

Kelso City Council Agenda

Regular Meeting, 6:00 pm
October 20, 2015
City Hall, Council Chambers
203 South Pacific
Kelso, WA 98626



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

Invocation:

Pastor Nick Stumbo from East Hills Alliance Church

Roll Call to Council Members:

1. Approve Minutes:

1.1. October 6, 2015 – Regular Meeting

2. Presentation:

- 2.1. WFOA Award
- 2.2. West Kelso Sub Area Plan

3. Public Hearing:

3.1. Declare Surplus of Utility Vehicle

4. Consent Items:

- 4.1. Contract Closeout - West Main Realignment Construction Project
- 4.2. Auditing of Accounts

5. Citizen Business:

6. Council Business:

- 6.1. Discussion – Three Rivers Wastewater Agreement
- 6.2. Discussion – Shopping Cart Regulations

Kelso City Council Agenda

Regular Meeting, 6:00 pm
October 20, 2015
City Hall, Council Chambers
203 South Pacific
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7. Action/Motion Items:

7.1. Ordinance, 2nd Reading

7.1.1. Nuisance Abatement Code Enforcement Chapter 10.06 Junk Vehicles

7.2. Resolution

7.2.1. Setting Public Hearing for City Assumption of the Transportation Benefit District

7.3. Resolution

7.3.1. Declare Surplus of Personal Property

7.4. Resolution

7.4.1. Declare Surplus of Personal Property

Other Items:

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

Pastor Mark Schmutz, Northlake Baptist Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were Futcher, Myers, McDaniel, Franklin, Roberson, and Archer. Councilmember Schimmel was absent.

Minutes: Upon motion by Councilmember Myers, seconded by Councilmember Roberson, 'Approve the Minutes of the 9/15/15 Regular Meeting,' motion carried, all voting yes.

PROCLAMATION:

Mayor Futcher read a proclamation declaring October 2015, to be “**Domestic Violence Awareness Month**” in the City of Kelso. Emergency Support Shelter Advocate Angie Montez accepted the proclamation.

PRESENTATION:

Northwest Health Foundation Healthy Beginnings: Nick Buhler of Longview Highlands Neighborhood Association presented the Council with information regarding the Neighborhood Resource Coordination Council (NRCC). He asked the Council to sign a letter of support that he provided to supplement a certain grant application. Discussion followed. **Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, 'Authorize the City Manager to sign the letter.' Councilmembers Futcher, Myers, McDaniel, Archer, and Roberson voted yes. Councilmember Franklin voted no. Motion passed, 5 to 1.**

PUBLIC HEARING:

Revenue Sources for Upcoming Year: Mayor Futcher opened the public hearing at 6:15 p.m. Finance Director Brian Butterfield provided a summary of the collection of certain revenues over the past five years.

Curtis Hart, 115 Williams Ave, spoke about water fluoridation costs.

There being no further comments from the public, Mayor Futcher closed the public hearing at 6:35p.m.

CONSENT AGENDA: None.

CITIZEN BUSINESS:

Rick Von Rock, 400 N. 7th Ave, spoke about renaming Commons Park. He commented that he would like to have follow-up reports be placed on the agenda for the ongoing topics that are discussed during Citizens Business.

Curtis Hart, 115 Williams Ave, spoke about water fluoridation.

COUNCIL BUSINESS:

Minor Road Reservoir Replacement Project Engineering Services: Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, ‘Approve the contract with RH2 Engineering Inc., Consulting.’ Discussion followed. Motion passed, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) – Nuisance Abatement Code Enforcement Chapter 10.06 Junk Vehicles: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTER 10.06 JUNK VEHICLES.’ City Attorney Janean Parker briefed the Council on the changes to the ordinance. Discussion followed. Motion passed, all voting yes.

Ordinance No. 15-3851 – Nuisance Abatement Code Enforcement Chapter 1.40 General Penalties: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘Adopt Ordinance No. 15-3851, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE 1.40 GENERAL PENALTY TO PROVIDE GENERAL CRIMINAL PENALTIES AND GENERAL CIVIL PENALTIES FOR VIOLATIONS OF THE KELSO MUNICIPAL CODE.’ Discussion followed. Motion carried, all voting yes.

Ordinance No. 15-3852 – Amending Code Enforcement Stormwater Management Chapter 13.09 and Illicit Discharge Chapter 13.11: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, ‘Adopt Ordinance No. 15-3852, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTER 13.09, STORMWATER MANAGEMENT AND CHAPTER 13.11 ILLICIT DISCHARGES—STORMWATER UTILITY TO AMEND THE ENFORCEMENT PROCEDURES TO BE CONSISTENT WITH NEW KMC CHAPTER 1.50 CODE ENFORCEMENT.’ Discussion followed. Motion carried, all voting yes.

WALK-ON:

Jones Road Waterline Replacement Construction Contract Award: Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, ‘Approve the contract with Nutter Corp.’ Discussion followed. Motion passed, all voting yes.

MANAGER’S REPORT:

Steve Taylor: 1) Provided an update on the preliminary 2016 Airport Budget. The Airport Board is requesting \$76,000 from each of the four entities. He requested Council approval. **Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘Approve the requested airport budget amount.’ Discussion followed. Councilmembers Futcher, McDaniel, Myers, Franklin, and Roberson voted yes, Councilmember Archer voted no. Motion passed, 5 to 1.** 2) Spoke about the first meeting of the West Kelso Subarea Plan Workshop that was held September 30, 2015, at the Kelso Senior Center. The next meeting is November 19, 2015, 6 p.m., at the Kelso Senior Center.

DEPARTMENT HEAD REPORTS:

Community Development Director/City Engineer Mike Kardas: 1) Provided an update on the Yew Street project. He spoke of possible funding options for both the total design package, and the interim design package. Lengthy discussion followed. 2) Provided an update on the West Main Revitalization Project.

Library Manager Cindy Donaldson: Commented on the September 23rd visit from a group of teachers from Beacon Hill Elementary School. They helped with the cleaning of children’s books. They invited their students to join them for reading, face painting and arts & crafts. There were approximately 400 children in attendance.

COUNCIL REPORTS:

Gary Archer: No report.

Rick Roberson: No report.

Todd McDaniel: No report.

Jared Franklin: No report.

Dan Myers: Provided an update on the Council of Governments.

David Futcher: Commented about his upcoming trip to Japan to visit Kelso’s sister city, Makinohara, to attend their 10 Year Anniversary Celebration.

There being no further business, Mayor Futcher adjourned the meeting at 7:20 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Presentation – W. Kelso
Subarea Plan

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: October 20, 2015

PRESENTED BY:

Originator: _____

Jeff Arango – BERK Consulting

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

West Kelso Existing Conditions Report
Draft Vision Statement and Guiding Principles
September 30, 2015 Workshop Summary

SUMMARY STATEMENT:

As part of the City's 2015 Comprehensive Plan update the neighborhood of West Kelso was designated as a special study area to examine the impacts of recent public improvements and future development potential. In July 2015 BERK consulting was hired to conduct the West Kelso Subarea plan to engage the public, research existing conditions, and explore tools to facilitate the desired future development of the neighborhood.

On September 30th a public workshop was held to get feedback and input from West Kelso residents, property, and business owners. The project manager will present the work completed to date as well as provide a summary of the workshop outcomes.

RECOMMENDED ACTION:



WEST KELSO SUBAREA PLAN

Existing Conditions Report

CITY OF KELSO, WASHINGTON

October, 2015

TABLE OF CONTENTS

1.0	Introduction	1
2.0	Land Use.....	2
2.1	Existing Land Use	2
2.2	Zoning.....	5
2.3	Transportation	7
3.0	Built Environment	11
3.1	Streetscape and Public Space Assessment	25
3.2	City Owned Properties	30
3.3	Infrastructure and Capital Plans	31
3.4	Housing	32
4.0	Challenges and Opportunities.....	35
4.1	Stakeholder Interviews	36
5.0	Economic Conditions + Market Analysis	39
6.0	Comprehensive Plan and Development Code Audit.....	44
6.1	Introduction	44
6.2	Comprehensive Plan	45
6.3	Development Code	48
6.4	Summary	49
7.0	Organizational Capacity	49

APPENDIX B – Kelso Pressure Zones

APPENDIX C – Sewer Service Areas

APPENDIX C – SSWM Changes to Zoning Designations

EXHIBIT LIST

Exhibit 1. Regional Context	2
Exhibit 2. West Kelso Land Use Acres (2015).....	2
Exhibit 3. Distribution of West Kelso Land Use (2015)	3
Exhibit 4. West Kelso Land Use Map (2015)	4
Exhibit 5. West Kelso Structure Build Date	5
Exhibit 6. West Kelso Zoning Acres (2015).....	6
Exhibit 7. West Kelso Zoning Map (2015)	6
Exhibit 8. Regional Connectivity.....	7
Exhibit 9. Summary of Roadway Characteristics.....	8

Exhibit 10. Transit Service	9
Exhibit 11. West Main Street Design Plans	10
Exhibit 12. Realignment Phase 1 and 2 – Before and After	10
Exhibit 13. Urban Design Existing Conditions	11
Exhibit 14. Historic Buildings on Main St at 1 st Avenue	12
Exhibit 15. Older commercial buildings on Main St between 5 th and 6 th Avenues.....	13
Exhibit 16. Single-story commercial construction with metal mansard-like roofs and pedestrian-oriented windows	14
Exhibit 17. New development on Main Street.....	14
Exhibit 18. Auto-oriented commercial development on W Cowlitz Way near Main St	15
Exhibit 19. Commercial building appropriate for light industrial uses on Catlin St, currently used as a brewery distribution center	15
Exhibit 20. The Nat Smith House, a Historic Register Property	16
Exhibit 21. Vacant house on NW 3 rd Avenue	16
Exhibit 22. River levee (as seen from 1 st Avenue at Main St) acts as a barrier.....	17
Exhibit 23. A hill provides a backdrop to northwestern West Kelso	18
Exhibit 24. W Cowlitz Way/Highway 4 Bridge underpass.....	18
Exhibit 25. Perception of crime beneath the bridges is a barrier to riverfront enjoyment.....	19
Exhibit 26. Highway signs on the Allen Street Bridge	19
Exhibit 27. Cowlitz Way/Highway 4 Bridge entry into West Kelso	20
Exhibit 28. Historic two-story building with mural acts as gateway	20
Exhibit 29. Washington Way/W Cowlitz Way at Catlin St. entry to West Kelso	21
Exhibit 30. Existing gateway feature at W Cowlitz Way/Washington Way and W Main St	21
Exhibit 31. View from the Allen St Bridge into West Kelso	22
Exhibit 32. Views from Trail	22
Exhibit 33. Senior Center and Spray Park	23
Exhibit 34. Historic building with mural.....	23
Exhibit 35. New landscaped areas around Main St Realignment	24
Exhibit 36. Unique Decorations	24
Exhibit 37. West Kelso Existing Streetscape (2015)	25
Exhibit 38. West Kelso Parks Inventory	28
Exhibit 39. Public Space Assessment	29
Exhibit 40. West Kelso Trails	30
Exhibit 41. Public Open Space at West Main and Catlin.....	31
Exhibit 42. Housing Tenure	33
Exhibit 43. West Kelso Household Type, 2010.....	34
Exhibit 44. Average Household Size, 2010.....	34
Exhibit 45. Age of Householders, 2010.....	35
Exhibit 46. Poverty Levels	39
Exhibit 47. Income Trends.....	39

Exhibit 48. Employment Trends	40
Exhibit 49. Median Income in West Kelso, Kelso, and Longview.....	40
Exhibit 50. Publicly-owned Parcels in West Kelso (2015)	42
Exhibit 51. Redevelopable Parcels in West Kelso (2015)	43
Exhibit 52. Assessed Value per Square Foot in West Kelso (2015)	44
Exhibit 53. Kelso Comprehensive Plan Audit	45
Exhibit 54. Kelso Development Code Audit	48
Exhibit 55. West Kelso Development Standards.....	49

1.0 INTRODUCTION

The West Kelso neighborhood is a unique part of Kelso, Washington. It is located on the west side of the Cowlitz River in isolation from the rest of the City, which is situated along the east bank. The neighborhood is surrounded on three sides by the neighboring city of Longview. The area contains residential uses, commercial uses, government/institutional uses, and is frequented by vehicle traffic traveling across the bridges and through West Kelso to get to Longview, Kelso, I-5 and other areas.

Given that West Kelso is a uniquely situated part of the City, there is recognition that it needs its own existing conditions analysis and planning process to ensure future needs are addressed under a common neighborhood vision. This report takes a look at the existing conditions of West Kelso's land use and built environment, and considers the challenges and opportunities that the area faces. In addition, an audit of existing policies and regulations identifies how the City's Comprehensive Plan and code apply to West Kelso and sets the stage for pinpointing additional policy and regulation needs.



West Main Realignment (West Kelso, 2015)

REGIONAL CONTEXT

West Kelso is situated between I-5 and downtown Kelso to the east, and the City of Longview to the west. The West Kelso neighborhood accommodates two major east/west connections between I-5, the City of Longview, and the Washington Coast and as a result experiences high traffic volumes. The larger region, which includes the Cities of Kelso and Longview, share an interest in West Kelso, and regional partnerships may have a positive impact on the revitalization of West Kelso.

Exhibit 1. Regional Context



Source: Google Earth, 2015; BERK, 2015.

2.0 LAND USE

This chapter provides information about land use patterns and trends in West Kelso, including existing land uses, adopted land use plans, and zoning. This inventory relies primarily on information from the City of Kelso and the Cowlitz County Assessor. Also presented are population, housing, and job estimates by the Washington State Office of Financial Management (OFM), American Community Survey (ACS), and Employment Security Department (ESD).

2.1 Existing Land Use

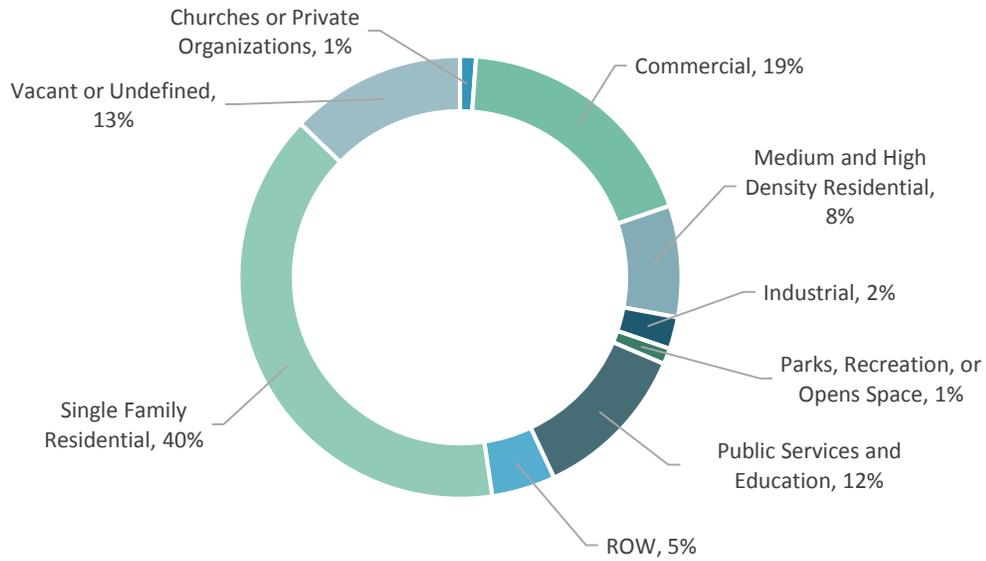
West Kelso’s current land use pattern is dominated by single family residential and commercial uses. Vacant land, public services, and education are also significant. See Exhibit 2 for acres by land use category and Exhibit 3 Exhibit 4 for distribution of land use acres.

Exhibit 2. West Kelso Land Use Acres (2015)

Category	Acres
Churches or Private Organizations	1
Commercial	16
Medium and High Density Residential	7
Industrial	2
Parks, Recreation, or Opens Space	1
Public Services and Education	10
ROW	4
Single Family Residential	34
Vacant or Undefined	11
Total	86

Source: City of Kelso, 2015; BERK, 2015.

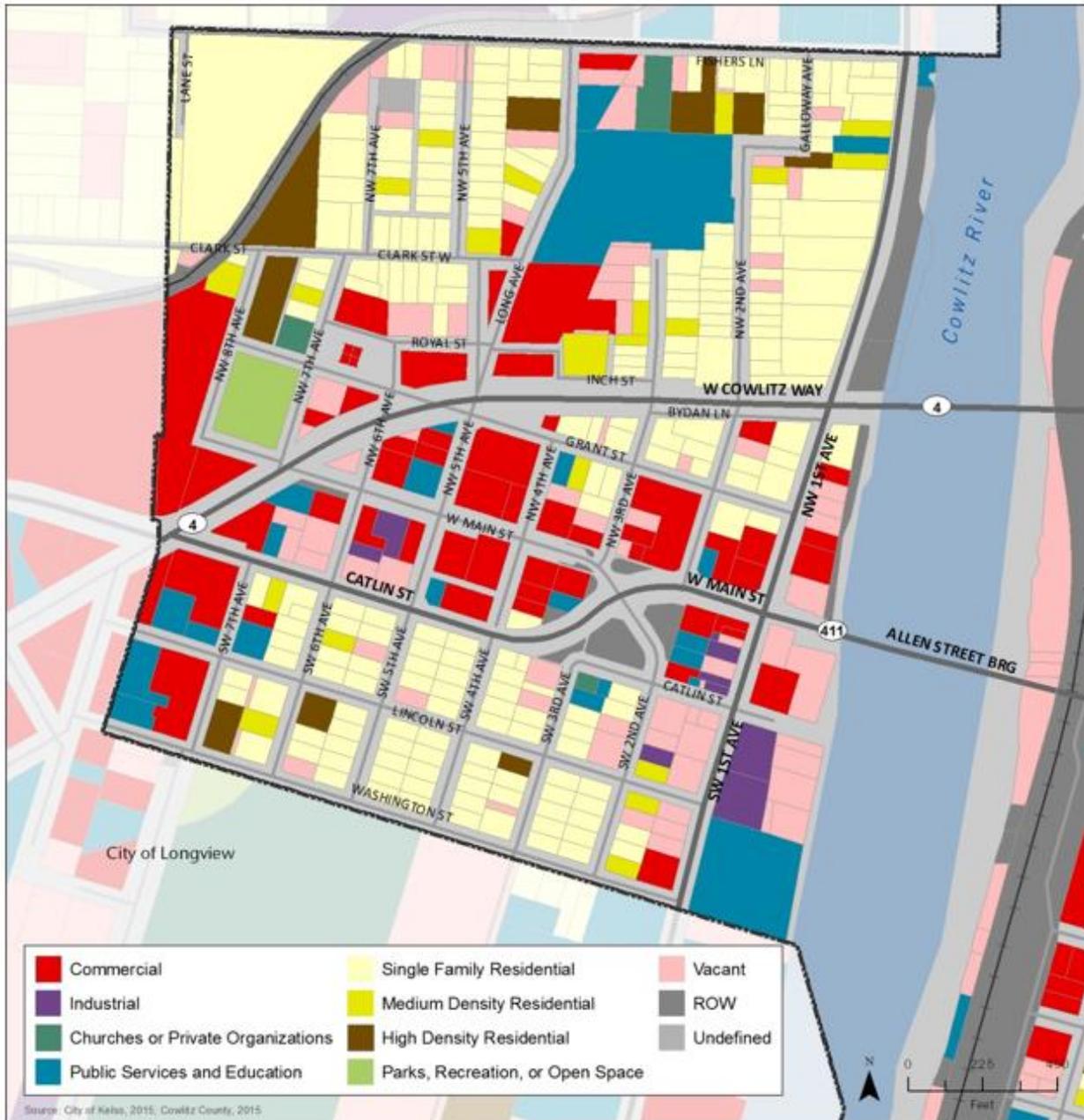
Exhibit 3. Distribution of West Kelso Land Use (2015)



Source: City of Kelso, 2015; BERK, 2015.

Exhibit 4 shows existing land use by parcel for the West Kelso neighborhood. Eleven acres of land in the district is classified as vacant or undeveloped, which includes parking lots in the commercial areas that are serving land use on-site. Additional on-street parking may allow for the conversion of surface parking lots to buildings.

Exhibit 4. West Kelso Land Use Map (2015)

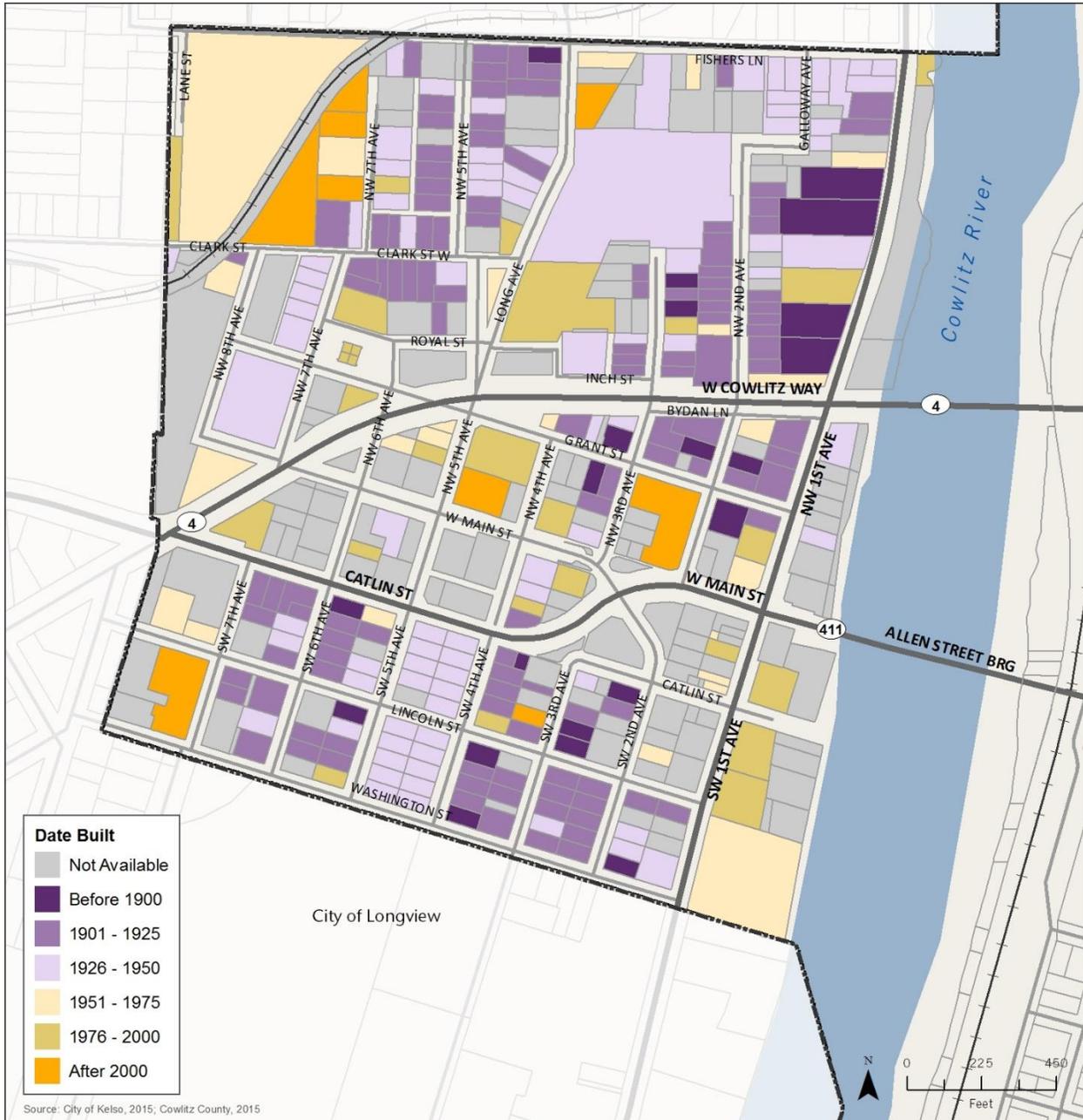


Source: City of Kelso, 2015; BERK, 2015.

Surrounding land uses include Longview’s commercial area along Route 4 and Washington Way and Downtown Kelso across the Cowlitz River to the east. Lower density residential is located in Longview on the hill to the north of West Kelso, with some open space and the Cowlitz County Conference Center and Jail to the south.

The majority of existing structures in West Kelso are older. Exhibit 5 shows the decade structures were built, with the majority of parcels showing build dates before 1950.

Exhibit 5. West Kelso Structure Build Date



Source: City of Kelso, 2015; US Census Bureau, 2010; BERK, 2015.

2.2 Zoning

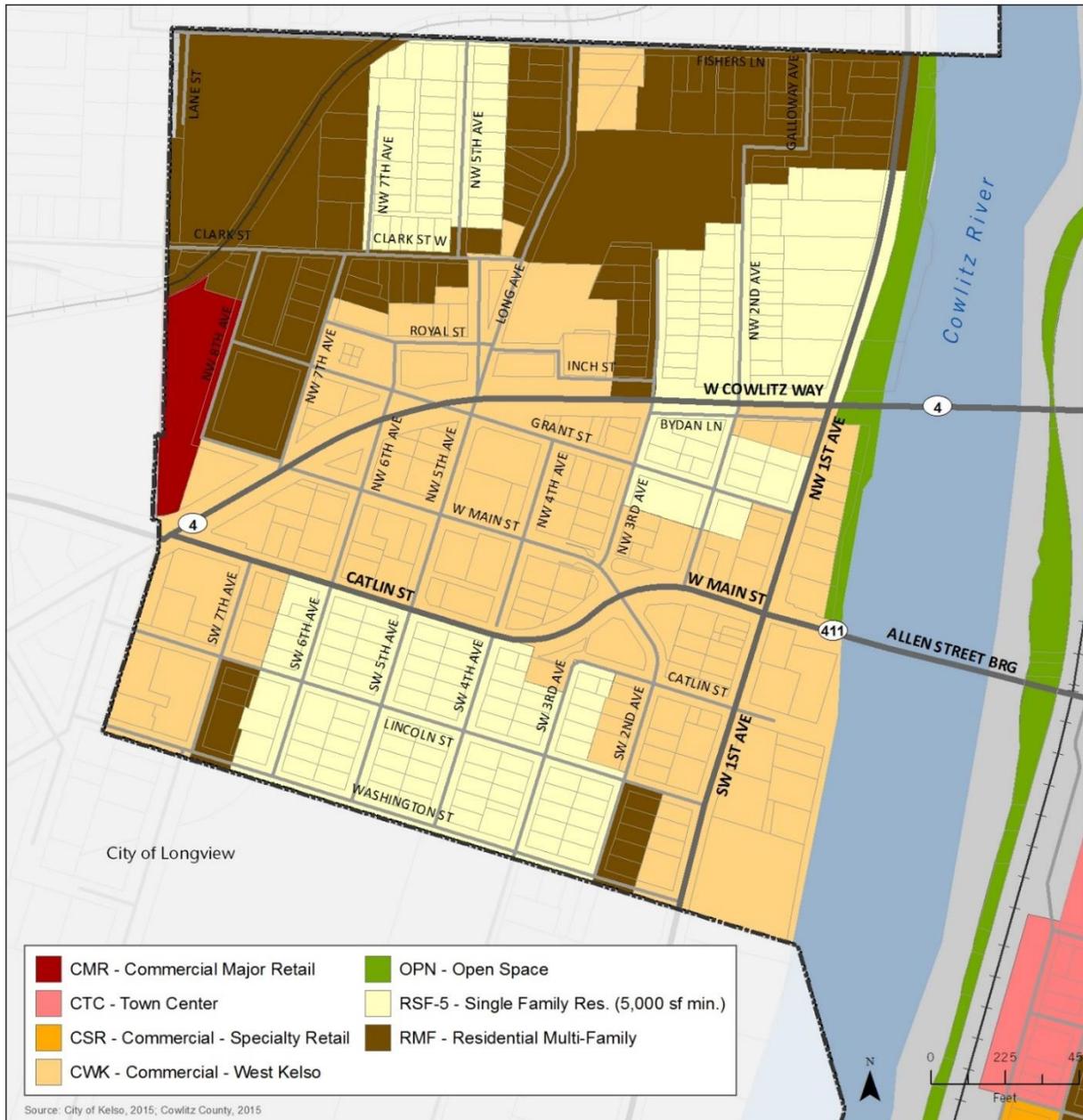
Zoning districts implement the future land use map, which designates the entirety of West Kelso as a special study area per the 2015 Comprehensive Plan update. The special study area designation will be amended with an updated future land use map for the district based on the completion of the West Kelso Subarea Plan. Current zoning acreage in West Kelso is shown in Exhibit 6 and a map of current zoning is shown in Exhibit 7.

Exhibit 6. West Kelso Zoning Acres (2015)

Category	Acres
CWK: Commercial West Kelso	41
OPN: Open Space	0.5
RMF: Residential Multi-Family	20
RSF-5: Single Family Residential (5,000 s.f. min)	23
Total	84

Source: City of Kelso, 2015; BERK, 2015.

