUSINESS: None

MOTION ITEMS:

Ordinance No. 16-3876 – Amending KMC 13.04.160, Water Service Outside City Limits: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Malone, 'Adopt Ordinance No. 16-3876, 'AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING THE KELSO MUNICIPAL CODE SECTION 13.04.160 RELATING TO WATER SERVICE OUTSIDE CORPORATE CITY LIMITS,' motion carried, all voting yes.

MANAGER’S REPORT: None

COUNCIL REPORTS: None

There being no further business, Deputy Mayor Roberson adjourned the meeting at 6:08 p.m.

DEPUTY MAYOR

DEPUTY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

**SUBJECT TITLE: 19TH Legislative District
Delegation Proclamation**

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ August 16, 2016 _____

Originator: _____

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:
Steve Taylor, City Manager

SUMMARY STATEMENT:

Proclamation recognizing 19th Legislative District Senator Dean Takko, Representative Brian Blake, and Representative J.D. Rossetti and their efforts to promote Kelso's legislative priorities throughout the 2015-2017 legislative biennium thus far.

Proclamation
City of Kelso, Washington

19th Legislative District Delegation

WHEREAS, Washington State 19th District Senator Dean Takko, Representative Brian Blake, and Representative J.D. Rossetti represent the City of Kelso in Olympia, and have enthusiastically promoted Kelso's legislative priorities throughout the 2015-2017 legislative biennium; and

WHEREAS, The efforts made by Kelso's legislative delegation resulted in a successful request for \$25 million to complete the grade separation of Hazel Street from Burlington Northern Santa Fe's main rail corridor within the 2015 Connecting Washington transportation package; and

WHEREAS, 19th District legislators jointly sponsored a successful request for \$1.5 million from the Capital Budget to replace the 90-year-old Minor Road Reservoir; and

WHEREAS, Each of Kelso's legislators has fought vigorously for the protection and restoration of historical revenue sharing between the state and local governments; and

WHEREAS, Each legislator displayed active partnership with the city by maintaining an open-door policy and closely engaging with city representatives on legislative matters; and

WHEREAS, The City would like to express genuine gratitude for the hard work and successes throughout the 2015-2017 biennium by Kelso's legislators to improve our community.

NOW, THEREFORE, I, David Futcher, Mayor of the City of Kelso, do hereby proclaim and extend Gratitude and appreciation to the members of the 19th Legislative District delegation; Senator Dean Takko, Representative Brian Blake, and Representative J.D. Rossetti for their diligent efforts and extraordinary teamwork in Olympia during the 2015-2017 legislative biennium.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 16th day of August 2016.

David Futcher, Mayor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Southwest Washington
Regional Airport Update Presentation

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ August 16, 2016 _____

Originator: _____

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:

Steve Taylor, City Manager/Interim Airport
Manager

SUMMARY STATEMENT:

An update as to where we are in regards to a new interlocal agreement with Cowlitz County, City of Longview, and Port of Longview along with a proposed budget for 2017 and how current capital projects are progressing will be presented by current Interim Airport Manager, Steve Taylor.



SOUTHWEST WASHINGTON REGIONAL AIRPORT
2222 S. PACIFIC AVE KELSO, WA 98626
PHONE: (360) 261-8268

Overview – History 2016

Interlocal Agreements

The Southwest Washington Regional Airport (SWRA) Interlocal and Cooperation Agreement, often referred to as the Interlocal Governance Agreement, is a 5-year agreement that was entered into on February 2012 and is set to expire February 2017.

The Interlocal Agreement between the Southwest Washington Regional Airport (SWRA) and City of Kelso for Management Services, is an agreement that the SWRA Board Approved December 2015; and was approved by the City of Kelso Council on January 5, 2016.

Airport Board Members

2015 Board Members: Darold Dietz (Chair), Norm Krehbiel (at large position), David Futcher (City of Kelso), Chet Makinster (City of Longview), Dennis Weber (Cowlitz County).

2016 Board Members: Darold Dietz is no longer the SWRA Chair and Norm Krehbiel resigns as the at large position representative. David Futcher (City of Kelso) is appointed as the SWRA Board Chair to replace Darold Dietz and Joseph Phillips (City of Longview) is appointed as the at large position to replace Norm Krehbiel. Other members include Jeff Wilson (Port of Longview), Chet Makinster (City of Longview) and Dennis Weber (Cowlitz County).

Airport Budget

Governance Interlocal 2016 discussions regarding Budget. Per the Interlocal Agreement, the Board is required to submit an Annual Budget for the succeeding year to each of the parties on or before August each year. The proposed budget to include detail of anticipated receipts and expenditures for the coming calendar year and clearly show the proposed contributions of each of the PARTIES. The Parties shall review the budget not later than October 1st each year. The budget of the Board shall become the Airport Budget for the calendar year specified upon receiving the approval by a supermajority of all of the parties, meaning three of the four jurisdictions. Additional discussion and consideration as a result of the February 2016 Port of Longview Board of Commissioners special meeting in which the Port voted 2-1 to give its nine-month notice of termination of participation in the Interlocal agreement. The Port's pending withdrawal from the agreement creates a \$76,000 shortfall in the 2017 SWRA budget.

ILA extension

Governance Interlocal 2016 discussions regarding next steps. During the May 2016 Board meeting the Board discussed the proposed option of extending the existing Interlocal agreement (set to expire in February 2017). Various concepts have been proposed such as a 2-year agreement extension and more recently, a 3-year agreement extension to the Interlocal Contract.

Current (2016) and Future Hangar Revenue, Development, and Leasing Opportunities

1. Life Flight – Airport Management has been coordinating with Life Flight Services in an effort to relocate their current Cowlitz County operations to the Southwest Washington Regional Airport. The Life Flight Services, Operations, and Crews Quarters will be located at the Airport, near the north ramp and Fixed Base Operator building at 2215 Parrott Way. This year Airport Management has finalized the planning, engineering, FAA required 7460 form, site location specifics for their modular unit (crews' quarters), and tenant lease agreement terms with Life Flight Management.

Additional Revenue: Tenant Lease Agreement negotiated terms of \$800.00/month, resulting in an annual revenue for the Airport of \$9,600.

2. Aviation Marine and Auto (AMA)– Airport Management has been coordinating with “Aviation Marine and Auto”, a current business located on the westside of the Southwest Washington Regional Airport, along Pacific Avenue. The AMA lease agreement terms were negotiated to accommodate this expanding business. The business now leases three hangars from the Airport.

Additional Revenue: Tenant Lease Agreement negotiated terms of \$900.00/month, resulting in an annual revenue for the Airport of \$10,800.

3. ROW E – Airport Management has been coordinating with Lower Columbia River Company as we explore the feasibility of building a 50x200' hangar along the eastside of the Airport, known as “Row E”. This business concept proposal would include an additional development of several T hangars that would be available for leasing at the SWRA. Additionally, a Letter of Intent (LOI) was drafted while the parties involved work through the engineering details and permitting of additional temporary parking of a Beech Aircraft and Piper Apache.

Additional Revenue: Tenant Ground Lease Agreement terms to be determined. Current LOI resulting in \$100.00/month for a 6-month term, resulting in an additional revenue for the Airport of \$600.

4. Tie Down Revenue and Hangar development (150 x 150' hangar)

Airport Management has been coordinating with a current Airport Tenant and Pilot who pilots two Albatross Aircraft. Business concept proposal for additional hangar development of a 150 x 150' hangar that would be located at the Airport, along Parrott Way at the northern end of the North ramp. This hangar concept would provide hangar storage for the two Albatross Aircraft that are currently parked outside on the north ramp at the Airport.

Additional Revenue: Tenant Ground lease agreement terms to be determined. Current lease tie-down rates = \$38.94 (month w/ leasehold tax). Total of 5 tie-downs charged currently to Tenant/Pilot for Aircraft(s) not including tax, \$34.51/month x 5 = \$172.55, resulting in an additional annual revenue of \$2,070.66.

Current (2016) and Future Hangar Revenue, Development, and Leasing Opportunities (continued)

5. National Wings and Armor Foundation and Hangars 41, 42, and 43 – Airport Management has been approached by the National Wings and Armor Foundation Business Operator. The National Wings and Armor Foundation is a 501c3 that works to provide educational and historical opportunities to the public by displaying various military vehicles and aircraft, community history, and static museum displays. This business concept proposal is for a museum hangar (60 x 75') to be located at the Airport, additionally this business concept includes hosting public events at the Airport.

Hangar redevelopment: Additional discussions with Business Operator to redevelop hangars along the westside of the Airport along Pacific Avenue. Hangars 41, 42, and 43 have been identified to be demolished due to the condition of the existing hangars and expensive repairs that are needed.

Additional revenue: This business museum 501c3 proposal is conceptual at this time. Hangar redevelopment: Based on the existing square footage of Hangar #41 (2020 sq ft.), #42 (1201 sq ft.), and #43 (1210 sq ft.), the monthly total lease rates are currently \$930.81/month, if they are redeveloped, these hangars could result in an annual revenue for the Airport of approximately \$11,169.72.

Airport Projects:

6. The Beacon Tower Replacement and Talley Way Perimeter Fencing and Security Gate Project.

Funding: Construction Phase \$371,319.8

Partners and funding breakdown:

FAA AIP (90%) - \$334,187.82

WSDOT Aviation - \$18,565.99

Local Match - \$18,565.99

7. Sullivan Hangar Demolition Project.

Funding: Construction Phase \$215,831.61

Partners and funding breakdown:

FAA AIP (90%) - \$194,232.25

WSDOT Aviation (5%) - \$10,790.68

Local Match - \$10,790.68

Southwest Washington Regional Airport



1. LIFE FLIGHT Emergency Services locates to the Airport.
2. AVIATION, MARINE and AUTO (AMA) Business Expands.
3. ROW E HANGAR Development Proposal and Letter of Intent (LOI) w/ Business Operator.
4. NORTH RAMP Hangar Proposed Development Concept and Additional Tie Down Revenue.
5. HANGAR DEVELOPMENT – Proposed Development Concept National Wings and Armor Foundation 501c3 Museum Concept, and additional Hangar Redevelopment.
6. The Beacon Tower Replacement, Talley Way Perimeter Fence, and Security Gate Projects.
7. The Sullivan Hangar Demolition Project.



SOUTHWEST WASHINGTON REGIONAL AIRPORT "KELSO AIRPORT"

Southwest Washington Regional Airport
2222 S. Pacific Avenue
Kelso, Washington 98626
(360) 261-8268



Southwest Washington Regional Airport (SWRA), located in Kelso WA



Local, Regional and National Businesses use Southwest Washington Regional Airport

Les Schwab, John Deere, Foster Farms, Clary Chevrolet, U Haul, NW Airtech, JH Kelly, Weyerhaeuser, Kapstone, Port of Kalama, Port of Longview, Port of Woodland, Fixed Base Operator, Hydraulic Services, Signature Transport, Woods Logging, Moilanen Aerial Photography, Department of Natural Resources, Life Flight, Cowlitz 2 Fire & Rescue, Long-Air, Experimental Aircraft Association (EAA), Lakeside Industries, Swanson Wood & Bark Products, Hillsboro Aviation, Columbia helicopters, Portland TV Channels, Pacific Laser, Wilson Construction, PGE, Erickson Helicopters, Bonneville Power, Air Methods, Evergreen International Sundance Helicopter, Trans Arrow Pacific Power Solutions, and Puget Sound Energy.



Southwest Washington Regional Airport Interlocal Cooperation Agreement (ILA)

SWRA Interlocal Agreement entered into February 2012 by the following four member entities:

- City of Kelso
- City of Longview
- Port of Longview
- Cowlitz County



SWRA Board Authority and Airport Manager

SWRA Board Authority

- David Futcher, City of Kelso
- Chet Makinster, City of Longview
 - Jeff Wilson, Port of Longview
 - Dennis Weber, Cowlitz County
- Joseph Phillips, At large position

SWRA Airport Manager

- Steve Taylor, City of Kelso City Manager
and Interim Airport Manager
- Christopher Paolini, SWRA Operations Manager
(beginning October 24, 2016)



Airport Operations and Maintenance

- SWRA Board Authority contracts with the City of Kelso through Interlocal Agreement:
 - Interlocal Agreement approved by the SWRA Board Authority December 2015 and City of Kelso Council Jan. 5, 2016.
 - Contract services include: Airport Management, Treasurer and Finance, Administrative Services and Maintenance Services.
- SWRA Maintenance:
 - City of Kelso Public Works Staff provides Maintenance services – Labor, airport and hangar maintenance, and vegetation management.
 - The Airport's Fixed Base Operator (FBO) is on contract for services – Airport safety inspections, field light replacement, wildlife hazing, hangar and airport facilities security checks, and issuing NOTAMS.



Airport Projects

- Airport Talley Way Perimeter Fence and Rotating Beacon Replacement Project:
 - New Airport security and safety fencing
 - New Electric security gate located next to the Airport Office (2222 S. Pacific Ave.)
 - New Beacon Tower Structure (tip-up pole) and replacement Beacon
- Funding: Construction phase \$371,319.8
 - Partners and funding breakdown:
 - FAA AIP (90%) - \$334,187.82
 - WSDOT Aviation (5%) - \$18,565.99
 - Local Match (5%) - \$18,565.99



Airport Projects (cont.)

- Sullivan Hangar Demolition

Project:

- Demolition of the Sullivan hangars (T-Hangar) buildings
- Removal of taxiway and asphalt



- Funding: Construction phase \$215,831.61

- Partners and funding breakdown:
 - FAA AIP (90%) - \$194,232.25
 - WSDOT Aviation (5%) - \$10,790.68
 - Local Match (5%) - \$10,790.68



Hangar Lease, Revenue, and Development Opportunities

- Life Flight Services
 - Locates at Airport 2016
 - Enters into Lease Agreement with SWRA
- Airport Business
 - Aviation, Marine, and Auto (AMA) expands business
- Hangar Development
 - Albatross Aircraft Hangar concept (150x150 hangar)
 - Row E -Hangar Development concept
 - National Wings and Armor Foundation Museum concept



Airport Hangars

100% Occupancy
Waiting list!



Hangars

- T-Hangars available!
 - Approximately 1480 square feet T-Hangars. Door Size = 46.5' opening, 14'7" height. (Row A)
 - Approximately 940 square feet. Door Size = 39.5' opening, 10' height. (Row B&C)

- Hangars have Interior Lighting and electrical plug and fee amount includes the Electrical power.

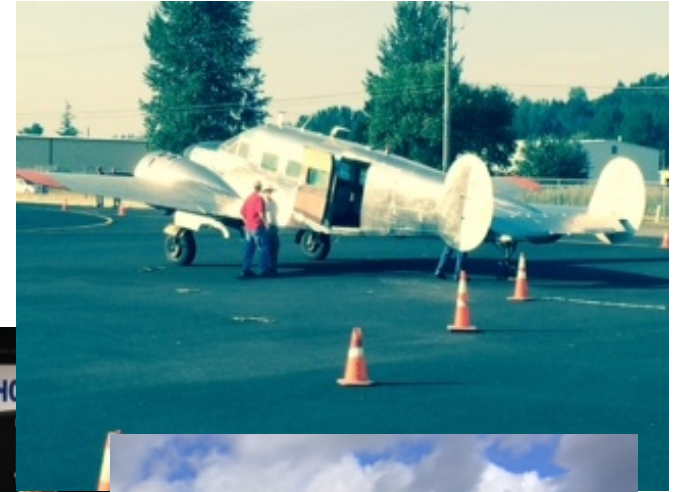
Fixed Base Operations (FBO)

- SWRA has a Fixed Base Operations with a Full Service FBO (Fuel)
- The FBO has 24 hr. credit card service for 100LL.
- Aircraft Service and Maintenance available at the Airport.