Exhibit 7. West Kelso Zoning Map (2015)



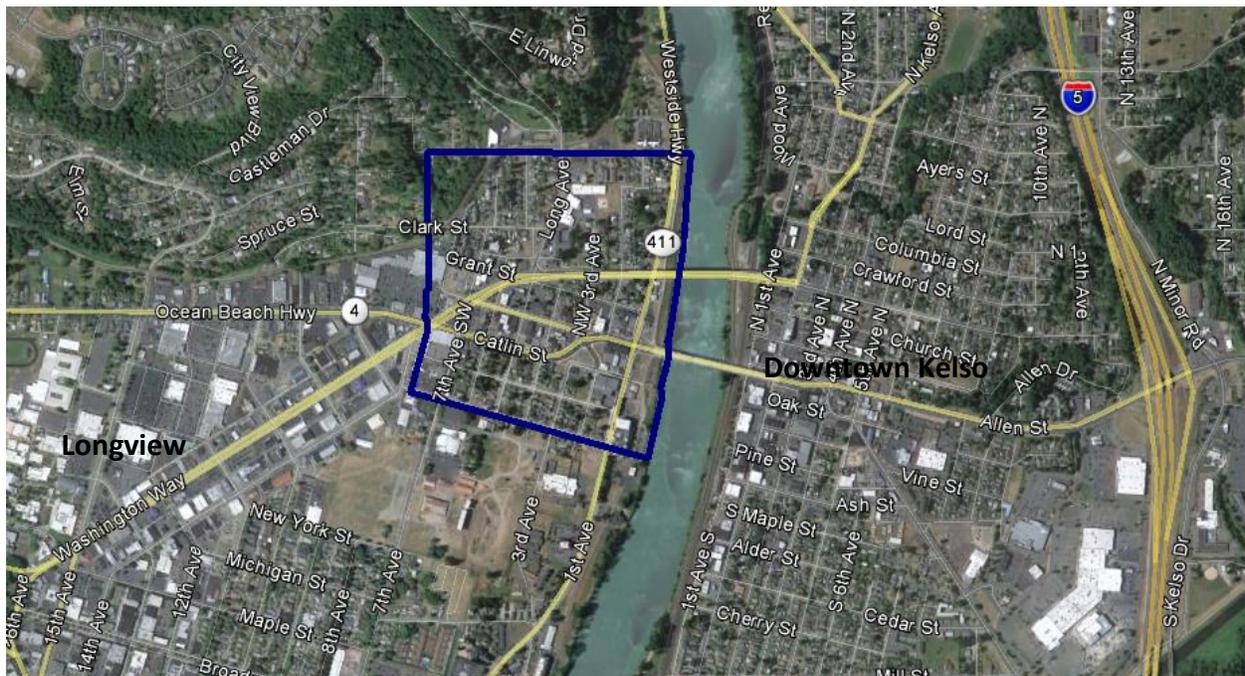
Source: City of Kelso, 2015; Cowlitz County, 2015.

2.3 Transportation

Regional Connectivity

Several major roadways are accessed from the West Kelso area (see Exhibit 8). Ocean Beach Highway (SR 4) continues from West Kelso to the west along the north side of the Columbia River to the Washington State coast. West Main Street transitions to Allen Street at the bridge over the Cowlitz River to the east. The I-5/Allen Street interchange is approximately one half-mile to the east. First Avenue (SR 411) continues south and connects directly to the SR 432/3rd Avenue interchange. To the north, 1st Avenue (SR 411) continues along the west side of the Cowlitz River adjacent to I-5 for approximately 20 miles to Vader, Washington.

Exhibit 8. Regional Connectivity



Source: Google Earth, 2015; BERK, 2015

Functional Classification

The functional classification of a roadway is based on its characteristics and typical trip lengths and helps determine the quality of the facility for motor vehicle traffic and other modes. WSDOT and City of Kelso functional classifications for key roadways within the study area are shown in Exhibit 9. The City of Kelso defines these classifications as:

- Principal Arterial – Provides a high level of mobility for travel within the region. Access is generally limited to intersections with other arterials and collectors.
- Minor Arterial – Provides connections to major activity centers and provides access from the major arterial systems into sub-areas. Minor arterials serve through-traffic and provide direct access for commercial, industrial, office, and multi-family development.
- Collector – Connects arterial networks to each other and connects neighborhoods to commercial areas.

Roadway Characteristics

Roadways were inventoried for characteristics such as a traffic volumes, speed limits, and number of lanes. Average daily traffic volumes were estimated from available 2009 count data or the WSDOT 2014 Annual Traffic Report. Roadway characteristics are provided in Exhibit 9.

Exhibit 9. Summary of Roadway Characteristics

Roadway	WSDOT Functional Classification	Kelso Functional Classification	Average Daily Traffic Volume	Typical Road Width (Lanes)
Cowlitz Way (SR 4)	Principal Arterial	Principal Arterial	33,000 South of Main St	4
Washington Way	Principal Arterial	Principal Arterial	18,800 South of Cowlitz	4
Main Street	Principal Arterial	Principal Arterial	13,500 East of 2 nd Ave	5
Main Street	n/a	Minor Arterial	2,500 West of 2 nd Ave	3
Catlin Street	Principal Arterial	Principal Arterial	3,000 East of 6 th Ave	3
1st Avenue (SR 411)	Minor Arterial	Minor Arterial	11,000 South of Main St	2
5th Avenue	n/a	Public Road	4,000 North of Main St	2
7th Avenue	n/a	Major Collector	3,000 South of Main St	2
Long Avenue	n/a	Major Collector	9,000 North of Cowlitz	2
Fishers Lane	n/a	Major Collector	6,000 West of 1 st Avenue	2

Source: WSDOT 2014 Annual Traffic Report, 2009 and 2015 count data

Pedestrian and Bicycle Facilities

The pedestrian network on public roadways within the study area consists of sidewalks and crosswalks on both sides of the street with a few notable gaps. First Avenue (SR 411) north of Grant Street has sidewalk only on the west side and Lincoln Street from 6th Avenue to 1st Avenue has sidewalk only on the north side. Major intersections in the study area provide marked crosswalks.

Bike lanes are provided along the new West Main Street-Catlin Street corridor. The remaining streets in the study area require bicyclists and motor vehicles to share the roadway. The Cowlitz River Dike Trail is a paved multi-use trail approximately 1.8 miles long that runs along the east bank of the Cowlitz River. The trail is accessible from the Allen Street Bridge or the Cowlitz Way (SR 4) Bridge and connects the north and south portions of the City of Kelso.

Transit Service

River Cities Transit serves as the local public transportation system for the Cities of Longview and Kelso. Four transit routes provide service to West Kelso. Exhibit 10 summarizes the current bus routes serving the study area with a general description of the route, hours of operation, and peak hour headways. Route 45 provides weekday peak hour service only. Route 32 provides expanded service with 30 minute headways during weekday peak hours. In general, the bus routes follow a loop configuration with one-way service. The transit center is located at the 12th Avenue/Florida Street intersection in Longview.

Exhibit 10. Transit Service

Route #	Route Description	Hours of Operation	Headways
32	Connects West Longview, downtown Longview, Peace Health Medical campus, Lower Columbia CC, Expo Center, West Kelso and Triangle Mall	Mon-Fri 6:30 am-7:00 pm Saturday 8:00 am – 6:00 pm	60 minutes Peak Service: 30 minute 10 am-5 pm Monday-Friday
44	Connects Three Rivers Mall, downtown Kelso, Amtrak train station, West Kelso, Lower Columbia CC, SR 432, downtown Longview	Mon-Fri 6:30 am-7:00 pm Saturday 8:00 am – 6:00 pm	60 minutes
45	Connects downtown Kelso, Amtrak train station, Kelso Hall of Justice, downtown Longview, Lower Columbia CC	Mon-Fri 10:00 am-5:00 pm	30 minute
57	Connects North Kelso, Kelso High School, Three Rivers Mall, downtown Kelso, Amtrak train station, downtown Longview and Triangle Mall	Mon-Fri 6:30 am-7:00 pm Saturday 8:00 am – 6:00 pm	60 minutes

Source: RiverCities Transit System Map, www.rctransit.org

Freight Facilities

Truck routes are designated by WSDOT to provide the efficient movement of heavy vehicles, while maintaining neighborhood livability, public safety, and minimizing maintenance costs of the roadway system. The designated WSDOT truck routes in the study area are the SR 4 (Cowlitz Way) – Washington Way corridor, SR 411 (1st Avenue), Main Street between 1st and 5th Avenues, and 5th Avenue between Main Street and Cowlitz Way.

Large trucks, defined as three or more axles, comprise between 1 to 5% of traffic volume on Main Street and Catlin Street. The percentage of large trucks at most intersections in the study area ranges from 1 to 3%, consistent with what is expected in the central business district and surrounding areas.

West Main Street Realignment Project

The West Main Street Realignment project was designed to alleviate congestion, enhance community development and economic growth, improve safety, and improve access to the area for all users. Construction of the first phase of the project was completed in spring 2014. The project changed the alignment of West Main Street between the Ocean Beach Highway and the Allen Street Bridge to cross over to Catlin Street west of 2nd Avenue. The new alignment was built with additional vehicle lanes,

sidewalks, bike lanes and landscaping. Traffic signals were installed at the new Main Street/Catlin Street/2nd Avenue and Catlin Street/5th Avenue intersections.

A review of historic and recent traffic count data shows the daily traffic volumes on Main Street east of Cowlitz Way have dropped from 13,000 vehicles in 2009 to 2,500 vehicles in 2015.

Catlin Street west of 3rd Avenue was built with a three-lane cross-section in the first phase as an interim improvement to fit within the existing right of way. The second phase of the project will widen Catlin Street to a five-lane cross-section with additional turn lanes at the Cowlitz Way approach. The complete design for the project (phase 1 + phase 2) is shown in Exhibit 11. Before and after photos are shown in Exhibit 12.

Exhibit 11. West Main Street Design Plans



Exhibit 12. Realignment Phase 1 – Before and After



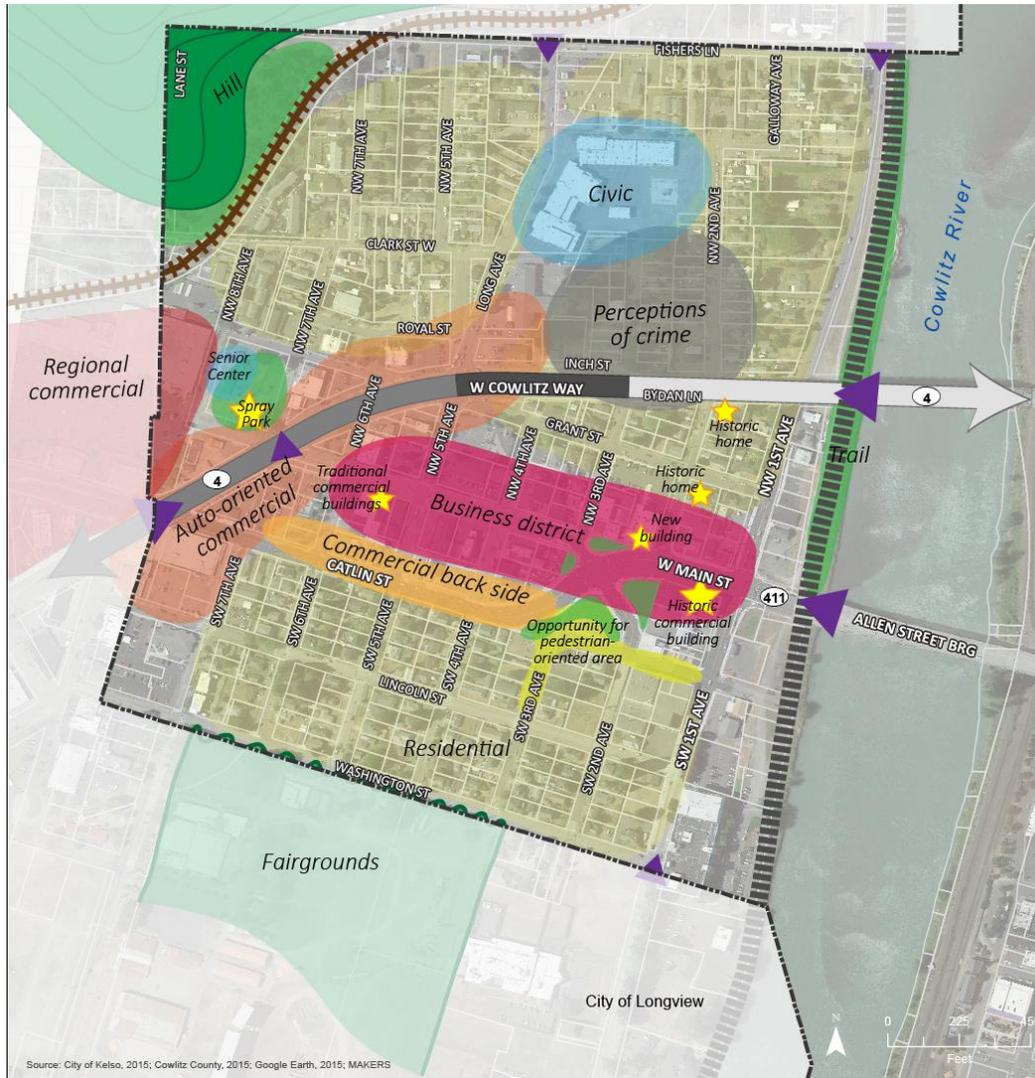
Source: City of Kelso, 2015.

3.0 BUILT ENVIRONMENT

Urban Design

Exhibit 13 highlights major concentrations of particular building types or land uses and unique features in the built environment. The following sections provide additional detail on West Kelso’s urban design characteristics.

Exhibit 13. Urban Design Existing Conditions



Source: City of Kelso, 2015; Cowlitz County, 2015; Google Earth, 2015; MAKERS

Urban Design Existing Conditions

Character districts

- Business district
- Commercial back side
- Auto-oriented commercial
- Regional commercial
- Perceptions of crime
- Civic
- Landscaped, natural, or open space
- Residential
- Opportunity for pedestrian-oriented area

Edges and Barriers

- Hill
- Railroad
- Levee along river
- 6-lane heavily trafficked road
- Ramp up to bridge; walls at street level
- Highway above ground
- Fairgrounds

Gateways

- Major gateways
- Minor gateways

Landmarks

- Major landmarks
- Minor landmarks

Source: MAKERS, 2015.

Character

West Kelso has some distinct districts—a traditional business core, commercial areas, and residential zones—with unique characteristics. The overall character of West Kelso is also largely determined by the small block size, approximately 220 by 250-foot block faces, which greatly benefits West Kelso’s walkability. This is particularly true south of W Cowlitz Way. A side effect of small blocks is that storage and service-related land uses front streets, causing some side streets (the north-south Avenues) to have a “gritty” character. See “Commercial/Light Industrial Areas” below for further discussion on this. The major character concentrations are described below.

Business District

The half block north and south of West Main Street between 6th Avenue and 1st Avenue is the traditional business core. Pedestrian-oriented, commercial buildings line Main St to create the feel of a traditional “main street.” Buildings set up to the street and the frequent zero-lot-line (i.e., side-by-side) buildings, and relatively wide sidewalks provide a comfortable walking environment. See Exhibit 14 and Exhibit 15.

The older West Kelso buildings are generally more modest than those found downtown, but are scaled for humans and provide good “bones” for a neighborhood center. Some buildings appear to be early 1900s western commercial buildings, such as those pictured below. They are generally one or two stories and have many of the characteristics that make a pleasant pedestrian environment, such as transparent storefronts, articulation at regular intervals, frequent entries, and building fronts built up to the sidewalk. However, several spaces in these buildings are currently vacant and the buildings appear to be in need of substantial rehabilitation.

Exhibit 14. Historic Buildings on Main St at 1st Avenue



Source: MAKERS, 2015.

Exhibit 15. Older commercial buildings on Main St between 5th and 6th Avenues



Source: MAKERS, 2015.

The buildings above, despite holding automotive-related uses, are pedestrian-oriented by providing visual interest through color and other articulation, allowing passersby to see the interiors of buildings, and building up to the sidewalk. These buildings also allow for land uses that aren't typically accommodated in a main street environment. In addition to automotive repair, these structures could be used for artisan manufacturing and production such as a brewery or winery, metal working, wood working, or glass blowing.

Other older commercial buildings on West Main Street are of modest construction with metal mansard-like roofs and generally plenty of windows, such as those pictured below in Exhibit 16.

Exhibit 16. Single-story commercial construction with metal mansard-like roofs and pedestrian-oriented windows



Source: MAKERS, 2015.

One new building (Exhibit 17) has taken cues from historic Kelso buildings in terms of scale, materials, and rhythm while providing a contemporary design.

Exhibit 17. New development on Main Street



Source: MAKERS, 2015.

The half block north of Catlin Street is an extension, or the “backside,” of the business core. It supports the existing businesses mostly with parking.

Auto-Oriented Commercial

Many auto-oriented developments line W Cowlitz Way, especially on the west side of West Kelso (See Exhibit 18). These buildings are characterized by large setbacks from the street, drive-through uses, and/or parking between the business entry and the street.

Exhibit 18. Auto-oriented commercial development on W Cowlitz Way near Main St



Source: MAKERS, 2015.

Commercial/Light Industrial Areas

Some West Kelso buildings look appropriate for light industrial uses with garage doors and sometimes long blank walls. These are generally located near the business core, a block or two back from Main Street or on side streets, without detracting from the main street environment (See Exhibit 19).

Exhibit 19. Commercial building appropriate for light industrial uses on Catlin St, currently used as a brewery distribution center



Source: Google Street View, 2013.

Residential Areas

Residential areas lie north and south of the commercial core. Most homes are single family houses built between 1910 and 1925 of styles typical to the Pacific Northwest (e.g., bungalows). Some houses are dated from the late 1800s, two of which are listed on the Washington Historic Register (See Exhibit 20), and others are from the 1940s, 1950s and later. A few multifamily developments are interspersed in the neighborhood.

Exhibit 20. The Nat Smith House, a Historic Register Property



Source: MAKERS, 2015.

Most residential areas are well-maintained, and because of the small blocks, human scale of the homes, and safe sidewalks, the neighborhoods feel comfortable and safe. However, between the Catlin Elementary School grounds and Cowlitz Way, a small residential area is challenged with some vacant and unkempt homes and a perception of crime as shown in Exhibit 21.

Exhibit 21. Vacant house on NW 3rd Avenue



Source: MAKERS, 2015.

Edges and Barriers

West Kelso is bounded by natural and built features. The Cowlitz River runs along the eastern boundary, separating West Kelso from downtown Kelso. Because the levee raises the ground level significantly around the river, the river is not an easily accessible amenity, and the levee acts as a barrier (See Exhibit 22).

Exhibit 22. River levee (as seen from 1st Avenue at Main St) acts as a barrier



Source: MAKERS, 2015.

To the northwest, a hill rises from West Kelso, referred to as Columbia Heights and Longview Heights. The steep topography, open space and stream corridor, and railroad tracks at the base of the hill form a semi-permeable boundary on the northwest side (See Exhibit 23). A regional, auto-oriented shopping mall bounds the western edge. Large public uses bound the subarea on the southern edge, including the Cowlitz County Fairgrounds and Conference Center, WSU Cowlitz County Extension, and the Cowlitz County Jail and District Court. These edges provide a clear distinction between West Kelso and neighboring areas and concentrate activity within the subarea.

Exhibit 23. A hill provides a backdrop to northwestern West Kelso



Source: MAKERS, 2015.

W Cowlitz Way/Highway 4 acts as an edge, or barrier in some cases, within West Kelso. As a six-lane highway, it serves automobiles. However, for pedestrians, it is difficult to cross and its sidewalks are rarely buffered from the traffic. Between Long Avenue and 3rd Avenue, Cowlitz Way transitions into an above ground bridge. On these blocks, it is too low to traverse beneath, so it is a barrier. Between 3rd and 1st Avenues, it raises far enough above ground level to create a permeable edge between the residential area and the business core (See Exhibit 24).

Exhibit 24. W Cowlitz Way/Highway 4 Bridge underpass



Source: MAKERS, 2015.

A perception of a lack of safety beneath the bridges prevents people from using the trail along the levee that provides views such as those in Exhibit 25. This is a cultural or societal barrier to using the riverfront.

Exhibit 25. Perception of crime beneath the bridges is a barrier to riverfront enjoyment



Source: MAKERS, 2015.

Catlin Street, if expanded, may also act as a barrier. Its current width is appropriate for a pedestrian environment.

Gateways

Major gateways include the two bridges over the Cowlitz River, the Allen Street Bridge (See Exhibit 26), and the Cowlitz Way/Highway 4 Bridge. These two gateways carry people from Kelso and I-5 and naturally act as major signifiers of entry into a different neighborhood.

Exhibit 26. Highway signs on the Allen Street Bridge



Source: Google Earth, 2015.

Exhibit 27. Cowlitz Way/Highway 4 Bridge entry into West Kelso



Source: Google Earth, 2015.

Though the Allen Street Bridge signifies a transition between areas, the highway signs identify destinations further than West Kelso. The historic building on the southwest corner of Main St W and 1st Avenue NW (Exhibit 28) is a prominent feature that more clearly marks entry into West Kelso by setting up a main street environment and suggesting that places of interest exist on Main St. The mural of a historic scene also helps to distinguish this gateway corner.

Exhibit 28. Historic two-story building with mural acts as gateway



Source: Google Earth, 2015.

For those arriving from communities further west, Highway 4/Ocean Beach Highway/Catlin Street at Washington Way/W Cowlitz Way is the major entrance into the neighborhood. Longview residents generally arrive at the same intersection but via Washington Way. This intersection (pictured below) is auto-oriented and does not suggest a change from the highway environment to West Kelso.

Exhibit 29. Washington Way/W Cowlitz Way at Catlin St. entry to West Kelso



Source: Google Street View, 2015.

Although the intersection above is the entrance to the neighborhood, an existing gateway feature one block northeast at the Washington Way and W Main Street intersection marks entry to the commercial main street (pictured below). This may be a more appropriate location for a gateway as Catlin Street is now the major through route for people not intending on stopping in West Kelso. This gateway, although not prominent, does suggest a change from the highway environment to a more human-scaled environment.

Exhibit 30. Existing gateway feature at W Cowlitz Way/Washington Way and W Main St



Source: MAKERS, 2015.

Some minor gateways to West Kelso include the following:

- Columbia Heights residents arrive on Long Avenue at Fishers Lane on the north side.
- Others from northern communities may arrive on Highway 411/1st Avenue NW at Fishers Lane.

- Some people coming from Longview may arrive via Highway 411/1st Avenue NW on the southeastern boundary.

Views

Both bridges provide views of the river, Kelso, West Kelso, and surrounding hills as shown in Exhibit 31.

Exhibit 31. View from the Allen St Bridge into West Kelso



Source: Google Street View, 2012.

A trail running along the west side of the Cowlitz River also provides river views (See Exhibit 32).

Exhibit 32. Views from Trail



Source: MAKERS, 2015.

Landmarks

Landmarks in or near West Kelso include:

- The Senior Center and Spray Park
- The historic building and mural on Main St near 1st Avenue
- The bridges
- The Cowlitz River
- The Columbia and Longview Hills
- Catlin Elementary School
- Red Leaf Coffee

- New landscaped areas around the Main St realignment
- Historic homes
- A variety of stores with unique, eye-catching decorations

Exhibit 33. Senior Center and Spray Park



Source: MAKERS, 2015.

Exhibit 34. Historic building with mural



Source: MAKERS, 2015.

Exhibit 35. New landscaped areas around Main St Realignment



Source: MAKERS, 2015.

Exhibit 36. Unique Decorations

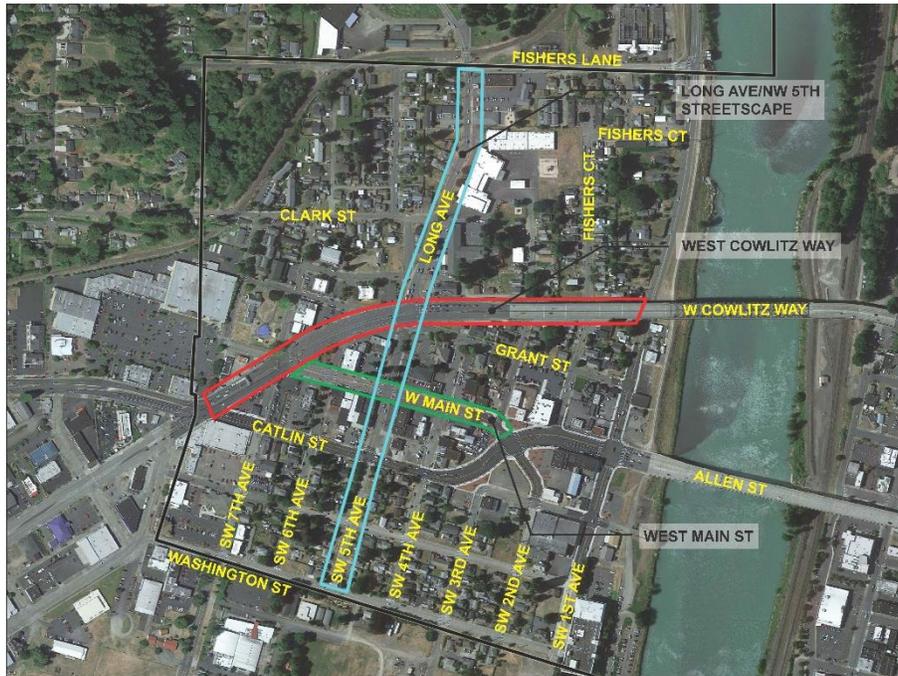


Source: MAKERS, 2015.

3.1 Streetscape and Public Space Assessment

This section describes the existing conditions of West Kelso’s streetscape. Exhibit 37 highlights the major streetscapes in West Kelso as described below.

Exhibit 37. West Kelso Existing Streetscape (2015)



Source: MacKay Sposito, 2015.

Catlin Streetscape

Catlin from 1st Avenue to West Cowlitz Way or Washington Street

1st Avenue to SW 4th Avenue

- Roadway improvements were recently completed and include intersection improvements at 1st Avenue and 2nd Avenue. The re-alignment of Caitlin St created opportunities for public open space along the eastern portion of the corridor and connects Downtown Kelso with The City of Longview. Improvements include 12’ wide sidewalks, street trees and landscaping, bike lanes, street lighting, traffic striping, and pedestrian crossings improvements. The 1st Avenue roadway improvements extend from this intersection to the south to Lincoln Street and to the north 160’ beyond Grant St. Roadway improvements include modifications to the intersection at Catlin and 1st Avenue and comprise of 10’ wide sidewalks, street lighting, traffic striping, and pedestrian crossings. Street parking has not been provided as part of these improvements.
- There are a few structures that were built to the edge of the right of way along this section of the roadway providing an urban feel. On both sides of the roadway there are pockets of existing development where views are of open parking lots leaving gaps between the urban and suburban environment.
- As part of this roadway reconfiguration several publicly owned properties were created as shown in Exhibit 41. **Error! Reference source not found.** Parcel 1 is approximately .09 acres and is located at

the south corner of 2nd Ave SW and W. Main Street and is mainly landscaped with mulch, shrubs and trees. Parcel 2 is a .4 acre gravel lot between 2nd Avenue SW and SW 3rd Ave and is comprised of a gravel lot surrounded on all sides with sidewalks ranging from 5-8'. New sidewalks include either a planter strip on 2nd Avenue SW and street tree plantings on W Main Street. Parcel 3 is a .08 acre landscaped area that is adjacent to parcel 2 and is landscaped with mulch, shrubs and trees. Parcel 4 is a .07 acre landscaped area comprised of mulch, shrubs and trees. All four parcels have high visibility to Caitlin Street. At each intersection pedestrian improvements include new ADA ramps and frontage improvements on the north side of the roadway from 7th Avenue SW to West Cowlitz Way have recently been improved as part of the roadway project.

- There are very little structures that are or were built to the edge of the right of way along this section the majority of the roadway alignment adjacencies are comprised of open parking lots on the north side of the roadway or single family residences on the south side.

SW 5th Ave to West Cowlitz Way or Washington Street

- Roadway improvements for this section of alignment mainly comprise of ADA ramps at each intersection that tie into the existing 5' sidewalks. Between SW 4th Avenue and SW 7th Avenue the sidewalks are separated from the roadway with a grass strip. The sidewalks at this intersection transition to attached sidewalks with street trees on the north side of West Main Street.
- There are businesses that front the right of way along this section on the north side of the road and over half of the roadway alignment adjacencies are open parking lots with low visual quality. The south side of Catlin for this section is comprised of mainly single family residences and a large retailer at the corner of Catlin and W Cowlitz Way/Washington Street.

West Main Street/Catlin from 3rd Avenue to West Cowlitz Way/Washington Street

- West Main Street is a four block area that extends from NW 3rd Avenue to W. Cowlitz Way/Washington Street. As part of the Catlin improvements the east end of West Main St. was modified to a 90 degree intersection creating a safer traffic condition and pedestrian environment. The roadway improvements at this intersection include pedestrian crossings, lighted intersection, street trees, landscaping, and a detached 6' wide sidewalk on both sides of the road for approximately 180 lineal feet that then ties into the existing 12' wide curb tight sidewalk. From 4th Avenue to West Cowlitz Way/Washington Street there are not any street trees or pedestrian amenities provided other than street lighting. Parallel parking is provided along this corridor.
- This corridor is currently being planned for a 'road diet' and will go from 2 lanes with turn pockets to a 2 lane road system. This will provide for additional parking, bike lanes, and streetscape increasing pedestrian connectivity.
- There are many structures that front the right of way on both the north and south side of the road along this section creating a strong urban presence throughout this corridor. There are adjacent open parking lots but many of these are screened with landscaping creating a low buffer.

W Cowlitz Way Streetscape

West Cowlitz Way

- This roadway is another primary access point connecting the City of Kelso to the City of Longview, Exhibit 2. Due to the bridge structure there isn't an interface with 1st Avenue NW, 2nd Avenue NW and NW 3rd Avenue. Pedestrian access along the bridge and roadway exist and include an attached 6' sidewalk on both sides of the roadway until Long Avenue or NW 5th Avenue. A transit stop has been provided on the south side of roadway close to the intersection of Grant Street and W Cowlitz

Way. Right of way landscaping consists of mown lawn areas that extend to the NW 5th Avenue or Long Avenue intersection. It is at this intersection where the sidewalks on both the north and south sides of the roads vary and are either attached or become detached depending on the individual property owner and business type making pedestrian connectivity difficult.

- Most of the structures along this corridor are set back from the right of way and parking lots fronting the roadway dominate the visual experience and create a commercial experience for both the pedestrian and vehicle.

Long Avenue/NW 5th Avenue Streetscape

Fishers Lane to W Cowlitz Way

- This collector street provides a north south connection through the subarea and is an important connection between the Columbia Heights residential areas to the north to the Fairgrounds to the south. It also provides for connections to the adjacent neighborhoods, provides access to the elementary school, commercial areas and W Cowlitz Way, as shown in Exhibit 37.
- The right of way consists of detached and attached sidewalks and in some cases the sidewalk transitions to asphalt parking making pedestrian connectivity difficult in some areas. It was also noted that there were not many ADA ramps provided at the intersections and there is limited pedestrian amenities such as landscape areas and street trees. Where detached sidewalks exist mown lawn areas have been installed.

Neighborhood Streetscapes

Single Family Neighborhoods

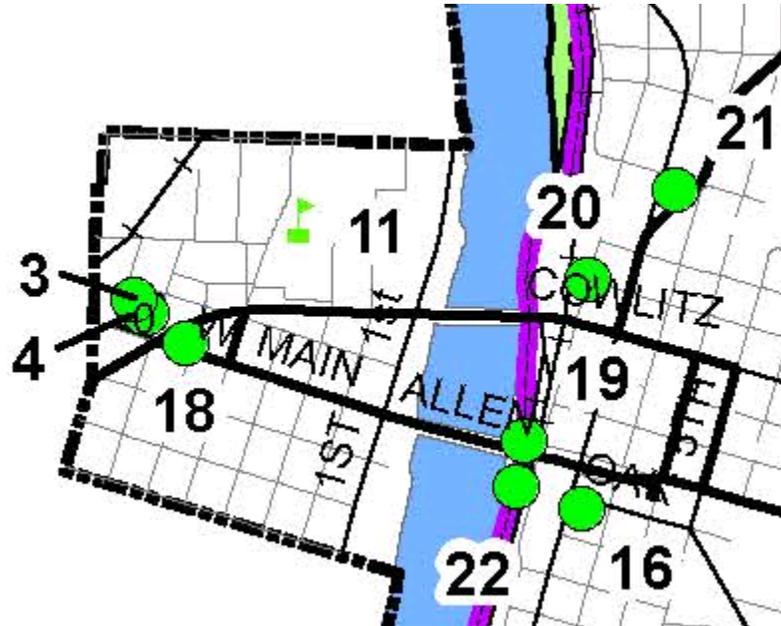
- There are several distinct single family neighborhoods in this subarea, Exhibit 3. The southern neighborhood is bounded by two east west roadways, Catlin Street and Washington Street and two north south roadways 1st Avenue SW and 7th Avenue SW. Exhibit 3 area A. In this neighborhood all streets have 5' detached sidewalks providing strong pedestrian connections to the surrounding land uses. The landscape consists mainly of mown lawn areas with very few street trees or other pedestrian amenities provided.
- The north eastern neighborhood is bound by two north south roadways, NW 1st Avenue and NW 3rd Avenue and two north south roadways, Grant Street and Fishers Lane. Exhibit 3 Area B. Both are similar to the southern neighborhood and provide pedestrian connectivity with limited street tree trees and other pedestrian amenities. However, as NW 1st Street or Hwy 411 continues to the north the sidewalk on the east side of the road is non-existent while there is a 5' attached sidewalk on the west side of the road that continues to the northern subarea boundary.
- The north western neighborhood is bound by two east west roadways, Fishers Lane and Royal Street and two north south roadways, Long Avenue and the railroad tracks. See Exhibit 3 area C. This combination of single and multifamily residences is similar to what we have seen in the other neighborhoods with detached sidewalks, mown tree lawn areas, and little pedestrian amenities. However, there is a small pocket of single family housing that is accessed by alleys that provide no pedestrian amenities, such as the north end of NW 7th Avenue.

Public Space Assessment

Parks

Exhibit 38 shows the inventory of city managed parks properties in West Kelso.

Exhibit 38. West Kelso Parks Inventory



Note: 3 – Catlin Hall, 4 – Catlin Spray Park, 11 – Catlin Elementary School, 18 – Triangle Park.

Source: City of Kelso, 2013; BERK, 2015.

Catlin Rotary Spray Park

A small park exists as part of the senior center property and is called Catlin Rotary Spray Park as shown in Exhibit 39, Area D. This open space provides open lawn areas with a few large mature shade trees and pathways. The Rotary with assistance from the City maintains a small splash pad that is open during the summer months. Picnic tables and shelters have been added over time. This park is fairly visible from the adjacent roadways and is the only park in the subarea.

Pocket Park/Triangle Park

There is a small pocket park at the North West corner of W Main St and W Cowlitz Way/Washington St, Exhibit 39, Area E. The .10 acre open space is currently used to identify the entrance to the City of Kelso. The open space consists of an entry monument sign, landscaping that includes shrubs, grasses and trees. All three sides of the open space are surrounded by 6' wide attached sidewalks. This pocket park is highly visible from both W Main St and W Cowlitz Way/Washington St.

Exhibit 39. Public Space Assessment



Source: Google Earth, 2015; MacKay Sposito, 2015

Trails

West Kelso has no existing formal trails, although there are plans to create a trail network throughout Kelso, which would include parts of West Kelso. Trails in West Kelso are shown in Exhibit 40, where the flag in West Kelso represents the school, the green represents public land, and the red represents potential trails (while blue shows existing trails).

Exhibit 40. West Kelso Trails



Note: Flag = school, Green = public land, Red = potential trail, Blue = existing trail.

Source: City of Kelso, 2013; BERK, 2015.

3.2 City Owned Properties

The City of Kelso acquired additional right-of-way (ROW) as part of the first phase of the West Main Street Realignment Project (See Exhibit 41). Parcels 1, 3, and 4 on Exhibit 41 were planted with landscaping and mulch as part of the project. Parcel 2 is currently part of the public ROW, but could be subdivided and redeveloped. Parcels 1, 3, and 4 could also support additional functions beyond landscaping such as places for public art, pedestrian seating areas, gateway elements, pedestrian furniture, and small events and activities.

In addition to the Kelso Senior Center and the Pocket Park, city-owned properties includes a stormwater facility on the southeast corner of SW 1st Avenue and Catlin Street, (Exhibit 39, Area F) and a gravel parking lot on the north east corner of this same intersection (Exhibit 39, Area G).

Exhibit 41. Public Open Space at West Main and Catlin



Source: Google Earth, 2015; MacKay Sposito, 2015.

3.3 Infrastructure and Capital Plans

Sanitary Sewer

The *2011 Kelso General Sewer and Facilities Plan* identified the sewer basin in the subarea as K-4 north of Grant Street and K-5 to the south of W Main Street (See Attachment A). Ninety percent of both basins flow into the Catlin pump station and then is pumped to the 3rd Avenue Interceptor. The 3rd Avenue interceptor can flow to either the Kelso-Longview pump station or to the West Industrial Way Pump Station. Both of these stations are directly tied to the Three Rivers Regional Wastewater Treatment Plan. As part of the *2011 Kelso General Sewer and Facilities Plan* these basins, pump stations, and sewer system were evaluated and future demand was calculated based on 20-year growth projections.

These projections and recommendations are based on information that shows the collection system within the subarea is adequate to carry peak hour flows for a 25-year event. Pump station improvements and city wide sewer repairs.

The *2014-2019 Six Year Capital Improvement Project* identifies sewer system improvements within the subarea. Projects include the NW 2nd Avenue Sewer Replacement.

In summary, the subarea can accommodate the projected growth and there is capacity within the existing system for new development.

See Appendix C for the Kelso Sewer Service Area.

Water System

The *2012 Water System Plan*, updated in 2013, describes the West Kelso subarea as located in pressure zone 188 (See Attachment B).

The subarea is serviced by the following:

- A 12-inch water line that cross both the Allen Street Bridge and W Cowlitz Way.
- Three 10" water lines that connect W Main to Grant Street and Cowlitz Way. In addition, there is a small section of 16" water line in Cowlitz Way running from SW 1st Avenue to SW 2nd Avenue.

- Water is then distributed throughout the area with a combination of 6" and 8" lines. The smaller 6" lines mainly serve the residential areas while the larger 8" lines service the commercial areas.

A 20-year forecast for water system demand for the Longview and Kelso urban areas is provided in the plan update. Based on population forecasts and demand, improvements have been provided.

The *2014-2019 Six Year Capital Improvement Project* identifies water system improvements within the subarea. Projects include:

- The 2nd Avenue intertie at Fishers Land to Cowlitz Way, where the existing intertie connection with Longview would be upsized to increase the flow capacity by replacing an 8" iron pipe with a new 12" main from Fishers Lane to Cowlitz Way by the way of 2nd Avenue.

In summary the subarea is adequately served to accommodate the projected growth of this area and there is capacity, both within the existing system and being built, for new development.

Stormwater System

The *2013 Stormwater Management Plan*, Section A.2 West Kelso Watershed, provides a detailed description of the water basin and collection system for the subarea. The subarea is broken into four drainage basins, 34 a, b, c, and d. See Appendix D for more details.

- Basin 34a is located in the northwest corner of the subarea and drains the area north of Grant Street and west of Long view Avenue, to the west city limits and north to Fishers lane.
- Basin 34b is located in the northeast corner of the subarea and drains the area north of West Main St and east of 4th and Long Avenues and east to 1st Avenue NW and north to Fishers Lane, including the Catlin Elementary School.
- Basin 34c is located in the southwest corner of the subarea and drains the area south of Cowlitz Way and Grant Street, south to Washington St. and 8th Avenue east to 4th Avenue.
- Basin 34d is located in the southeast corner of the subarea and drains the area east of 4th Avenue and south of West Main St, east to 1st Avenue Northwest and south to Washington Street.

Recommendations in the report include requiring existing pipe to be replaced with large diameter pipes to better the flow conditions, backflow prevention devices installed at outfalls, and further investigation of catch basins to prevent surcharging during major flood event.

The *2014-2019 Six Year Capital Improvement Project* does not identify stormwater or system improvements within the subarea.

The stormwater system infrastructure, while adequate for new development, will need to be evaluated on a case-by-case basis to ensure that additional capacity to the system does not create surcharging or tax the downstream system. To reduce these impacts, low-impact stormwater practices should be implemented for all new development.

See Appendix D for the stormwater changes to zoning designations.

3.4 Housing

This section describes current household and housing stock characteristics, including units, occupancy, tenure, households, and affordability.

Housing Stock

Much of West Kelso’s land is zoned for residential uses, both single family residential and multi-family. The existing land use pattern is mostly single family housing and vacant land surrounding the commercial corridor along Main Street and Washington Way that connects Longview to Downtown Kelso. The housing stock is generally in good condition, with some areas containing homes that have not been well maintained. A large majority of the residential structures in West Kelso were built before 1950, and very few structures have been built in the past few decades.

HUD’s Housing Affordability Index estimates that there is a household density of 3.6 households per acre in West Kelso, with a block density of about .45 blocks per acre. HUD also estimates that on average, there were about 5.4 rooms per unit for owner units and 3.9 rooms per unit for renter units. (HUD, 2015)

Units

In 2010 there were 386 housing units in West Kelso, a 13% decrease from the 443 units in 2000. Around 92% of these units were occupied in 2010 (US Census Bureau, 2000 & 2010).

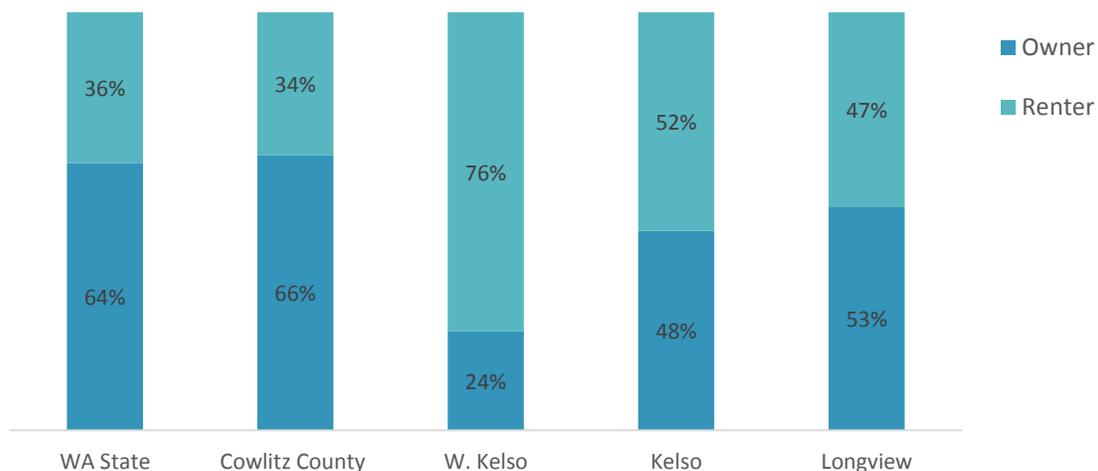
Occupancy

The share of occupied (92%) versus vacant (8%) units was consistent between 2000 and 2010. This occupancy rate is similar to the citywide rates for Kelso and Longview, as well as the countywide rate for Cowlitz County. Overall population in occupied units decreased by 13% over the decade between 2000 and 2010, but there was a 3% increase in population living in owned units while there was an 18% decrease in population living in rental units (US Census Bureau, 2000 & 2010). The trends indicate a reduction in both the total number of housing units, most of which were rental units.

Tenure

West Kelso’s population is largely renters, with a 2010 renter rate of 76% and owner rate of 24%. The neighborhood’s tenure of renters is notably higher than that of Kelso as a whole, Longview, Cowlitz County, and Washington State.

Exhibit 42. Housing Tenure



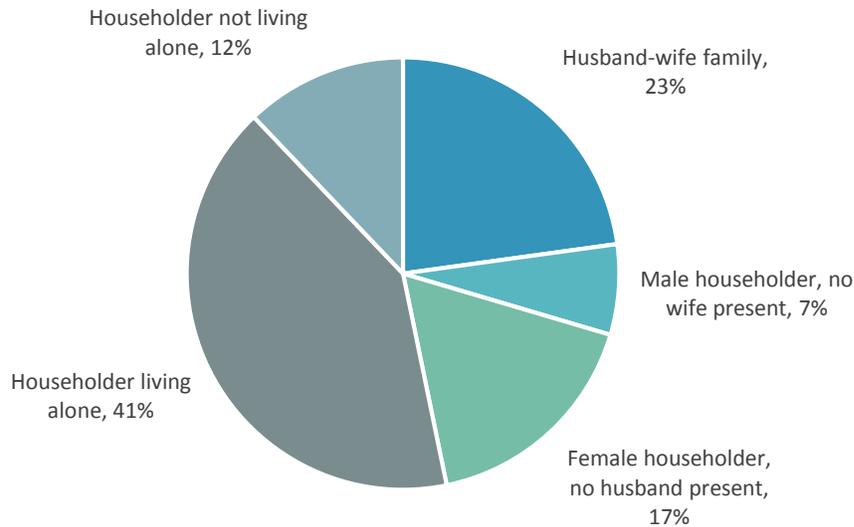
Source: U.S. Census, H3, 2010.

Households

Around 39% of owner households in West Kelso are between the ages of 25 and 54, while 70% of renters are under the age of 54. Forty-seven percent of households are family households, while 53% are nonfamily households.

Exhibit 43 shows the household types in West Kelso in 2010. The predominant household type was householders living alone, followed by husband-wife families.

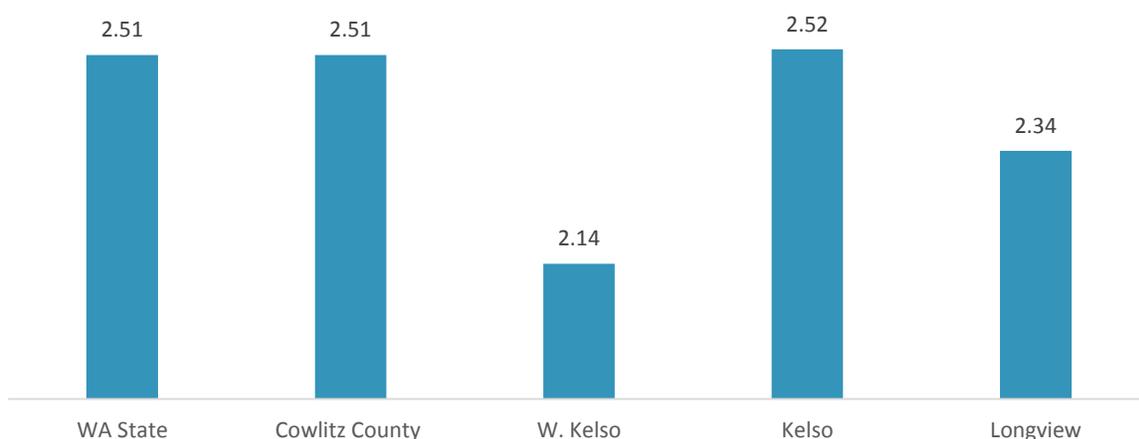
Exhibit 43. West Kelso Household Type, 2010



Source: U.S. Census, P18, 2010.

The most predominant household size for owners in West Kelso was two persons, while the most common household size for renters was one person. Average household size in 2010 for West Kelso was significantly lower than in Kelso, Longview, Cowlitz County, and Washington State, as shown in Exhibit 44. Although average household size remained the same in West Kelso between 2000 and 2010, owner-occupied households increased in average size by 19%. Over the same time period, renter-occupied households saw a 6% decrease in average size. (US Census Bureau, 2000 & 2010)

Exhibit 44. Average Household Size, 2010



Source: U.S. Census, H11, 2010.

Data compiled by HUD from the 2012 5-year ACS estimates that average household size was 1.9 for owners in 2012 and 2.3 for renters in 2012.

The age of householders in West Kelso skewed slightly younger than the rest of Kelso, Longview, and Cowlitz County. The age of householder makeup was similar to that of Washington State. Exhibit 45 shows the distribution of householders by age. (US Census Bureau, 2000 & 2010)

Exhibit 45. Age of Householders, 2010



Source: US Census, H17, 2010.

Affordability

According to the US Department of Housing and Urban Development’s Location Affordability Portal, a median-income family household in West Kelso has an average housing and transportation cost of 47% of household income. The index assumes a family of four people with two commuters, which is a larger household than the 2010 average of 2.14 in West Kelso. The estimated Area Median Income (AMI) for households of this type is \$46,568. Combined housing and transportation costs are estimated to be higher for owners than for renters for all household types analyzed by HUD (including low-income individuals, single professionals, median income families of four, dual professional families and others). (HUD, 2015)

4.0 CHALLENGES AND OPPORTUNITIES

West Kelso faces challenges for revitalizing the neighborhood, but with those challenges come opportunities to capitalize on existing assets in the revitalization effort.

Challenges

- Older housing stock and lack of property and building maintenance in certain areas
- High traffic volumes decrease walkability and pedestrian mobility and comfort
- Perceptions of high drug use and crime
- Vacant commercial buildings and need for rehabilitation
- Lack of connections to the Waterfront
- Low incomes and high poverty rates
- Disproportionately low home ownership rates

Opportunities

- West Main Streetscape Project
- West Main Street Realignment Phase II
- Publicly-owned properties at the intersection of Catlin Street and West Main Street may be redeveloped
- Historic buildings
- Fairgrounds Master Plan
- High traffic volumes
- Reinforce traditional street grid with pedestrian and bicycle improvements
- Connections to Longview and Downtown Kelso
- Volunteer Kelso and other community organizations
- Programming of public spaces and events
- Proximity to I-5

4.1 Stakeholder Interviews

The consultant team interviewed representatives from a variety of West Kelso stakeholder groups, including the school district, police, council members, volunteers, developers, and property owners. Stakeholders raised issues, opportunities, and priorities for West Kelso. The following themes reflect stakeholders' perceptions (i.e., they are not intended to represent factual evidence) and will be considered in the planning process (See Appendix A for the interview list).

Challenges

Crime and Safety

The residential area on 3rd and 4th Avenues and the alley between Catlin Elementary School and Highway 4/W Cowlitz Way, locally referred to as "Methlehem," is a prominent issue for all stakeholders. Opinions about this area include:

- Building a walking culture is difficult because it does not feel safe to walk around.
- Businesses may not move into the area until it is cleaned up.
- Kelso's crime rate is higher than other communities, and its crimes are typically related to drugs or I-5 corridor problems. However, violent crime has decreased, and there have been no homicides in "Methlehem" since 2006. Some stakeholders felt drug issues were no worse in Kelso than elsewhere in the nation.
- Landlords and homeowners should maintain the homes better and perform background checks when evaluating renters.
- Hypodermic needles are sometimes found on the elementary school grounds. Stakeholders are concerned about the children who walk home through this area.
- Some stakeholders perceive that the problems have intensified since a homeless shelter opened nearby, but others say the area has improved over the years.

- Some recommend replacing existing housing with condos, restaurants, affordable housing, and/or parks but agree that this approach would likely push crime elsewhere.
- Some focused on addressing the root causes of the crime by focusing on rehabilitation, counseling, and social services. Some have heard that service agencies place ex-convicts and ex-homeless people in the neighborhood and would like to see this more distributed.

Middle Class Attraction and Housing

West Kelso needs to attract more middle class residents. Young adults have few job opportunities in the area, and the community needs a more diverse housing stock. In particular, the area lacks condos or other housing types appropriate for younger adults wishing for a smaller footprint and less maintenance than a house. A sense of safety and community amenities would also help attract a middle class.

Parks

West Kelso lacks parks, especially small parks for community gathering and kids play. The Spray Park, although a great amenity, is overcrowded during the summer. Desired activities include a playground, community garden, nature walk, educational natural area (e.g., pond), barbeque pits, picnic area, movies in the park, skate-park, and kids' entertainment.

Mobility

Safe and comfortable walking routes are desired throughout West Kelso. Sidewalks need improvement. Walking routes to schools should be a priority.

Cowlitz Transit has been improving, but some stakeholders believe further improvements are needed to better serve community members. Some ideas include a fare-less ride and a short local express route that connects major destinations (e.g., grocery store, medical center) to shorten the ride time.

Some noted a need for more parking.

Youth Activities

Youth have few entertainment opportunities in the area. Red Leaf Coffee, the theater at the mall, and the Spray Park are some of the places they tend to gather.

Urban Design

Some stakeholders mentioned a desire for aesthetically pleasing, iconic urban design elements like the Sundial Bridge in Redding, CA.

Main St and Catlin St

The image of W Main Street is improving. Many years ago, it was the entertainment district for loggers, and "seedy" uses have slowly been replaced by other businesses. However, some buildings on W Main Street are in need of upkeep or improvements.

A particular issue relates to the historic building on Main Street near 1st Avenue. During the realignment, businesses left the historic building. Preservation of the historic building is important, but at the same time, the upgrades needed may be prohibitively expensive.

Businesses appreciate the automobile traffic coming from West Longview. However, stakeholders held varying opinions on the recent W Main Street realignment. Some believe that traffic flows better, some believe it created two viable commercial corridors, some appreciate the landscaped plantings, and others feel it physically divided the community.

If the Catlin Street improvement project receives funding, residential buildings along Catlin Street would be removed. Some stakeholders would like to consider commercial zoning along Catlin Street but are also concerned about the small area this may leave for the residential blocks to the south. In addition, a street name change should be considered for the western portion of Catlin Street, perhaps to “Allen Street.”

Assets and Opportunities

Kelso Schools

Kelso has great schools and a strong culture around them. The “We are Kelso” phrase, originating from Friday night football, has become a slogan and symbol of community pride envied by neighboring communities. The schools also have innovative programs like gardening.

Local Small Businesses

Local small businesses are appreciated by the community. Stakeholders would like to see the existing businesses promoted and new businesses drawn to West Kelso. A few noted a desire for “cool” new businesses like mobile food vendors.

A Merchants Association existed briefly during the realignment project, but otherwise, the West Kelso businesses do not seem to pool resources. The Downtown Association tends to work only east of the river.

Wildlife, the River, Hunting, and Fishing

The Cowlitz River is an unrealized asset and could be used for active recreation, fishing, nature viewing, trails, etc. Boat launches and places for safe play along the water are desired. Views of the river could be appreciated from tall condos. Access and views to the water are limited because of the dyke. Use of the riverside has been declining with people fishing less and joggers avoiding the trail because of fear of crime under the bridges.

In the past, the nearby wilderness, hunting, and fishing opportunities provided a strong basis for Kelso residents’ culture. However, new land access fees have limited access to timberlands, and parking fees have discouraged fishing. That said, hunters from Portland and Seattle often travel to the Kelso area for hunting opportunities.

Other

- The Senior Center was recently remodeled and serves community functions well with a nice kitchen.
- The Foster Farms Plant provides many jobs and increases the racial and ethnic make-up of the community.
- The Expo Center at the Fairgrounds provides a venue for large events. A hotel and conference center has been proposed near the fairgrounds.
- The proximity to Portland and Seattle is appreciated.
- Tam O’Shanter Park in eastern Kelso is seen as a great asset.

Public Engagement Opportunities

Stakeholders also provided advice on the most effective ways to involve people in this planning process. Ideas include:

- Advertise events on the Volunteer Kelso Facebook page.
- Provide free items and food at events.

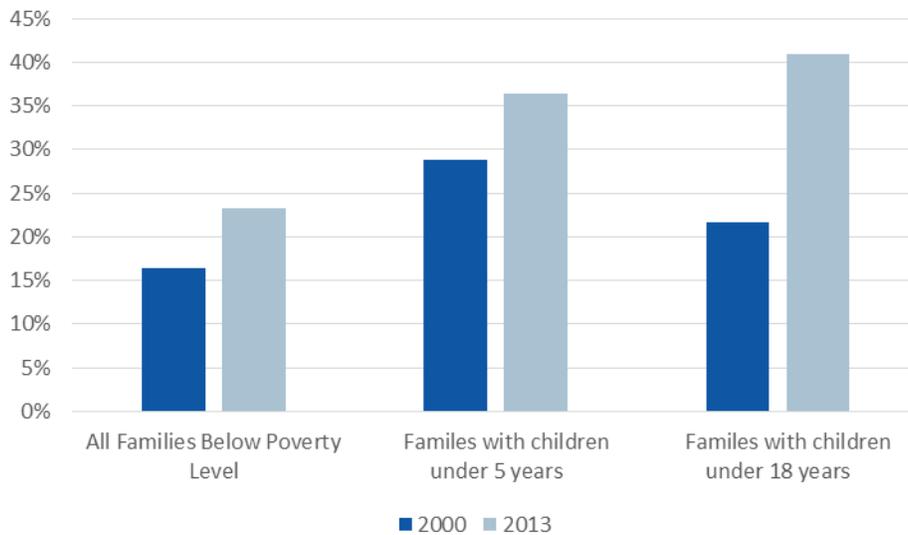
- Offer kids activities at events.
- Tie the process to cleanup of the neighborhood.
- Attend a Rotary meeting: Thursdays at noon at the Elks building.
- Attend a School Board meeting: Monday evenings at 7pm.
- Involve other organizations, including the Rotary Club, Kelso Downtown Revitalization, South Kelso Neighborhood Association, Volunteer Kelso, the Lions Club, the Kiwanis Club, the Senior Center, and the Downtown Association.
- Host a coffee talk at Red Leaf Coffee.
- Have a booth or some kind of presence at the Kelso Highlander Festival at Tam O’Shanter Park and High School: held in September.

5.0 ECONOMIC CONDITIONS + MARKET ANALYSIS

Economic Conditions

Economic conditions in West Kelso are challenged by the low household incomes, high poverty rates, and decreasing employment that characterize Kelso as a whole. Exhibit 46 shows an increase in poverty levels in every category between 2000 and 2010 for the City as a whole. The percentage of Kelso families with children under 18 living in poverty almost doubled between 2000 and 2010.

Exhibit 46. Poverty Levels



Source: Census, 2000 and 2010; 2015; BERK, 2015

Between 2000 and 2013 the median household income in Kelso grew less than \$6,000, or approximately 1.6% a year, to \$35,381. See Exhibit 47.

Exhibit 47. Income Trends

	2000	2013
Per Capita Income	\$15,162	\$16,431
Median Household Income	\$29,722	\$35,381

Median Family Income	\$36,784	\$43,179
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Source: Census, 2000 and 2013; BERK, 2015

Between 2000 and 2013 the percentage of those over 16 in the workforce that are employed decreased 9% while the total number of unemployed almost doubled. See Exhibit 48.

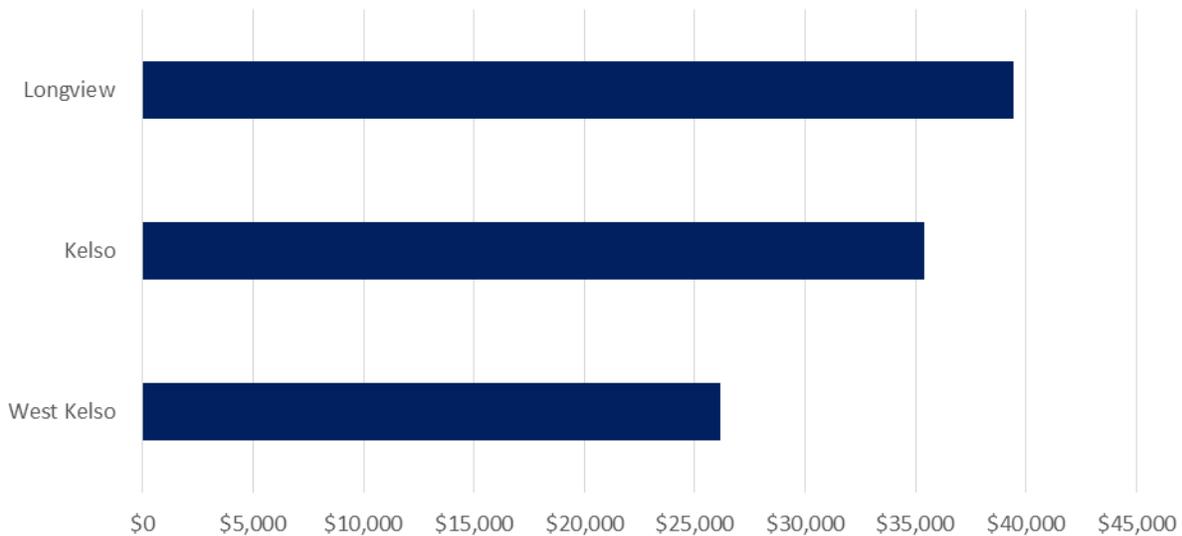
Exhibit 48. Employment Trends

	2000		2013	
	Number	Percent	Number	Percent
Employed	4,590	51%	3,922	42%
Unemployed	597	7%	1,051	11%

Source: Census, 2000 and 2010; BERK, 2015

West Kelso has a lower median income than the City of Kelso as a whole or the City of Longview, as shown in Exhibit 49. According to the 2013 American Community Survey, West Kelso has a median income of \$26,165, compared to \$35,381 in Kelso as a whole and \$39,422 in Longview.