Hangars and Tie Down Rates (2015)	Daily Rate	Monthly Rate	+ 12.84% LTD TAX	Total Monthly Rate	One Month Rental Deposit
North Ramp Tie Downs	\$3.50/day	\$34.51	\$4.43	\$38.94	Deposit not required
T Hangar-1480 sq. ft. (Row A)	n/a	\$265.85	\$34.14	\$299.99	Deposit not required
T Hangar – 940 sq. ft. (Row B and C)	n/a	\$209.24	\$26.87	\$236.11	Deposit not required

Airport Community Involvement

- Northwest Aviation Conference Puyallup Expo Center
 - Southwest Washington Regional Airport participates at Aviation Expo in Puyallup, WA.
- Chamber After Hours
 - Chamber of Commerce After hours event held at SWRA.
- National Night Out
 - Southwest Washington Regional Airport participates at National Night Out, a City of Kelso Police Department sponsored event in Kelso, WA.



Airport & Emergency Services Training

- SWRA Training for Emergency Services
 - Training with Cowlitz 2 Fire and Rescue and Life Flight Services
 - 911 – drill
 - Fire Extinguisher Training



Airport & Emergency Services Training

- SWRA Training for Emergency Services:
 - Pilots provide hands-on training to Cowlitz 2 Fire and Rescue (C2FR).
 - Airport schedules training to coincide with C2FR's drill nights.
 - Pilots use Aircraft that are based at the Airport for training.



Regional Coordination: Airport works with Department of Natural Resources (DNR)

- Airport's North tarmac serves as a Helibase for DNR's communication and logistics center.
- DNR uses Airport to coordinate fire suppression activities for several fires in Southwest Washington.
- Five helicopters, communications and logistics center, pilots, mechanics and fuel were all stationed at the airport for several days.



Airport Budget

SW Washington Regional Airport '16-'17 Operating Revenue Pro Forma

	Budgeted 2016	Expected 2016		Proposed 2017
HANGAR LEASES	102,000.00	105,000.00	100% occupancy	108,500.00
LAND LEASES	13,000.00	20,000.00	Hgr 56, LifeFlight, Prime, Clary	25,700.00
RENTALS-APARTMENT	6,800.00	6,800.00	Regional Law Enforcement	7,700.00
LEASEHOLD EXCISE	4,000.00	4,200.00		4,200.00
TIE DOWN FEES	100.00	500.00		2,100.00
FUEL TAX	1,000.00		No Fuel Flowage Fees assessed	-
FBO AGREEMENT	-	3,722.00	FBO Hangar 58 lease rev (\$310/mo)	3,722.00
Subtotal	126,900.00	140,222.00	(Key figure)	151,922.00
INTERGOVT-COWLITZ COUNTY	76,000.00	76,000.00		76,000.00
INTERGOVT-KELSO	76,000.00	76,000.00		76,000.00
INTERGOVT-LONGVIEW	76,000.00	76,000.00		76,000.00
INTERGOVT-PORT LONGVIEW	92,377.00	76,000.00	Port \$25K capital contr. Booked in 2015	76,000.00
Subtotal	320,377.00	304,000.00	(Key Figure)	304,000.00
INTEREST INCOME-OPERATING	100.00	100.00		100.00
INTEREST INCOME-RESERVE	-	1,000.00		1,000.00
DAMAGE RECOVERIES		2,456.00		
LATE PENALTIES		1,200.00		500.00
MISCELLANEOUS REVENUE	-	10,000.00	Stormwater Refund	1,000.00
	100.00	14,756.00		2,600.00
Op Rev Subtotal		458,978.00		458,522.00

SW Washington Regional Airport '16-'17

Operating Revenue Pro Forma

Net Operating Statement

	Expected	Proposed
O&M Budget	2016	2017
Revenue	\$ 458,978	\$ 458,522
Expense	\$ 409,714	\$ 401,100
Gain/(Loss)	\$ 49,264	\$ 57,422

Southwest Washington Regional Airport Kelso, WA

Phone: (360) 261-8268

Email: swairport@kelso.gov

Website: www.southwestwaregionalairport.com

THANK YOU!



**AMENDMENT AND RENEWAL OF
SOUTHWEST WASHINGTON REGIONAL AIRPORT INTERLOCAL
COOPERATION AGREEMENT**

This agreement (AGREEMENT) is entered into between the City of Kelso (“Kelso”), a municipal corporation of the State of Washington; the City of Longview (“Longview”), a municipal corporation of the State of Washington; the Port of Longview (“Port”), a municipal corporation of the state of Washington; and Cowlitz County (“County”), a political subdivision of the state of Washington, all the above entities are each referred to as PARTY or jointly as the PARTIES.

NOW THEREFORE, The PARTIES agree as follows:

I. RECITALS:

The Southwest Washington Regional Airport (“Airport”) is located within Kelso in Cowlitz County, Washington.

The PARTIES entered into the Southwest Washington Regional Airport Interlocal Cooperation Agreement dated February 28, 2012, herein “ILA”.

The PARTIES wish to amend and to renew said ILA on the terms and conditions set forth herein.

The continued operation of the Airport as a public airport is a benefit and service to the citizenry of the region and supports several public purposes for each of the PARTIES, including economic development and public safety, as well as improves opportunities for growth and alternatives for transportation.

The PARTIES are authorized to enter into and carry out the AGREEMENT as hereby amended and renewed pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington (RCW), and RCW 14.08.200.

**II. TERMS AND CONDITIONS OF
THE AMENDMENT AND RENEWAL:**

NOW, THEREFORE it is agreed as follows:

I. Purpose. The purpose of this document is to state the agreement of the PARTIES to amend said ILA and to renew said ILA as herein provided.

II. Amendment. The provisions of Section IX, A. Term, are hereby amended by the deletion of the referenced text and the replacement of said text with the following:

A. Term. This extension of the AGREEMENT shall be for a Term of two (2) years and shall renew automatically for an additional two (2) year term, and thereafter shall renew automatically for an additional two (2) year term, unless terminated as provided herein. Thereafter, the AGREEMENT shall automatically terminate unless the PARTIES unanimously agree by written amendment to renew the AGREEMENT for an additional term or terms. The Board shall review

the AGREEMENT a minimum of every two (2) years to assure compliance and to determine if there is a need for any amendments.

III. Renewal. Consistent with the Amendment set forth herein the ILA is hereby renewed and extended for an additional two-year Term, commencing on March 1, 2017, and ending on February 28, 2019. The PARTIES hereby acknowledge that the date of said ILA is February 28, 2012, the date the last party to the ILA signed it.

IV. Port Notice. The Port of Longview hereby withdraws, effective the date of its signature set forth below, its Notice of Withdrawal dated February 12, 2016 and received by the City of Kelso on February 17, 2016.

V. Existing ILA. The existing Southwest Washington Regional Airport Interlocal Cooperation Agreement, including each of the terms and conditions and attachments referenced therein, is hereby ratified and approved, except as herein amended and renewed.

III. GENERAL PROVISIONS

A. This Amendment and Renewal of the ILA and the ILA together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral except as follows:

1997 Rescission Agreement of Kelso, Longview, Port and County providing for Airport repayment of \$85,000 remaining on Loan to Longview by 2015 (attached hereto as Exhibit I, Paragraph 4(a)).

B. No provisions of this Agreement may be amended, modified or added to except by written instrument properly signed by the PARTIES hereto.

C. 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.

D. Any failure by one Party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that Party's right to subsequently enforce such provision or any other provision of the Agreement.

E. All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the Party to whom the communication is to be given, at its address as follows:

City of Kelso:
City Manager
203 South Pacific, Suite 216
P.O. Box 819
Kelso, WA 98626

City of Longview:
City Manager
Executive Department
City of Longview
1525 Broadway
Longview, WA 98632

Port of Longview:
Executive Director
Port of Longview
10 Port Way
P.O. Box 1258
Longview, WA 98632

Cowlitz County:
Board of Commissioners
Cowlitz County Administration Building, Room 305
207 North Fourth Avenue
Kelso, WA 98626

F. In any lawsuit between the Parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

G. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

H. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF, each of the PARTIES has executed this AGREEMENT by their duly authorized officials on the date and year indicated by the notary jurat of his or her signature.

CITY OF LONGVIEW, WASHINGTON

By: _____
_____, its _____

By: _____
_____, its _____

COWLITZ COUNTY, WASHINGTON

By: _____
Dennis Weber, Commissioner

By: _____
Mike Karnofski, Commissioner

By: _____
Joe Gardner, Commissioner

PORT OF LONGVIEW, WASHINGTON

CITY OF KELSO, WASHINGTON

By: _____
_____, its _____

By: _____
David Futcher, its Mayor

By: _____
_____, its _____

By: _____
_____, its _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, MAYOR, and _____, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF KELSO, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____, 2016.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, MAYOR, and _____, CITY CLERK, respectively for the CITY OF LONGVIEW , A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on

oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, _____, for the PORT OF LONGVIEW, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me DENNIS WEBER, MIKE KARNOFSKI and JOE GARDNER, COMMISSIONERS respectively for the COUNTY OF COWLITZ, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, the political subdivision that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

EXHIBIT

Copy of
SOUTHWEST WASHINGTON REGIONAL
AIRPORT INTERLOCAL COOPERATION AGREEMENT

3452229

03/02/2012 04:48:25 PM Pages: 101
Agreement KELSO CITY OF 152.00
Cowlitz County Washington



Return Address:

City of Kelso
P.O. Box 819
Kelso, WA 98626

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)**
(RCIP 65.09)

Please print or type information

Document Title(s) (or transactions contained therein): 1. Southwest Washington Regional Airport Interlocal 2. Cooperation Agreement 3. 4.
Reference Number(s) of Documents assigned or released: Additional reference #'s on page ____ of document.
Grantor(s) (Last name first, then first name and initials) 1. City of Kelso 2. City of Longview 3. Port of Longview 4. Cowlitz County <input type="checkbox"/> Additional names on page ____ of document.
Grantee(s) (Last name first, then first name and initials) 1. City of Kelso 2. City of Longview 3. Port of Longview 4. Cowlitz County <input type="checkbox"/> Additional names on page ____ of document.
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional legal ls on page ____ of document.
Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet assigned.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SOUTHWEST WASHINGTON REGIONAL AIRPORT INTERLOCAL COOPERATION AGREEMENT

This agreement (AGREEMENT) is entered into between the City of Kelso ("Kelso"), a municipal corporation of the State of Washington; the City of Longview ("Longview"), a municipal corporation of the State of Washington; the Port of Longview ("Port"), a municipal corporation of the state of Washington; and Cowlitz County ("County"), a political subdivision of the state of Washington, all the above entities are each referred to as PARTY or jointly as the PARTIES. Additional governmental entities may be included in the AGREEMENT by addendum executed by all PARTIES existing at that time and the proposed additional PARTY.

NOW THEREFORE, The PARTIES agree as follows:

I. RECITALS

The Southwest Washington Regional Airport ("Airport") is located within Kelso in Cowlitz County, Washington.

Kelso is currently the sole sponsoring agency for purposes of existing federal grants with the FAA and it is expected that this role will continue.

The PARTIES previously created an airport board for the joint operation of the airport. This agreement was terminated in 1997.

The continued operation of the Airport as a public airport is a benefit and service to the citizenry of the region and supports several public purposes for each of the PARTIES, including economic development and public safety, as well as improves opportunities for growth and alternatives for transportation.

The PARTIES wish to form an Airport Board to participate jointly in the operation, repair, improvement and regulation of the Airport for the benefit of the region.

The PARTIES are authorized to enter into and carry out the AGREEMENT pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington (RCW), and RCW 14.08.200.

II. OBJECTIVES

The objectives of this AGREEMENT are as follows:

1. To establish an Airport Board ("Board") to participate jointly in the funding and decision-making for the operation, repair, improvement and regulation of the Airport to assure the continued operation of the Airport for the benefit of all;
2. To make additional money available for operation, repair, and improvement of the Airport;

-
3. To define the rights and responsibilities, and risk allocation of the PARTIES in the operation, repair, improvement, and regulation of the Airport;
 4. To maintain Kelso's ownership of the Airport and all existing and FAA funded facilities therein;
 5. To maintain Kelso's rights and power and final decision making authority in all decisions as may be required of a sponsor by the FAA under the grant assurances included in Kelso's grant agreements.
 6. "To affirm the Parties' and the Board's intent is to keep the Airport open and make it available for public use as an airport, to protect the Airport, and to ensure continued safe and efficient Airport operations and development."

III. CREATION OF AIRPORT BOARD

Except as provided elsewhere in this Agreement and subject to all grant obligations and assurances as set forth in Paragraph IV below all operation and management of the Airport shall be vested in a Board. The Board shall consist of one (1) member of each PARTY to this Agreement and one (1) 'at large' member to be appointed by a majority vote of the other members. The term of the at-large member shall be set by the Board. Each member shall have one vote. Matters herein requiring a supermajority shall require a 2/3 vote of the jurisdictions or 3 of the 4 jurisdictions. All other matters will require only a majority vote of the Board unless otherwise provided by the Board's rules. The 'at large' member shall be in a managing/supervisory staff role for any of the entities a part of this Agreement or other designated employee if approved by each of the Parties. The appointment, termination, or reappointment of any member shall be within the sole discretion and control of the appointing authority and each appointing authority may appoint an alternate to serve in the absence, incapacity, or unavailability of any Board member appointed to it.

IV. GRANT ASSURANCES AND KELSO RATIFICATION

- A. Parties acknowledge and agree that Kelso is the sole sponsor for grants from the FAA and that such grants require Kelso to meet certain obligations and to make certain grant assurances that govern how the Airport is financed, operated, managed, and regulated.
- B. Parties agree that this AGREEMENT is subordinate to the FAA grant assurances and obligations and that the Board shall abide by these assurances and obligations as it relates to the Airport.
- C. Parties agree that the Board is subject to and its authority is limited by the grant assurances and obligations imposed upon Kelso by the FAA as set forth in Exhibits A, B, and C attached hereto and incorporated by reference and by such grant assurances as they may be from time to time amended or expanded by the sole determination of the FAA. The parties understand that such limitation is further clarified by FAA Order 5190.6B Airport Compliance Manual as now adopted or as hereafter amended by the FAA, including but not limited to Appendix G, Guide to Sponsorship, attached

hereto as Exhibit D and incorporated by reference. A request by Kelso to amend or expand grant assurances with the FAA must first be authorized by a super majority of the Board unless it is otherwise required that Kelso be the sole determining authority in a particular grant assurance.

- D. Parties agree that where such grant obligations and assurances require that Kelso maintain the sole discretion and authority to make certain decisions as the sole sponsor, that such authority is vested solely with Kelso and that Kelso may act contrary to the direction of the Board in carrying out its role as sponsor. Kelso agrees that in the exercise of such authority that it will consider the advice and direction of the Board in reaching its decision and that where it acts contrary to the direction of the Board, it will provide an explanation in writing to the Board within ten (10) days of such contrary act stating its reasons for deviating from the Board's direction.
- E. In reaching any decision required by Kelso by Kelso's grant obligations and assurances, the PARTIES agree to the following steps:
1. The Board will consider the matter and make a decision that is subject to the ratification of Kelso before it is final.
 2. The Board will bring the matter requiring ratification to Kelso.
 3. The Kelso City Council or their duly authorized representative/s will consider the matter including the preliminary decision of the Board and reach a final decision. Such a decision may be to ratify, amend, or deny the decision. In the event Kelso does not ratify the Board's decision, it will provide reasons therefor in writing to the Board.
 4. If time permits, the Board and Kelso will work to negotiate a resolution that is satisfactory to both parties.
 5. The final decision of Kelso in these matters is binding on the Board. The Board shall act consistent with Kelso's final decision. If the Board does not act consistent with Kelso's decision, Kelso is authorized to take such action as may be necessarily consistent with its decision, including termination of the AGREEMENT pursuant to Section IX.
- F. Kelso agrees that all other discretionary authority related to the operation, repair, improvement, and regulation of the Airport that is not required to be vested with Kelso by the FAA under the grant assurances is hereby delegated to the Board pursuant to RCW 14.08.200.