Exhibit 49. Median Income in West Kelso, Kelso, and Longview



Source: Census ACS, 2013

Market Conditions

Together, Kelso and Longview serve as the regional center for the surrounding western Cowlitz County communities. With additional shopping and services options located 45 minutes to the north in Centralia/Chehalis and 45 minutes or more to the south in Vancouver/Portland, regional residents obtain many goods and services from Kelso/Longview-based providers. This region-serving role explains the presence of the Three Rivers Mall and large scale retailers. Commercial uses in *West Kelso* are observed to be predominantly local-serving (a café, a few restaurants, auto parts and repair). Some establishments serve customers in the larger Kelso/Longview area, but likely do not attract significant numbers of customers from outside this immediate market. As noted in the Built Environment chapter, these establishments provide easy auto access while also providing a pedestrian-oriented feel.

The realignment of Catlin Street creates two distinct but closely connected commercial environments. Additional traffic along Catlin and across the Allen Street Bridge may create an opportunity to locate new auto-oriented, local- and region-serving retailers and service providers. The relatively quieter, pedestrian-

oriented feel of the repurposed Main Street may be conducive to establishments that meet the needs of local residents within walking distance. The Main Street environment, with its more distinctive buildings and defined, walkable corridor may attract more unique establishments that draw customers from the broader Kelso/Longview market area.

Catlin Street. As noted above, Catlin Street may lend itself to additional auto-oriented uses that capitalize on the region-serving role of the Kelso/Longview economy. This corridor, which is attractive for its central location and high volume of pass-through traffic, may attract uses such as pharmacies, banks and financial services firms, auto supply stores, gas stations, and limited service eateries.

Additional discussion with City staff and community stakeholders is needed to determine if these uses, which could add development and commercial activity in the area, are desired by the community. Additional market analysis could be conducted to better understand the unmet demand for such services in the Kelso/Longview area. Another consideration is the availability of comparable development opportunities elsewhere in Kelso or Longview.

Main Street. Residents of West Kelso are unable to obtain many daily goods and services in the immediate neighborhood. This may point to an opportunity to locate a grocery store, pharmacy, and additional food and drink establishments in the area. The low income noted in the Economic Conditions section above will create some challenges, and the viability of such commercial uses will be strengthened by ongoing efforts to improve the quality of the surrounding residential neighborhood and built environment around Main Street.

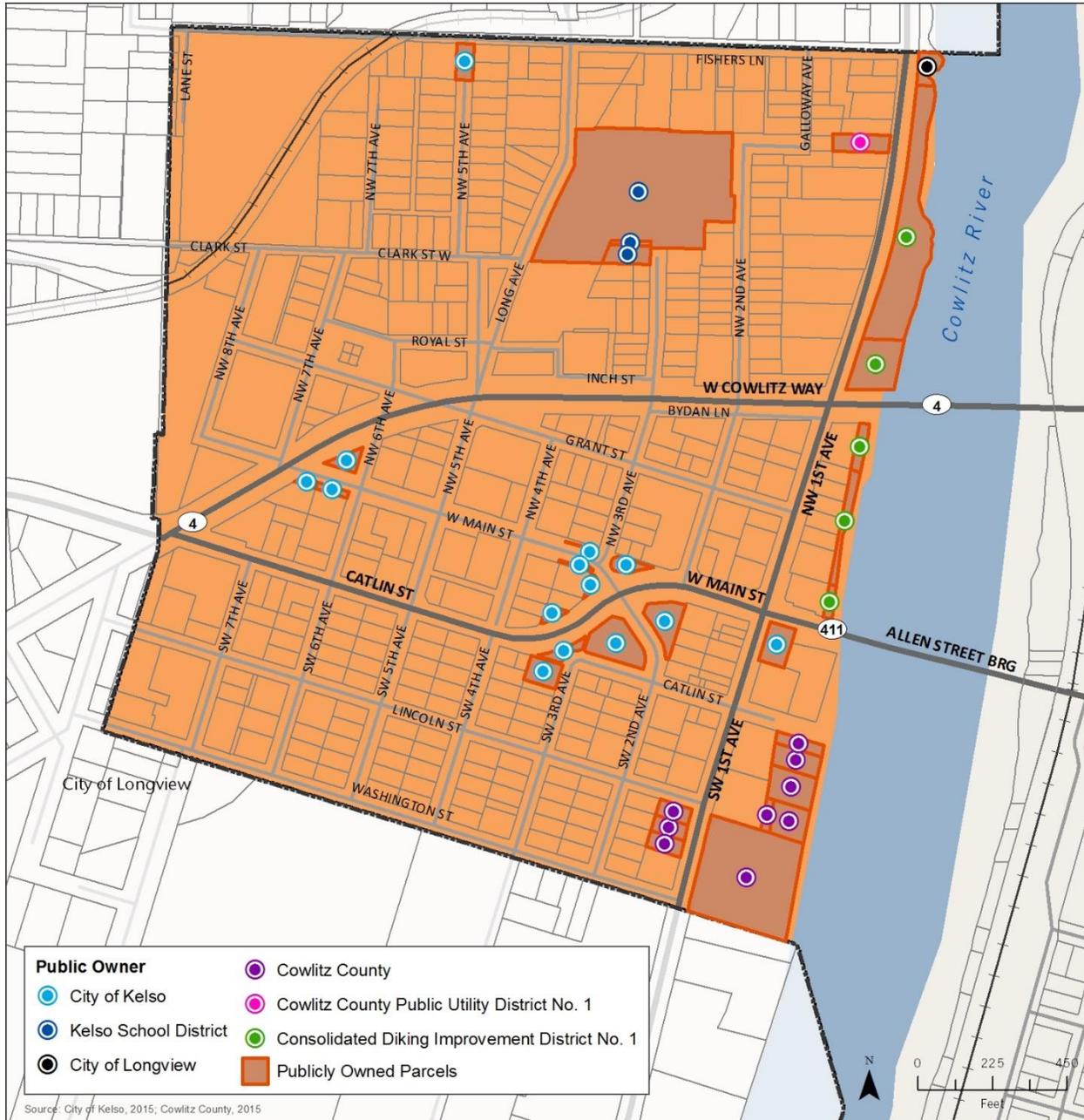
Mixed use development. None are observed in the study area today. Mixed use has a higher hurdle for development, as multiple uses can be difficult to finance and development costs are greater. Mixed use development would likely require a long wait for the market to mature.

Business and property owners.

Redevelopment in West Kelso may be challenging because of the large number of parcels and individual owners. In addition, current property owners may not want to sell or develop their land or have the means to finance substantial redevelopment.

Redevelopment opportunities in West Kelso include city-owned parcels (Exhibit 50), vacant lands, and parcels with low improvement values.

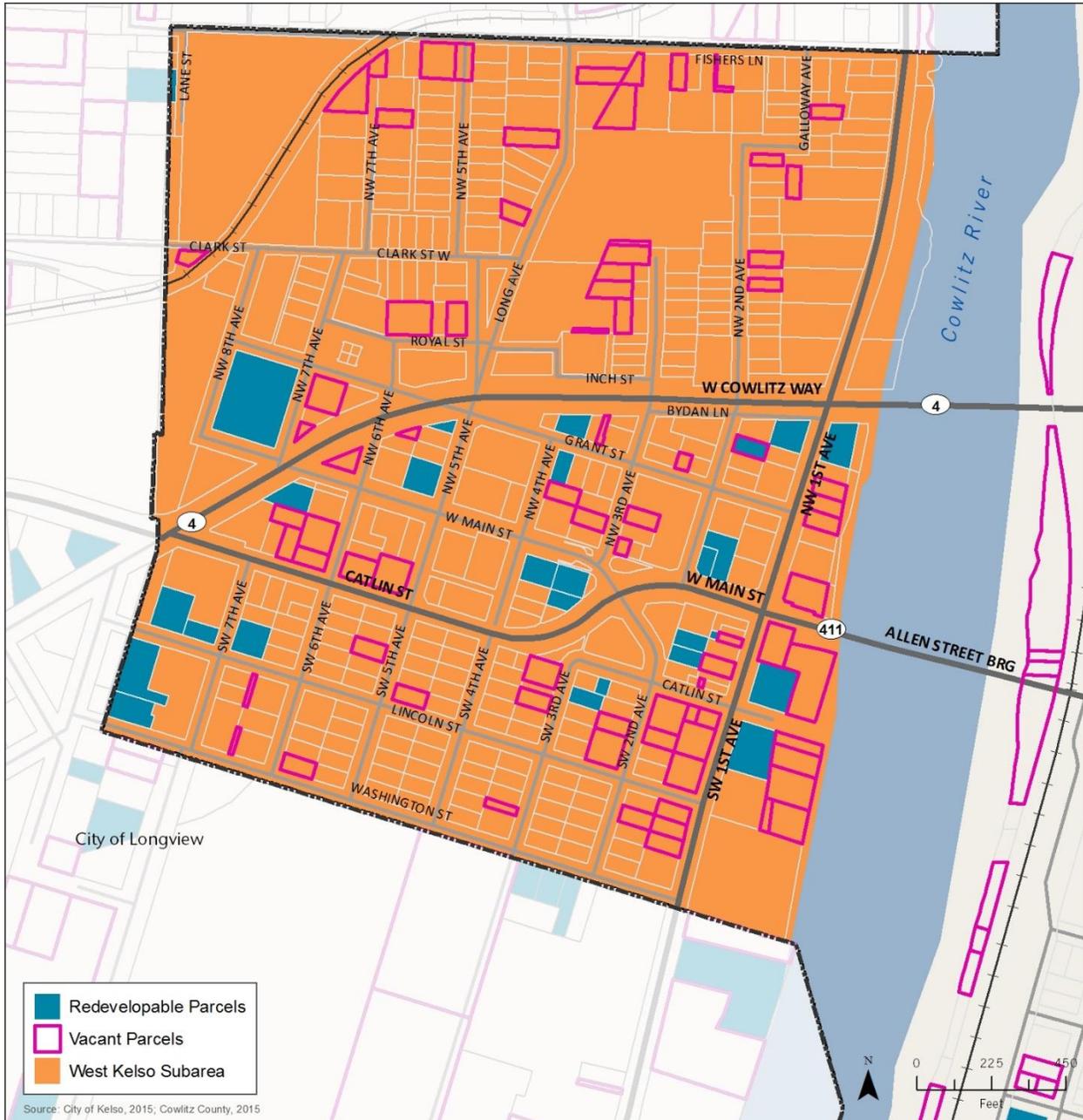
Exhibit 50. Publicly-owned Parcels in West Kelso (2015)



Source: City of Kelso, 2015; Cowlitz County, 2015; BERK, 2015.

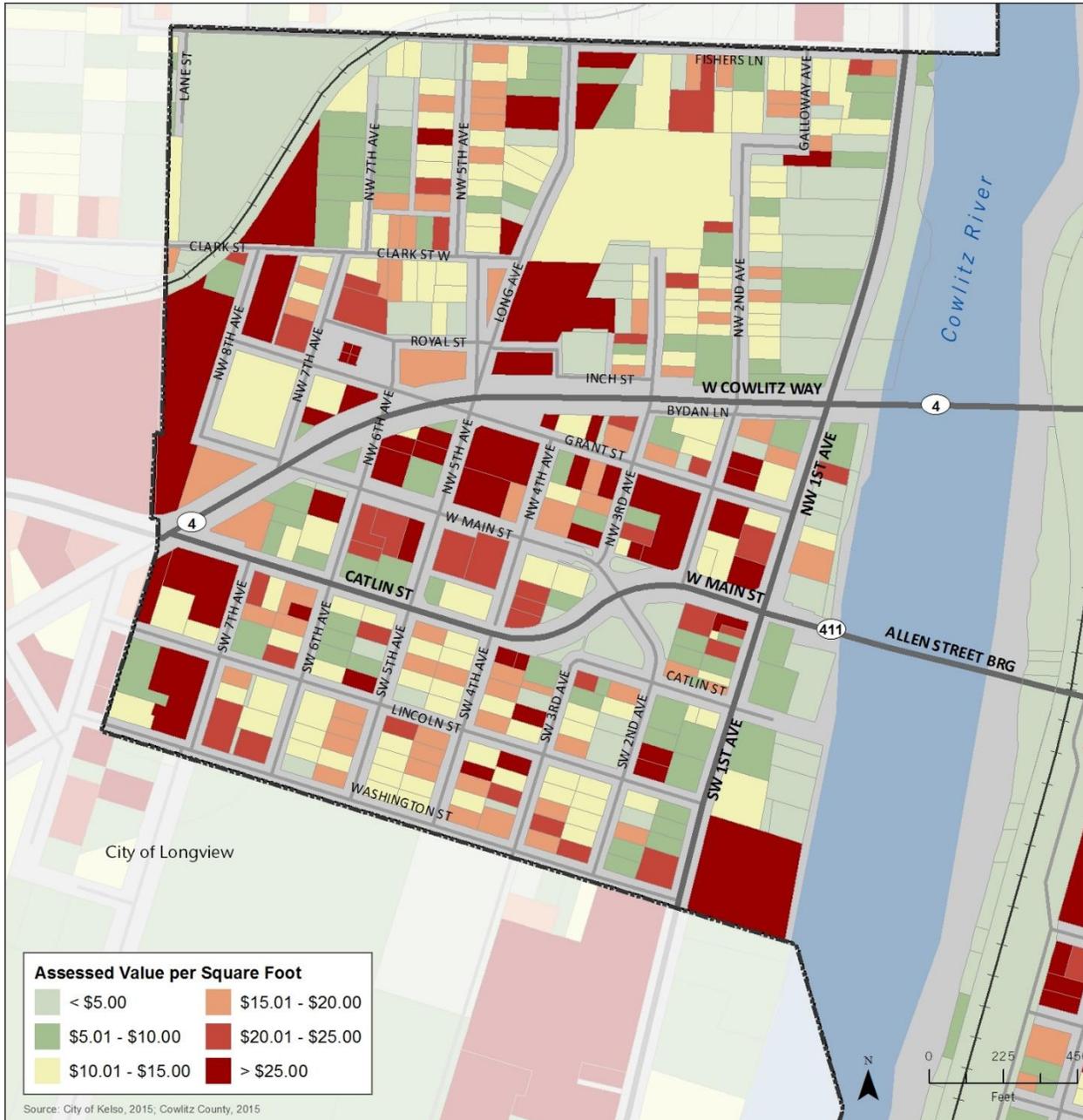
There may be an opportunity to identify parcels that are redevelopable (Exhibit 51) *and* whose owners may be interested in redevelopment. Exhibit 51 shows the redevelopable parcels in West Kelso, defined by sites where improvements are less than 50% of the value of the land, and Exhibit 52 shows the 2015 assessed values per square foot by parcel. However, some of the identified parcels are currently being used as parking in support of adjacent land uses. As additional on-street parking is developed in West Kelso off-street parking lots may be redeveloped.

Exhibit 51. Redevelopable Parcels in West Kelso (2015)



Source: City of Kelso, 2015; Cowlitz County, 2015; BERK, 2015.

Exhibit 52. Assessed Value per Square Foot in West Kelso (2015)



Source: City of Kelso, 2015; Cowlitz County, 2015; BERK, 2015.

6.0 COMPREHENSIVE PLAN AND DEVELOPMENT CODE AUDIT

6.1 Introduction

This Comprehensive Plan and development code audit is intended to review Kelso planning policies and regulating codes to identify those that are relevant to the future of West Kelso.

6.2 Comprehensive Plan

There are few policies and objectives in the Comprehensive Plan that specifically address the West Kelso neighborhood. Certain policies that apply city-wide, however, are relevant to West Kelso’s future. Land Use Policy #16, in particular, highlights a desire to focus on the West Kelso/East Longview area through partnerships and relationships with stakeholders. The policy considers a variety of actions and activities that can occur in West Kelso as a result of, and with the support of, these partnerships. Items identified under the policy include opportunities for investment, improvements, and regulatory changes:

- A. The realignment of Main Street Southwest and planned Phase 2 improvements;
- B. Opportunities to create a more pedestrian friendly environment and to enhance public spaces;
- C. Opportunities to encourage and support new private investment;
- D. Higher intensity residential developments, especially north of Main Street;
- E. Opportunities to encourage and support the establishment of more local retail businesses;
- F. Opportunities to encourage and support more mixed-use residential developments with ground floor retail, especially along Main Street;
- G. Facilitating the development of a hotel/motel and supporting services in the vicinity of 5th Avenue SW and Catlin Street;
- H. Improved connections to the Regional Justice Center and the Expo Center;
- I. Improved connections to regional trails and bikeways;
- J. Preservation of the single family neighborhood south of Main Street;
- K. The possible vacation of a portion of 6th Avenue SW; and
- L. The improvement of housing opportunities throughout the neighborhood.

Exhibit 53 highlights items in the Comprehensive Plan that most closely apply to the needs and future of West Kelso.

Exhibit 53. Kelso Comprehensive Plan Audit

Comp Plan Item	Why Relevant?
VISION STATEMENT	
The long river shoreline is an attractive destination for residents and visitors with views and access.	West Kelso sits along the Cowlitz River and could benefit from drawing more activity to the shoreline.
Small town community feel with a sense of history, yet adjustment for current times.	West Kelso could use an uplift, or “adjustment” for current times.
Develop and strengthen a healthy community of diverse backgrounds and assist those in need, enrich a diverse population, encourage individualism, and promote health, education, business, and civic associations.	Kelso could benefit from focusing on developing the health and diversity of West Kelso, providing assistance to those with needs.
Maintain stable, secure, and maintained neighborhoods that are the foundation of a high quality of life.	West Kelso can benefit from gaining added stability.

Each neighborhood has its own character and is a community asset.	West Kelso is a unique neighborhood due to its geographic isolation from the rest of Kelso and could benefit from strengthened character and sense of place.
Diverse people living in a diverse housing stock in well maintained and affordable residential areas.	West Kelso does not have a diverse housing stock and has challenges with the maintenance and appearance of the housing stock.
Strong and diverse economy with a mix of businesses and variety of employment opportunities.	Consistent with a vision for a strong and diverse city-wide economy, West Kelso should continue to diversify and strengthen the sub-economy in the neighborhood.
GOALS	
Goal #4: Improve the vibrancy and stability of residential neighborhoods and mixed-use development with housing for diverse income age groups, and lifestyles.	West Kelso is a predominantly residential neighborhood with some commercial activity that can benefit from mixed-use development that caters to diverse groups.
Goal #5: Provide a safe, family oriented environment in all residential neighborhoods	Given recent concerns about crime and safety in West Kelso, a focus on building a safe and family-friendly environment would benefit the neighborhood.
Goal #6: Respect the cultural heritage and history of the community.	West Kelso is going through a planning process that will help bring needed focus and investment to the neighborhood, but it will be important to respect the existing heritage and history.
Goal #8: Protect and enhance the quality of the natural environment.	The natural environment is an important asset city-wide. As new investment and changes occur in West Kelso, it will be essential to give the natural environment consideration.
Goal #10: Actively involve all citizens in the governance of their community	The West Kelso planning process should be fair and inclusive.
POLICIES	
Fiscal Policy #1: New development should pay for the costs associated with providing required services.	As new development comes into West Kelso, the burden should be upon the developing parties.
Land Use Policy #1: Support more intensive use of land and actively seek to provide the same or higher levels of services more efficiently and cost effectively.	There are areas in West Kelso where more intensive use of land may be appropriate.
Land Use Policy #6: Additional opportunities for multi-family housing should be provided in and near downtown, as well as in South and West Kelso in accordance with the outcomes of the West Kelso Subarea Plan.	There are intentions to provide multi-family housing in West Kelso.

Land Use Policy #7: Higher density housing should provide adequate opportunities for onsite recreation and/or contribute their fair share to off-site recreational opportunities.	Consistent with policies city-wide, any high density housing development in West Kelso will contribute to recreation opportunities.
Land Use Policy #14: In conjunction with the West Main Realignment Project, the nonresidential areas of West Kelso should feature a mix of uses in a pedestrian friendly environment in accordance with the outcomes of the West Kelso Subarea Plan.	West Kelso should build off the West Main Realignment Project.
Land Use Policy #15: Actively work with Cowlitz County to renovate and expand as necessary the Regional Justice Center at its current location in West Kelso.	Kelso can benefit from maintaining a partnership with Cowlitz County in West Kelso.
Land Use Policy #16: Initiate in partnership with the City of Longview, affected residents, businesses, and property owners a sub-area planning process for West Kelso/East Longview.	The West Kelso Subarea Plan should be created in partnership with the parties listed. This will help catalyze beneficial activity in West Kelso and create opportunities.
Land Use Policy #20: Opportunities to provide safe and responsible use of shorelines should be encouraged.	West Kelso is located along the shoreline of the Cowlitz River, an asset that should be incorporated into the planning process.
Land Use Policy #23: Reduce regulations and administrative restrictions that serve to restrict or constrain desired types of private investment.	West Kelso, particularly along the West Main Realignment area, can benefit from increased investment.
Land Use Objective #8: Explore the feasibility of potentially vacating a portion of Catlin Street near 1st Ave SW in West Kelso to accommodate the expansion of the Regional Justice Center.	Kelso should consider this during the Subarea Plan planning process.
Land Use Objective #15: Consolidate and reduce the number of commercial zones - Merge the Town Center and the West Kelso Zones into a General Commercial Zone This may involve the development of overlay districts or special conditions.	Kelso should consider how this will affect West Kelso and how it will align with the vision of the Subarea Plan.
Transportation Policy #4: Improve multi-modal access to commercial areas.	West Kelso and the West Main Realignment area should be accessible.
Housing Policy #1: Continue to support the efforts of for-profit developers and non-profit organizations to provide a range of housing opportunities in the community.	West Kelso, like other areas of the City, would benefit from for-profit and non-profit housing projects.
Housing Policy #2: Encourage the development of housing opportunities that enable residents to remain in the community over time.	Housing that enables residents to stay will increase stability in West Kelso.
Housing Policy #3: Actively support the repair, renovation, and replacement of existing housing with an emphasis on providing a wider range of	West Kelso has a mix of housing stock, some of which will benefit from repair and some of which will likely end up replaced.

housing opportunities and more intensive housing developments.	
Housing Policy #4: Create more opportunities for individuals and families to “age in place” or “downsize” without having to move out of Kelso.	West Kelso could provide an affordable community for aging in place.
Parks and Recreation Policy #2: Identify and prioritize future opportunities for the public acquisition of land for parks and open space	As West Kelso grows, areas in the neighborhood should be identified for parks and open space.
Parks and Recreation Policy #5: Support the development of new opportunities for water dependent recreational opportunities such as kayaking and canoeing.	Since a large portion of Kelso’s shoreline is in the West Kelso neighborhood, plans for West Kelso could incorporate this policy.

Source: City of Kelso Comprehensive Plan, Adopted February 17, 2015.

6.3 Development Code

The zones in West Kelso are regulated by Kelso Municipal Code’s development regulations. The West Kelso Commercial Zone applies only in West Kelso, but will likely be merged with a more general commercial zone that will be used throughout Kelso. As part of the Subarea Plan, an additional overlay may be used in West Kelso’s commercial areas.

Exhibit 54 calls out those elements of the Municipal Code that are related to West Kelso and Exhibit 55 shows the development standards for zones that regulate in West Kelso.

Exhibit 54. Kelso Development Code Audit

Location	Development Code Item	Why Relevant?
17.20.070	Residential Single-family 5 Zone - To provide for vital single-family neighborhoods of higher density where compatible existing development patterns and critical area and where there are adequate services and infrastructure available to support higher density development.	A good portion of West Kelso’s land is zoned RSF-5, which allows for a compact single family development pattern.
17.20.080	Residential Multifamily Zone - To provide areas for the highest density of residential development and for the establishment of professional offices, when said offices are deemed to be compatible with the existing and future development within the district and adjacent districts.	Much of the northern end of the neighborhood is zoned RMF, which allows for a mix of uses and higher density residences.
17.20.090	Open Space Zone - To ensure that certain areas of the city, which are characterized by environmental sensitivity and intrinsic value, be preserved for the most part in their original undisturbed and/or natural state.	Areas along the Cowlitz River north of the Allen Street bridge are zoned Open Space. There are no areas within the neighborhood zoned Open Space.
17.20.110	West Kelso Commercial Zone – Intended to provide commercial uses that complement downtown Kelso and benefit from automobile access near the state routes, while creating a pedestrian-friendly retail area. A variety of	The West Kelso Commercial Zone is flexible and allows for uses that are appropriate, while still recognizing downtown Kelso as the town center. This zone, however, may be merged

	commercial uses are allowed that offer goods and services for the convenience of the city residents and may have an auto orientation.	with other commercial zones as a result of policies identified in the 2015 Comprehensive Plan.
17.20.140	Major Retail Commercial Zone - Provides for large areas to accommodate larger commercial retail stores and shopping centers that are intended to serve the commercial and retail needs of the city and surrounding region.	Only a small portion of West Kelso is zoned for major retail along the boundary with Longview.
Ordinance 3574	Adopts West Kelso Revitalization Plan, 2004 (Also known as the West Kelso – Catlin Street Subarea Plan)	The West Kelso Subarea Plan will be an update to the 2004 plan.

Source: Kelso Municipal Code, 2015.

Exhibit 55. West Kelso Development Standards

Zone	Min Area	Max Area	Max Res. Density	Min. Lot Width	Min. Lot Depth	Setback			
						Front	Street Side	Side	Rear
CMR	N/A	N/A	Unrestricted*	N/A	N/A	0	0	0	0
CWK	N/A	N/A	Unrestricted*	N/A	N/A	0 Min, 5' Max	0 Min, 5' Max	0	0
OPN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RSF-5	5,000	N/A	32.3	50'	60'	20'	7'	5'	10'
RMF	5,000	11,000	8.7	50'	60'	20'	7'	5'	10'

*Upper floor residential uses are limited only by the physical constraints of the structure and required parking.

Note: CMR = Commercial Major Retail, CWK = Commercial – West Kelso, OPN = Open Space, RSF-5 = Single Family Residential (5,000 sf min.), RMF = Residential Multi-Family.

Source: (Kelso Municipal Code, 2015)

6.4 Summary

Kelso's 2015 Comprehensive Plan and existing code have many policies that are relevant to the West Kelso neighborhood. The policies and regulations that will most affect the future of the neighborhood include topics addressing housing and the commercial corridor created by the West Main Realignment Project. As future development occurs, policies that may apply include those related to mixed use development and diversification of commercial and housing types, in order to serve a large variety of residents and visitors.

The West Kelso Subarea Plan can build off of the vision and code that applies city-wide and further refine guiding goals, policies, and regulations to fit the specific needs of the West Kelso neighborhood, its residents, business owners, and surrounding stakeholders.

7.0 ORGANIZATIONAL CAPACITY

Neighborhood revitalization requires strong partnerships between the City, business and property owners, and community groups. Each group has an important role to play in the revitalization effort. The City cannot do it all and to sustain a revitalization effort over time requires consistent resources,

partnerships, and commitment. Below is a summary of the organization capacity to sustain a revitalization effort:

City of Kelso

The City of Kelso has signaled a commitment to the revitalization of West Kelso by investing significant time and resources to improving the neighborhood. The City's efforts include:

- Completion of Phase I of the West Main Realignment Project
- Design for the West Main Streetscape Project
- Initiating the West Kelso Subarea Plan
- Efforts to improve property and building maintenance through code enforcement and purchasing properties in disrepair

Volunteer Kelso

Volunteer Kelso is a new community group focused on improving conditions and the quality of life in the City of Kelso. The group, which has approximately 500 followers on Facebook, routinely organizes neighborhood cleanups, including in West Kelso, and provides a forum for discussing community issues and concerns. A similar group was formed in South Kelso aimed at revitalizing the South Kelso neighborhood.

Rotary Club

The Rotary Club developed the spray park at the Kelso Senior Center and meets regularly to discuss community issues. The Rotary could be a partner with the City and other community organizations in the revitalization of West Kelso.

West Kelso Merchants Association

West Kelso does not have a merchants association. An informal group was formed during Phase I of the West Main Realignment Project, but does not appear to be active today. A merchants association, if formed, may be beneficial to the revitalization of West Kelso and could give local merchants a way to voice their interests.

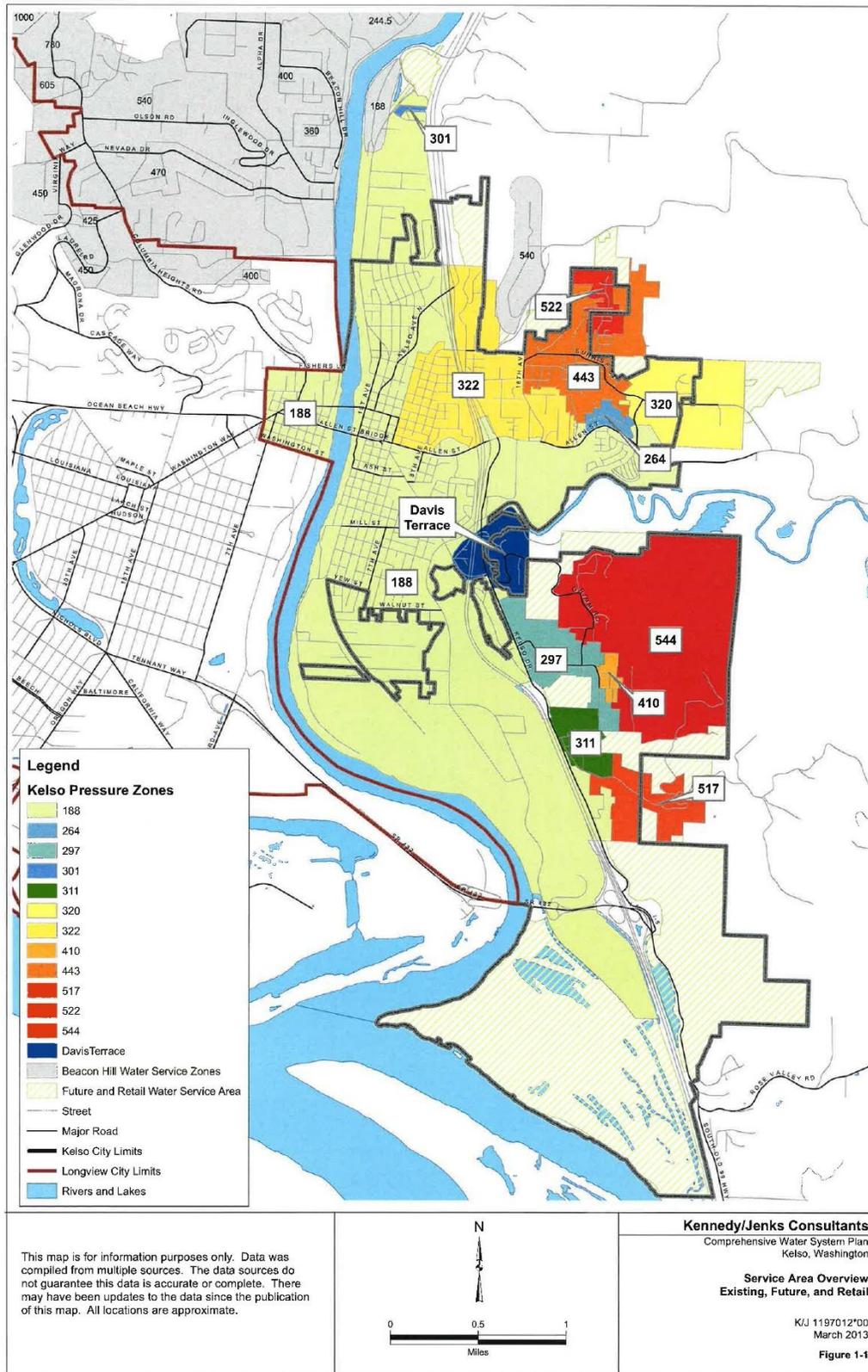
REFERENCES

- American Community Survey . (2013). *2009 - 2013 5-Year ACS*.
- City of Kelso. (2015).
- City of Kelso Community Development - Engineering. (2015).
- (2005). *City of Kelso Downtown Revitalization Plan*. City of Kelso.
- (Adopted February 17, 2015). *City of Keslo Comprehensive Plan*. Kelso, WA.
- Cowlitz County. (2015).
- Cowlitz County Assessor. (2015). *Assessed Value Data*.
- Google Earth. (2015).
- Google Street View. (2012).
- Google Street View. (2013).
- HUD. (2015). Location Affordability Index. *Location Affordability Portal*. US Department of Housing and Urban Development.
- (2015). *Kelso Municipal Code*. Kelso, WA.
- MacKay Sposito. (2015).
- MAKERS Architecture and Urban Design. (2015).
- RiverCities Transit System Map*. (2015). Retrieved from RiverCities Transit: www.rctransit.org
- US Census Bureau. (2000 & 2010). *SF1*.
- WSDOT 2014 Annual Traffic Report. (2009 and 2015 Count Data).

APPENDIX A – INTERVIEW LIST

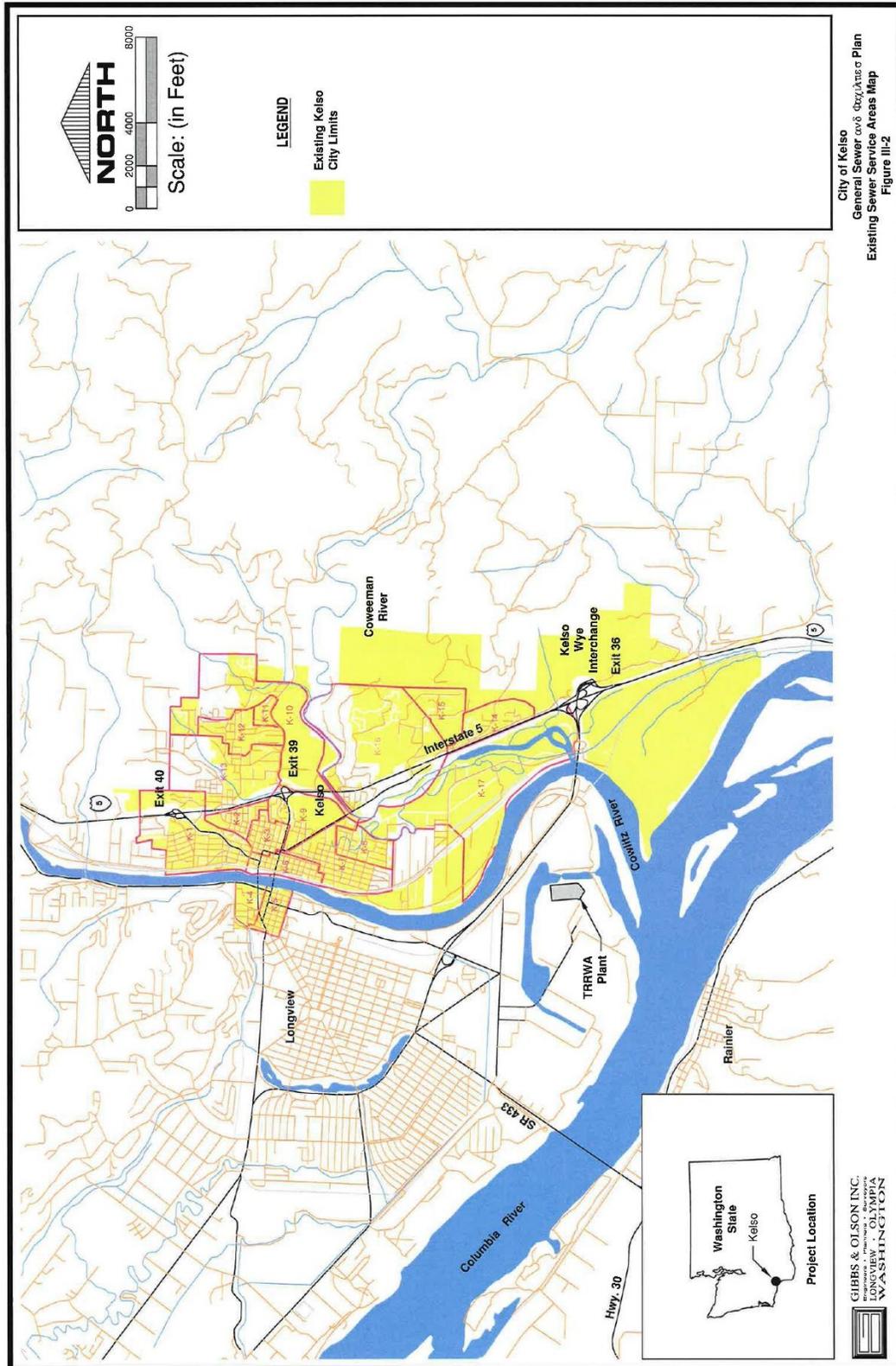
- Mayor David Fatcher – City of Kelso
- Chris Borenstadt – Resident/Volunteer Kelso
- Holly Budge – Principal at Catlin Elementary
- Ray Vandervalk – Red Leaf Coffee
- Don Lemmons – Property Owner
- Chief Andrew Hamilton – City of Kelso
- Don Rodman – Rodman Realty
- Chris Roewe – Woodford Realty

APPENDIX B – KELSO PRESSURE ZONES



Source: MacKay Sposito, 2015; Kennedy/Jenks Consultants, 2013.

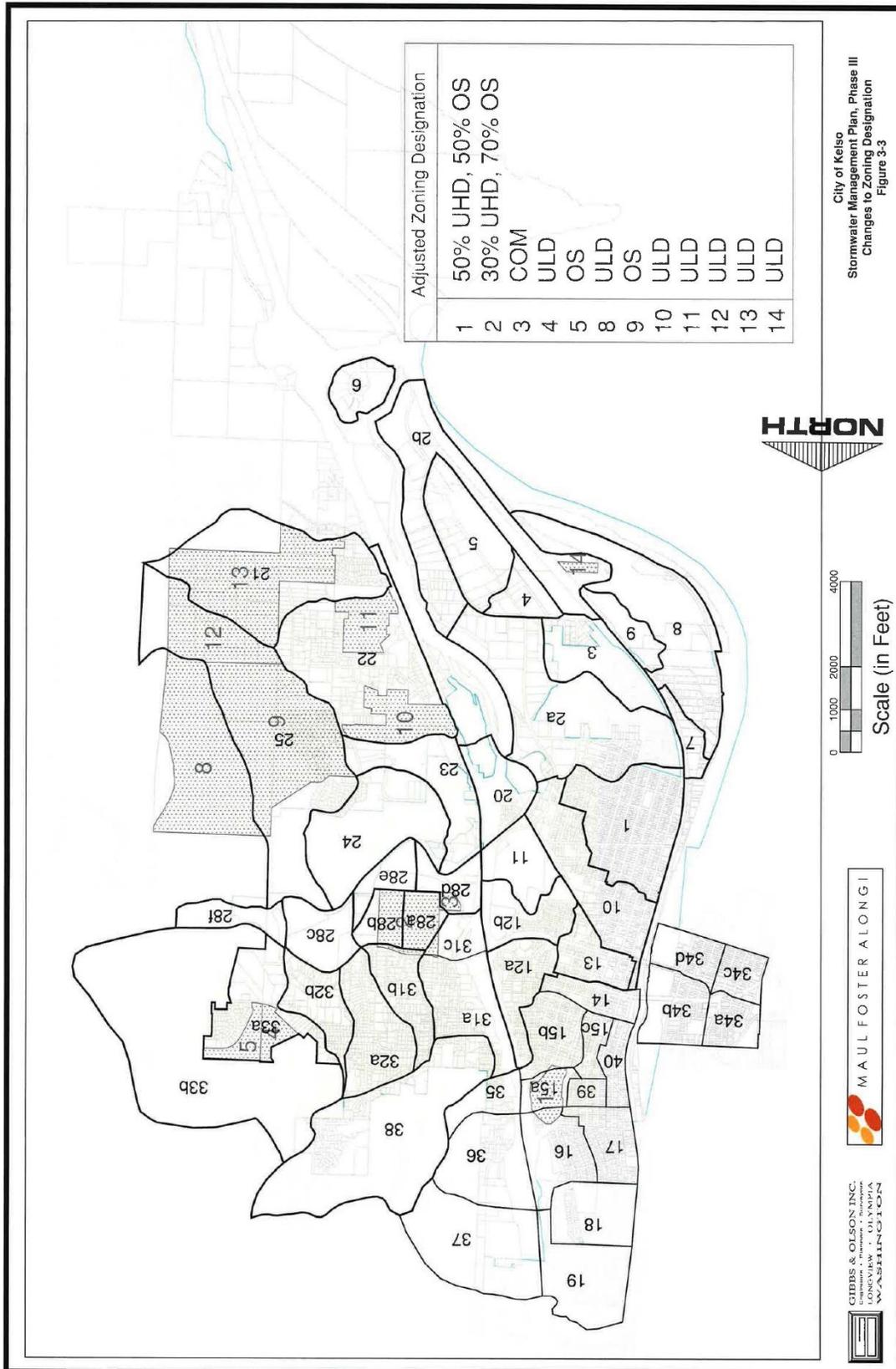
APPENDIX C – SEWER SERVICE AREAS



MacKay Sposito, 2015; Gibbs & Olson, Inc.

Source:

APPENDIX D – SSWM CHANGES TO ZONING DESIGNATIONS



Source: MacKay Sposito, 2015; Gibsons & Olson, Inc.; Maul Foster Alongi

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VISION STATEMENT AND GUIDING PRINCIPLES

VISION STATEMENT

The following statement reflects the community’s vision for the West Kelso Neighborhood:

West Kelso is a safe, clean, and healthy neighborhood with a strong sense of community engagement and economic opportunities. The neighborhood is known for being a great place to live, raise a family, run a local business, or visit because of the attractive streets and buildings, and a thriving local business district. West Kelso is also a great place to walk with interconnected sidewalks, trails, parks, activities on Main Street, and a strong visual connection to the waterfront. Significant reinvestment by both the public and private sector continues to strengthen the neighborhood.

GUIDING PRINCIPLES

1. **Safe Community.** In order to thrive the West Kelso Neighborhood must be perceived as safe and inviting with low incidents of crime.
2. **Clean Environment.** West Kelso must be clean and inviting for residents, employees, and visitors as well as to attract renewed investment in the community.
3. **Healthy Community.** The West Kelso Neighborhood must support healthy lifestyles by providing high quality parks, open spaces, trails and access to healthy foods and reducing drug addiction.
4. **Economic Opportunity for All.** West Kelso must support economic opportunity for West Kelso residents and the region that provide living wage jobs.
5. **Engaged Community for the Future of West Kelso.** The citizens of Kelso and West Kelso must be actively engaged in shaping the future of the neighborhood for the benefit of the community.
6. **Support Youth.** West Kelso must provide opportunities for kids to thrive by supporting an active and healthy lifestyle and by providing educational opportunities.
7. **Community Investment.** The community, including the City of Kelso, community organizations and the citizens, must commit to creating a better future for West Kelso.
8. **Support Local Businesses.** The local businesses in West Kelso should be supported by the local community to provide a range of goods and services and employment opportunities.
9. **Walkable.** One of West Kelso strongest assets is the interconnected street grid and sidewalk network that should be maintained and strengthened over time.
10. **Attractive.** West Kelso should be attractive and a place people want to live, work, and visit.



WEST KELSO SUBAREA PLAN

Workshop #1 Summary

OVERVIEW

The first public workshop for the West Kelso Subarea Plan was held on September 20, 2015 from 6-7:30pm at Catlin Hall in the West Kelso Neighborhood. Approximately 25 people attended. The workshop included the following activities:

- A. Existing Conditions Presentation
- B. Open House Display of Existing Conditions and Opportunities for Public Input
- C. Mapping Exercise



Figure 1: Workshop Exercise on Plan Priorities

The following summary provides an overview of the input received at the workshop, as well as individual participation exercise descriptions. Attached is a list of attendees and the existing conditions boards that were available to workshop attendees.

SUMMARY OF PUBLIC INPUT

The following themes were identified based on public input:

- A. **Public Safety and Drug Use:** Those that attended the workshop identified public safety and high drug use in the neighborhood as the biggest challenge. People feel that drug use has led to perceptions of crime and that the neighborhood is not safe. Many people feel that until this issue is resolved the neighborhood will not be able to improve. Although the area around NW 3rd Avenue has been identified as a hot spot for public safety issues and drug use, those in attendance also identified the residential areas south of Catlin Street and north of Cowlitz Way and west of Long Avenue as having many of the same issues.
- B. **Property and Building Maintenance:** The lack of property and building maintenance was also identified as a major challenge in the neighborhood. Some suggested that rezoning certain areas, like around NW 3rd Avenue that has been identified as an area with very high perceived drug use and crime, would lead to redevelopment of the area.

- C. **West Main Street Realignment Project:** Those in attendance at the workshop expressed concern about Phase I and II of the West Main Realignment Project. The majority of those in attendance perceive Phase I as making traffic more congested in the area and others expressed concern about the uncertainty regarding the status of Phase II. One local business owner stated their business has been successful since Phase I has been completed.
- D. **Single Family Neighborhoods:** Public input on the potential to rezone single-family neighborhoods was both supported and opposed by those in attendance. Residents of the residential area south of Catlin Street expressed concern about the proposal to locate a hotel in the neighborhood, which is not permitted under current zoning. Another resident in the area of NW 3rd Avenue expressed support to rezone the area for commercial development.
- E. **Additional Input:** Other input received includes support for more youth activities, a stronger connection to the waterfront, strengthening local businesses, and improved sidewalks and parks.

PLAN PRIORITIES EXERCISE

Workshop attendees were given three colored dots, a green dot for their first priority, a yellow dot for their second priority, and a red dot for their third priority. First priorities score 3 points, second priorities score 2 points, and third priorities score 1 point. See Exhibit 1 and Figure 1 for the results.

Exhibit 1. Plan Priorities Exercise Results

Category	Points
Drug Use	24
Crime	21
New Housing Development	11
Street Improvements	11
Traffic	11
Building Maintenance & Appearance	8
New Recreation Facilities	6
Economic Development and Jobs	6
Other	2

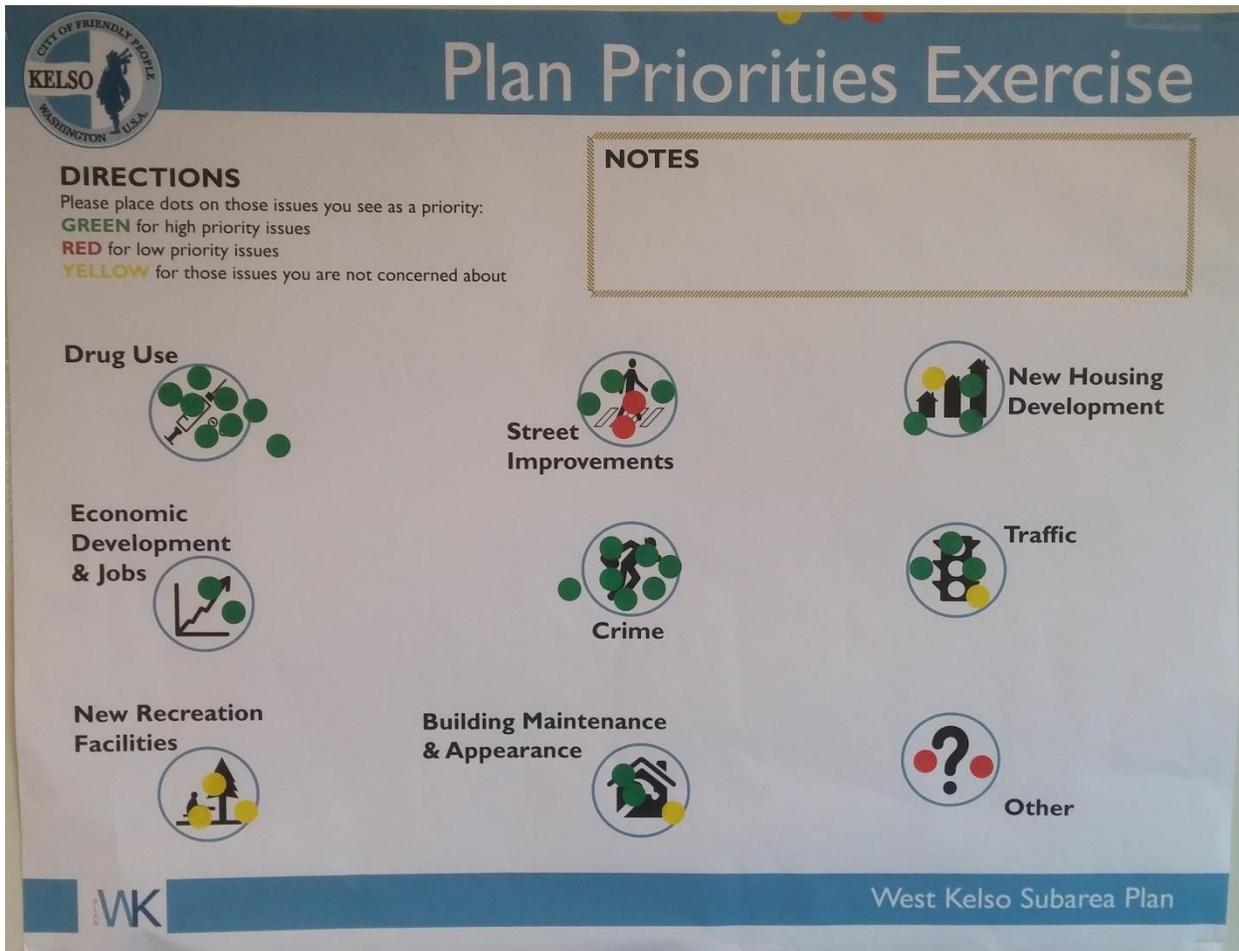


Figure 2: Plan Priorities Board

VISIONING EXERCISE

Workshop attendees were asked for the three words that best describe their vision for West Kelso. See Exhibit 2 and Figure 3 for the results.

Exhibit 2. Visioning Exercise Results

Vision Words
Safe (2)
Pretty (More Attractive) (2)
Clean (2)
Welcoming
Functional
Drug Free

Vision Words
Crime Free
Green Space
Friendly

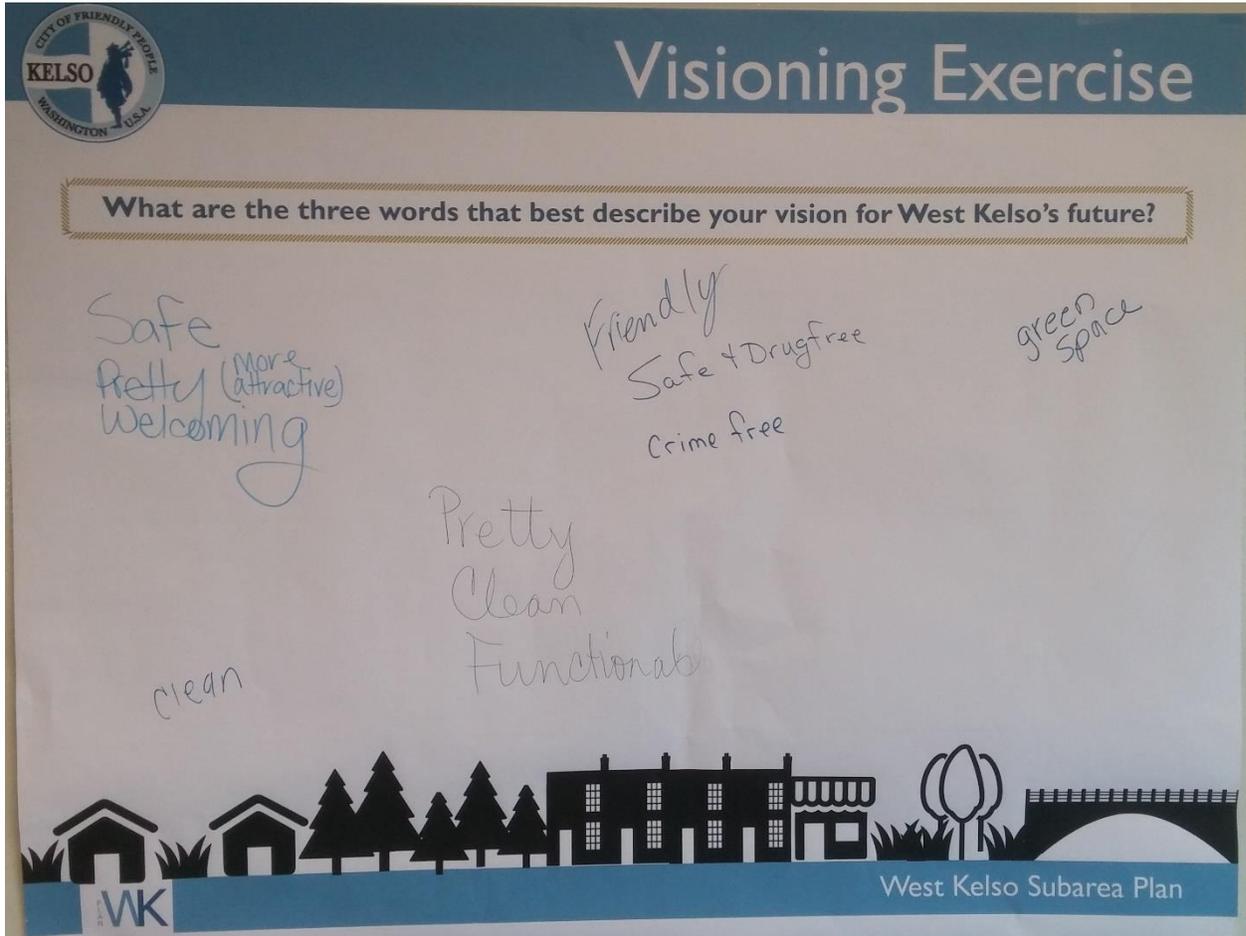


Figure 3: Visioning Exercise Board

MAPPING EXERCISE

There were four groups of around 4-6 people working on the mapping exercise, which asked attendees to consider the assets, challenges, connectivity, and future development opportunities in West Kelso. Each group worked with a consultant team member, who was available to assist and respond to questions. Figure 4 shows the exercise provided to attendees on 30 x 40 inch posters. Responses by topic are summarized below.

What do you like/not like?

Tell us your thoughts by marking the map with these colors:

- ASSETS**
Places to protect/enhance
Please note what you like about these places
- CHALLENGES**
Places to improve/change
Please note what you'd like to see in these places
- CONNECTIONS**
Routes to add or improve
Please mark key connections and note if improvements should address walking, bicycling, or vehicular movement
- FUTURE DEVELOPMENT**
Please cut out any photos of buildings, parks, or street types you like and place them on the map where you'd most like to see them

Figure 4: Mapping Exercise Board

Assets

The following were identified as assets during the mapping exercise:

- Red Leaf/Red Leaf Building
- Hall of Justice
- Walkability
- Conference Center
- West Main (once improvements are complete will be nice)
- Older buildings at Allen St Bridge gateway are an asset
- Centrally located
- Flat – easy to walk/bike

- Close to businesses
- Farmer's market at fairgrounds (but not well attended)
- Riverfront is an asset
- Nice school, updated
- Spray park needs help, but it could be a good thing
- Some of the commercial/small businesses along W. Main and Catlin are good.

Challenges

The following were identified as challenges during the mapping exercise:

- Residential rental rates stagnant – if you have a good renter, keep them!
- Buildings at Allen St. gateway vacant for 20+ years
- Crime and disinvestment north of Cowlitz Way
- River – can't see it, can't use it, not very attractive
- Spray park would be better if cleaned up – worse since needle event – not good for kids
- Residential developers concerned about retaining their property investment
- Homeless sleeping in doorways
- Gateway at Office Max looks horrible
- Fears about hotel/buying up residential property
- Why is there a curve off SW 4th and Catlin
- Half of businesses closed because of realignment
- Slow traffic coming off of Cowlitz onto Catlin – backups, accidents, and noise
- Need parking downtown if the businesses are going to do well
- Need restaurants – would be nice to have some places to eat



Figure 5: Groups participating in the Mapping Exercise

Connections

The following were identified as connectivity issues during the mapping exercise:

- Cowlitz Way is a barrier – office buildings cut off from core of West Kelso
- At the intersection coming off of the Allen St. Bridge – include improvements for pedestrians
- Too many people making U-turns from Catlin onto SW 1st to get back onto Catlin
- Pedestrian crossing on Washington is a challenge
- Sidewalks on neighborhood streets need improvements – gravel ditch between street and sidewalk is not good

- Jails are full
- Not enough employment opportunities
- Traffic worse than before street improvements – City spent money on project and got grant but would have had to pay back if didn't complete project
- Widen Catlin so you can turn off of Cowlitz onto Catlin – trucks can't turn
- Stop messing with the traffic lights on Cowlitz and Main and Cowlitz and Catlin – fix to be what it used to be.

Future Development

The following were identified as future development opportunities during the mapping exercise:

- Development opportunity on Royal and NW 5th
- Lot in Longview that gets used as parking for fairgrounds would be nice to develop
- Area near Hall of Justice would be good for attorney offices
- Improving West Main – uses and character – would strengthen residential S. of Catlin
- Townhouses/Duplexes (Picture 1) are desirable
- Woonerf (S11) and Retail/Office (7) in lots near new West Main and Catlin Intersection
- Need eating spots nearby Hall of Justice
- Buy up homes in area near fairgrounds – improve to attract homeowners
- Invest in area around 6th Ave and Washington – give home improvement help
- Shopping/businesses – add office – in area around Red Leaf
- Development of townhomes, retail and office along W. Main and Catlin (pics 6, 7, 4)
- Redevelop hotel outside of W. Kelso
- Storefront retail (pics 5 and 6) downtown near realignment intersection
- Townhouses and apartments (pics 1, 2, 3, 4) in residential areas along Cowlitz River – NW 1st Ave



Other Improvements

The following were identified as improvement opportunities during the mapping exercise:

- Lighting on W. Main and Catlin
- Plaza with garden-like plantings in publicly-owned parcels by new road configuration
- Plant trees, make nice trail, and add lighting along the Cowlitz River

- Pedestrian lighting (S2 pic) along Catlin
- Improve alleyways
- Community street art (pic S16) along W. Main



SIGN-IN SHEET

West Kelso Subarea Plan Workshop

Wednesday, September 30, 2015 at 6:00 PM

Kelso Senior Center, 106 8th Ave NW, Kelso WA 98626

Name	Organization	Email Address
Marcus Cloke	Another Option Inc	CLOKE5L@AOL.COM
DALE BARTO		BARTOFAM@YAHOO
PAT Redman		patredman@comcast.net
Don Redman		
Cal Raile		
Steve Johnston		NOV4ROD1964@GMAIL.COM
JOANNE SZELIGA		
Cathy Davenport		
Kaitlyn Kincaid	Another Option Inc.	kaitlynkincaid@LIVE.COM
Sherri Kincaid	Another Option Inc.	skincaid.anotheroption@hotmail.com
Joleen Runnels		joleenrunnels@ymail.com
Nancy Klein		
FRANK GOZAK		
AL		
Terry Kegler		
ED SKINNER		310NW 3rd Ave
Hardy Sessions		
Mike & Gloria Abrant	Self	

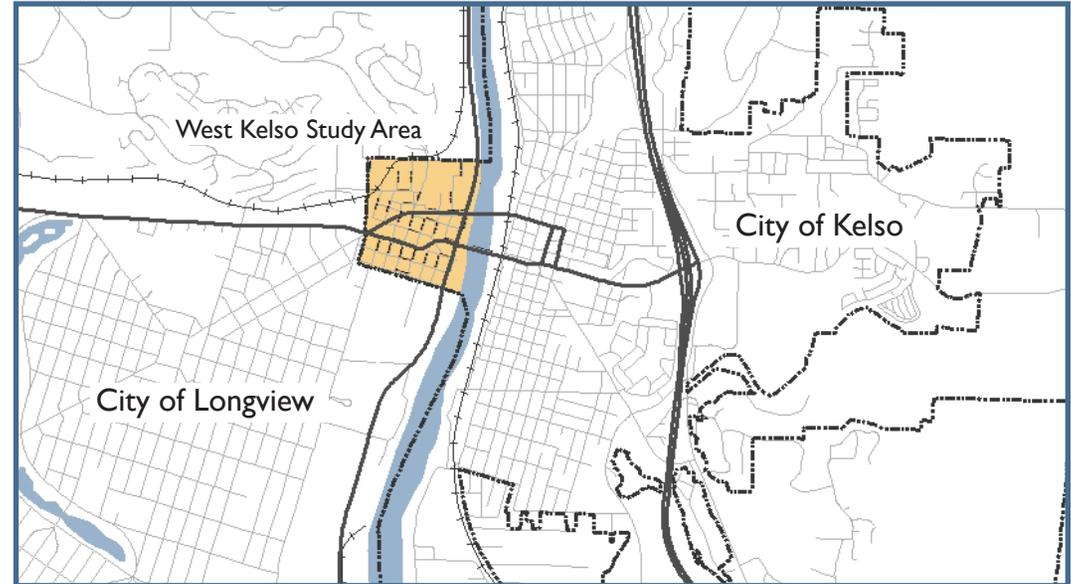


Welcome!