V. OPERATION AND MANAGEMENT

A. Authority and Duties

Subject to the terms and provisions of this AGREEMENT and all limitations and grant obligations and assurances as set forth in Section IV including ratification by Kelso where required, the Board is hereby authorized and it shall be its duty to do and perform any and all acts and business reasonably necessary to

carry on the operation of the Airport as a public airport, including all facilities and services common to similar airports and as have been heretofore provided at the Airport. Specifically, the authority and duties of the Board include but are not limited to the following:

1. Elect its own officers and make its own regulations, rules, and by-laws for the conduct of the business of the Board and of the Airport.
2. Employ and/or contract for an airport manager and such other employees as the Board may deem necessary and to fix all duties, salaries, wages, employee benefits, working terms, agreements, rules, and regulations.
3. To establish and enforce all reasonable rules and regulations not in conflict with law, any lawful regulation, or any grant obligations or assurances of the FAA governing users of the Airport and of any Airport improvements and facilities.
4. To negotiate, fix, determine, charge, and collect all rents, fees, and charges for the use of services provided at the Airport.
5. Execute contracts, leases, user agreements, licenses and other agreements as necessary to carry out the business of the Airport; provided that any contractual obligation in excess of \$50,000 shall require prior approval by a supermajority of the Board.
6. As fiduciaries for the PARTIES to this AGREEMENT, to give any notice and to make any demand and bring any action at law or in equity to recover any claim, money, debt, obligation, and property due the Airport and to which it may be entitled, including the enforcement of any fine or penalty provided by law or any authorized regulation.
7. As fiduciaries for the PARTIES to this AGREEMENT, to defend any action at law or in equity arising from or connected with the operation of the Airport.
8. To acquire by gift, governmental grant, purchase, and trade or exchange real or tangible personal property for the Airport use including the acquisition by contract of buildings and building improvements and/or in the alternative to construct any of the same by the direct employment of labor, rental of equipment, and the purchase of materials, supplies, and equipment, subject to the limitations on real property acquisition set forth herein.
9. To improve any land used or owned by the Airport by ditching, filling, leveling, diking, fencing, gravelling, paving, grading and otherwise improving the same for airport purposes, said work and improvements may be done by contract or by the direct employments of labor, rental of equipment, and the purchase of materials, supplies, equipment and necessary permits.
10. To keep full and accurate financial records and accounts in such manner as required by law for municipal corporations, together with minutes of all Board meetings and such other records and

accounts necessary to fully show all assets, liabilities, and business transactions. All such records shall be available at any reasonable time for inspection by any officer or agent of any of the PARTIES, by a representative of the FAA and/or Auditor for the State of Washington. Further, all records shall be kept in the manner and for the length of time required under the records retention laws of the State of Washington. Additionally, all PARTIES shall comply with and promptly assist in responding to any disclosure of public records in accordance with Chapter 42.56 RCW. In the event any records responsive to a public records request belong to any of the PARTIES, the Board must immediately inform the Party of the request and provide the Party with the opportunity for objecting to release of the records pursuant to the state statute. The Board may contract with one of the PARTIES for all or a portion of the duties in paragraph 10 herein. All meetings shall be held in compliance with the Open Public Meetings Act as found in Chapter 42.30 RCW.

11. To make any and all reports as required by law and regulation in the operation of the Airport.
12. To maintain in good order and repair all Airport property of useful value and to insure against loss by fire and storm damage airport personal property and building improvements (which may be subject to such damage) in the amount of the reasonable value thereof.
13. To carry public liability insurance in the manner set forth in Section VII to adequately protect the Airport and the PARTIES to this AGREEMENT from damage claims and liability exposure.
14. Within the resources of the Airport under the control of the Board to borrow money, execute promissory notes, issue bonds, pledge airport assets and /or revenues, enter into government matching fund agreements, and execute security agreements.
15. To sell and trade or exchange any personal property of the Airport when the same is no longer reasonably usable by the Airport, is surplus to the needs of the Airport, or is being traded for other property of like kind. Any such transaction may be by a privately negotiated agreement or by the giving of public notice and call for bids.
16. To take reasonable action to improve and expand the Airport operations and services, including the attraction of airport oriented industry.
17. To establish and regularly use such claims procedure for the payment of Airport expenses, debts, obligations, and liabilities as will comply with the law and provide a reasonable means of auditing and approving the payment of claims.
18. To submit a proposed annual budget for the succeeding year to the PARTIES on or before August 1 of each year.

B. Limitations on Authority.

1. None of the foregoing authorizations shall be interpreted as authorizing anything otherwise prohibited by local, state and/or federal law, or grant assurances with the federal government.
2. No real estate shall be purchased or acquired by lease, nor shall any money be borrowed for capital improvement, without a super majority vote of the PARTIES, meaning three of the four jurisdictions.
3. No person, firm, association, corporation, or group shall be given the exclusive right to the use of the Airport. This restriction shall not apply to the lease of any Airport building or portion thereof.
4. The authority of the Board shall at all times be subject to the control and direction of the PARTIES hereto by a super-majority vote of the Board, including the amendment or modification of or termination of this AGREEMENT; provided however, that the AGREEMENT may be terminated by Kelso pursuant to section IX.
5. No compensation shall be paid to any Board member.
6. The Airport Board shall not discriminate in any matter prohibited by law, against any person, firm, corporation, association, or group in the use of the Airport and in the fixing of fees, rents, or any Airport charge and such fees, rents, and charges shall be uniform for all like uses or services.
7. No member of the Board shall be an Airport employee or enter into any contract with the Board or Airport for the purchase or sale of any property or for the performance of any construction contract.
8. No Airport property or money shall be loaned to anyone, provided that this provision shall not be construed to prevent the deposit of any money with any bank on interest or the purchase of any investment authorized by law for municipal corporations.

VI. FINANCES

- A. Income: All income from rents, fees, charges, and any and all income from the Airport operations whatsoever shall be collected and received as money of the Airport to be used exclusively for the operating expenses, repair and maintenance expenses, furniture, fixtures, machinery, equipment, improvements, and such other necessary Airport expenses.

B. Contributions: To provide additional money needed for management, operations, repairs, and improvements, each PARTY hereto shall appropriate and contribute to the Airport, each year, by no later than March 31, 2012 and January 31 of each subsequent year, a percentage of the approved budget for the Airport for that year as follows:

1. Kelso - 25%
2. Longview - 25%
3. Port - 25%
4. County - 25%

All unspent funds shall remain in the Airport Fund and shall be carried over from year to year, without credit against the amount owed by a PARTY for the next year. The PARTIES acknowledge that the contributions are subject to annual appropriation by the governing bodies.

C. FAA Regulations: The Board agrees that it shall manage the Airport revenue in accordance with FAA Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7696, dated February 16, 1999 (attached hereto as Exhibit E and incorporated by reference) and any subsequent amendments thereto.

D. Airport Accountant/Bookkeeper: The Board shall employ and/or contract for an accountant/bookkeeper, who may also be the manager of the Airport, who shall be directly responsible for the collection of all Airport income and the payment of all Airport expenses as well as the keeping of all Airport financial records and reports. In addition, the accounting records shall be reviewed not less than one (1) time per month by a separate accountant/bookkeeper for financial monitoring and provide a report to each Party in a form acceptable to the Board within ten (10) days of the review of the books.

E. Airport Treasurer: The treasurer of Kelso shall be the Airport treasurer and all money received shall be deposited with the treasurer to be expended upon warrants submitted by the Airport accountant/bookkeeper with approval of the Board.

F. Budget: The Board shall submit a proposed annual budget for the succeeding year to each of the PARTIES on or before August 1 of each year. The proposed budget should include among other things, detail of all anticipated receipts and expenditures for the coming calendar year and clearly show the proposed contribution of each of the PARTIES. The PARTIES shall review the proposed budget not later than October 1 each year. The budget of the Board shall become the Airport Budget for the calendar year specified upon receiving the approval by a super-majority of all of the PARTIES, meaning three of the four jurisdictions. If not so approved the budget shall be revised by the Board as to obtain the approval of a super-majority of all the PARTIES. All expenditures for the calendar year covered shall be restricted and limited to the budget items as so adopted and approved

excepting that transfers between budget operating items may be made by the Board. No transfer may be made from any item of repair or capital improvement. Other transfers, supplements, and amendments of the budget may be made at any time in any manner with the unanimous approval of all the PARTIES.

VII. PROPERTY OWNERSHIP

- A. All funds, real property, buildings, fixtures, and personal property of the Airport currently owned by Kelso shall remain the property of Kelso.
- B. Title to any additional real property or any buildings or fixtures acquired after the commencement of this AGREEMENT shall be held by and in the name of Kelso, but will be a joint asset of the Parties. Disposal of such property is not anticipated by the parties; however, any such disposal of property shall require the written approval of the FAA. Any proceeds from any sale of such property shall be returned to the Airport and used for Airport maintenance and operations consistent with FAA Revenue Use Policy. In the event the Airport ceases to operate, any proceeds remaining from such property acquired after the commencement of this Agreement, and after the full satisfaction of all Federal obligations, grant repayments to the FAA, and satisfaction of FAA's Revenue Use Policy, shall be distributed to the parties in the same proportion as the financial contribution of the parties for its acquisition.
- C. Any personal property of the Airport, except buildings and fixtures described above, that are acquired by the Board after the commencement of this Agreement shall belong to the Board. Proceeds from any sale of such property shall be returned to the Airport and used for Airport maintenance and operations, consistent with FAA Revenue Use Policy.
- D. An inventory of all personal property, including buildings of the airport, shall be made, kept, and maintained as a part of the permanent records of the Airport.

Kelso hereby agrees that it will furnish to the Airport the real estate known as the Southwest Washington Regional Airport at 2215 Parrott Way in Kelso Washington and legally described as set forth in Exhibits F and G, attached hereto and incorporated by this reference, owned by it for the uses and purposes herein agreed for the duration of this Agreement. The Parties also acknowledge and agree to the Airport boundaries and use map as set forth in Exhibit H (which is Exhibit A to the City of Kelso's ALP set) as delineating all Airport property owned or to be acquired, regardless of whether the federal government participated in the cost of acquiring any or all such land. The Parties agree that the property as set forth in Exhibit H cannot be disposed of or encumbered without FAA approval. Kelso and the Board are hereby authorized to negotiate any rental and or use agreement for the land as may be mutually beneficial. It is intended and expected that Kelso will continue during the duration of this Agreement to hold title to the land underlying the existing Airport and the Board will not acquire any title thereto.

VIII. INSURANCE AND INDEMNIFICATION

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

B. It is the intent of the PARTIES to provide services set forth in this AGREEMENT without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with the PARTIES' actions under this AGREEMENT that are brought against the jurisdictions. To this end, the PARTIES agree to equally share responsibility and liability for the acts or omissions of their participating officers and employees when acting in furtherance of this AGREEMENT. In the event that an action is brought against any of the PARTIES, each jurisdiction shall be responsible for an equal share of any legal costs, award for, or settlement of claims of damages, fines, fees, or costs regardless of which jurisdiction, officer, or employee is ultimately responsible for the conduct. The PARTIES shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. Nothing herein, however, shall require or be interpreted to require indemnification or sharing in the payment of any judgment for intentionally wrongful conduct that is outside the scope of employment or authority of the Board or for any judgment or punitive damages against the individual or jurisdiction for such intentionally wrongful conduct.

C. The Board shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work under this AGREEMENT by the Board, its agents, representatives, employees, or subcontractors. The Airport Board shall maintain the following insurance policies with the stated limits:

1. Airport General Liability policy covering any general liability for the airport in the amount of \$20 million per occurrence.
2. Errors and Omissions Liability policy in the amount of \$1 million.
3. Such other insurance policies as the Board deems necessary including (a) any Employment Liability policy in the event that the Board has any direct employees, (b) any Property Liability policy in the event the Board acquires any personal property, and (c) any Automobile Liability policy in the event the Board acquires any automobiles.

D. Other Insurance Provisions.

1. The Board's Automobile Liability and Errors and Omissions insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Parties.

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2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 3. **Verification of Coverage.** The Board shall furnish the Parties with original certificates and a copy of any applicable amendatory endorsements evidencing the insurance requirements of the Board each calendar year.
 4. **Notice of Cancellation.** The Board shall provide the Parties with written notice of any policy cancellation, within two business days of their receipt of such notice.

IX. TERM, TERMINATION, AND WITHDRAWAL

A. Term. This AGREEMENT shall be for a Term of five (5) years. Within the last year of the initial term, the Board shall review the AGREEMENT to assure compliance and to determine if there is a need for any amendments and submit the AGREEMENT, including any recommended changes, to each entity at least ninety (90) days prior to the expiration of the initial term of the Agreement.

B. Termination by PARTIES. This AGREEMENT may be terminated at any time only upon the approval by a super-majority of the PARTIES. Upon the termination of this AGREEMENT, all real estate and airport personal property shall be distributed as defined in Section VII above. Any debt obligations of the Board acquired after the date of this AGREEMENT shall be resolved proportionally to the contributions of the PARTIES as outlined in Section VI above. Any debt acquired by Kelso prior to this AGREEMENT shall remain the sole obligation of Kelso.

C. Termination by KELSO. Pursuant to Grant Assurance #5, Preservation of Rights and Powers, Kelso, as Sponsor, shall have the authority to terminate this AGREEMENT immediately, without a supermajority vote, in the event the Board or the PARTIES act contrary to the grant assurances and obligations and this termination is reasonably necessary to preserve the rights and powers required by Grant Assurance #5.

D. Notice of Withdrawal:

1. Any Party may withdraw from this AGREEMENT by giving nine (9) months' written notice to the other PARTIES.
2. In the event of the withdrawal of a PARTY, the withdrawing PARTY shall cease to be bound by the terms and conditions of this AGREEMENT after the effective date of the withdrawal; PROVIDED HOWEVER, that any and all multiyear debt incurred by the Airport or by Kelso which is approved while the PARTY was subject to this Agreement and which extends beyond the date of withdrawal shall remain the responsibility of the withdrawing PARTY and shall be due to the Board by January 31 of each year. Any PARTY who withdraws from this AGREEMENT is not entitled to

any share of funds in the Airport Fund remaining at the time of withdrawal or in any distribution of proceeds as provided in Section VII except as may be specifically identified in accordance with the contributions of the Party. If three PARTIES withdraw, any remaining funds in the Airport Fund will be transferred to the owner of the Airport for use at the Airport.

X. GENERAL PROVISIONS

A. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral except as follows:

1997 Rescission Agreement of Kelso, Longview, Port and County providing for Airport repayment of \$85,000 remaining on the Loan to Longview by 2015 (attached hereto as Exhibit I, Paragraph 4(a)). This loan was originally for \$230,000 from U.S. Bank and was incurred by the City of Longview on behalf of the Kelso/Longview Regional Airport Authority for the construction of T-Hangars. The loan bears an interest rate 4.25%-6.0%.

B. No provisions of this Agreement may be amended, modified or added to except by written instrument properly signed by the PARTIES hereto.

C. 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.

D. Any failure by one Party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that Party's right to subsequently enforce such provision or any other provision of the Agreement.

E. All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the Party to whom the communication is to be given, at its address as follows:

City of Kelso:

City Manager
203 South Pacific, Suite 216
P.O. Box 819
Kelso, WA 98626

City of Longview:

City Manager
Executive Department
City of Longview
1525 Broadway
Longview, WA 98632

Port of Longview:

Executive Director
Port of Longview
10 Port Way
P.O. Box 1258
Longview, WA 98632

Cowlitz County:

Board of Commissioners
Cowlitz County Administration Building, Room 305
207 North Fourth Avenue
Kelso, WA 98626


F. In any lawsuit between the Parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

G. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

H. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.


IN WITNESS WHEREOF, each of the PARTIES has executed this AGREEMENT by their duly authorized officials on the date and year indicated following his or her signature.

THE CITY OF KELSO, WASHINGTON

By 
City Manager

Date 2/21/2012

ATTEST:

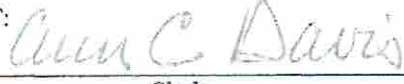

Clerk

THE CITY OF LONGVIEW, WASHINGTON


By 
City Manager

Date 2/28/12

ATTEST:


Clerk


APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


City Attorney

PORT OF LONGVIEW, WASHINGTON

By 
President

Date 02-24-12

ATTEST:


Secretary

COWLITZ COUNTY, WASHINGTON

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

Date _____

APPROVED AS TO FORM:


Port Attorney

APPROVED AS TO FORM:

Chief Civil Deputy Prosecuting Attorney

IN WITNESS WHEREOF, each of the PARTIES has executed this AGREEMENT by their duly authorized officials on the date and year indicated following his or her signature.

THE CITY OF KELSO, WASHINGTON

THE CITY OF LONGVIEW, WASHINGTON

By _____
City Manager

By _____
City Manager

Date _____

Date _____

ATTEST:

ATTEST:

Clerk

Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

PORT OF LONGVIEW, WASHINGTON

COWLITZ COUNTY, WASHINGTON

By _____
President

By George Raiter
George Raiter, Chair

Date _____

By Michael A. Karnofski
Michael A. Karnofski, Commissioner

ATTEST:

By James R. Misner
James R. Misner, Commissioner

Secretary

Date February 21, 2012

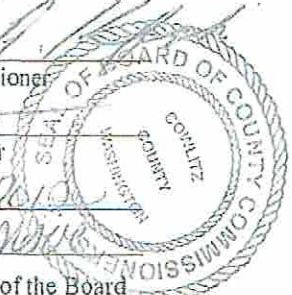
Attest: Vickie M. Musgrove
Vickie M. Musgrove, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Port Attorney

Van Agosta Quick
Chief Civil Deputy Prosecuting Attorney



STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me Dennis Richards CITY MAGNAGER, and Brian Butterfield, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF KELSO, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 21st day of February, 2012

Stephanie L Helem
NOTARY PUBLIC in and for the State
of Washington, residing at Kelso.
My commission expires: 9-30-2014.



STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me Robert T. Greary CITY MANAGER, and Ann C. Davis, CITY CLERK, respectively for the CITY OF LONGVIEW, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 28th day of Feb, 2012

Tamara Ames Larson
NOTARY PUBLIC in and for the State
of Washington, residing at Longview.
My commission expires: 11/30/15



STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me ROBERT BAGGAASON and LOUIS E. JOHNSON, the President and Secretary, respectively, for the PORT OF LONGVIEW, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 24th day of February, 2012.

Robin Johnson
NOTARY PUBLIC in and for the State
of Washington, residing at Longview
My commission expires: 9/14/15



STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, _____, and _____, COMMISSIONERS respectively for the COUNTY OF COWLITZ, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, the political subdivision that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this ____ day of _____,

NOTARY PUBLIC in and for the State
of Washington, residing at _____.

My commission expires: _____.

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, _____, for the PORT OF LONGVIEW, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____,

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My commission expires: _____.

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me George Raifers, Michael Karnofski, and James Misner, COMMISSIONERS respectively for the COUNTY OF COWLITZ, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, the political subdivision that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this 21st day of Feb, 2012

Stephanie R. Dunn, Stephanie R. Dunn
NOTARY PUBLIC in and for the State
of Washington, residing at Longview

My commission expires: 5-22-12



EXHIBITS

- A. Exhibit A. FAA Order 5190.6B, Airport Compliance Manual, Appendix A—Airport Sponsors Assurances
- B. Exhibit B. FAA Order 5100.38C, Appendix 7—Grant Special Conditions
- C. Exhibit C. FAA Order 5100.38C, Appendix 6. Grant Agreement
- D. Exhibit D. FAA Order 5190.6B, Airport Compliance Manual, Appendix G
- E. Exhibit E. FAA Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed.. Reg. 7696, February 16, 1999
- F. Exhibit F. Statutory Warranty Deed for Airport Property, Auditor No: 941122009
- G. Exhibit G. Record of Survey for Airport Property, Auditor No: 3171562
- H. Exhibit H. Map of Airport, ALP drawing set for FAA, Exhibit A to ALP set
- I. Exhibit I. 1997 Rescission Agreement between City of Kelso, City of Longview, Port of Longview and Cowlitz County

DRAFT Southwest Washington Regional Airport Operating Board

Airport Fund 2017 Budget -- EXPENDITURES -- Fund 502 Dept: 59

602 59	BASUB	ELE	OBJ	ACCOUNT DESCRIPTION	2015 Actual	2016 Budget	2016 Thru July	2017 Proposed
	508	00	000	Ending Fund Balance	27,173.00	0.00	0.00	51,200.00
	546	10	310	Office Supplies	1,556.00	1,500.00	0.00	1,500.00
	546	10	410	Professional Services (Airport Manager)	118,475.00	120,000.00	24,589.00	75,000.00
	546	10	410	Professional Services (Airport Manager) Benefits	0.00	0.00	0.00	35,000.00
	546	10	410	Professional Services Additional city management/admin expense	0.00	0.00	5,000.00	10,000.00
	546	10	411	Professional Services (Finance/Accounting)	30,000.00	30,000.00	15,000.00	30,000.00
	546	10	412	Professional Services (Legal)	11,022.00	10,000.00	3,600.00	10,000.00
	546	10	413	Professional Services (FBO)	23,738.00	10,000.00	12,743.00	31,500.00
	546	10	420	Telephone, Postage, Copying, Internet (mngmt office)	2,020.00	2,000.00	899.00	2,000.00
	546	10	430	Travel/Seminars	0.00	1,000.00	0.00	1,000.00
	546	10	490	Membership Dues and Fees	1,450.00	1,000.00	0.00	750.00
	546	10	510	State Examiner's Charges	5,651.00	0.00	0.00	6,000.00
	546	10	530	Leasehold Taxes	131.00	150.00	66.00	150.00
	546	40	530	Diking Assessment	21,884.00	22,000.00	25,372.00	26,000.00
	546	50	410	Professional Services Maintenance (City of Kelso)	87,526.00	36,000.00	40,237.00	55,500.00
				<i>Minor Maintenance (labor & boom truck) 10K</i>				
				<i>Mowing and Herbicide Services (labor & use of city mower) 43K</i>				
				<i>Offender Services - vegetation management (contract labor) 1.5 K</i>				
				<i>Depreation Services 1K</i>				
	546	50	480	Repairs to Buildings (FBO, A, B, C Row install/maint. Gutters; Roof and Door Repair, Painting)	4,324.00	21,250.00	6,766.00	25,000.00
	546	50	481	Repairs to Landing Field	19,239.00	78,450.00	0.00	27,000.00
				<i>Brush and Tree clearing: South runway brush clearing - 5K</i>				
				<i>Pavement striping: Runway, parking striping 2K</i>				
				<i>Asphalt Crack Seal; Airport Office: Pave Westside taxiway, gate entrance, FBO parking overlay 15K</i>				
				<i>Cracksealing Farwest 5K</i>				
	546	50	487	Repairs to Electrical (runway lighting; hangar lighting/electrical)	4,020.00	5,000.00	5,270.00	2,500.00
	546	50	488	Repairs to mowing Equipment	4,165.00	750.00	933.00	1,000.00
	546	50	489	Vehicle Maintenance (oil, maintenance, repairs license tab - 2008 Nissan Truck)	1,303.00	200.00	43.00	1,500.00
	546	70	440	Advertising / Promotions (website, signs, promotional materials)	1,193.00	650.00	35.00	1,500.00

546	80	310	Operating Supplies (PAPI lightbulbs, paint, small hardware, herbicides)	4,406.00	4,000.00	1,885.00	4,000.00
546	80	311	Safety Supplies - (Decoys, Signing, Windsocks, Fire extinguishers)	770.00	1,000.00	77.00	1,000.00
546	80	320	FUEL (for airport vehicle & mowing)	2,516.00	200.00	871.00	1,500.00
546	80	350	Small Tools and Equipment	52.00	100.00	0.00	100.00
546	80	460	Property Insurance	20,936.00	19,200.00	14,882.00	21,000.00
			<i>1. Hiscox Director's and Officers Liability \$3,386 (Board, mngr, employee)</i>				
			<i>2. Fournier Group Mutual of Enum. \$848 (Airport vehicle)</i>				
			<i>3. Fournier Group ACE Property Insurance - \$8,600 (aviation general liability)</i>				
			<i>4. Fournier \$2,048 (UST - \$1,948) (Terrorism -\$100)</i>				
			<i>5. WCIA Property-\$3,050 and employee \$3,000</i>				
			<i>WCIA Property (City of Kelso)</i>				
546	80	471	Electricity	8,630.00	9,500.00	4,851.00	10,000.00
546	80	472	Garbage/Water/Stormwater Management	15,571.00	10,000.00	5,953.00	10,500.00
546	80	473	Sanitation	2,137.00	2,200.00	704.00	2,300.00
546	80	490	Miscellaneous (misc., \$700 annual BNSF easement cost)	1,384.00	6,350.00	782.00	3,000.00
594	11	001	CIP Stopway	94,017.00	377,607.00	4,912.00	335,000.00
594	15	001	Airport Talley Way Fencing and Security Gate	29,554.00	204,650.00	62,018.00	25,000.00
582	46	771	Note Payable Longview (final payment)	0.00	20,000.00	20,069.00	0.00
594	15	002	Airport Beacon Tower Replacement	24,061.00	195,308.00	66,544.00	100,000.00
594	15	003	Airport Sullivan Hangar Demolition	31,701.00	227,574.00	110,706.00	100,000.00
594	16	001	Airport AGIS Survey	0.00	0.00	0.00	121,000.00
594	16	002	Airport Wildlife Study & Management Plan	0.00	0.00	0.00	165,000.00
594	46	640	Equipment Purchase (replace small riding lawnmower)	0.00	0.00	0.00	3,500.00
594	46	630	Underground Storage Tanks (Annual Bus. Lic. Renewal \$491; Annual tightness compliance \$800; 3-yr cathodic protection inspection by PCS \$1,300 budget for 2018)	2,670.00	3,500.00	19,350.00	1,300.00
			AIRPORT TOTAL EXPENDITURES	\$603,275.00	\$1,421,139.00	\$454,157.00	\$1,298,300.00

Note

Capital Expenditures

Southwest Washington Regional Airport Operating Board

Airport Fund 2017 Budget -- Revenue (1) -- Fund 602 Dept: 59

602 59	BASU	ELE	OBJ	Account Description	2015 Actual	2016 Budget	2016 Thru July	2017 Proposed
	308	00	00	Beginning Fund Balance	0.00	46,000.00	0.00	0.00
	317	20	00	Leasehold Excise -- Leasehold excise from State	4,084.00	4,000.00	2,418.00	4,200.00
	317	90	00	Fuel Tax	0.00	1,000.00	0.00	0.00
	330	00	01	Intergovt - City of Kelso (3)	71,250.00	76,000.00	76,000.00	76,000.00
	330	00	00	Intergovt - Cowlitz County (3)	71,250.00	76,000.00	76,000.00	76,000.00
	330	00	02	Intergovt - City of Longview (3)	71,250.00	76,000.00	76,000.00	76,000.00
	330	00	03	Intergovt - Port of Longview (3)	96,250.00	92,377.00	76,000.00	76,000.00
	331	20	00	FAA Airport Improvement Grant (Sullivan (100,000), Beacon Tower (100,000), Fence/Gate (25,000))	76,785.00	564,778.00	141,414.00	202,500.00
	334	03	60	WSDOT - Airport Improvement Grant (Sullivan 5,000, Beacon Tower, 5,000, Fence 1,250)	4,266.00	31,377.00	7,856.00	11,250.00
				FAA AIP (90% of 286,000) (AGIS Survey 121,000 and Wildlife Study 165,000)	0.00	0.00	0.00	257,400.00
	334	03	60	WSDOT - Airport Improvement Grant (CIP) (5% of 286,000) (AGIS Survey 121,000 and Wildlife Study 165,000)	0.00	0.00	0.00	14,300.00
	336	00	00	CC Rural Development Grant Stopway (CIP) (2)	91,017.00	331,607.00	3,044.00	335,000.00
	336	00	00	CC Rural Dev & Capital Reserve (5% of Hgr Demo/Beacon/Fence - 11,250); (5% AGIS Survey and Wildlife Study - 14,300)	0.00	0.00	0.00	25,550.00
	361	11	00	Interest Income	695.00	100.00	837.00	100.00
	362	30	01	Tie Down Fees	1,739.00	100.00	600.00	2,100.00
	362	50	00	Hangar Leases	98,537.00	102,000.00	65,916.00	108,500.00
	362	50	01	Land Leases (hgr 56, lifeflight, prime, clary)	7,366.00	13,000.00	12,645.00	25,700.00
	362	60	00	Rentals - Apartment (law enforcement)	7,727.00	6,800.00	3,905.00	7,700.00
	369	90	00	Miscellaneous	1,059.00	0.00	13,154.00	0.00
				Airport Total Revenue	\$603,275.00	\$1,421,139.00	\$555,789.00	\$1,298,300.00

Grants
 Interlocal Subsidies

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

2016 Intersection Reconstruction Close Out
Project #581607

Agenda Item: _____

Dept. of Origin: Community Development/Eng

For Agenda of: August 16, 2016

PRESENTED BY:

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

Cost of Item: \$77,610.10

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Reconciliation Change Order
Final Estimate / Quantities

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).

Work on this project began on June 20, 2016 and ended on June 24, 2016.

FINANCIAL SUMMARY:

This project is funded by monies from this years City Pavement Preservation Program.

Original Contract Amount:	\$75,207.00
Change Orders:	\$(929.50)
Quantity Over/Under Run:	\$3,332.60
Final Contract Amount:	\$77,610.10

RECOMMENDED ACTION:

Staff recommends Council make a motion to closeout the 2016 Intersection Reconstruction Project and authorize release of the retainage bond upon receipt of final approval from the State of Washington Department of Labor and Industries, Department of Revenue, and Employment Security Department.