The Plan

The West Kelso Subarea Plan will help establish a vision and guiding principles as part of a larger subarea planning effort in the West Kelso neighborhood. The vision and guiding principles will form the basis for the subarea plan which will generate a blueprint for a continued revitalization effort and economic development strategy. The subarea plan will address the many challenges facing West Kelso.

As part of the planning process, an existing conditions analysis report will be developed and will feed into the visioning process. Alternative scenarios will be considered as part of the planning process, which will result in a preferred outcome for West Kelso's future.



Ways To Get Involved

Input from residents of Kelso and regional stakeholders is important to the success of the project. The following opportunities for engagement exist:

1. Attend the workshops (today and November 19)
2. Respond to the survey (<http://www.surveymonkey.com/r/WestKelso>)
3. Read about the project online (<http://www.kelso.gov/west-kelso-subarea-plan>)
4. Email questions to WestKelso2015@gmail.com

WK YOU'RE INVITED!

West Kelso Subarea Plan Workshops

WHEN:
September 30, 2015 6:00pm - 8:00pm
November 19, 2015 6:00pm - 8:00pm

WHERE:
Kelso Senior Center
106 8th Ave NW
Kelso WA 98626

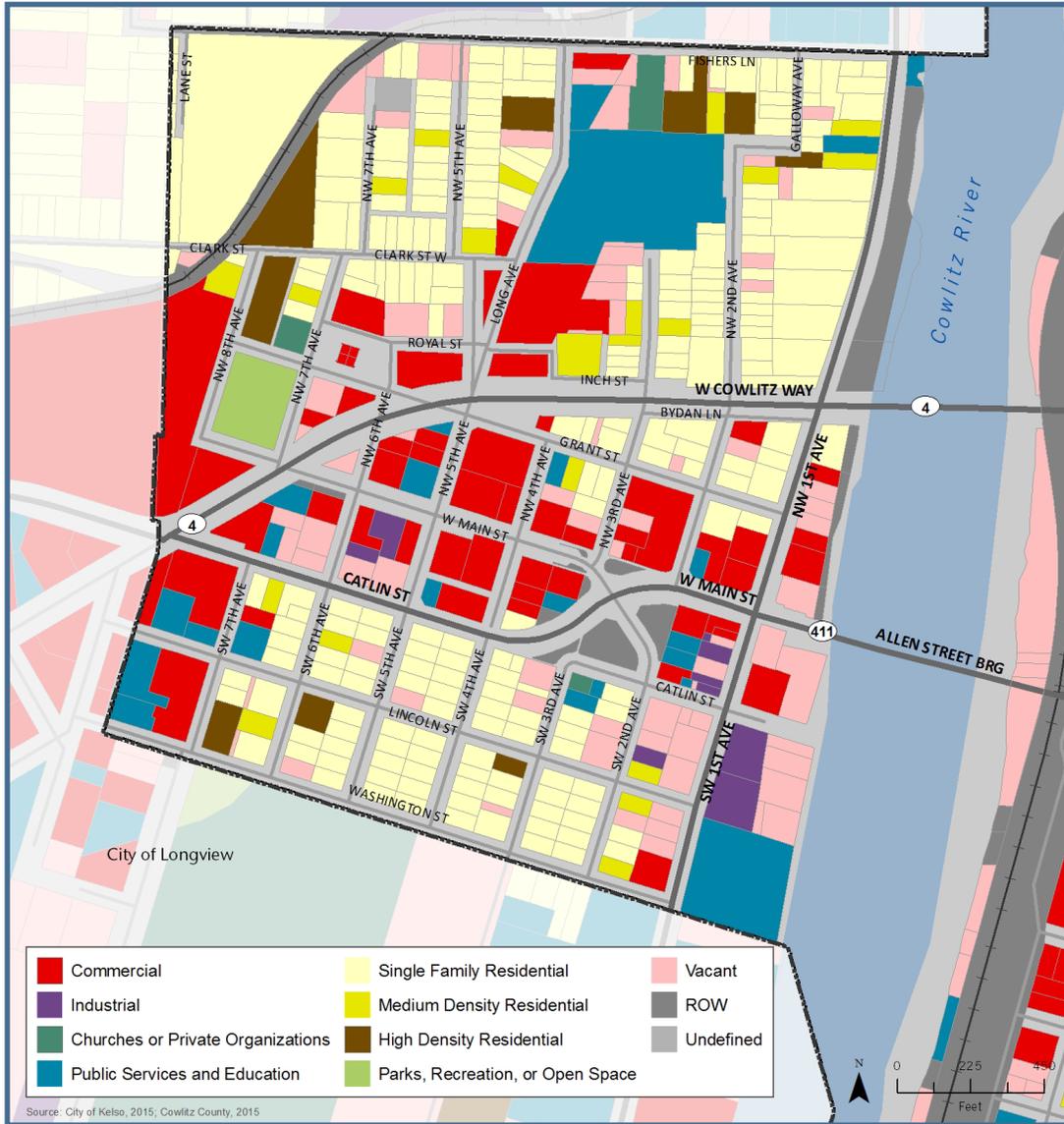
Ways to join the conversation:

1. Attend the workshops on September 30th and November 19th
2. Take our survey at <https://www.surveymonkey.com/r/WestKelso>
3. Visit the project website at <http://www.kelso.gov/west-kelso-subarea-plan>
4. Email WestKelso2015@gmail.com for any comments or questions





Land Use & Zoning



Current Land Use

Current Land Use

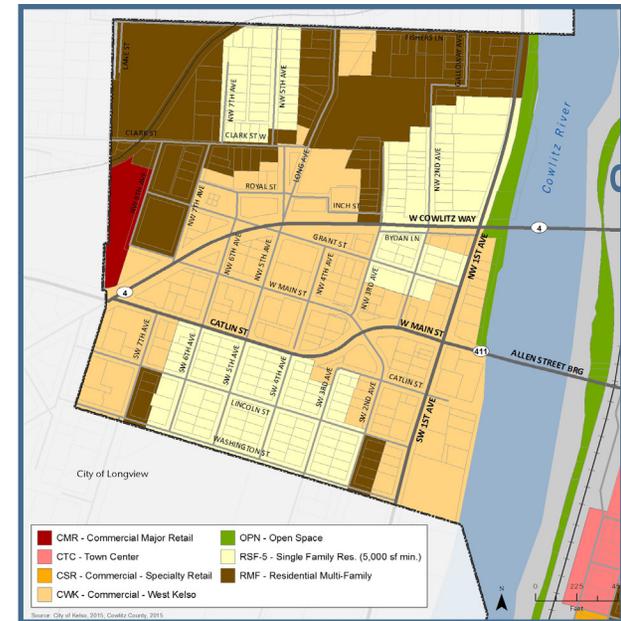
Today, 40% of land in West Kelso is used for single family residential. The second highest use of land is commercial (19%). There is also a notable portion of vacant land (13%).

Zoning

West Kelso is predominantly zoned for residential and commercial uses.

Future Land Use

The future land use map for West Kelso designates the entire neighborhood as a Special Study Area.



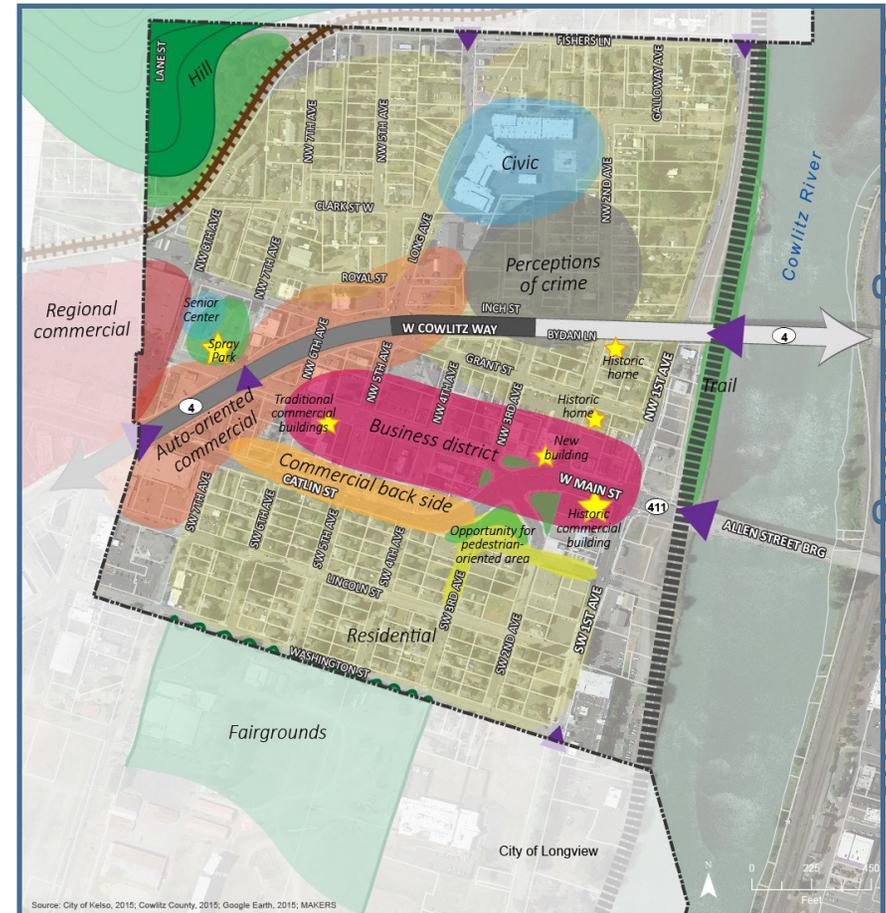
Zoning



Urban Design

Character

West Kelso has some distinct districts—a traditional business core, commercial areas, and residential zones—with unique characteristics. The overall character of West Kelso is also largely determined by the small block size, approximately 220 by 250-foot block faces, which greatly benefits West Kelso’s walkability. This is particularly true south of W Cowlitz Way. A side effect of small blocks is that storage and service-related land uses front streets, causing some side streets (the north-south Avenues) to have a “gritty” character.



Urban Design Existing Conditions

Urban Design Existing Conditions		
Character districts		
 Business district	 Hill	 Major gateways
 Commercial back side	 Railroad	 Minor gateways
 Auto-oriented commercial	 Levee along river	 Major landmarks
 Regional commercial	 6-lane heavily trafficked road	 Minor landmarks
 Perceptions of crime	 Ramp up to bridge; walls at street level	
 Civic	 Highway above ground	
 Landscaped, natural, or open space	 Fairgrounds	
 Residential		
 Opportunity for pedestrian-oriented area		



Streetscape & Public Space

Public Space

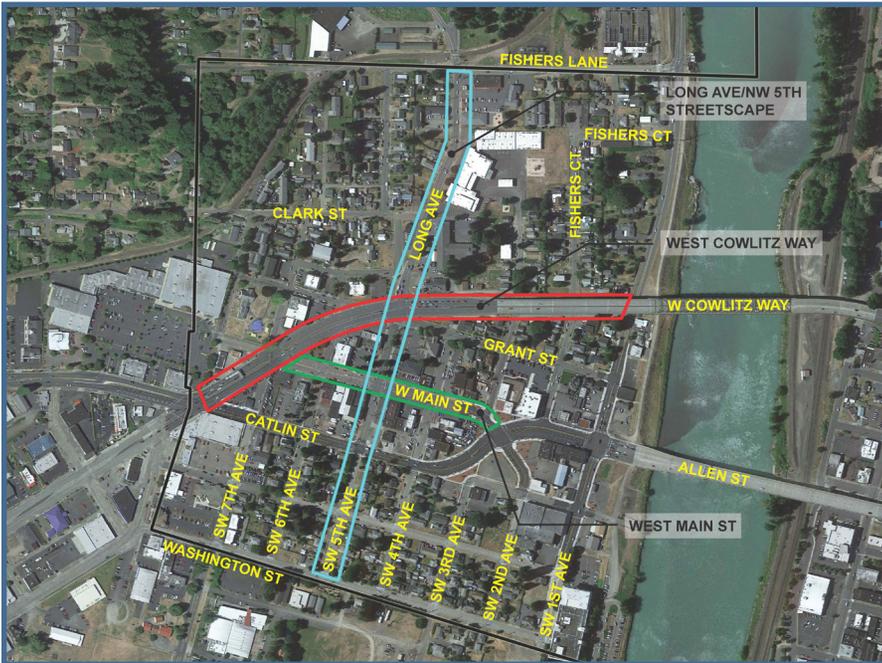
As part of the existing conditions report, an analysis of the neighborhood's streetscape and public spaces was completed.

The below images highlight the streetscape and public spaces in West Kelso. The Public Open Space image to the right shows city-acquired parcels as part of the West Main Realignment Project. Parcels 1, 3, and 4 were planted with landscaping and Parcel 2 is currently part of the public ROW.

The Streetscape image on the lower left shows the major streetscapes in West Kelso, including Long Avenue/5th Avenue, West Cowlitz Way and West Main Street. The images to the lower right show the physical streetscape along West Main.



Public Open Space



Streetscape

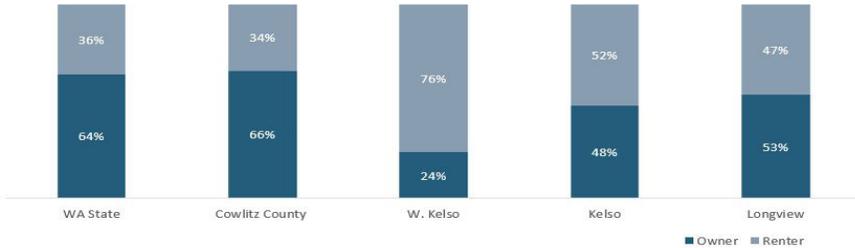




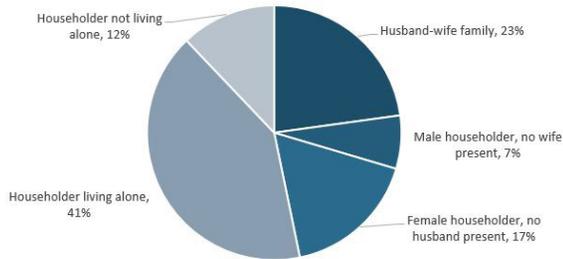
Housing & Economy

Housing

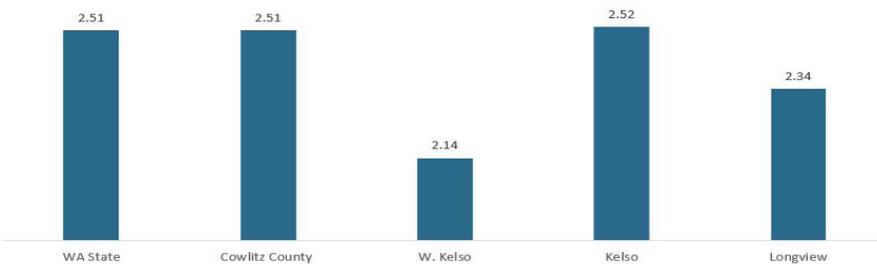
Housing Tenure Comparison (2010)



Household Types (2010)

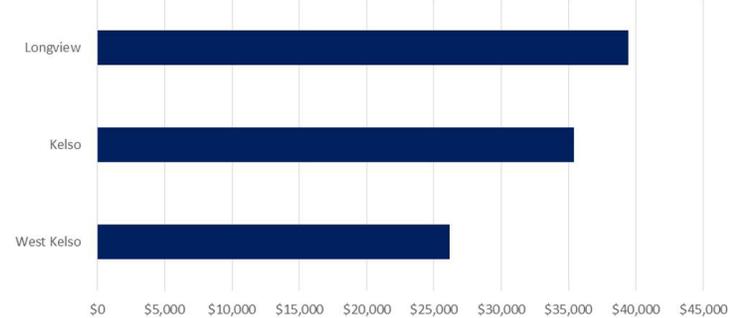


Household Size Comparison (2010)



Economy

Median Income Comparison (2010)



Income Trends

	2000	2013	Change
Per Capita Income	\$ 15,162	\$ 16,431	8%
Median Household Income	\$ 29,722	\$ 35,381	19%
Median Family Income	\$ 36,784	\$ 43,179	17%

Poverty Levels

	2000	2013
All Families	16%	23%
Families with children under 5 years	29%	36%
Families with children under 18 years	22%	41%

Employment

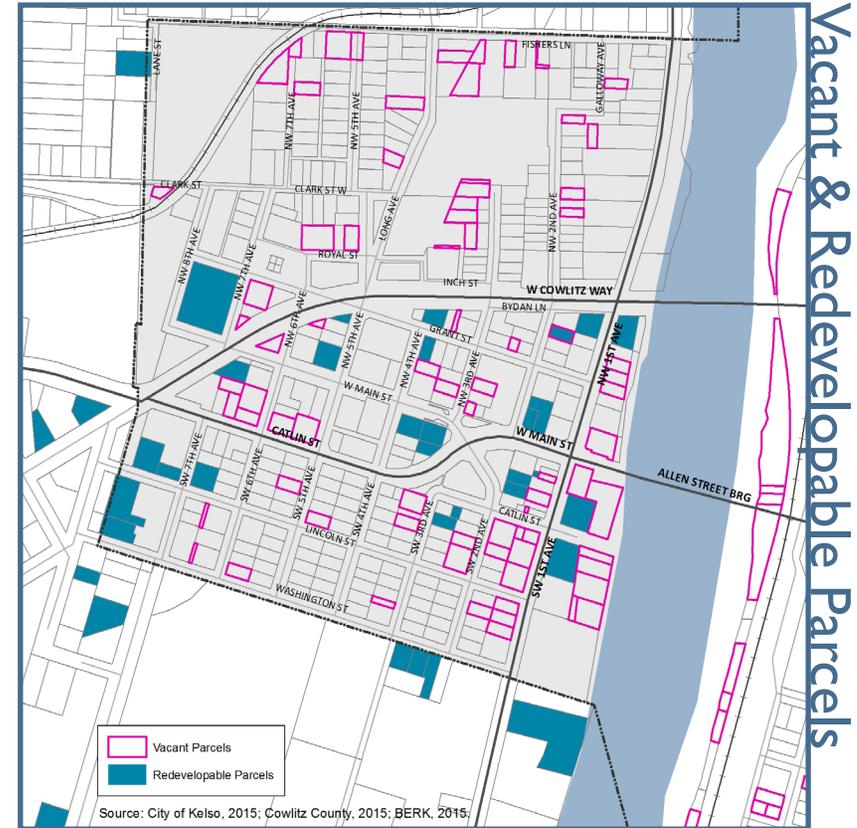
	2000	2013
Employed	272	343
Unemployed	48	93



Opportunities

Public Influence & Growth Opportunity

West Kelso faces challenges to revitalizing the neighborhood, but with those challenges come opportunities to capitalize on existing assets. Older housing stock, high traffic volumes, crime and drug use, vacant parcels, low ownership rates, and lack of connections to the riverfront are all challenges identified in the neighborhood. However, new street alignment, historic buildings, frequent travelers, community organizations, proximity to I-5, and proximity to downtown Kelso and Longview all create opportunities to grow from. In particular, the presence of a notable amount of publicly-owned and developable/redevelopable parcels (shown below) contribute to opportunities for success.



AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Public Hearing for Resolution to declare certain personal property as surplus and directing the disposition.

Agenda Item: _____

Dept. of Origin: Public Works-Fleet Division

For Agenda of: October 20, 2015

Cost of Item: _____

City Manager: Steve Taylor

PRESENTED BY:

Randy Johnson
Public Works Superintendent

AGENDA ITEM ATTACHMENTS:

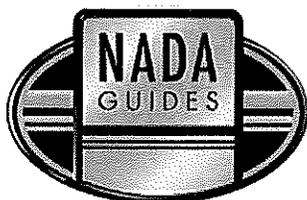
Fair Market Values

SUMMARY STATEMENT:

In accordance with RCW 35.94.040, a public hearing is required to declare certain personal property as surplus and no longer of necessary use to the city.

RECOMMENDED ACTION:

Declare items of personal property as surplus and dispose of according to city policy.



NADAguides Price Report

9/24/2015

2001 GMC Sonoma Pickup-1/2 Ton-V6

Extended Cab

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$1,675	\$2,400	\$3,000	\$5,075
Mileage (87,000)	\$1,100	\$1,100	\$1,100	\$1,100
Total Base Price	\$2,775	\$3,500	\$4,100	\$6,175
Options:				
Price with Options	\$2,775	\$3,500	\$4,100	\$6,175

Rough Trade-In - Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

West Main Realignment Construction
Project No. 580504 – Construction Contract
Closeout - Rotschy, Inc.

Agenda Item: _____

Dept. of Origin: _____ Engineering _____

For Agenda of: _____ October 20, 2015 _____

PRESENTED BY:

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

Cost of Item: _____ \$4,723,240.54 _____

City Manager: _____ Steve Taylor _____

AGENDA ITEM ATTACHMENTS:

Reconciliation Change Order
Final Contract Quantities

SUMMARY STATEMENT:

This project is one that had been in the planning stages since the year 2000. Its intent was to improve Regional traffic flow in the area of Ocean Beach Highway and Cowlitz Way by focusing on revising the traffic movement from W. Main Street over to Catlin Street.

Utility upgrades were made throughout the project including new water and sewer lines and drainage facilities. New sidewalk, curb and gutter were also constructed to improve pedestrian safety. Landscaping and irrigation was provided in the new bulb-out areas to enhance the esthetics of the W. Main businesses along the project limits.

Two new traffic signals were also installed at the intersection of Catlin and 5th Avenue and the revised intersection at revised intersection of W. Main/Catlin and 3rd Avenue. The signal at the west end of the Allen Street Bridge was replaced to accommodate the revised lanes of traffic.

The construction portion of this project was awarded to Rotschy, Inc. in September of 2013. Work began in October of 2013 and final punch list items were complete in Marc

FINANCIAL SUMMARY:

Funding sources for this project were provided with a TIB Grant, WSDOT Quick Response Safety Grant, and with City of Kelso funds.

Original Contract Amount: \$ 4,214,282.70
Change Orders: \$ 243,712.09
Quantity Overrun: \$ 265,245.75
Amount Paid to Contractor: \$ 4,723,240.54

**Retainage Bond was provided so no retainage is being held

RECOMMENDED ACTION:

Staff recommends Council make a motion to close out the West Main Realignment Phase I Construction 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.

West Main Street Realignment - Phase 1																
Project No. 580504																
Rotschy, Inc.																
FINAL QUANTITIES - August 25, 2015																
				This Estimate			Previous Estimate			Total to Date						
ITEM	SCHEDULE A - STREET AND STORM SEWER				Pay			Pay			Pay					
No.	PREPARATION				Qnty	UNIT	Amount	Qnty	UNIT	Amount	Qnty	UNIT	Amount			
	QNTY	UNIT	PRICE	COST												
1	MOBILIZATION	1	L.S.	\$ 418,000.00	\$	418,000.00		L.S.	\$	-	1	L.S.	\$ 418,000.00	1	L.S.	\$ 418,000.00
2	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1	EST.	\$ 2,000.00	\$	2,000.00		EST.	\$	-		EST.	\$	0	EST.	\$
3	ROADWAY SURVEYING	1	L.S.	\$ 46,000.00	\$	46,000.00		L.S.	\$	-	1	L.S.	\$ 46,000.00	1	L.S.	\$ 46,000.00
4	TRAINING	400	HR	\$ 10.00	\$	4,000.00		HR	\$	-	400	HR	\$ 4,000.00	400	HR	\$ 4,000.00
	TRAFFIC CONTROL															
5	OTHER TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 6,000.00	\$	6,000.00		L.S.	\$	-	1	L.S.	\$ 6,000.00	1	L.S.	\$ 6,000.00
6	TRAFFIC CONTROL SUPERVISOR	1	L.S.	\$ 22,000.00	\$	22,000.00		L.S.	\$	-	1	L.S.	\$ 22,000.00	1	L.S.	\$ 22,000.00
7	FLAGGERS AND SPOTTERS	1,240	HR	\$ 60.00	\$	74,400.00		HR	\$	-	2531.5	HR	\$ 151,890.00	2531.5	HR	\$ 151,890.00
8	CONSTRUCTION SIGNS CLASS A	560	S.F.	\$ 20.00	\$	11,200.00		S.F.	\$	-	967.5	S.F.	\$ 19,350.00	967.5	S.F.	\$ 19,350.00
9	OTHER TRAFFIC CONTROL LABOR	840	HR	\$ 46.00	\$	38,640.00		HR	\$	-	916.5	HR	\$ 42,159.00	916.5	HR	\$ 42,159.00
10	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1	L.S.	\$ 12,000.00	\$	12,000.00		L.S.	\$	-		L.S.	\$	0	L.S.	\$
11	SEQUENTIAL ARROW SIGN	1,500	HR	\$ 1.50	\$	2,250.00		HR	\$	-	6144	HR	\$ 9,216.00	6144	HR	\$ 9,216.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	1,500	HR	\$ 4.50	\$	6,750.00		HR	\$	-	9312	HR	\$ 41,904.00	9312	HR	\$ 41,904.00
	GRADING															
13	CLEARING AND GRUBBING	1	L.S.	\$ 20,000.00	\$	20,000.00		L.S.	\$	-	1	L.S.	\$ 20,000.00	1	L.S.	\$ 20,000.00
14	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	L.S.	\$ 40,000.00	\$	40,000.00		L.S.	\$	-	1	L.S.	\$ 40,000.00	1	L.S.	\$ 40,000.00
15	BUILDING DEMOLITION	1	L.S.	\$ 225,000.00	\$	225,000.00		L.S.	\$	-	1	L.S.	\$ 225,000.00	1	L.S.	\$ 225,000.00
16	HAZARDOUS MATERIAL ABATEMENT	1	EST.	\$ 5,000.00	\$	5,000.00		EST.	\$	-		EST.	\$	0	EST.	\$
17	SAWCUT ASPHALT AND CEMENT CONCRETE	3,870	L.F.	\$ 3.00	\$	11,610.00		L.F.	\$	-	4691.5	L.F.	\$ 14,074.50	4691.5	L.F.	\$ 14,074.50
18	ROADWAY EXCAVATION, INCL HAUL	14,300	C.Y.	\$ 13.00	\$	185,900.00		C.Y.	\$	-	14300	C.Y.	\$ 185,900.00	14300	C.Y.	\$ 185,900.00
19	COMMON BORROW, INCL. HAUL	1,900	C.Y.	\$ 15.00	\$	28,500.00		C.Y.	\$	-	771	C.Y.	\$ 11,565.00	771	C.Y.	\$ 11,565.00
	BASES															
20	CRUSHED SURFACING BASE COURSE	15,140	TON	\$ 18.00	\$	272,520.00		TON	\$	-	16277.39	TON	\$ 292,993.02	16277.39	TON	\$ 292,993.02
21	MAINTENANCE ROCK	240	C.Y.	\$ 37.00	\$	8,880.00		C.Y.	\$	-	272	C.Y.	\$ 10,064.00	272	C.Y.	\$ 10,064.00
	SURFACE TREATMENT AND PAVEMENTS															
22	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-22	200	TON	\$ 160.00	\$	32,000.00		TON	\$	-	377.39	TON	\$ 60,382.40	377.39	TON	\$ 60,382.40
23	HMA CL 1/2 IN. PG 64-22	8,850	TON	\$ 75.00	\$	663,750.00		TON	\$	-	8370.5	TON	\$ 627,787.50	8370.5	TON	\$ 627,787.50
24	ASPHALT PRICE COST ADJUSTMENT	1	CALC	\$ 18,000.00	\$	18,000.00		CALC	\$	-		CALC	\$	0	CALC	\$
25	PLANING BITUMINOUS PAVEMENT	2,810	S.Y.	\$ 4.00	\$	11,240.00		S.Y.	\$	-	2917	S.Y.	\$ 11,668.00	2917	S.Y.	\$ 11,668.00
26	HMA DRIVEWAY	527	S.Y.	\$ 42.00	\$	22,134.00		S.Y.	\$	-	649.6	S.Y.	\$ 27,283.20	649.6	S.Y.	\$ 27,283.20
27	CONCRETE DRIVEWAY	77	S.Y.	\$ 35.00	\$	2,695.00		S.Y.	\$	-	75.3	S.Y.	\$ 2,635.50	75.3	S.Y.	\$ 2,635.50
28	GRAVEL DRIVEWAY	76	S.Y.	\$ 15.00	\$	1,140.00		S.Y.	\$	-	31	S.Y.	\$ 465.00	31	S.Y.	\$ 465.00
	STORM SEWER, SANITARY SEWER, AND WATER MAINS															
29	DUCTILE IRON STORM SEWER PIPE, 12 IN. DIAM.	121	L.F.	\$ 68.00	\$	8,228.00		L.F.	\$	-	154	L.F.	\$ 10,472.00	154	L.F.	\$ 10,472.00
30	STORM SEWER PIPE, 12 IN. DIAM.	1,836	L.F.	\$ 56.00	\$	102,816.00		L.F.	\$	-	2071	L.F.	\$ 115,976.00	2071	L.F.	\$ 115,976.00
31	STORM SEWER PIPE, 18 IN. DIAM.	765	L.F.	\$ 84.00	\$	64,260.00		L.F.	\$	-	746.5	L.F.	\$ 62,706.00	746.5	L.F.	\$ 62,706.00
32	STORM SEWER PIPE, 24 IN. DIAM.	116	L.F.	\$ 219.00	\$	25,404.00		L.F.	\$	-	116	L.F.	\$ 25,404.00	116	L.F.	\$ 25,404.00
33	SLOTTED DRAIN	142	L.F.	\$ 83.00	\$	11,786.00		L.F.	\$	-	145	L.F.	\$ 12,035.00	145	L.F.	\$ 12,035.00