2016 Intersection Reconstruction

Project # 581607

Final Quantity Reconciliation

August 2, 2016

					Contract		This Estimate				Previous Estimates				Total to Date			
Item	Description	Qty	Unit	Unit Price	Bid Amount	Qty	Unit	Unit Price	Pay Amount	Qty	Unit	Unit Price	Pay Amount	Qty	Unit	Unit Price	Pay Amount	
1	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00		LS	\$ 7,500.00	\$ -	1	LS	\$ 7,500.00	\$ 7,500.00	1	LS	\$ 7,500.00	\$ 7,500.00	
2	Project Temporary Traffic Control	1	LS	\$ 3,700.00	\$ 3,700.00		LS	\$ 3,700.00	\$ -	1	LS	\$ 3,700.00	\$ 3,700.00	1	LS	\$ 3,700.00	\$ 3,700.00	
3	Flaggers	160	HR	\$ 53.00	\$ 8,480.00		HR	\$ 53.00	\$ -	118	HR	\$ 53.00	\$ 6,254.00	118	HR	\$ 53.00	\$ 6,254.00	
4	*Crushed Surfacing Top Course	30	TN	\$ 65.00	\$ 1,950.00		TN	\$ 65.00	\$ -	8.54	TN	\$ * 65.00	\$ 555.10	8.54	TN	\$ * 65.00	\$ 555.10	
5	*Crushed Surfacing Base Course	37	TN	\$ 61.00	\$ 2,257.00		TN	\$ 61.00	\$ -	338.6	TN	\$ * 50.00	\$ 16,928.00	338.56	TN	\$ * 50.00	\$ 16,928.00	
6	Pavement Repair Excavation Incl. Haul	445	SY	\$ 28.00	\$ 12,460.00		SY	\$ 28.00	\$ -	479	SY	\$ 28.00	\$ 13,412.00	479	SY	\$ 28.00	\$ 13,412.00	
7	*HMA for Pavement Repair Cl. 1/2" PG 64-22	325	TN	\$ 110.00	\$ 35,750.00		TN	\$ 110.00	\$ -	156.1	TN	\$ * 170.00	\$ 26,528.50	156.05	TN	\$ * 170.00	\$ 26,528.50	
8	Adjust Manhole	1	EA	\$ 950.00	\$ 950.00		EA	\$ 950.00	\$ -	1	EA	\$ 950.00	\$ 950.00	1	EA	\$ 950.00	\$ 950.00	
9	Plastic Stop Line	12	LF	\$ 55.00	\$ 660.00		LF	\$ 55.00	\$ -	0	LF	\$ 55.00	\$ -	0	LF	\$ 55.00	\$ -	
10	Paint Line	125	LF	\$ 6.00	\$ 750.00		LF	\$ 6.00	\$ -	0	LF	\$ 6.00	\$ -	0	LF	\$ 6.00	\$ -	
11	Temporary Pavement Marking-Short Duration	140	LF	\$ 3.00	\$ 420.00		LF	\$ 3.00	\$ -	140	LF	\$ 3.00	\$ 420.00	140	LF	\$ 3.00	\$ 420.00	
12	Inlet Protection	2	EA	\$ 165.00	\$ 330.00		EA	\$ 165.00	\$ -	1	EA	\$ 165.00	\$ 165.00	1	EA	\$ 165.00	\$ 165.00	
Contract Sub Total					\$ 75,207.00				\$ -			\$ 76,412.60				\$ 76,412.60		
Sales Tax					\$ -			\$ -				\$ -				\$ -		
Original Contract Amount					\$ 75,207.00			\$ -				\$ 76,412.60				\$ 76,412.60		
Change Orders																		
#1	*Renegotiated quantity and unit price	1	LS	\$ (2,127.00)	\$ (2,127.00)		LS	\$ (2,127.00)	\$ -		LS	\$ (2,127.00)	\$ -		LS	\$ (2,127.00)	\$ -	
#2	Geotextile Fabric	479	SY	\$ 2.50	\$ 1,197.50		SY	\$ 2.50	\$ -	479	SY	\$ 2.50	\$ 1,197.50	479	SY	\$ 2.50	\$ 1,197.50	
#3	Reconciliation for qty overrun/underrun	1	LS	\$ 3,332.60	\$ 3,332.60													
Change Order Subtotal					\$ 2,403.10			\$ -				\$ 1,197.50				\$ 1,197.50		
Sales Tax					\$ -			\$ -				\$ -				\$ -		
Change Order Total					\$ 2,403.10			\$ -				\$ 1,197.50				\$ 1,197.50		
Revised Contract Amount					\$ 77,610.10			\$ -				\$ 77,610.10				\$ 77,610.10		
								Retainage \$ -				Retainage \$ 3,880.51				Retainage \$ 3,880.51		
Due to Contractor this Estimate					\$ -			\$ -				Total \$ 73,729.60				Total \$ 73,729.60		

City of Kelso

Advanced Excavating Specialists, LLC

PROJECT MANAGER

DATE

CONTRACTOR

DATE

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Construction Contract Closeout:
Citywide LED Streetlight Conversion Project
Project No. 581501

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: August 16, 2016

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

SUMMARY STATEMENT:

The Citywide LED Streetlight Conversion Project improved the City of Kelso infrastructure while saving energy. This project replaced four-hundred seven (407) streetlight fixtures from high pressure sodium to light emitting diodes (LEDs). The new fixtures were Consortium of Energy Efficiency and Design Lighting Consortium approved and are compliant with International Dark-Sky Association guidelines. The reduced wattages of the LED fixtures will allow the city to pay substantially reduced energy bills. The simple payback is approximately ten (10) years. Repayment of a Kelso inter-departmental loan is being made from cost savings due to lower energy use.

FINANCIAL SUMMARY:

The original contract price was \$508,305. Most of the construction contingency was used to cover additional expenses due to changes in actual streetlights found during the audit and other design changes. The project was under budget by \$1,370.

This project was funded from three sources: 1) an inter-departmental fund loan from the Arterial Street Fund via the Debt Service Fund (previously estimated at \$323,725 but now \$329,295), 2) a grant from the Department of Commerce and 3) a utility incentive from the Cowlitz PUD that was previously estimated at \$61,580 but is now \$54,640. Due to this decrease, an additional \$5,570 is needed to be borrowed from the Arterial Fund. The project remains budget neutral.

Original Contract Amount:	\$508,305.00
Final Contract Amount:	\$506,935.00
Department of Commerce Grant:	\$123,000.00
Cowlitz PUD Utility Incentive:	\$ 54,640.00
Arterial Fund Loan:	\$329,295.00

RECOMMENDED ACTION:

Staff recommends Council make a motion to closeout the Citywide LED Streetlight Conversion Project and authorize release of the retainage bond upon receipt of final approval from the State of Washington Department of Labor and Industries, Department of Revenue, and Employment Security Department.

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

SUBJECT TITLE:

Davis Terrace Water Association Water
Purchase Agreement

Agenda Item: _____

Dept. of Origin: Finance

For Agenda of: August 16th 2016

Cost of Item: _____

PRESENTED BY:

Steve Taylor, City Manager

City Manager: Stephen Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Water Purchase Agreement with Davis Terrace Water Association
1986 Water Purchase Agreement

SUMMARY STATEMENT:

The City's water utility currently provides water to one private district outside the corporate City limits—the Davis Terrace Water Association. The City and Association have been negotiating a new agreement for the terms and conditions of the purchase of water for the Association's use. Recent Council action surplused and conveyed two parcels of property to the Association for \$2,300 on which an Association-owned reservoir and access to the facility were located. The Council also amended KMC Section 13.04.160 to clarify the City's options in setting rates for the provision of water to private water associations located outside City limits.

The attached agreement authorizes the City to provide water to the Association for a ten-year term with automatic five-year renewal periods unless the parties decide to terminate. The City will charge the Association 110% the rates of regular residential customers inside the City limits—the historical rate the City has charged since 1986. The Association owns and is responsible for all water lines, meters, and infrastructure within its service area, and it will also be responsible for backflow prevention and maintenance to ensure adequate protection of the City's water supply. A new backflow prevention device will be installed beyond the City's primary meter no later than October 1st, 2016. In the event either party wishes to terminate, notice of three years is required. However, the City may terminate the agreement and discontinue water provision any time the Association fails to make timely payments or comply with applicable City ordinances, rules, and regulations related to private water systems.

The City has historically had a positive working relationship with the Association. The adoption of a new agreement is necessary to maintain this relationship well into the future.

FINANCIAL SUMMARY:

City will continue to charge the Association 110% of the regular residential rate for water service.

OPTIONS:

1. Move to approve the agreement for the purchase of City water for the Davis Terrace Water Association.
2. Do not approve the agreement.
3. Direct staff to prepare amendments to the agreement and bring back for further consideration.

RECOMMENDED ACTION:

Move to approve the water purchase agreement between the City and the Davis Terrace Water Association.

**AN AGREEMENT BETWEEN THE CITY OF KELSO, WASHINGTON
AND DAVIS TERRACE WATER ASSOCIATION FOR PURCHASE OF
WATER**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, between the City of Kelso, a municipal corporation, hereinafter called the “City”, and Davis Terrace Water Association, a non-profit corporation, hereinafter called “Association” pursuant to the authority set forth in RCW 35.92.200.

I. RECITALS

A. The Association is presently the owner of a 60,000 gallon reservoir located on Cowlitz County parcel number 24337 together with the entire water system owned, installed, and operated by the Association which lies between said reservoir on the East and the connection point on the master meter on the City’s water system which is located at Lot 14, Block 7, Davis Terraces, Corner Coweeman and Grade Street.

B. In accordance with Resolution No. 16-1159 and Ordinance No. 16-3875, the City has authorized the sale of, and by separate agreement is conveying to the Association, Cowlitz County parcel number 24337, together with parcel number 24334, for the Association’s continued use and operation of the Association’s water system.

C. The parties entered into an agreement on or about April 2, 1951, setting forth the terms and conditions under which the Association would purchase water from the City. The agreement expired in 1971; however the Association has continued to purchase water from the City.

D. The parties entered into an agreement on August 5, 1986, setting forth the rates for such water purchases. The agreement expired on August 5, 1987; however the Association continued to purchase water at the rate set forth in that agreement.

E. The City and Association wish to enter into a new agreement to clarify the duties, obligations, and rights of each party and to continue the ongoing relationship whereby the City sells to the Association and the Association buys from the City water to be distributed and consumed to and by the members of the Association.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth below, the City and the Association agree as follows:

II. TERMS AND CONDITIONS

A. Sale of Water. The City shall sell to the Association water for use by the existing and future members of the Association. The City will provide the water through the existing master meter now in service subject to all contingencies and hazards as are experienced by all water customers of the City.

B. Backflow Prevention and Maintenance. On or before October 1st, 2016, the Association shall install a backflow prevention device at the meter to assure adequate protection of the City's water supply. The Association agrees to submit its periodic sanitary surveys to the City as they are completed. The Association further agrees to maintain the water system to the minimum standards imposed by the Washington State Department of Health.

C. Rates. The Association agrees to pay the City for the water provided at the following rates:

The water rate for the Association shall be the rate charged by the City in its most current and effective rate schedule to the regular residential customers inside the City limits multiplied by one hundred and ten percent (110%).

D. Term. The Term of this Agreement shall commence on the effective date set forth above and shall continue for ten (10) years. The Agreement shall renew automatically for additional five (5) year periods unless terminated as provided herein.

E. Ownership. The parties agree that the Association is the owner of the reservoir together with all pipes, lines, connectors, and facilities included in the distribution system lying between the reservoir and the connection to the master meter at Coweeman and Grade Streets. The Association assumes any and all responsibility for installation, maintenance, and general upkeep of said distribution system.

F. Responsibility. The City assumes no responsibility by reason of this Agreement for the contamination of water after the water passes through the master meter into the distribution system of the Association, except to the extent that the contamination is caused by the City.

G. Compliance. The Association agrees to comply with and abide by all applicable provisions of the Kelso Municipal Code pertaining to private water systems.

H. Termination. This Agreement may be terminated by either party by providing three (3) years' written notice of intent to terminate to the other party. In the event of such termination, the parties agree to work together in good faith to reach a resolution that will allow water service to be provided to the customers of the Association. The parties further agree that upon failure of the Association to make any payments due for water service as the same shall become due, or failure to comply with all material city ordinances, rules and regulations related to private water systems, the City may terminate this Agreement and discontinue the provision of water service.

I. Indemnification. Each party shall defend, hold harmless, and indemnify the other party and their officers, elected and appointed officials, employees, and agents from and against any and all claims, lawsuits, penalties, damages, costs or judgements to the extent such claim arises or is caused by the indemnifying party's negligence. In the event of liability for damages arising from concurrent negligence, each party shall be liable only to the extent of the party's negligence. The provisions of this section shall survive the

termination of this Agreement.

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

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

L. Successors in Interest. The covenants, agreements, and conditions herein shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

M. No Waiver. Failure or delay of the City to declare a breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

DATED this _____ day of _____, 2016.

AGREEMENT - WATER, RATES

This Agreement made this 5th day of August, 1986, between the City of Kelso, a municipal corporation, hereinafter called "City", and Davis Terraces Water Association, a non-profit corporation, hereinafter called "Association",

WITNESSETH:

WHEREAS, the Association has in service a water distribution system in the area known as Davis Terraces lying primarily outside the limits of the City of Kelso and is currently receiving water service from the City; and

WHEREAS, the parties desire to fix the rates to be charged for delivery of water to the Association for the specific period of time set forth in this Agreement; NOW, THEREFORE,

In consideration of the mutual benefits to the parties hereto, it is agreed that the City will continue to furnish water to the Association through the master meter now in service subject to all contingencies and hazards as are experienced by all water customers of the City.

The Association agrees to pay the rate charged to regular customers inside the City limits multiplied by 110 percent. In the event such rates are changed during the term of this Agreement, the rates for said service shall be revised in accordance with the foregoing formula.

It is understood and agreed that this contract is intended to establish the rates to be charged by the City to the Association during its term. All other legal relationships between the parties shall be governed by the ordinances, rules, and regulations which apply to substantially all customers of the City's water utility.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Award Contract for:
N. 12th Ave Sewer Replacement
Project #591506

Agenda Item: _____

Dept. of Origin: Community Development/Eng

For Agenda of: August 16, 2016

PRESENTED BY:

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

Cost of Item: \$438,541.60

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Bid Tabulation

SUMMARY STATEMENT:

The project consists of the construction of approximately 396 linear feet of 8-inch ductile sanitary sewer pipe, 481 linear feet of 8-inch PVC sanitary sewer pipe, jack and bore of 160 linear feet of 24-inch casing and 8-inch PVC carrier pipe, 286 linear feet of 6-inch PVC sanitary sewer pipe (side sewers), five (5) 48-inch manholes, connection of the sanitary sewer pipe to new manholes, and the connection of new side sewers in the public right-of-way to existing private side sewers with testing tees and cleanouts at the property line, and all required appurtenances. The project also includes 91 linear feet of 10-inch ductile iron storm sewer pipe, one (1) combination inlet, connection of new storm sewers to existing storm sewer pipe, one (1) storm sewer cleanout, a storm sewer outfall, and all required fittings and appurtenances.

Two bids were received for this project with a high bid of \$525,039.84 and a low bid of \$438,541.60. Brookhart Excavation, LLC. submitted the qualified low bid of \$438,541.60.

FINANCIAL SUMMARY:

This project is funded from the Sewer Capital Reserve Fund and the qualified low bid is \$29,755.04 below the Engineer's Estimate of \$468,296.64.

RECOMMENDED ACTION:

Staff recommends that the City Council award the project to the lowest qualified bidder, Brookhart Excavation, LLC, in the amount of \$438,541.60.

BID TABULATION
12th Ave N. Sewer Replacement
 Project #591506
 August 2, 2016 10:00 am



Item No.	Spec	Description	Quantity	Unit	ENGINEER'S ESTIMATE		BROOKHART EXCAVATION		AES	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1-09.7	Mobilization	1	LS	\$ 32,119.00	\$ 32,119.00	\$ 16,324.00	\$ 16,324.00	\$ 35,000.00	\$ 35,000.00
2	1-10.5(1)	Project Temporary Traffic Control	1	LS	\$ 7,872.00	\$ 7,872.00	\$ 2,750.00	\$ 2,750.00	\$ 13,600.00	\$ 13,600.00
3	2-01.5	Clearing and Grubbing	1	LS	\$ 1,958.00	\$ 1,958.00	\$ 5,720.04	\$ 5,720.04	\$ 4,150.00	\$ 4,150.00
4	2-02.5	Removal of Manholes	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 638.00	\$ 1,914.00	\$ 2,500.00	\$ 7,500.00
5	4-04.5	Crushed Surfacing Top Course	1,413	TON	\$ 35.00	\$ 49,440.00	\$ 20.00	\$ 28,260.00	\$ 24.00	\$ 33,912.00
6	5-04.5	HMA for Pavement Repair Cl. 1/2" PG 64-22	105	TON	\$ 200.00	\$ 21,000.00	\$ 225.00	\$ 23,625.00	\$ 220.00	\$ 23,100.00
7	5-05.5	Cement Concrete Pavement	77	SY	\$ 600.00	\$ 46,200.00	\$ 55.00	\$ 4,235.00	\$ 120.00	\$ 9,240.00
8	5-06.5	Temporary Asphalt Pavement Restoration, 2 In Depth	313	SY	\$ 30.00	\$ 9,390.00	\$ 18.00	\$ 5,634.00	\$ 25.00	\$ 7,825.00
9	7-04.5	Ductile Iron Storm Sewer Pipe 8 In. Diam.	3	LF	\$ 45.00	\$ 135.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00
10	7-04.5	Ductile Iron Storm Sewer Pipe 10 In. Diam.	91	LF	\$ 35.00	\$ 3,185.00	\$ 130.00	\$ 11,830.00	\$ 70.00	\$ 6,370.00
11	7-04.5	Testing Storm Sewer Pipe	94	LF	\$ 10.00	\$ 940.00	\$ 14.00	\$ 1,316.00	\$ 5.00	\$ 470.00
12	7-05.5	Manhole 48 In. Diam., Sanitary	5	EA	\$ 3,000.00	\$ 15,000.00	\$ 6,600.00	\$ 33,000.00	\$ 4,300.00	\$ 21,500.00
13	7-05.5	Combination Inlets	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 1,712.00	\$ 1,712.00	\$ 1,900.00	\$ 1,900.00
14	7-05.5	Connection to Existing Manhole	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,320.00	\$ 1,320.00	\$ 2,300.00	\$ 2,300.00
15	7-08.5	Shoring	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00	\$ 14,450.00	\$ 14,450.00
16	7-08.5	Construction Surveying	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,850.00	\$ 3,850.00	\$ 5,300.00	\$ 5,300.00
17	7-08.5	Foundation Material	100	CY	\$ 65.00	\$ 6,500.00	\$ 24.00	\$ 2,400.00	\$ 87.00	\$ 8,700.00
18	7-08.5	Exploratory Excavation	6	EA	\$ 100.00	\$ 600.00	\$ 385.00	\$ 2,310.00	\$ 400.00	\$ 2,400.00
19	7-08.5	Connect to Existing Sewer Main	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,650.00	\$ 4,950.00	\$ 800.00	\$ 2,400.00
20	7-08.5	Filling Abandoned Pipes	3	CY	\$ 350.00	\$ 904.00	\$ 916.00	\$ 2,748.00	\$ 900.00	\$ 2,700.00
21	7-17.5	Ductile Iron Sanitary Sewer Pipe 8 In. Diam.	396	LF	\$ 40.00	\$ 15,840.00	\$ 73.00	\$ 28,908.00	\$ 130.00	\$ 51,480.00
22	7-17.5	PVC Sanitary Sewer Pipe 8 In. Diam.	481	LF	\$ 30.00	\$ 14,430.00	\$ 82.00	\$ 39,442.00	\$ 115.00	\$ 55,315.00
23	7-17.5	PVC Sanitary Sewer Pipe 6 In. Diam.	286	LF	\$ 20.00	\$ 5,720.00	\$ 92.00	\$ 26,312.00	\$ 102.00	\$ 29,172.00
24	7-17.5	Sewer-Water Crossing	2	EST	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00
25	7-17.5	Testing Sewer Pipe	1,163	LF	\$ 10.00	\$ 11,630.00	\$ 6.00	\$ 6,978.00	\$ 6.00	\$ 6,978.00
26	7-18.5	Locate Side Sewers	5	EA	\$ 500.00	\$ 2,500.00	\$ 660.00	\$ 3,300.00	\$ 500.00	\$ 2,500.00
27	7-19.5	Sewer Cleanout	16	EA	\$ 1,000.00	\$ 16,000.00	\$ 550.00	\$ 8,800.00	\$ 125.00	\$ 2,000.00
28	8-01.5	Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,480.00	\$ 2,480.00	\$ 7,600.00	\$ 7,600.00
29	8-02.3	Topsoil, Type C	83	SY	\$ 250.00	\$ 20,750.00	\$ 26.00	\$ 2,158.00	\$ 20.00	\$ 1,660.00
30	8-02.3	Bark Mulch	11	SY	\$ 25.00	\$ 275.00	\$ 33.00	\$ 363.00	\$ 70.00	\$ 770.00
31	8-02.3	Seeded Lawn Installation	72	SY	\$ 10.00	\$ 720.00	\$ 11.00	\$ 792.00	\$ 18.00	\$ 1,296.00
32	8-15.5	Quarry Spalls	6	CY	\$ 200.00	\$ 1,200.00	\$ 46.00	\$ 276.00	\$ 135.00	\$ 810.00
33	8-26.5	Jack and Bore	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 91,000.00	\$ 91,000.00	\$ 81,600.00	\$ 81,600.00
34	8-26.5	Steel Casing Lateral Cut-In	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 1,650.00	\$ 3,300.00	\$ 3,700.00	\$ 7,400.00
35	8-26.5	Hand Tunneling	1	EST	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
BID SUB TOTAL:						\$ 433,608.00		\$ 406,057.04		\$ 486,148.00
SALES TAX:						\$ 34,688.64		\$ 32,484.56		\$ 38,891.84
BID TOTAL:						\$ 468,296.64		\$ 438,541.60		\$ 525,039.84

* Miscalculation on amount. Bid form shows \$2,450

AGENDA SUMMARY SHEET

AGENDA ITEM: Discussion for
Washington State's Business Licensing
Service (BLS).

AGENDA ITEM # _____

FOR AGENDA OF: 8/16/2016

ORIGINATING DEPT: Finance

DATE SUBMITTED: 8/11/2016

COST OF ITEM: _____

AMT. BUDGETED _____

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

SUBMITTED BY: Brian Butterfield,
Finance Director

AGENDA ITEM PAPERWORK:

See attached Sample Interlocal Agreement and Brochure

SUMMARY STATEMENT

Washington States Business Licensing Service (BLS) is an innovative solution to streamline business licensing and registration. BLS is a "one-stop shop" and service center for processing and issuing state and city business registrations.

After waiting two years, Kelso is currently at the top of the list for partnership in this program.

Staff is looking for Council's direction on whether or not to move forward with this interlocal agreement with BLS.

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement (“Agreement”) is entered into between the parties identified below:

State of Washington Department of Revenue Business Licensing Services (“Revenue”)	_____ _____ _____ (“Partner”)
--	--

Mailing Address	PO Box 47475 Olympia, WA 98504-7475 _____ _____
-----------------	--

Delivery Address	6500 Linderson Way SW, Ste 102 Tumwater, WA 98501 _____
------------------	---

Contact Person:	Maria Moore Phone: (360) 705-6641 FAX: (360) 705-6699 E-Mail: mariam@dor.wa.gov	_____ Phone: _____ FAX: _____ E-Mail: _____
-----------------	---	--

II. Purpose.

The purpose of this Agreement is to establish the terms under which the Business Licensing Services Division of the Department of Revenue will act as Partner’s agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner’s licensing or other regulatory activities. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

III. Effective date.

This Agreement is effective as of (*check one*): (mm/dd/yyyy).
 the date of the last signature of the parties.

IV. Services provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner’s business licensing and/or other regulatory activities.
- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner’s license endorsement as authorized by Partner.
- Provide routine reports on Partner’s business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

V. Partner obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
 - The Business License Application and other forms and processes established by Revenue;
 - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
 - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and on-line services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.
- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and /or collecting fees related to Partner's licensing or other regulatory activities.
- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.
- The Partner shall reimburse Revenue for Partner's share of mainframe charges from the Department of Enterprise Services. Partner's share includes per inquiry/entry charge for access and usage of the BLS system, costs required to transmit Word document reports, and costs associated with ad hoc reports requested (if any).

VII. Billing procedures.

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

VIII. Confidentiality and data sharing.

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

IX. Term and Termination.

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party.

X. Disputes.

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous.

- A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. **Interpretation.** This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.

- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington
Department of Revenue
Business Licensing Services

Partner

Date

Date

Template approved as to form

Approved as to form

ON FILE

Rebecca Glasgow,
Assistant Attorney General for Washington State

Date

EXHIBIT A

CONFIDENTIALITY AND DATA SHARING

1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share Confidential Licensing Information pursuant to the BLS Agency Partnership Agreement (the "Agreement").

2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1) (b) and includes, but is not limited to, any information included in the master applications, renewal applications, and master licenses under the business licensing service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

3. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure, all Confidential Licensing Information received under the Agreement.

- A. **Ensuring Security:** Partner and Revenue shall each establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all Confidential Licensing Information received by it under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Electronic Security:** Partner's electronic security policies, procedures, and safeguards must be at least as stringent as those set forth in *Washington's Standard for Securing Information Technology Assets*, OCIO Standard No. 141.10, as amended from time to time.
- C. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for Confidential Licensing Information. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

4. Statutory Prohibition Against Disclosure; Secrecy Affidavit.

- A. **Criminal Sanctions.** RCW 19.02.115 prohibits the disclosure of Confidential Licensing Information, except as expressly authorized by RCW 19.02.115. It is a misdemeanor for any person acquiring Confidential Licensing Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115. Additionally, if the person is a state officer or employee, the person must forfeit such office or employment and is incapable of holding any public office or employment in Washington for a period of two years thereafter.
- B. Partner will require employees with access to Confidential Licensing Information to sign a copy of the secrecy affidavit attached at Exhibit B.

5. Authorized Use, Access, and Disclosure

- A. **Permitted Uses:** Confidential Licensing Information may be used for official purposes only.
- B. **Permitted Access:** Confidential Licensing Information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- C. **Permitted Disclosure:** Confidential Licensing Information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - permitted under an express disclosure exception in RCW 19.02.115;

- ordered under any judicial or administrative proceeding; or
 - otherwise expressly authorized by Revenue in writing.
- D. Public Records Requests: In the event that Partner reasonably believes that it must disclose information pursuant a Public Records Request, and Partner is prohibited from disclosing such information under the terms of this Agreement, Partner must give notice to DOR of its intention to disclose. The notice shall be provided at least 14 business days in advance of disclosure, the notice shall contain a copy of the public records request, and the notice shall reasonably identify the information that Partner believes is prohibited from disclosure under this Agreement.

6. Breach of Confidentiality

In the event of any use, access, or disclosure of by Partner or its employees or agents in material violation of the confidentiality terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information, however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

7. Ownership and Retention of Records

Records furnished to Partner in any medium remain the property of Revenue. However, except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with its own electronic information and document retention policies.

****end****



One-stop business licensing for Washington

Great news for local governments

- Business Licensing Service (BLS) is a self-funded state program providing efficient service with measurable results for your city's regulatory work.
- We process more than 125,000 applications and more than 425,000 renewals each year to serve 10 state agencies and more than 60 cities.
- More than \$50 million is collected and distributed to cities and state agency programs without programming or expense for partners.
- Our new web-based system lets you search for local business information and easily create custom reports.
- BLS offers local control, streamlined service and cost savings.

Business Licensing Service

Washington State
Department of Revenue

PO Box 49034
Olympia WA 98504

(360) 705-6777
dorblspartner@dor.wa.gov



Partnering for better business licensing

Business.wa.gov/bls
1-800-451-7985

“The BLS ‘one-stop shop’ is an enterprising and evolving solution that we hope expands to other cities. Combining city licensing with agency registrations into one step saves businesses time so they can focus on what they do best – growing jobs and the economy.”

~Gary Chandler, Vice President of Government Affairs,
Association of Washington Business

“We’re building a world-class state and city licensing portal.”

~ Vikki Smith, Director,
Department of Revenue

Make business licensing easier for your local business community.

One-stop online business licensing

Washington's Business Licensing Service provides a user-friendly online portal for state and local business licensing.

Benefits of BLS include:

- Intuitive licensing "wizard" for applicants
- Fast online application and renewal
- Multiple payment options
- City limits locator (GIS) to ensure licensing with the appropriate city
- On-demand license printing
- No trip to city hall
- Toll-free customer service: 1-800-451-7985

More than 90 percent of businesses apply for and renew their licenses online.

Businesses pay a \$19 application fee and an \$11 renewal fee.

"We had twice as many applications coming in because it's so much easier. Our customers tell us they like it."

~Stephanie Tonellato, Customer Service Manager, City of Lacey

Ease the workload at city hall

BLS issues more than 300 Washington license endorsements, including support for more than 60 cities statewide.

Our team:

- Processes all applications and renewals
- Issues and mails licenses
- Collects your licensing fees
- Follows up on missing payments and information

Cities retain local control

As a BLS city partner, you will continue to:

- Approve or deny endorsements
- Close businesses that are out of compliance

"It is always a pleasure to work with your office."

~ Tara Niemela, Accounting Clerk, City of Carnation

Your city signs up for free

BLS is the "one-stop shop" for business registrations, corporate registrations and city licensing in Washington. The service is provided at no charge to all local governments.

Learn more

Contact us today to learn more about the benefits of partnership!

(360) 705-6777

dorblspartner@dor.wa.gov

"Our revenues increased 15 percent in the first year. With BLS we're able to identify our businesses and their employees more easily."

~ Carrie Lewellen, Business Manager, City of Vancouver

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

1st Reading Adopting Ordinance
2015 Building Code Adoption, updating KMC
15.03 Construction Administrative Code and KMC
15.04 Property Maintenance Code

Agenda Item: 2015 Building Code Adoption

Dept. of Origin: Community Development

For Agenda of: August 16, 2016

Cost of Item: \$0.00

PRESENTED BY:

Mike Kardas, P.E.
Community Development Director

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Ordinance
Attachment A, Proposed 2015 Building Code Adoption

SUMMARY STATEMENT:

During the recent State legislative session the 2015 International Building Code and related documents were adopted. Staff is proposing the adoption of the new codes with corrections for our local administrative procedures and building conditions.

RECOMMENDED ACTION:

Staff recommends council approve the proposed Ordinance of the 2015 Building Code KMC 15.03 and KMC 15.04 as presented on first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE 10-3734, CODIFIED AS KMC CHAPTER 15.03 and KMC CHAPTER 15.04, TO REPLACE THE VARIOUS 2012 INTERNATIONAL BUILDING CODES AND 2012 INTERNATIONAL FIRE CODE WITH THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODES AND 2015 INTERNATIONAL FIRE CODE RECENTLY ADOPTED BY THE WASHINGTON STATE BUILDING CODE COUNCIL AS SET FORTH HEREIN.

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

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

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

SECTION 1. That Ordinance 10-3734, codified as Kelso Municipal Code 15.03 and Kelso Municipal Code 15.04 are hereby repealed and replaced with the new Chapter 15.03 and Chapter 15.04 attached as 'Exhibit A'.

SECTION 2. This ordinance shall be in full force and effect from and after October 1, 2016, and after its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2016.

MAYOR

ATTEST/AUTHORIZATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Chapter 15.03

CONSTRUCTION ADMINISTRATIVE CODE

Sections:

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

15.03.020 International Building Code adopted.

The 2015~~2~~ Edition of the International Building Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-50 WAC, as published by the International Code Council, is hereby adopted, together with the following amendments:

Section 111.3.1 Bonding

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

Section 113.1.1 Hearing Examiner

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

- A. Appendix G, “Flood-Resistant Construction”; and
- B. Appendix H, “Signs,” except amend H101.2(1), Signs exempt from permit. Painted nonilluminated signs not connected to or painted directly on a structure; and
- C. Appendix I, “Patio Covers”; and
- D. Appendix J, “Grading,” as amended; and
- E. Appendix E, “Supplementary Accessibility Requirements.”

Section J 102.1 Additions to Definitions.

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

“Soils Engineer” – is an engineer experienced and knowledgeable in the practice of soils engineering (geotechnical engineering).

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

Section J 103.2 Additions to Exempted Work.

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

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

Section J 104.2 Additions to Site Plan Requirements.

All sites should be designed to the extent feasible to limit disturbance, preserve vegetation, preseve topsoils, and preserve areas of existing infiltration.

Section J 104.5 Grading Designation.

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

Section J 104.6 Engineering Grading Requirements.