34	STORM SEWER MANHOLE, 48 IN. DIAM.	13	EACH	\$ 2,500.00	\$ 32,500.00	EACH	\$ -	14	EACH	\$ 35,000.00	14	EACH	\$ 35,000.00
35	STORM SEWER MANHOLE, 60 IN. DIAM.	1	EACH	\$ 3,785.00	\$ 3,785.00	EACH	\$ -	1	EACH	\$ 3,785.00	1	EACH	\$ 3,785.00
36	STORM SEWER MANHOLE, 72 IN. DIAM.	1	EACH	\$ 6,650.00	\$ 6,650.00	EACH	\$ -	1	EACH	\$ 6,650.00	1	EACH	\$ 6,650.00
37	TESTING STORM SEWER PIPE	2,838	L.F.	\$ 1.50	\$ 4,257.00	L.F.	\$ -	2106	L.F.	\$ 3,159.00	2106	L.F.	\$ 3,159.00
38	TRENCH SAFETY SYSTEM	1	L.S.	\$ 2,500.00	\$ 2,500.00	L.S.	\$ -	1	L.S.	\$ 2,500.00	1	L.S.	\$ 2,500.00
39	PRECAST CATCH BASIN	21	EACH	\$ 1,230.00	\$ 25,830.00	EACH	\$ -	28	EACH	\$ 34,440.00	28	EACH	\$ 34,440.00
40	COMBINATION INLET	7	EACH	\$ 1,450.00	\$ 10,150.00	EACH	\$ -	6	EACH	\$ 8,700.00	6	EACH	\$ 8,700.00
41	FIELD INLET	2	EACH	\$ 1,965.00	\$ 3,930.00	EACH	\$ -	2	EACH	\$ 3,930.00	2	EACH	\$ 3,930.00
42	OFFSET CURB INLET	2	EACH	\$ 3,520.00	\$ 7,040.00	EACH	\$ -	2	EACH	\$ 7,040.00	2	EACH	\$ 7,040.00
43	THRU-CURB INLET	1	EACH	\$ 4,000.00	\$ 4,000.00	EACH	\$ -	1	EACH	\$ 4,000.00	1	EACH	\$ 4,000.00
44	PRECAST CATCH BASIN WITH BEEHIVE GRATE	1	EACH	\$ 1,400.00	\$ 1,400.00	EACH	\$ -	1	EACH	\$ 1,400.00	1	EACH	\$ 1,400.00
45	ADJUST CATCH BASIN	8	EACH	\$ 200.00	\$ 1,600.00	EACH	\$ -	9	EACH	\$ 1,800.00	9	EACH	\$ 1,800.00
46	ADJUST MANHOLE	21	EACH	\$ 650.00	\$ 13,650.00	EACH	\$ -	21	EACH	\$ 13,650.00	21	EACH	\$ 13,650.00
47	CONNECTION TO EXISTING DRAINAGE STRUCTURE	5	EACH	\$ 425.00	\$ 2,125.00	EACH	\$ -	5	EACH	\$ 2,125.00	5	EACH	\$ 2,125.00
48	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	160	C.Y.	\$ 61.00	\$ 9,760.00	C.Y.	\$ -	0	C.Y.	\$ -	0	C.Y.	\$ -
49	ADJUST VALVE BOX	43	EACH	\$ 30.00	\$ 1,290.00	EACH	\$ -	28	EACH	\$ 840.00	28	EACH	\$ 840.00
50	ADJUST WATER METER BOX TO FINISH GRADE	7	EACH	\$ 45.00	\$ 315.00	EACH	\$ -	6	EACH	\$ 270.00	6	EACH	\$ 270.00
51	BIORETENTION FACILITY	63	S.Y.	\$ 60.00	\$ 3,780.00	S.Y.	\$ -	55.6	S.Y.	\$ 3,336.00	55.6	S.Y.	\$ 3,336.00
EROSION CONTROL AND LANDSCAPING													
52	ESC LEAD	1	L.S.	\$ 5,500.00	\$ 5,500.00	L.S.	\$ -	1	L.S.	\$ 5,500.00	1	L.S.	\$ 5,500.00
53	INLET PROTECTION	120	EACH	\$ 55.00	\$ 6,600.00	EACH	\$ -	120	EACH	\$ 6,600.00	120	EACH	\$ 6,600.00
54	SEDIMENT FENCE	630	L.F.	\$ 2.00	\$ 1,260.00	L.F.	\$ -	0	L.F.	\$ -	0	L.F.	\$ -
55	PSIPE TREES, 2" GAL.	41	EACH	\$ 290.00	\$ 11,890.00	EACH	\$ -	41	EACH	\$ 11,890.00	41	EACH	\$ 11,890.00
56	PSIPE TREES, 5'-6' HT.	4	EACH	\$ 205.00	\$ 820.00	EACH	\$ -	4	EACH	\$ 820.00	4	EACH	\$ 820.00
57	PSIPE TREES, 10'-11' HT.	14	EACH	\$ 290.00	\$ 4,060.00	EACH	\$ -	14	EACH	\$ 4,060.00	14	EACH	\$ 4,060.00
58	PSIPE SHRUBS, 1 GAL.	1,117	EACH	\$ 10.00	\$ 11,170.00	EACH	\$ -	1164	EACH	\$ 11,640.00	1164	EACH	\$ 11,640.00
59	PSIPE SHRUBS, 2 GAL.	219	EACH	\$ 29.00	\$ 6,351.00	EACH	\$ -	255	EACH	\$ 7,395.00	255	EACH	\$ 7,395.00
60	PSIPE GROUNDCOVER, 4" POTS	1,483	EACH	\$ 6.00	\$ 8,898.00	EACH	\$ -	1483	EACH	\$ 8,898.00	1483	EACH	\$ 8,898.00
61	PSIPE PLUGS, 1" X 6"	3,210	EACH	\$ 2.50	\$ 8,025.00	EACH	\$ -	3210	EACH	\$ 8,025.00	3210	EACH	\$ 8,025.00
62	SEED INSTALLATION (SEED MIX NO. 1)	361	S.Y.	\$ 4.00	\$ 1,444.00	S.Y.	\$ -	453.3	S.Y.	\$ 1,813.20	453.3	S.Y.	\$ 1,813.20
63	SEED INSTALLATION (SEED MIX NO. 2)	73	S.Y.	\$ 10.00	\$ 730.00	S.Y.	\$ -	34.8	S.Y.	\$ 348.00	34.8	S.Y.	\$ 348.00
64	TOPSOIL TYPE A	630	C.Y.	\$ 33.00	\$ 20,790.00	C.Y.	\$ -	313	C.Y.	\$ 10,329.00	313	C.Y.	\$ 10,329.00
64A	TOPSOIL TYPE B	630	C.Y.	\$ 10.00	\$ 6,300.00	C.Y.	\$ -	173.93	C.Y.	\$ 1,739.30	173.93	C.Y.	\$ 1,739.30
65	FINE COMPOST	210	C.Y.	\$ 39.00	\$ 8,190.00	C.Y.	\$ -	88.5	C.Y.	\$ 3,451.50	88.5	C.Y.	\$ 3,451.50
66	BARK MULCH	198	C.Y.	\$ 46.00	\$ 9,108.00	C.Y.	\$ -	232.3	C.Y.	\$ 10,685.80	232.3	C.Y.	\$ 10,685.80
67	PLANT BED EDGER	568	L.F.	\$ 6.00	\$ 3,408.00	L.F.	\$ -	696	L.F.	\$ 4,176.00	696	L.F.	\$ 4,176.00
68	ROOT BARRIER	2,027	L.F.	\$ 9.00	\$ 18,243.00	L.F.	\$ -	2082	L.F.	\$ 18,738.00	2082	L.F.	\$ 18,738.00
69	LANDSCAPE RESTORATION	2,200	S.F.	\$ 5.00	\$ 11,000.00	S.F.	\$ -	2672	S.F.	\$ 13,360.00	2672	S.F.	\$ 13,360.00
70	IRRIGATION SYSTEM	1	L.S.	\$ 33,000.00	\$ 33,000.00	L.S.	\$ -	1	L.S.	\$ 33,000.00	1	L.S.	\$ 33,000.00
71	IRRIGATION SLEEVE	872	L.F.	\$ 6.50	\$ 5,668.00	L.F.	\$ -	1008	L.F.	\$ 6,552.00	1008	L.F.	\$ 6,552.00
TRAFFIC													
72	ILLUMINATION SYSTEM	1	L.S.	\$ 199,071.00	\$ 199,071.00	L.S.	\$ -	1	L.S.	\$ 199,071.00	1	L.S.	\$ 199,071.00
73	TRAFFIC SIGNAL SYSTEM MODIFICATION - W MAIN ST/1ST AVE	1	L.S.	\$ 130,000.00	\$ 130,000.00	L.S.	\$ -	1	L.S.	\$ 130,000.00	1	L.S.	\$ 130,000.00
74	TRAFFIC SIGNAL SYSTEM - W MAIN ST / 2ND AVE	1	L.S.	\$ 200,000.00	\$ 200,000.00	L.S.	\$ -	1	L.S.	\$ 200,000.00	1	L.S.	\$ 200,000.00
75	TRAFFIC SIGNAL SYSTEM - CATLIN ST / 5TH AVE	1	L.S.	\$ 75,000.00	\$ 75,000.00	L.S.	\$ -	1	L.S.	\$ 75,000.00	1	L.S.	\$ 75,000.00
76	TRAFFIC SIGNAL SYSTEM MODIFICATION - W COWLITZ WAY / CAT	1	L.S.	\$ 60,000.00	\$ 60,000.00	L.S.	\$ -	1	L.S.	\$ 60,000.00	1	L.S.	\$ 60,000.00

CO #2	Change Order #2 - Demo west sidewalk between Lincoln/Washington, Repair loops on 1st/Washington, complete water tie-in work on 1st. This is Schedule C work	1	L.S.	\$ 44,293.80	\$ 44,293.80		L.S.	\$ -	1	L.S.	\$44,293.80	1	L.S.	\$ 44,293.80
CO #3	Change Order #3 - 6" laterals, demo and remove concrete pavement, modify loops at 1st and Main, prelevel paving premium on Catlin, decommission buried tank at 302 Catlin	1	L.S.	\$ 27,215.19	\$ 27,215.19		L.S.	\$ -	1	L.S.	\$27,215.19	1	L.S.	\$27,215.19
CO #3	Change Order #3 - Remove conflicting pavement markings	2,850	LF	\$ 2.80	\$ 7,980.00		LF	\$ -	2976	LF	\$8,332.80	2976	LF	\$8,332.80
CO #3	Change Order #3 - Remove raised pavement markings	325	EACH	\$ 1.12	\$ 364.00		EACH	\$ -	363	EACH	\$406.56	363	EACH	\$406.56
CO #4	Change Order #4 - CDF, Remove wall, ADA, Locate laterals, Gas vault, construct wall, ped ramps	1	L.S.	\$ 28,962.24	\$ 28,962.24		L.S.	\$ -	1	L.S.	\$28,962.24	1	L.S.	\$28,962.24
CO#5a	Change Order #5a (signing/striping at Main/Cowlitz, ped push button at 1st/Main, Mods to signage and signal at Catlin/Cowlitz, No parking and crosswalk signs on Catlin)	1	L.S.	\$ 21,464.83	\$ 21,464.83		L.S.	\$ -	1		\$21,464.83	1		\$21,464.83
CO#5b	Paint Ziegler Building	1,500	SF	\$ 1.52	\$ 2,280.00		SF	\$ -	1500		\$2,280.00	1500	SF	\$2,280.00
CO #7	Repair Traffic Detection Loops	1	L.S.	\$ 2,800.00	\$ 2,800.00		L.S.	\$ -	1	LS	\$2,800.00	1	L.S.	\$2,800.00
CO#6	DBE Goal Changes - no change in costs	0		\$ -	\$ -			\$ -						
CO#8	Quantity Reconciliation Change Order	1	LS	\$ 258,409.83	\$ 258,409.83			\$ -						
				CHANGE ORDER SUBTOTAL	\$498,578.42			\$ -			\$240,563.95			\$240,563.95
				SALES TAX (8.0%)	\$ 10,379.42						\$3,543.50			\$ 3,543.50
				TOTAL CHANGE ORDERS	\$ 508,957.84									
				Revised Subtotal	\$4,684,999.92									
				Sales Tax	\$ 38,240.62									
				Revised Total	\$ 4,723,240.54									
							Sub Total	\$0.00			\$4,684,999.92			\$4,684,999.92
							8% Sales Tax	\$0.00			\$38,240.62			\$38,240.62
							Due to Contractor this Estimate	\$0.00			\$4,723,240.54			\$4,723,240.54

SEP 09 2015

CONTRACT CHANGE ORDER

CITY OF KELSO

City of Kelso, WA

Change Order No. 8 QTY RECONCILIATION

Project Name: WEST MAIN ST. REALIGNMENT

Project Number: 580504

Owner: City of Kelso

Date: August 25, 2015

To: ROTSCHY, INC.

(Contractor)

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

Description of Changes	Change in Contract Price
1. Qty under run for Sched A - Preparation	\$ (2,000.00)
2. Qty over run for Sched A - Traffic Control	\$ 119,279.00
3. Qty under run for Sched A - Grading	\$ (19,470.50)
4. Qty over run for Sched A - Bases	\$ 21,657.02
5. Qty under run Sched A - Surface Treatment & Pavement	\$ (20,737.40)
6. Qty over run for Sched A - Storm, Sanitary, Water Mains	\$ 12,162.00
7. Qty under run for Sched A - Erosion & Landscaping	\$ (13,434.20)
8. Qty over run for Sched A - Traffic	\$ 1,985.65
9. Qty over run for Sched A - Other Items	\$ 73,123.90
10. Qty under run for Sched B - Sanitary, Water	\$ (5,145.00)
11. Qty over run for Sched C - City Utility Upgrades	\$ 90,594.00
TOTAL	\$ 258,014.47
Sales Tax 8%	\$ 6,835.92
Net Change in Contract Price:	\$ 264,850.39

Justification for Change:

Qty Reconciliation for bid item over/under runs - SEE FINAL QUANTITY ESTIMATE

Original Contract Amount:	\$ 4,214,282.70
This Change Order:	\$ 264,850.39
Previous Change Order(s):	\$ 244,107.45
Total Contract Price:	\$ 4,723,240.54

Number of additional working days allowed: 0

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Accepted: *Darin Rypar* Date: 9/15/15
Contractor

Reviewed: *Tau Oshon* Date: 9/4/15
Inspector/Project Manager

Recommended: *[Signature]* Date: 9-28-15
City Engineer

Approved: *[Signature]* Date: 10-1-15
City Manager

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Three Rivers Regional
Wastewater Authority presentation

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: October 20, 2015

PRESENTED BY:

Originator: Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

City Attorney Memoranda
Foster Pepper Formation Memoranda
Proposed Interlocal Formation Agreement

SUMMARY STATEMENT:

The City of Kelso belongs to the Three Rivers Regional Wastewater Authority (TRRWA), the entity that receives and treats wastewater from Kelso, Longview, Cowlitz County and Beacon Hill Water & Sewer District. Board members are appointed from each of the member entities to provide governance and oversight of TRRWA's operations. City Engineer Mike Kardas is Kelso's representative on the Board.

Board Chair Jeff Cameron (Longview) and TRRWA Superintendent Duane Leaf will present information to Council regarding a proposed change in governance from the current multi-agency partnership to a Joint Municipal Utility Authority. The proposed agreement and a memo from consulting attorney Hugh Spitzer of Foster Pepper, LLC explaining the reasoning for and details of the governance change are attached. Please also see City Attorney Janean Parker's memo for additional information.

The TRRWA Board is looking for comments and revisions from its member entities to ensure the efficacy of the new governing arrangement before they approve the final agreement. The Board's recommended agreement will require adoption by all members of the Authority.

RECOMMENDED ACTION:

**MEMORANDUM
OFFICE OF THE CITY ATTORNEY**



To: Members of City Council
From: Janean Parker, City Attorney
CC: Steve Taylor, City Manager
Date: October 14, 2015
Re: Formation of new Three Rivers Regional Wastewater Authority

The City of Kelso has partnered with the City of Longview, Cowlitz County, and the Beacon Hill Water and Sewer District to establish and maintain a regional wastewater treatment facility for the cost effective and efficient sewage collection, treatment and disposal. Since 2005, the parties have operated as the "Three Rivers Regional Wastewater Authority" or "TRRWA", pursuant to an interlocal agreement among the parties where they share in the capital improvement and operating costs.

In 2011, the state legislature adopted the Municipal Utility Services Act at RCW 39.106 that authorizes local agencies to form an independent municipal corporation to perform utility services. This legislation clarifies the authority to perform these utility functions and makes the operation of such utilities more effective and efficient to operate.

Staff for each of the parties to the TRRWA have been working to reorganize the TRRWA under this legislation. In August of this year, Council heard a presentation from the TRRWA superintendent detailing the process for reorganization and setting forth some of the issues and expected changes. A revised agreement has been prepared that incorporates all of the comments to date. The Board would like the approval from each of the jurisdictions before final adoption by the Board. Upon adoption by each of the jurisdictions, the new TRRWA will become effective when filed with the Secretary of State and commence operations and replace the existing Board on January 1, 2016. All budget activities of the jurisdictions and current Board will be ratified and effective at that time.

Below is a summary of the key elements of the Agreement. Further regulation of the effluent quantity and quality would be adopted subsequently by the Board.

- The TRRWA is formed as a municipal utility under RCW 39.106.

- All rights and obligations of the parties under the prior agreements (including bonds and pledged revenues) are maintained as adjusted by this agreement.
- A Board of Directors is created--one from each member who is an elected official—and the Board governs the TRRWA.
- Certain significant board actions require a majority of the members voting and also a majority of the members paying more than 50% of the maintenance and operations. (i.e. amend agreement, set budget, revise service areas, set member rates etc)
- Other actions require only a simple majority.
- An operating board is created that reports to the board of directors and consists of one representative of each member to be professional technical personnel. Like the Board of directors some decisions require a double majority and other decisions a simple majority.
- Members may be added or withdrawn under certain conditions.
- The TRRWA will operate and maintain the regional wastewater assets, and can set quantity and quality regulations for accepting wastewater; each member is responsible for its own internal wastewater collection and treatment systems prior to entering the TRRWA to the standards set forth in the Agreement and adopted by TRRWA.
- TRRWA will adopt a budget and submit to each member its proportional share to include in that member's budget.
- TRRWA will set its rates and determine each member's portion in proportion to the member's flow.
- Each Member must pay for its proportional share of the costs of the TRRWA to fund maintenance and operation of the regional assets, capital repair and replacement, and system upgrades. Each member is also obligated to share in payment of any TRRWA debt service for capital improvements. These costs are paid from revenues of the member's internal wastewater system and potentially SDC charges.
- The Agreement is perpetual and must remain so long as any outstanding debt service exists.

Memorandum

To: Governing Board
Three Rivers Regional Wastewater Authority

From: Hugh Spitzer
Lee Marchisio

Date: August 6, 2015

Subject: Joint Municipal Utility Services Utility Formation Considerations

This memorandum summarizes some key considerations for the TRRWA Governing Board as it works on developing the interlocal formation agreement that would reorganize TRRWA into a “joint municipal utility services authority” under Chapter 39.106 RCW. A draft Interlocal Formation Agreement is provided with this memo. After Governing Board approval, the final Interlocal Formation Agreement must be approved by the governing authorities of each member entity.

In general, we have attempted to track the existing 2005 Interlocal Agreement. However, the provisions of Chapter 39.106 require that the formation agreement include certain elements that are not in the current agreement. The most important differences are described below, along with other adjustments that the Governing Board might want to make.

Notable differences in the draft Interlocal Formation Agreement from the 2005 Interlocal Agreement:

- Under the statute, the Board of Directors of the joint utility authority must be elected officials (§5.1). The Governing Board may wish to establish a Board of Directors composed of elected officials that would meet less frequently and control basic policy and financial matters. An operating board comprised to lead staff (or staff plus elected officials) could manage day-to-day matters and develop the policy and financial proposals for Governing Board approval. If the Governing Board provides us with direction on that, we can revise the draft accordingly.
- The draft formation agreement contains less detail on effluent quality—that is reserved for TRRWA regulation through Board resolution.
- The draft formation agreement contains less detail on effluent volume— that is reserved for TRRWA regulation through Board resolution.

- The attached formation agreement explicitly provides for the addition of new members and customers (§5.7).
- The draft provides for super majority voting of two kinds for significant decisions (§5.6). This is based on the approach used by the Cascade Water Alliance and the Discovery Clean Water Alliance. Obviously, if the Governing Board desires to continue with one-member one-vote on all decisions, we can adjust the draft accordingly.
- This draft has beefed up withdrawal provisions that will help with financings (§5.8).
- The draft also updates bond covenants a bit (§9.7).

Further revisions to consider in the draft Interlocal Formation Agreement:

- Consider describing the assets by listing them specifically, or as broader categories, rather than referencing the 1997 Sewerage General Plan (§3.21).
- Consider more permanent allocations of capacity (e.g., owned capacity instead of “first come, first serve” basis). Certain allocations of cost could then be apportioned based on owned capacity instead of used capacity. This would be an important policy change. If TRRWA opts for owned capacity, more details would have to be worked out, for example, whether members that contribute assets would receive credit for that.
- Consider updating the insurance provisions, and also consider leaving the details of insurance requirements to the Board (§10).
- Updating the dispute resolution provision—is binding arbitration in the Members’ best interests? (§ 11)

Immediate post-formation actions required by statute:

- File Interlocal Formation Agreement with the Washington Secretary of State.
- Obtain Certificate of Filing from the Secretary of State.
- Appoint agent to receive claims.
- Appoint the TRRWA Treasurer.

Other post-formation items to consider--to the extent TRRWA has already adopted resolutions covering these topics, they can be revised and readopted:

- Create a website.
- Adopt Board bylaws.
- Adopt regular meeting schedule of the Board of Directors (required by the Open Public Meetings Act).
- Adopt a public records policy (to comply with the Public Records Act).
- Adopt SEPA procedures.
- Adopt a wastewater quality resolution (regulating dischargers into TRRWA facilities).
- Adopt a wastewater quantity/volume resolution (regulating dischargers into TRRWA facilities).

- Perform an asset inventory and clarify which Regional Assets are owned or should be owned by TRRWA. (Follow up with asset transfer documents as necessary.)
- Indemnification procedures resolution.
- Resolution forming committees to manage TRRWA.
- Procurement: develop public works, contracting, purchasing, surplus property policies, etc.
- Personnel: employment agreements, handbook, HR policies, retirement systems, recognition/incentive program, travel and expenses reporting, etc.
- Financial policies.
- Budget planning process.
- Rates setting process.
- Capital asset management and planning process.

Provisions saved from the 2005 Interlocal Agreement for possible later incorporation into TRRWA resolutions/rules.

The items in the “supplement” on the following pages represents provisions that were in the 2005 Interlocal Agreement but not included in the formation agreement draft. These could be readopted by resolution of the new Board of Directors (or operating board), or incorporated in rules. There is also one section, on indemnification, that *might* be appropriate for deletion. This should be discussed in more detail.

Please let us know what questions and comments your have, and what adjustments you would like to see in a revised draft. We would be pleased to visit with the Governing Board to discuss this and future drafts.

cc: Dave Spencer
Doug Jensen

Supplement

Sections from the 2005 Interlocal Agreement not included in the draft. These could be adopted by TRRWA resolutions or rules.

SECTION 5. SEWAGE TREATMENT.

Treatment of Domestic Sewage Only. Members may not discharge into the Regional Assets any Wastewater other than Domestic Sewage. TRRWA is obligated to treat only Domestic Sewage and may reject all other forms of Wastewater. TRRWA may refuse to transport and treat Domestic Sewage from those portions of a Member's Internal System that do not conform to Ecology and/or EPA standards.

Treatment of "High Strength Waste" – Surcharge. In the event TRRWA accepts from a Member "high strength waste" for treatment by the Regional Assets, TRRWA may impose, and the Member must pay, a surcharge in addition to any other charges for sewage treatment, as provided by TRRWA resolution.

Sewage Quality. The Members will cooperate to develop, as needed, rules, ordinances and programs to mitigate mass BOD and TSS or other pollutant levels which are higher than acceptable norms, as determined by either regulatory requirements or by generally accepted environmental practices. The direct costs of such compliance programs, if and when undertaken, may be recovered from the Member responsible for the discharge of nonconforming Wastewater and, unlike general maintenance, replacement and operation costs, will not be based on overall sewage flow levels.

Pre-Treatment Ordinances. Each Member must adopt a pre-treatment ordinance or resolution meeting all federal and/or state requirements. TRRWA will administer and operate a pre-treatment program. Administration and operation must include, but not be limited to, developing procedures, forms, and instructions; categorizing dischargers; record keeping; compliance tracking; establishment of annual limits; sampling, testing, and monitoring; preparation of control documents; collection of fees and preparation of permits. The Members must identify to TRRWA those dischargers within their service areas required to provide pre-treatment and authorize TRRWA to enforce the requirements contained in the Member's pre-treatment ordinance or resolution.

Governing Rules and Regulations. Each Member's sewerage ordinances, resolutions or other regulations must be at least as effective as TRRWA rules and regulations. TRRWA will receive, transport, treat and dispose by means of the Regional Assets the Domestic Sewage discharged by each Member up to the limits permitted by EPA and Ecology.

SECTION 6. OPERATION, TREATMENT, AND QUALITY OF THE FACILITIES AND THE PARTIES' INTERNAL SYSTEMS.

Metering. The quantity of Domestic Sewage discharged by each Member into the Regional Assets will be metered as determined by TRRWA. The meter that measures each Member's discharge of Domestic Sewage into the Regional Assets must be calibrated by TRRWA at least once each calendar year and may be inspected by any Member at the expense of that Party at any time upon reasonable notice to the other. The TRRWA may continue to monitor other relevant variables such as water consumption by each Party, rainfall, and other suitable variables, which will be used to provide redundancy for failed meters and an alternative method to check the validity and accuracy of the meter readings.

Reporting Requirements. Each Party will provide TRRWA monthly reports of the number of new sewer connections adding flow to the TRRWA Regional Assets. The TRRWA shall on a monthly basis, record and report the amount of measured Domestic Sewage, measured in MGD, discharged into the Regional Assets, accounted for by each Party.

The TRRWA shall periodically inspect its Regional Assets and each of the Parties shall periodically inspect its Internal System to ensure adherence to applicable standards and to reduce infiltration, exfiltration, and deposits of rock or other debris.

The Parties' Internal Systems. Each Party shall operate and maintain its Internal System at its sole expense, including all of its internal facilities as required to maintain the volume and quality of Domestic Sewage within the limits set forth in this Agreement. Each Party shall observe the highest practicable standards and practices in the construction, operation, and maintenance of its Internal System with particular attention to the following: (a) reducing entry into the sewerage system of groundwater and/or surface water (I/I - infiltration and inflow); (b) maintaining a favorable character and quality of Domestic Sewage in accordance with the standards set forth in this Agreement eliminating septicity, entry of petroleum wastes or other chemicals and/or wastes detrimental to sewer lines, pumping stations, the Regional Assets, and the waters of the Cowlitz River Basin; and (c) maintaining an efficient and economical utility operation, while achieving optimum pollution and environmental control. Each Party shall adopt ordinances, policies, and procedures prohibiting the connection of any storm or drainage facilities to its Internal System.

The TRRWA shall give written notice to a Party of any condition within the Party's Internal System that violates this Agreement or applicable laws, regulations, or permits. If the Party does not correct such condition within a reasonable time after the TRRWA gives written notice thereof, the Party shall pay to the TRRWA any reasonable and necessary costs and expenses incurred by the TRRWA in connection with such condition.

If the Party discharges into the Regional Assets any solids, liquids, gases, toxic substances, or other substances which the TRRWA reasonably believes is causing or will cause damage to the Regional Assets, or is creating a public nuisance or a hazard to life or property, the Party shall either discontinue the discharge of such substances, or pay for the costs of modifying the Regional Assets so that they are capable of satisfactorily handling such substances. Because substandard conditions of Domestic Sewage may cause serious damage to the Regional Assets, the Parties shall comply with any TRRWA order regarding the composition of Domestic Sewage, and after compliance, may thereafter submit the reasonableness of such order to arbitration as provided in Section 9.

The Parties shall cooperate with each other to determine the source of possible violations of applicable law, regulations and permits (including applicable NPDES Permits). In the event the TRRWA is fined or otherwise penalized by local, state, or federal agencies for failure to operate or maintain the Regional Assets in accordance with the requirements of such agencies, and it is demonstrated to the satisfaction of the majority of the Board that such failure is due, in whole or in part, to a Party or Parties' discharge of Domestic Sewage in violation of this Agreement, then the offending Party or Parties shall pay their allocable share (as determined by the TRRWA or by an arbitrator in accordance with Section 9) of the costs of such fines or penalties, including its share of the associated administrative, legal, and engineering costs incurred by the TRRWA in connection with the fines or penalties.

Provision from 2005 Interlocal Agreement *possibly* no longer needed:

SECTION 6. OPERATION, TREATMENT, AND QUALITY OF THE FACILITIES AND THE PARTIES' INTERNAL SYSTEMS.

Operation and Maintenance of the Facilities. [INDEMNIFICATION] Recognizing the duty of each of the member entities to finance the operation and maintenance of the Regional Assets, the TRRWA shall defend, indemnify and hold harmless all of the parties hereto from and against all claims, whether sounding in contract or in tort, arising out of or in any way related to the project, PROVIDED that such indemnification shall not extend to cover any obligation of the member entity arising out its proportionate share of flow to the Regional Assets as established in Section 4.A or otherwise provided under this Agreement. The previous sentence shall survive the completion, expiration, and/or termination of this Agreement.

**THREE RIVERS REGIONAL WASTEWATER AUTHORITY
JOINT MUNICIPAL UTILITY SERVICES AGREEMENT**

SECTION 1. PARTIES AND AGREEMENT.

The Parties to this “Agreement” are the City of Kelso, the City of Longview, Cowlitz County, and the Beacon Hill Water and Sewer District. The Parties are the Original Members of the Three Rivers Regional Wastewater Authority. The Parties agree as follows.

SECTION 2. RECITALS AND FINDINGS.

2.1 The public health, safety, and welfare of the residents of Kelso, Longview, Cowlitz County, and the Beacon Hill Water and Sewer District require the continued improvement of systems to provide sewerage collection, treatment, and disposal, the mitigation of water pollution, and the preservation of the area’s water resources.

2.2 Population growth, unique physical and topographic conditions, and the regional commitment to preserve water resources require a central sewage treatment plant, together with interceptors, pumping stations, and other assets and properties (the “Regional Assets”). Under the terms of a previous agreement, the Parties acquired ownership of the land upon which the Regional Assets are situated, together with ownership of related easements for sewer transmission lines. The continued improvement and operation of the Regional Assets require the Parties within the specified Longview-Kelso Urban Area to dispose of their sewage in the Regional Assets.