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

Specifications shall contain information covering construction and material requirements.

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

The plans shall include the following information:

1. General vicinity of the proposed site.

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

Section J 104.7 Soils Engineering Report.

The soils engineering report required by Section J 104.6 shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes.

Section J 104.8 Engineering Geology Report.

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

Section J 104.9 Regular Grading Requirements.

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

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

Section J 104.10 Issuance.

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

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

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.030 International Residential Code adopted.

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

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

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

C. Appendix H, “Patio Covers”; and

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

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

Roof Snow Load:	25 psf
Wind Speed:	85 mph, 110 mph 3-second gust IRC Section 301.2
Seismic Design Category:	D1
Subject to Damage from Weathering:	Moderate
Frost Line Depth:	6+2 inches
Subject to Damage from Termite:	Slight to Moderate
Subject to Damage from Decay:	Slight to Moderate
Winter Design Temperature:	20 Degrees F
Ice Shield Underlayment Required:	N/A
Air Freezing Index:	N/A
Mean Annual Temperature:	50 Degrees F

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.040 International Existing Building Code adopted.

The 201~~5~~² Edition of the International Existing Building Code, as published by the International Code Council, is hereby adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.045 Washington State Historic Building Code adopted.

The Washington State Historic Building Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-19 WAC, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.050 International Mechanical Code adopted.

The 2015² Edition of the International Mechanical Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-42 WAC, as published by the International Code Council, is adopted with Appendix A, “Chimney Connector Pass-Throughs.” (Ord. 3802 § 1 (Exh. A), 2013)

15.03.060 National Fuel Gas Code (NFPA 54) adopted.

The National Fuel Gas Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.070 Liquefied Petroleum Gas Code (NFPA 58) adopted.

The Liquefied Petroleum Gas Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.080 International Fuel Gas Code adopted.

The 2015² Edition of the International Fuel Gas Code (IFGC), as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.090 International Fire Code adopted.

The 2015² Edition of the International Fire Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-54 WAC, as published by the International Code Council, is adopted.

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.100 IFC referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in IFC Chapter 45 and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.110 Uniform Plumbing Code adopted.

The 2015² Edition of the Uniform Plumbing Code (UPC), as adopted and hereafter amended by the State Building Code Council in Chapters 51-56 and 51-57 WAC, as published by the International Association of Plumbing and Mechanical Officials (IAPMO), is adopted with Appendices A, “Recommended Rules for Sizing the Water Supply System”; B, “Explanatory Notes on Combination Waste and Vent System”; and I, “Installation Standards.” Chapter 12, “Fuel Piping”; Chapter 15, “Firestop Protection”; and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.120 Washington State Energy Code adopted.

The 2015² Washington State Energy Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-11 WAC, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.130 Washington State Ventilation and Indoor Air Quality Code adopted.

The Washington State Ventilation and Indoor Air Quality Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-13 WAC, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.144 Uniform Code for the Abatement of Dangerous Buildings adopted.

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

CHAPTER 3

DEFINITIONS

SECTION 301

GENERAL

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

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

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

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

CHAPTER 8

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801

GENERAL

801.1 Procedure.

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

801.2 Costs.

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

SECTION 802

COMMUNITY CLEANUP FUND.

802.1 General.

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

802.2 Maintenance of Fund.

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

CHAPTER 9

RECOVERY OF COST OF REPAIR
OR DEMOLITION

SECTION 901

ACCOUNT OF EXPENSE, FILING OF REPORT

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

SECTION 912

REPAYMENT OF COMMUNITY CLEANUP FUND

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

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.146 Uniform Housing Code adopted.

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

CHAPTER 10

SUBSTANDARD BUILDINGS

SECTION 1001

DEFINITION

1001.1 General.

Any building or portion thereof that is determined to be an unsafe building in accordance with the Construction Administrative Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers

the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard buildings.

CHAPTER 15

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 1501

GENERAL

1501.1 Procedure.

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

1501.2 Costs.

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

SECTION 1502

COMMUNITY CLEANUP FUND

1502.1 General.

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

1502.2 Maintenance of Fund.

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

CHAPTER 16

RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 1601

ACCOUNT OF EXPENSE, FILING OF REPORT

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

SECTION 1612

REPAYMENT OF COMMUNITY CLEANUP FUND

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

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.150 Documents to be filed and available for public inspection.

The codes, appendices, and standards set forth in this chapter shall be on file in the department of community development and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.160 Violation—Penalty.

It shall be a gross misdemeanor for any person, organization, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this chapter. Every day or portion thereof during which any violation of this chapter occurs or continues shall constitute a separate offense. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.170 Fees.

Permit fees, except electrical permit fees, shall be assigned by means of a resolution duly passed by the Kelso city council. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.180 Plan review fees.

When submitted documents are required by the administrative chapter of each code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee for International Residential Code permits shall be sixty-five percent of the building permit fee and for International Building Code permits shall be seventy percent of the building permit fee as established by resolution of the city council. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees. (Ord. 3802 § 1 (Exh. A), 2013)

Chapter 15.04

PROPERTY MAINTENANCE CODE

Sections:

- 15.04.010 International Property Maintenance Code adopted—Purpose.
- 15.04.020 Amendments to International Property Maintenance Code.
- 15.04.030 Severability.

15.04.010 International Property Maintenance Code adopted—Purpose.

That a certain document, one copy of which is on file in the office of the city clerk of the city of Kelso, being marked and designated as the International Property Maintenance Code, 201~~52~~ Edition, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city of Kelso, in the state of Washington, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the city of Kelso are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 15.04.020. (Ord. 3849 § 2 (Exh. B), 2015)

15.04.020 Amendments to International Property Maintenance Code.

The following sections of the International Property Maintenance Code, 201~~52~~ Edition, as adopted in Section 15.04.010 are hereby amended as follows:

Section 101.1, Title, is amended to read as follows:

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

Section 101.3, Intent, is amended to read as follows:

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be declared a public nuisance and shall be abated by repair, rehabilitation, vacation, demolition or removal as to provide a minimum level of health, welfare and safety as required herein. This code is an exercise of the City’s police power, and it shall be liberally construed to effect this purpose.

Section 102.1, General, is amended to read as follows:

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern. When conflicts occur between this code and the Kelso Municipal Code, the Kelso Municipal Code requirements shall govern.

Section 102.3, Application of other codes, is amended to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, the National Electrical Code and other applicable codes as

adopted by this jurisdiction. Nothing in this code shall be construed to cancel, modify or set aside any provision of KMC Title 17, Planning and Zoning.

Section 103.1, General, is amended to read as follows:

103.1 General. This code shall be administered by the Community Development Department and the executive official in charge thereof shall be known as the code official.

Sections 103.2, Appointment; 103.3, Deputies; and 103.4, Liability, are deleted.

Section 103.5, Fees, is amended to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as set by resolution of the City Council.

Section 107.2, Form, is amended to read as follows:

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with Chapter 8.24 KMC and 1.50.

Section 107.3, Method of service, is amended to read as follows:

107.3 Method of service. Notice and orders shall be served in accordance with Chapter 8.24 KMC and 1.50.

Section 107.5, Penalties, is amended to read as follows:

107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in KMC 8.24, KMC 15.03 and KMC 1.50.

Section 109.6, Hearing, is amended to read as follows:

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the hearings examiner, be afforded a hearing as described in this code.

Section 111.1, Application for appeal, is amended to read as follows:

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal in accordance with Chapter 8.24 KMC.

Sections 111.2, Membership of board; 111.3, Notice of meeting; 111.4, Open hearing; 111.5, Postponed hearing; 111.6, Board decision; 111.7, Court review; and 111.8, Stays of enforcement, are deleted.

Section 201.3, Terms defined in other codes, is amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, KMC Title 17 – Planning and Zoning, International Plumbing Code, International Mechanical Code, International Residential Code, the National Electrical Code or other applicable codes as adopted by this jurisdiction, such terms shall have the meanings ascribed to them as stated in those codes.

Section 201.5, Parts, is amended to read as follows:

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit,” “story,” “structure” or “vehicle” are

stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

Section 202. The following definitions are hereby added or amended to read as follows:

ATTRACTIVE NUISANCE. All premises within the city which cause the circumstance and/or condition that would reasonably attract any person and such circumstance and/or condition which may constitute a danger to the person(s). Attractive nuisances include, but are not limited to, unused or abandoned refrigerators, freezers or other such large appliances or equipment or any parts thereof; any structurally unsound or unsafe fence or building edifice; any unsecured or abandoned excavation pit, well, cistern, storage tank or shaft; any collection of scrap lumber, trash, vegetation or other similar items; or unattended machinery or equipment, unsecured, abandoned or vacant buildings, open and unattended vehicles or vehicle trunks, or other similar unguarded conditions or situations that would injure or cause injury to any person(s).

CAR COVER. A cover that is specifically manufactured and commercially retailed for the purpose of covering a vehicle. This cover can be a cover designed for the specific vehicle or type of vehicle or may be designed for a generic vehicle. The cover must be completely opaque, conceal the vehicle entirely and be securely fastened at all times. Generic tarps are not a permitted car cover.

DIRT AND FILTH. Dirt and filth means and includes, but is not limited to, floor, sidewalk, street and other surface sweepings; discards from vacuum cleaners; soot; ashes; matter removed from gutters and downspouts; accumulations of dust, residue from fire other than soot and ashes; hair from humans and animals; and all other discarded, unused and seemingly worthless goods and commodities not otherwise described in this chapter.

DRIVEWAY. The driveway is the permitted surfaced roadway leading from the public right-of-way to a legal parking space.

GARBAGE. Waste and residue from the preparation, cooking and dispensing of food, and from the handling, storage and sale of food and food products including, but not limited to, discarded food wrappings and containers, paper, plastic and metal products used or intended for use in connection with the storage, sale, preparation or “clean-up” relating to food items; egg shells; used coffee grounds; used tea bags; meat trimmings; entrails of animals, poultry or fish; offal; medical wastes including bandages, syringes, medicines, plaster or other casts; and decomposed putrid material; whether such items are alone or in combination with other materials.

GRAFFITI. The writing, painting, or drawing of any inscription, figure, or mark of any type on any public or private building or other structure or any real or personal property owned by any other person unless that person has given permission to the perpetrator for such conduct.

ILLICIT DISCHARGE. Any direct or indirect discharge to the stormwater drainage system that is not composed entirely of stormwater.

INOPERABLE VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

JUNK. Scrapped, broken, or neglected items and materials. Junk includes items such as plastic, cloth, glass, rags, paper or metals that can be converted into usable articles or stock, or articles that have outlived their usefulness in their original form. Examples of “junk” include, but are not limited to, empty bottles and jars; empty metal, plastic or paper products; discarded engine or motor parts; automobile and truck parts of all descriptions; used tires, wheels and inner tubes; discarded batteries; cardboard; discarded and/or pre-used building

materials; discarded and/or pre-used electrical and plumbing materials; broken pieces of concrete; discarded, broken, or neglected electrical, gas or hand-operated appliances; previously used packing materials; discarded, broken, or neglected household goods and furnishing; or any household item located outdoors that is designed for indoor use; as well as parts and pieces of any of the foregoing.

JUNK VEHICLES. Any vehicle meeting at least three (3) of the following requirements: (a) Is three years old or older; (b) Is extensively damaged, such damage including but not limited to any of the following: a broken window or windshield, or missing wheels, tires, motor, or transmission; (c) Is apparently inoperable; or (d) Has an approximate fair market value equal only to the approximate value of the scrap in it.

LANDOWNER. A legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

LITTER. Tangible personal property which has been unlawfully scattered and/or abandoned in a public place, typically outdoors, as a form of solid waste – material which, if thrown or deposited, creates a danger to public health, safety and welfare. Litter is further defined as either hazardous, reusable, recyclable, non-hazardous, or non-usable material. Litter includes, but is not limited to, polystyrene foam, plastics, cigarette butts, candy and gum wrappers, paper towels, food wastes, chip bags, aluminum and steel beer/soda cans, leather, rubber, clothing, textiles, wood, glass, metal, abandoned tires, vehicle parts, or other such debris that has fallen onto a public right-of-way as a result of negligent litter; litter from trash-hauling vehicles, unsecured loads, or construction sites.

PLANTING, PARKING STRIP. The area of the right-of-way between the constructed curb or edge of the roadway and the adjoining property line, exclusive of any improved sidewalk or any established pedestrian path.

PUBLICLY VISIBLE OR PUBLIC VIEW. Anything that can be seen by a person with normal vision from any sidewalk, street, alley or other public place, or from any building situated on an adjoining property.

PUBLIC NUISANCE. A nuisance consists of doing an unlawful act, or omitting to perform a duty, or permitting an action or condition to occur or exist which intrudes, annoys, injures or endangers the comfort, repose, health or safety of others, is unreasonably offensive to the senses, or which interferes with or disrupts a neighbor's or citizen's ability to freely use or enjoy their properties or public property adjacent to where the nuisance occurs. Such nuisances include, but are not limited to, the following:

- A. Unsecured attractive nuisances;
- B. Conditions or acts which annoy, injure, or endanger the comfort, repose, health, or safety of others;
- C. Conditions or acts which are offensive to the senses;
- D. Conditions or acts which interfere with, obstruct, or tend to obstruct or render dangerous for passage any stream, public park, parkway, square, sidewalk, street, or highway and other rights-of-way in the city;
- E. Illicit discharges into the municipal storm drainage system;
- F. Unauthorized interference with, damage to, or polluting of designated habitat areas, publicly owned restoration sites, streams, creeks, lakes, wetlands, or tributaries and similar areas thereto;

G. Conditions or acts which obstruct the free use of property so as to essentially interfere with the comfortable enjoyment of life and property;

H. Conditions or acts which lead to blight and contribute to the deterioration of the neighborhood or adjoining property;

I. The improper parking or storage of vehicles on any residential lots which impedes the use of yard areas for light, air circulation, recreation, and landscaping;

J. Those acts or omissions defined in RCW 7.48.140 and 9.66.010.

PREMISES. Any building, lot, parcel, alley, real estate or land or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips and street.

PUBLIC RIGHT-OF-WAY OR RIGHT-OF-WAY. "Right-of-way" means all real property owned or held by the city in fee, or by way of easement, or dedicated to the public and located within the city, and used or intended for use as a street, alley, sidewalk, public way or easement for public or private utilities, whether developed or undeveloped.

SPECIAL INTEREST VEHICLE and/or HISTORIC AUTOMOBILE. Any vehicle as defined above, at least 30 years old on the date of any attempt by Code Official, or a motor vehicle which meets any of the following definitions: (a) A make of motor vehicle which is no longer manufactured; or, (b) A make or model of motor vehicle produced in limited or token quantities; or, (c) A make or model of motor vehicle in the special interest market which has appreciated in value during the past year.

TRASH AND WASTE. Trash and waste means, but is not limited to ashes; leaves; branches and trimmings from trees, shrubs and hedges; discarded Christmas trees; excrement and undigested residue of food eliminated by humans, animals, fish and birds; lawn, yard, garden, shrub and tree trimmings; garbage, junk and filth; discarded clothing of all descriptions; decayed or decaying materials of all kinds and descriptions; and insect-infested materials of all kinds and descriptions; whether such items are alone or in combination with other materials.

VEHICLE. A vehicle includes every device capable of being moved upon a public highway and in, upon, or by which any persons or property is or may be transported or drawn upon a public highway, including but not limited to, automobiles, motorcycles, trucks, buses, motorized recreational vehicles, campers, travel trailers, boat trailers, utility trailers, or other similar devices capable of moving or being moved on public right-of-way, and shall also include parts of vehicles.

WATERCRAFT. A watercraft means any boat, vessel, or other craft used for navigation on or through water. (Does not include kayaks or canoes).

WEEDS. Weeds shall be defined as those plants designated as Class A, B, and C Noxious weeds by the state noxious weed control board, including but not limited to all grasses, dandelions, morning glory, uncontrolled berry bushes, and other weeds, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

YARD. Any open space on a lot or lots.

Section 302.1, Sanitation, is amended to read as follows:

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition free of junk, garbage, trash, rubbish, filth and waste.

Section 302.3, Sidewalks and driveways, is amended to read as follows:

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking and/or planting strips, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from encumbrances and hazardous conditions as specified, but not limited to those in Chapter 12.12 KMC.

Section 302.4, Weeds, is amended to read as follows:

302.4 Weeds, grass or vegetation. All premises and exterior property including any unimproved portion of any street or alley to the center thereof, and the portion of any improved street within the area known as the parking strip, bordering on any such lot or lots, land or lands, shall be maintained free from weeds or plant growth in excess of 12 inches or in a state of having gone to seed. All noxious weeds shall be prohibited. All grasses in excess of 12 inches in height shall also be prohibited subject to applicable zoning requirements. Weeds shall be defined as those plants designated as Class A, B, and C Noxious weeds by the state noxious weed control board, including but not limited to all grasses, dandelions, morning glory, uncontrolled berry bushes, and other weeds, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens not in violation of KMC 17.40.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Section 302.8, Motor Vehicles, is amended to read as follows:

302.8 Motor vehicles/vehicles/watercraft. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle, vehicle, watercraft or parts thereof shall be parked, kept or stored on any premises, and no vehicle or watercraft shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Such vehicles shall be declared to be public nuisances which shall be abated and removed as specified in this code; provided that this section shall not apply to the following:

1. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed auto wrecker or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130;
2. Any historic automobile, special interest vehicle or inoperable vehicle that is in the process of being restored; provided that all such vehicles and parts thereof which are not licensed or not operable shall be stored or parked within a building in a lawful manner where they are not publicly visible; or parked in a parking area and screened in accordance with KMC Chapter 17.40; or
3. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes or is "screened" where it is not publicly visible in accordance with KMC Chapter 17.40. This work shall be performed in compliance with Section 302.12 and in accordance with applicable zoning regulations.

Section 302.10, Vehicles and/or machinery parts, is added to read as follows:

302.10 Vehicles and/or machinery parts. Except where permitted and licensed as a wrecking yard, all premises within the city shall be maintained free of the existence and maintenance of a storage area, junkyard or dumping ground for the wrecking or dismantling of automobiles, trucks, trailers, house trailers, boats, tractors or other vehicles or machinery of any kind, or for the storing or leaving of worn out, wrecked, inoperative or abandoned automobiles, trucks, trailers, house trailers, boats, tractors or other vehicles or machinery of any kind or of any major parts thereof.

Section 302.11, Vehicle parking/storage, is added to read as follows:

302.11 Vehicle parking/storage. Limitations on the parking of vehicles, boats, trailers, commercial and heavy commercial equipment.

302.11.1 Vehicles. Motor vehicles, or other vehicles not covered in this section, shall be parked or stored only within parking areas as defined in Chapter 17.40 KMC and shall not be parked or stored within property setbacks.

302.11.2 Recreational vehicles, boats, trailers. Recreational vehicles, boats, and trailers shall be parked or stored on an approved parking surface, shall not be parked or stored in required property setbacks and shall be in conformance with Chapter 17.40 KMC.

302.11.3 Machinery and equipment. Machinery and equipment shall be parked, kept or stored on an approved parking surface, shall not be parked or stored in required property setbacks and shall be in conformance with Chapter 17.40 KMC.

302.11.4 Truck tractors, semi-trailers and commercial equipment. Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, or commercial equipment, shall not be parked or stored in residentially zoned areas, on residential property in other zones, or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply when equipment is used in conjunction with a permitted or allowed project. These vehicles shall be parked or stored on an approved surface outside of required property setbacks.

Section 302.12, Vehicle and equipment repair on residential premises, is added to read as follows:

302.12 Vehicle and equipment repair on residential premises. Servicing, repairing, assembling, modifying, restoring, or otherwise working on any vehicle on any residential premises shall be subject to the following:

302.12.1 Work shall be limited to the repair and maintenance of vehicles, equipment, or other conveyance currently registered as specified in the Washington Vehicle Code to the occupant or a member of the occupant's family.

302.12.2 Work is limited to the approved parking surface or garage or approved accessory structure; at no time can repairs be made on the lawn, sidewalk, planting strip or the street.

302.12.3 Only minor repairs such as an oil change, tire repair, small parts change, or minor routine maintenance may be performed outside of a garage or approved accessory structure and only then on an approved parking surface. The associated vehicle(s) in which such minor repairs exceed seven (7) days shall be moved inside of a building that meets applicable code and zoning requirements or be properly "screened" from public view and parked on an approved surface outside of property setbacks.

302.12.4 Work which creates a nuisance shall not be permitted.

Section 302.13, Dangerous fences and structures, is added to read as follows:

302.13 Dangerous fences and structures. All premises within the city shall be maintained free of any fence or other structure which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition.

Section 302.14, Dangerous trees, is added to read as follows:

302.14 Dangerous trees. All premises within the city shall be maintained free of any dead, diseased, infested or dying tree that constitutes a danger to street trees, streets, alleys or sidewalks.

Section 302.15, Obscured public facilities, is added to read as follows:

302.15 Obscured public facilities. All premises within the city shall be maintained free of any object blocking, vine or climbing plants growing into, onto or over any street, tree growing within a public right-of-way or any public hydrant, utility meter, pole, street light, utility device, street sign or public facility or device; or the existence of any uncontrolled, uncultivated or untended shrub, vine or plant growing on, around or nearby any hydrant, standpipe, sprinkler system connection or any other appliance or facility provided for fire protection purposes in such a way as to obscure the view thereof or impair the access thereto.

302.15.1 Overhanging trees and shrubs. Every property owner having any tree or shrub overhanging any street, alley or right-of-way within the city shall prune the branches so that such branches shall not interfere with the unobstructed use of the street, alley, sidewalk or right-of-way or obstruct the view of any street intersection. Trees and shrubs overhanging the street and alley shall be pruned to allow a minimum 14-foot clearance above the entire surface of the street or alley. Trees and shrubs overhanging the sidewalk and/or right-of-way shall be pruned to allow a minimum 8-foot clearance above the entire sidewalk surface and/or right-of-way to the adjoining property line. No person shall, without a written permit of the city manager or his/her designee cut, prune, rake, climb, injure or remove any living tree in any public right-of-way, park, planting/parking strip or other public place in the city in accordance with KMC 17.40 and 15.05.

Section 302.16, Privies, vaults, cesspools, etc., is added to read as follows:

302.16 Privies, vaults, cesspools, etc. All premises within the city shall be maintained free of any privies, vaults, cesspools, sumps, pits, trenches or like places which create a dangerous condition or are not securely protected from flies and rats, or which are foul or malodorous.

Section 302.17, Hedges, is added to read as follows:

302.17 Hedges. The existence on any real property within the city of a hedge in violation of Chapter 17.40 KMC is a public nuisance.

Section 302.18, Fences, is added to read as follows:

302.18 Fences. The existence on any real property within the city of a fence in violation of Chapter 17.40 KMC is a public nuisance.

Section 302.19, Outdoor wood storage, is added to read as follows:

302.19 Outdoor wood storage. Outdoor wood and firewood shall be neatly stacked not to exceed six (6) feet in height, shall be adequately supported so as not to pose a hazard to person or property, and shall not be placed in any setback or other restricted area on the property in which it is being stored.

Section 302.20, Attractive nuisance, is added to read as follows:

302.20 Attractive nuisance. All premises within the city shall be maintained free of any accessible attractive nuisance.

Section 302.21, Accumulation of dangerous materials, is added to read as follows:

302.21 Accumulation of dangerous materials. All premises within the city shall be maintained free of the existence of any accumulation of materials, substances or objects in a location when the same endangers property, health, safety or constitutes a fire hazard.

Section 302.22, Open storage of materials and furnishings, is added to read as follows:

302.22 Open storage of materials and furnishings. No person shall openly store or keep any equipment, materials or furnishings; or any item that creates an unsightly condition or one that promotes urban blight or public nuisance. This may include, but is not limited to, indoor furniture, household appliances, auto parts, shopping carts or building materials.

Exception: Building materials neatly stacked and stored for no less than sixty (60) days for a construction project permitted with the city. The material must be weather protected, shall not be placed within property setbacks or placed in such a manner that would create a danger to property, health and/or safety.

Section 302.23, Nuisance premises, is added to read as follows:

302.23 Nuisance premises. All premises within the city shall be maintained free of any structure allowing or maintaining prostitution, or where there is the use, sale, manufacturing or distributing of any illegal narcotics or controlled substance, or at which there is a pattern of criminal activity.

Section 302.24, Alley/Public right-of-way maintenance, is added to read as follows:

302.24 Alley/Public right-of-way maintenance. The owner, lessee, occupant or agent thereof, or any person having the care or charge of any property that has alley access or an alley right-of-way easement, shall be responsible for maintaining that portion of the alley that fronts said property up to and including one-half of the apparent alley centerline, and shall keep said alley or alley easement maintained in a clean, safe and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health, safety or welfare. Public right-of-way maintenance shall also include utility easements or parking and/or planting strips. Such blighting problems shall include, but are not limited to: overgrown trees, shrubs, vegetation, weeds and/or grasses; garbage; junk; rubbish; dirt and filth; litter; trash; and waste. This definition shall also include, but not be limited to, such items as couches, loveseats, chairs, mattresses, and other similar household furniture. Such items, if placed in any city alleyway or alley easement, shall be considered a public nuisance and abated within the time established by the city in accordance with Section 106.

Section 302.25, Garage sales, is added to read as follows:

302.25 Garage sales. Sales of secondhand merchandise, conducted from residences, and designated as "garage sales," "estate sales," "yard sales," and/or "moving sales" are allowed without a permit provided they are conducted under the following requirements:

- (a) Shall be in conformance with KMC 5.03, KMC 17.62, KMC 17.15;
- (b) Garage sale displays, signs and merchandise must be removed after/between sales events.

Section 303.1, Swimming pools, is amended to read as follows:

303.1 Swimming pools, spas, and ponds. Swimming pools, spas, hot tubs and/or ponds shall be maintained in a clean and sanitary condition in good repair and shall comply with the

provisions of the International Residential Code, Appendix G. Except for regulated wetlands and City-approved structures related to storm drainage systems, all premises within the city shall be maintained free of the existence of all stagnant, pooled water in which mosquitoes, flies or other insects may multiply.

Section 303.2, Enclosures, is amended to read as follows:

303.2 Enclosures. See the International Residential Code, Appendix G, Section AG105, Barrier Requirements.

Section 304.2, Protective treatment, is amended to read as follows:

304.2 Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. Tarp use for weather protection may not exceed 30 days. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section 304.3, Premises identification, is amended to read as follows:

304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of 3 inches high and shall not be sight obscured.

Section 304.7, Roofs and drainage, is amended to read as follows:

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Tarp use for weather protection may not exceed 30 days. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Section 304.14, Insect screens, is deleted.

Section 308.1, Accumulation of rubbish or garbage, is amended to read as follows:

308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish, junk, trash, filth, waste or garbage.

Section 308.2, Disposal of rubbish, is amended to read as follows:

308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish, junk, trash, filth, waste or garbage in a clean and sanitary manner by placing such rubbish, junk, trash, filth, waste or garbage in approved containers as provided for in Chapter 8.04 KMC, or by taking it to an approved disposal facility.

308.2.1 Rubbish/garbage storage facilities. The owner of every occupied premises shall maintain approved covered containers for rubbish, junk, trash, filth, waste or garbage, and the owner of the premises shall be responsible for the removal of rubbish, junk, trash, filth, waste or garbage from the premises.

308.2.2 Dangerous and/or discarded appliances. Except when stored within a building, as defined in Section R202 of the International Residential Code, refrigerators, household appliances, and similar equipment shall not be discarded, abandoned or stored on any premises within the City.

Section 308.3, Disposal of garbage, is amended to read as follows:

308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage container as provided for in Chapter 8.04 KMC or by taking it to an approved disposal facility.

308.3.1 Containers. The operator of every establishment producing garbage shall maintain, and at all times cause to be utilized, approved containers as set forth in Chapter 8.04 KMC.

308.3.2 Undumped garbage or rubbish containers. All premises within the city shall be maintained free of the existence of any garbage or rubbish containers or any can, bag, box or other device, which is filled to 50 percent or more of its capacity with garbage, trash, rubbish, waste, dirt or filth, and which has remained upon such premises for more than 14 successive days.

Section 308.4, Containers—Within the public right-of-way, is added to read as follows:

308.4 Containers—within the public right-of-way. No residential or commercial solid waste or recycling cart shall be placed along a public street, alley or right-of-way, on a public sidewalk, or on other public property any sooner than 24 hours before the time of collection. All residential and commercial solid waste and recycling carts placed in the public right-of-way for collection shall be removed from those public areas within 24 hours of the time of collection, except when such established day for collection falls on a designated holiday in which case collection will be conducted on the next succeeding workday, and the containers shall be removed and replaced to their appropriate storage location by the morning following collection.

Section 308.5, Rubbish and garbage exceptions, is added to read as follows:

307.5 Rubbish and garbage exceptions. The following shall not be a violation of this section.

A. Compost piles less than four feet in height and six feet in diameter at ground level, and 30 feet or more from any dwelling, and four feet or more from adjoining properties.

B. Storm debris within 30 days following a storm event.

C. Construction residue and debris during and for 14 days following completion of work.

D. Fallen leaves, tree needles, tree fruit and similar vegetation, during the months of October through April, inclusive.

E. The accumulation and temporary storage, in containers designated for such purposes, of “recyclable” materials pursuant to a program of recycling adopted by the city; provided, however, that such containers must not be publicly visible or they must be made available to the city’s garbage or “recycle contractor” within 14 days after having been filled to 50 percent or more of their capacity.

F. Uncultivated, uncut or untended weeds, grass, bushes or other vegetation not constituting a health or fire hazard, existing in a natural state on undeveloped, agricultural, industrially zoned, “open space” or “green belt” areas.

Section 505.1, General, is amended to read as follows:

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

Section 505.4, Water heating facilities, is amended to read as follows:

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

Section 507.1, General, is amended to read as follows:

507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

A. It is a violation for any person to break, damage, destroy, uncover, deface or tamper with any structure or facility which is part of the stormwater runoff and erosion control system.

B. It is a violation for any person who is responsible to do so, to fail to maintain stormwater runoff and/or erosion control facilities and structures as required by this chapter and 13.09 KMC. Each calendar day that a violation occurs constitutes a separate offense. In addition, the City may institute injunctive, mandamus, or other appropriate action or proceedings for the enforcement of this chapter.

Section 602.2, Residential occupancies, is amended to read as follows:

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used as a means to provide required heating.

Section 602.3, Heat supply, is amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in KMC 15.03.030.

Section 602.4, Occupiable work spaces, is amended to read as follows:

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

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Section 604.2, Service, is amended to read as follows:

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code. Dwelling units shall be served by a three-wire, 120/240 volt, single phase electrical service having a rating of not less than 60 amperes.

Section 606.1, General, is amended to read as follows:

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A 17.1 and the L&I Elevator rules. The most current certification of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, or the certificate shall be available for public inspection in the office of the building operator. The inspection and tests shall be performed at not less than the periodical intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

Section 702.3, Locked doors, is amended to read as follows:

702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

Section 704.2, Smoke alarms, is amended to read as follows:

704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code.

Section 704.4, Interconnection, is amended to read as follows:

704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exception:

1. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.

Chapter 8, Referenced Standards.

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

(Ord. 3849 § 2 (Exh. B), 2015)

15.04.030 Severability.

If any one or more section, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this chapter and the same shall remain in full force and effect. (Ord. 3849 § 2 (Exh. B), 2015)