2.3 In 2005, the Parties organized the THREE RIVERS REGIONAL WASTEWATER AUTHORITY (“TRRWA”), as a successor to the Cowlitz Sewer Operating Board, a “joint board” under Chapter 39.34 RCW, through the “2005 Revised and Restated Interlocal Agreement Among City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County for Wastewater Treatment & Disposal” last dated December 13, 2005 (the “2005 Interlocal Agreement”), as supplemented by the “Interlocal Agreement for Financing of Biosolids Processing Improvements” last dated May 11, 2006 (the “Supplemental Agreement”) (together, the “Pre-Formation Agreements”). TRRWA ensures continued operation and improvement of the Regional Assets in order to maintain compliance with applicable federal, state, and local laws and regulations. The Parties jointly govern TRRWA by each appointing a representative to serve on TRRWA’s four-member board. The board exercises necessary powers and responsibilities to operate and maintain the Regional Assets, while ensuring representation in regional authority governance by each Party.

2.4 Prior to the 2005 Interlocal Agreement, the Parties cooperated with respect to the Regional Assets pursuant to the “Interlocal Agreement Among City of Kelso, City of Longview, Beacon Hill Sewer District and Cowlitz County for Wastewater Treatment and Disposal” executed between May and July, 1996, as amended by the agreement denominated “First Amendment to Interlocal Agreement among City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County for Wastewater Treatment and Disposal” effective June 1, 1998, as amended by the agreement entitled “Revised and Restated Interlocal Agreement Among City of Kelso, City of Longview, Beacon Hill Sewer District, and Cowlitz County for

Wastewater Treatment and Disposal” effective on or about the 1st day of September, 2002, as supplemented by two separate agreements each denominated “Interlocal Agreement for Financing of Wastewater Treatment Plant Expansion” and dated July 26, 1999 (one with respect to \$40 million of general obligation bonds issued by the County, and the other with respect to a \$7 million Public Works Trust Fund loan), and as further supplemented by the “Interlocal Agreement for Supplemental Financing of Wastewater Treatment Plan Expansion” executed in April and May 2001, with respect to a \$3 million Public Works Trust Fund loan.

2.5 The Parties continue to be served by the Regional Assets, and each equitably shares in the Regional Assets’ operating costs and improvement financing. TRRWA currently plans and provides for the long-term capital and operational needs of the Regional Assets, which may include mandated technological and regulatory changes and increased capacity and space demands.

2.6 Under the Joint Municipal Utility Services Act (Chapter 39.106 RCW), certain local governments and federally-recognized Indian tribes may enter into joint municipal utility services agreements to form independent municipal corporations to perform any or all of the utility services that their participating members may perform.

2.7 The Parties find that organizing TRRWA as an authority under the Act will enable TRRWA to more effectively and efficiently operate, maintain, and improve the Regional Assets. Because TRRWA’s existing obligations will be the obligations of the successor TRRWA formed under this Agreement, the Parties further find that replacement of the Pre-Formation Agreements with this Agreement will not adversely affect the rights of owners of Bonds currently outstanding under the Parties’ covenants and obligations with respect to the Pre-Formation Agreements. This Agreement therefore organizes TRRWA as a joint municipal utility authority and independent municipal corporation under the Act and replaces the Pre-Formation Agreements in accordance with RCW 39.106.080.

SECTION 3. DEFINITIONS,

3.1 “Act” means the Joint Municipal Utility Services Act, Chapter 39.106 RCW.

3.2 “Additional Member” means any governmental participant, other than an Original Member, that provides wastewater services and joins TRRWA as a Member after execution of this agreement in accordance with Subsection 5.6.

3.3 “Agreement” means this “Three Rivers Regional Wastewater Authority Joint Municipal Utility Services Agreement.”

3.4 “Annual Average Daily Flow” or “AADF” means the total Flow of Wastewater in millions of gallons during a full calendar year, divided by the number of days in such year, expressed in millions of gallons per day.

3.5 “Beacon Hill Water and Sewer District” (formerly the “Beacon Hill Sewer District”) means the Beacon Hill Water and Sewer District, a Washington municipal corporation and water-sewer district organized under Title 57 RCW.

3.6 “Biochemical Oxygen Demand” or “BOD” means a standardized laboratory procedure which measures the amount of oxygen consumed in a wastewater sample during a specified incubation period. This test is described in the most current version of the book entitled “Standard Methods for the Examination of Water and Wastewater.”

3.7 “Board” means the TRRWA Board of Directors, as set forth in SECTION 5.

3.8 “Bonds” means bonds, notes or other evidences of indebtedness issued by TRRWA or by another entity (*e.g.*, by a Member) on behalf of TRRWA.

3.9 “Capital Component” means the portion of TRRWA rates that relates to costs of financing the Regional Assets, as described in Subsection 9.1.

3.10 “Collection Facility” or “Collection Facilities” means sewers, transmission lines, force mains, interceptors, pump stations and other sewer facilities required to collect and deliver wastewater from customers to Transmission Facilities or Treatment Facilities.

3.11 “Contracting Municipal Wastewater Utility” means a county, city, town, water-sewer district, public utility district, other special purpose district, municipal corporation, or other unit of local government of this or another state and any federally-recognized Indian tribe authorized by law to provide a system of sewers for the collection, transmission, or treatment of Wastewater, that has entered into an agreement with TRRWA that provides for TRRWA acceptance of some or all of that entity’s Wastewater.

3.12 “County” means Cowlitz County, Washington, a political subdivision of the State of Washington.

3.13 “Ecology” means the Washington State Department of Ecology, or its successor.

3.14 “Environmental Protection Agency” or “EPA” means the United States Environmental Protection Agency, or its successor.

3.15 “Equivalent Residential Unit” or “ERU” is a measure applied to a user of a sewage system. The number of ERUs assigned to any user (for example, an apartment house, motel, school, hospital, nursing home, or any other public or commercial establishment) is the numerical ratio of the monthly volume of Wastewater contributed by the user to the monthly volume of Wastewater contributed by a single family residence. This ratio serves as a practical basis for computing the number of ERUs contributing Wastewater into the Regional Assets when and if the computation is necessary or desirable to either supplement or replace a direct Flow measurement.

3.16 “Flow” means a volume of Wastewater per unit of time.

3.17 “Formation Date” means the date this Agreement is filed with the Washington Secretary of State and TRRWA is formed as a joint municipal utility services authority in accordance with RCW 39.106.030(1).

3.18 “Former TRRWA” means the intergovernmental entity and joint board authorized and created by the Pre-Formation Agreements under Chapter 39.34 RCW.

3.19 “Improvements” means those improvements to the Regional Assets described in the Updated Sewerage General Plan dated February 1997, as it is amended from time to time, and those in other TRRWA capital facilities improvements plans.

3.20 “Influent Point” means the point at which a Member’s Internal System connects to the Regional Assets.

3.21 “Internal System” means all Collection Facilities, Transmission Facilities, and Treatment Facilities owned and operated by a Member upstream from its respective Influent Point(s).

3.22 “Kelso” means the City of Kelso, Washington, a Washington municipal corporation and code city organized under Title 35A RCW.

3.23 “Longview” means the City of Longview, Washington, a Washington municipal corporation and code city organized under Title 35A RCW.

3.24 “Member” (collectively, the “Members”) means one or more governmental participants of TRRWA, including the Original Members and Additional Members.

3.25 “Million Gallons Per Day” or “MGD” refers to a rate of Wastewater Flow.

3.26 “Maintenance and Operation Component” or “M&O Component” means the portion of TRRWA rates, charges, fees, or other payments that relate to Maintenance and Operation Costs, as described in Subsection 9.1.

3.27 “Maintenance and Operation Costs” or “M&O Costs” means all direct costs and expenses incurred by TRRWA in (i) transporting, treating, and disposing of Wastewater through the Regional Assets, (ii) maintaining, repairing, and replacing the Regional Assets, and (iii) administering a joint Industrial Pre-Treatment program.

3.28 “Operating Board” means the TRRWA Operating Board as set forth in Subsection 5.6.

3.29 “Operations Date” means January 1, 2016, the date this Agreement replaces the Pre-Formation Agreements and TRRWA becomes successor to the Former TRRWA in accordance with RCW 39.106.080.

3.30 “Original Member” or “Party” (collectively, the “Original Members” or the “Parties”) means the governmental entities initially executing this Agreement and described in SECTION 1, including Kelso, Longview, the Beacon Hill Water and Sewer District, and the County.

3.31 “Pre-Formation Agreements” means, collectively: (i) the “2005 Revised and Restated Interlocal Agreement Among City of Kelso, City of Longview, Beacon Hill Water and

Sewer District, and Cowlitz County for Wastewater Treatment & Disposal” last dated December 13, 2005 and (ii) the “Interlocal Agreement for Financing of Biosolids Processing Improvements” last dated May 11, 2006.

3.32 “Regional Assets” means TRRWA’s Treatment Facilities, Transmission Facilities, and other assets together with applicable lands, easements, conveyances, and river crossings operated, maintained, or owned by TRRWA, as depicted on Exhibit A and as may be amended.

3.33 “Reserve Fund” means the separate TRRWA fund established by Subsection 9.6.

3.34 “Service Area” means the area served by the Members’ Internal Systems as depicted on Exhibit B and as may be amended.

3.35 “System Development Charge” or “SDC” means the charge for each new sewer system connection made following execution of this Agreement, as measured in ERUs, for purposes of reimbursing TRRWA for costs incurred to provide existing capacity or paying for the new connection’s use of planned future capacity.

3.36 “Three Rivers Regional Wastewater Authority” or “TRRWA” means the Washington municipal corporation and Washington joint municipal utility services authority organized under Chapter 39.106 RCW and formed by this Agreement.

3.37 “Total Suspended Solids” or “TSS” means that portion of a filtered sample which is retained on a filter pad that is dried at a specified temperature. This test is described in the most current version of a book entitled “Standard Methods for the Examination of Water and Wastewater.”

3.38 “Transmission Facility” or “Transmission Facilities” means transmission lines, force mains, interceptors, pump stations and other facilities required to transfer wastewater from Collection Systems to Treatment Facilities.

3.39 “Treatment Facility” or “Treatment Facilities” means treatment plants, outfalls and other facilities required to treat Wastewater.

3.40 “Wastewater” means all water and liquid Flows in a Collection Facility, Transmission Facility or Treatment Facility, including without limitation industrial, commercial, agricultural, septage, infiltration or inflow, storm or surface water, and domestic sewage (*i.e.*, sanitary wastes normally collected from residential establishments, commercial and industrial wastes of similar strength or quality, and other commercial and industrial wastes that are pre-treated in accordance with Ecology and EPA guidelines).

SECTION 4. FORMATION.

4.1 Formation and Name. On the Formation Date, the “Three Rivers Regional Wastewater Authority” is formed as a joint municipal utility services authority under the Act.

4.2 Purpose and Powers. TRRWA's purpose is to jointly provide regional Wastewater transmission and treatment for TRRWA Members and other Contracting Municipal Wastewater Utilities. TRRWA may exercise all powers authorized by Chapter 39.106 RCW, subject to the terms of this Agreement. TRRWA will provide all necessary Treatment Facilities, Transmission Facilities, and Wastewater services to receive and dispose of Wastewater collected by its Members within the Service Area and delivered to the Regional Assets in accordance with TRRWA rules. TRRWA may provide Treatment Facilities, Transmission Facilities, and Wastewater services for Contracting Municipal Wastewater Utilities and non-contract dischargers upon Operating Board approval. TRRWA may provide additional utility services as determined by the Operating Board.

4.3 Membership. TRRWA's membership consists of the Original Members, together with any Additional Members that may later join TRRWA in accordance with Subsection 5.6.

4.4 Pre-Formation Agreements. As of the Operations Date, this Agreement replaces the Pre-Formation Agreements.

4.5 Historic Agreements. For the avoidance of doubt, the following historic agreements remain superseded: (i) the "Interlocal Agreement Among City Of Kelso, City Of Longview, Beacon Hill Sewer District And Cowlitz County For Wastewater Treatment And Disposal" executed between May and July, 1996; (ii) the "First Amendment To Interlocal Agreement Among City Of Kelso, City Of Longview, Beacon Hill Sewer District, And Cowlitz County For Wastewater Treatment And Disposal" effective June 1, 1998; and, (iii) the "Revised And Restated Interlocal Agreement Among City Of Kelso, City Of Longview, Beacon Hill Sewer District, And Cowlitz County For Wastewater Treatment And Disposal" which was effective on or about the 1st day of September, 2002.

4.6 Ratification of Prior Acts. All actions of the Former TRRWA taken prior to the Operations Date under the Pre-Formation Agreements and not inconsistent with this Agreement are ratified, approved and confirmed in all respects, including without limitation all resolutions, motions, bylaws, rules, policies, procedures, guidelines, manuals, contracts, agreements, minutes, and proceedings.

4.7 Existing Rights and Obligations Confirmed. As of the Operations Date, existing rights and obligations of the Original Members and the Former TRRWA continue as follows:

4.7.1 All existing capacity rights and financial obligations of the Original Members under the terms of the Pre-Formation Agreements are transferred to each of the Original Members under this Agreement, subject to later adjustments under the terms of this Agreement.

4.7.2 All rights and obligations of the Former TRRWA are the rights and obligations of TRRWA. The replacement of the Pre-Formation Agreements does not impair any obligations entered into pursuant to or in reliance on the Pre-Formation Agreements or the Former TRRWA's prior actions that remain in full force and effect on the Operations Date under Subsection 4.6, subject to subsequent amendment, modification, or action.

4.7.3 Existing obligations of the Original Members and the Former TRRWA to irrevocably pledge revenues from the collection of any TRRWA rates established under the Pre-Formation Agreements remain valid and binding obligations of the Original Members and are valid and binding obligations of TRRWA. For as long as any Bonds outstanding as of the Operations Date remain outstanding, each Original Member irrevocably pledges to establish sewer rates and charges, and include amounts in its sewer enterprise fund annual budget, sufficient to provide for payment of TRRWA rates.

4.7.4 For the avoidance of doubt (and without limitation), the following contracts and obligations remain valid: [INSERT LIST].

SECTION 5. TRRWA BOARD OF DIRECTORS ORGANIZATION AND POWERS; OPERATING BOARD ORGANIZATION AND POWERS.

5.1 Board of Directors Composition. TRRWA's Board of Directors consists of one Director and any alternate Directors appointed by each Member. Directors and alternates must be elected officials of the appointing Member. More than one alternate may be appointed to serve on the Board of Directors when a Member's designated Director is unable to participate in a meeting, but only one Director from each Member may actively participate in a Board of Directors meeting at any time. The Members may appoint and remove their appointee Directors and alternates in such manner as they individually determine.

5.2 Board of Directors Powers. The Board of Directors exercises all policy, oversight and governance powers of TRRWA, and carries out the responsibilities specified in this Agreement. The Board of Directors may adopt appropriate rules, including Board of Directors rules and procedures, and may delegate powers and responsibilities to the Operating Board in addition to those specified in Subsection 5.6. Initial Board of Directors Bylaws are adopted by approval of this Agreement; such bylaws may be modified by the Board of Directors.[A1]

5.3 Board of Directors Officers and Legal Counsel. Board of Directors officers consist of a Chair, Vice Chair, and such other officers as the Board of Directors desires. Legal counsel to TRRWA, if any, will report directly to the Board of Directors and will work in coordination with and support the actions of the Operating Board.

5.4 Board of Directors Meetings. The Board of Directors will meet twice per year (or more frequently in the Board of Directors' discretion) under a regular meeting schedule established by resolution, bylaws, or other Board of Directors action. Notice of Board of Directors meetings must conform to the requirements of the Open Public Meetings Act (Chapter 42.30 RCW). Additional requirements regarding notice, preparation and distribution of agendas, minutes and conduct of meetings may be established by the Board of Directors.

5.5 Board of Directors Voting. Each Director will have one (1) vote on issues that come before the Board of Directors.

5.5.1 Board of Directors Majority and M&O Component Voting. The following Board of Directors actions require both (i) a majority vote of the Board of Directors and (ii) approval by Directors representing Members paying more than 50% of the M&O Component, unadjusted for the prior Flow portion period:

- (a) Amend this Agreement.
- (b) Ratify budgets adopted by the Operating Board as required under Subsections 8.1 through 8.3.
- (c) Ratify Member rates, charges, fees, or other required payments adopted by the Operating Board as required under SECTION 9.
- (d) Admit new Members to TRRWA.
- (e) Revise the Service Area.
- (f) Terminate this Agreement.
- (g) Determine the Regional Assets' purchase price upon TRRWA's dissolution.
- (h) Authorize the borrowing of money or issuance of Bonds by TRRWA or by another entity on behalf of TRRWA.
- (i) Authorize the exercise of eminent domain by TRRWA.

5.5.2 Board of Directors Simple Majority Voting. Board of Directors actions not expressly listed in Subsection 5.5.1 are made by majority vote of the Directors present and voting.

5.6 Operating Board.

5.6.1 Operating Board Representation. The Operating Board consists of one Representative appointed by each Member. The appointment, duration, termination, and revocation of any Operating Board Representative rests within the sole discretion of the Representative's appointing Member. Each Member may appoint any number of alternates in its discretion. Due to the technical knowledge necessary to manage and operate the Regional Assets, Members must appoint professional technical personnel as their respective Representatives and alternates to the Operating Board.

5.6.2 Operating Board Powers and Duties. Under the direction of the Board of Directors, the Operating Board operates and administers TRRWA's day-to-day activities. Initial Operating Board Bylaws are adopted by approval of this Agreement; such bylaws may be modified by the Operating Board. [A2]The Operating Board will:

- (a) Perform all powers and duties consistent with: (i) the budget and the rates, charges, fees, or other required payments as ratified by the Board of Directors; and (ii) any other resolutions, rules, authorizations, or directives established by the Board of Directors.
- (b) Report directly to the Board of Directors.

(c) Provide Operating Board representation at all meetings of the Board of Directors.

(d) Designate^[A3] the clerk of the Board of Directors to keep the records, minutes, and other files of the Board of Directors.

(e) Keep the Board of Directors fully advised of TRRWA's financial condition and its future needs.

(f) Exercise general supervision over TRRWA's operational and administrative affairs.

(g) See that all laws and resolutions are faithfully executed.

(h) Perform such other duties necessary to operate, maintain, repair, and administer the Regional Assets or as the Board of Directors may determine by resolution. When the Board of Directors has not established policy or provided direction to the Operating Board regarding a specific matter, the Operating Board may adopt Operating Board policies to address such matters.

5.6.3 Operating Board Voting: Each Operating Board Representative will have one (1) vote on issues that come before the Operating Board. Alternates may participate in Operating Board meetings and discussions, but may only vote when serving in the absence of that alternate's Representative. Operating Board meetings and meeting notices must conform to the requirements of the Open Public Meetings Act (Chapter 42.30 RCW).

5.6.4 Operating Board Majority and M&O Component Voting. The following Operating Board actions require both (i) a majority vote of the Operating Board and (ii) approval by Operating Board Representatives of Members paying more than 50% of the M&O Component, unadjusted for the prior Flow portion period:

(a) Adopt budgets as required under Subsections 8.1 through 8.3.

(b) Adopt rates, charges, fees, or other required payments as required under SECTION 9.

(c) Approve wages and benefits for non-represented TRRWA employees.

(d) Approve employee collective bargaining agreements.

(e) Adopt and amend TRRWA rules or regulations.

5.6.5 Operating Board Simple Majority Voting. Operating Board actions not expressly listed in Subsection 5.6.4 are made by majority vote of the Representatives present and voting, and include but are not limited to the following:

- (a) Award construction, service, and material purchase contracts.
- (b) Approve disposition of one or more, but not substantially all, of the Regional Assets (i.e., the sale, lease, mortgage or other encumbrance, transfer, or disposal of the Regional Assets).
- (c) Adopt and amend operating procedures.
- (d) Appoint and remove at any time, plant superintendents or other general managers (if any) of TRRWA's Regional Assets.
- (e) Recommend measures for Board of Directors adoption.

5.7 Board of Directors Committees and Advisory Boards. The Board of Directors may create committees and advisory boards, including committees to consider finance issues, maintenance and operations matters, and capital planning and infrastructure, when it determines the Operating Board has not provided adequate community representation on the matter. Committees and advisory boards may include either Directors or non-Directors (including Operating Board Representatives), or both. The Board of Directors may not delegate to committees or advisory boards the authority vested in the Board of Directors or the authority vested in the Operating Board under this Agreement.

5.8 Additional Members. The inclusion of each Additional Member requires Board of Directors approval under Subsection 5.5.1. Each Additional Member must "buy in" to TRRWA by paying for its allocable share of Regional Assets and/or by contributing Regional Assets, in such amounts as will be determined by the Board of Directors.

5.9 Withdrawal of a Member. In order to prevent remaining Members from carrying "stranded costs," any withdrawing Member is responsible for the full cost of its withdrawal to TRRWA, including without limitation the payment or provision for payment of its allocable share of the Capital Component of rates established under Subsection 9.1. The Board of Directors, acting in its reasonable judgment, has the sole power to determine the appropriate payment obligations of a withdrawing Member. The Director representing a Member proposing to leave TRRWA may not vote on the determination of that leaving Member's payment obligations to TRRWA.

SECTION 6. SEWAGE TREATMENT.

6.1 Member Capacity. TRRWA will treat by means of the Regional Assets, Wastewater discharged by each Member in accordance with TRRWA rules within the Service Area up to the Regional Assets' capacity as long as the discharging Member requires it, barring events and circumstances which are beyond TRRWA's control. Capacity will be available on a "first come, first served" basis.

6.2 Rules Governing Flows into the Regional Assets. By resolution, TRRWA may establish rules governing acceptance of Wastewater into the Regional Assets, including without limitation, rules governing Wastewater quality, Wastewater quantity, metering Influent Points, and Member pre-treatment ordinances or resolutions.

SECTION 7. OPERATION, TREATMENT, AND QUALITY OF THE FACILITIES AND THE MEMBERS' INTERNAL SYSTEMS.

7.1 Operation and Maintenance of the Regional Assets. TRRWA is responsible for the operation, maintenance, and administration of the Regional Assets, subject to the terms of this Agreement. TRRWA must operate and maintain the Regional Assets in accordance with generally accepted engineering standards, and the standards established by EPA, Ecology, the Washington State Department of Health, and other federal, state, and local agencies.

7.2 Rules Governing Internal Systems. Each Member must manage its Internal System at its sole expense, including all of its internal facilities as required to maintain the volume and quality of Wastewater within the limits set forth in this Agreement, including without limitation any TRRWA rules adopted under Subsection 6.2. Each Member must ensure the highest practicable standards and practices in the construction, operation, and maintenance of its Internal System.

7.3 Treasurer. TRRWA must appoint a treasurer from time to time by resolution of the Board of Directors, consistent with the provisions of RCW 39.106.050(13).

7.4 Applicable Lien Laws. If TRRWA provides direct retail services (i.e., not through or on behalf of a Member), TRRWA will apply and exercise the powers of a water or sewer district under RCW 57.08.081 or other applicable water-sewer district law.

7.5 Applicable Personnel Laws. With respect to its own employees, TRRWA will apply the personnel laws pertaining to code cities under Chapter 35A.41 RCW, and so long as any Member is a code city with a population of more than 20,000, then the provisions of RCW 35A.41.010 will apply.

7.6 Public Works and Procurement Laws. TRRWA will apply the public works and procurement laws applicable to code cities under RCW 35A.40.210 and RCW 35.23.352. Consistent with RCW 35A.40.210, RCW 35.22.620 will apply so long as any Member has a population of 20,000 or more, and otherwise the provisions of RCW 35.23.352 will apply.

7.7 Eminent Domain Laws. TRRWA will apply and exercise the powers of eminent domain under the laws applicable to code cities pursuant to Chapter 8.12 RCW.

7.8 Surplus Property. TRRWA will apply and exercise the powers respecting surplus property under the laws applicable to code cities pursuant to RCW 35A.11.010.

7.9 Member Governing Laws. If a Member acts for or on behalf of TRRWA with respect to a Regional Asset or proposed Regional Asset, that Member will apply the appropriate laws applicable to that Member's form of government.

7.10 Indemnification. TRRWA will indemnify the Members, their officers and employees for damages caused by the willful misconduct or negligence of TRRWA, its officers, employees and agents. Consistent with RCW 4.96.041, the Board of Directors will establish by resolution a procedure to indemnify TRRWA's past and present officers, employees, and volunteers.

7.11 Ethics. TRRWA, its officers and employees (if any) are subject to the provisions of Chapter 42.23 RCW.

7.12 Public Records. TRRWA will comply with the requirements of Washington public records laws, including Chapter 42.56 RCW.

7.13 Rule Making. Consistent with SECTION 5, the Board of Directors and Operating Board will adopt and amend TRRWA rules and regulations by resolution.

7.14 TRRWA Bonds. When Bonds are issued by a Member on behalf of TRRWA, those Bonds will be issued in accordance with the bond statute or statutes applicable to that Member. When Bonds are issued by TRRWA, those Bonds will be issued in accordance with the bond statute or statutes applicable to one of the Member's form of government, as further specified by resolution of the Board of Directors.

SECTION 8. FINANCES/ENTITY CONTRIBUTIONS.

8.1 Budget Formulation. The Operating Board will adopt TRRWA's budget, which must be formulated in a manner consistent with the relevant budget processes employed by each Member. The budget adopted by the Operating Board is subject to ratification by the Board of Directors. TRRWA will submit each Member's proportionate share of TRRWA's budget to that Member's legislative authority for incorporation into the Member's sewer enterprise fund budget.

8.2 Budget. The budget must include revenues and expenses for maintenance and operations, capital improvements, reserves, and other revenues, expenses, and budget funds established by the Operating Board. The capital improvements portion of the budget must include, without limitation, the following two sections:

8.2.1 Capital Improvements to Maintain and Use Overall Capacity. This portion of the capital budget must include: (a) the necessary reconstruction or replacement of all TRRWA facilities shown on Exhibit A, which shall be amended when additional facilities or capacities are added to the Regional Assets as provided for in this Agreement^[A4]; (b) capacity improvements to TRRWA sewer lines, pumping stations, and other facilities, as shown on Exhibit A, necessary to use the existing primary and secondary treatment capacity of the plant; and (c) upgrades for regulatory compliance within the capacity of TRRWA's Treatment Facilities.

8.2.2 Capital Improvements to Increase Overall Capacity. This portion of the capital budget must include any construction that (a) increases the primary or secondary treatment capacity of TRRWA's Treatment Facilities, (b) increases the capacity of TRRWA's Collection Facilities or Transmission Facilities, or (c) consists of an addition to TRRWA facilities not included on Exhibit A (for example, accepting subsequent ownership of a Member's facility, or new facility construction to serve new areas).

8.3 Required Appropriations. Each Member must fund its portion of the following:

8.3.1 TRRWA's M&O Costs in proportion to that Member's respective Flow to the Regional Assets, as reasonably determined by TRRWA. Adjustments to the amounts paid by Members for their flow-related costs will be based on actual Flows. Adjustments for the prior year will be reflected in the following year's monthly payments to TRRWA in the form of debits or credits, as appropriate or as more specifically provided by TRRWA rule.

8.3.2 TRRWA's repair and replacement costs to existing Regional Assets in proportion to that Member's respective Flow to the Regional Assets.

8.3.3 TRRWA's costs related to upgrades to existing Regional Assets for purposes of capacity expansion or regulatory compliance with new standards by payment from: (a) the SDCs imposed by TRRWA in the portion of the Service Area covered by that Member's sewage utility or (b) other funds equal to that Member's share of the costs proportional to its respective Flow to the Regional Assets, as determined by TRRWA.

8.4 Future Obligations. In the event that capital improvements are funded through Bonds, the governing bodies of each Member will be obligated to execute appropriate legal documents committing the Member to its share of debt service until the Bonds are satisfied.

8.5 System Development Charges. TRRWA may establish SDCs for new connections to Internal Systems that contribute Flow to the Regional Assets. The amount of these charges may be calculated as a function of ERUs to recover the cost of new developments' use of the Regional Assets' capacity. System development charges must be uniform across customer classes (as determined by TRRWA) throughout the Service Area.

8.5.1 Each Member must either (a) collect and remit to TRRWA applicable SDCs or (b) to the extent that Member chooses to not apply the SDCs to new connections, remit to TRRWA an amount equal to that which the Member would have collected by imposing TRRWA's SDCs.

8.5.2 Members must remit to TRRWA on a monthly basis the SDC payments owed under this Subsection 8.5. SDCs for new connections established in stages or phases may be paid as each stage or phase is developed. TRRWA will deposit these SDC remittances into the Reserve Fund established in Subsection 9.6.

8.5.3 If TRRWA is further required by applicable laws or regulations to upgrade the Regional Assets to provide a higher level of wastewater treatment or to modify the methods and/or locations of wastewater discharge, each Member must, if it desires to continue discharging Wastewater into the Regional Assets, pay its proportionate share as established in Subsections 8.1, 8.2, and 8.3.

8.5.4 TRRWA will seek opportunities to reduce or avoid the cost of additional improvements through mutually agreeable modifications in the quantity and quality of Wastewater discharged by the Members.

8.6 Discontinue Discharge. Any Member desiring to discontinue discharging Wastewater into the Regional Assets must give notice of its intent to discontinue not less than

three years prior to the date of discontinuance. Unless another Member or other entity assumes the discontinuing Member's Capital Component obligation under Subsection 9.1, the discontinuing Member will remain obligated to pay the Capital Component of TRRWA rates until all Bonds payable from those rates as of the date of discontinuance (and any subsequent refunding Bonds) are redeemed or defeased.

SECTION 9. PAYMENT FOR MAINTENANCE, OPERATION, AND CAPITAL IMPROVEMENT COSTS FOR THE REGIONAL ASSETS.

9.1 TRRWA Rates. The Operating Board will adopt rates, charges, fees, or other payments charged to the Members for treatment of sewage, septage, external sewage sources, and provision of treatment and related services to the Members in amounts at least sufficient for TRRWA to: (a) maintain and operate the Regional Assets (the "M&O Component"); and (b) pay the principal of, interest on, and coverage covenants with respect to any and all revenue Bonds that constitute a charge upon Regional Asset revenues (the "Capital Component"). These rates, charges, fees, or other payments adopted by the Operating Board are subject to ratification by the Board of Directors.

9.2 Contract Rates and Spot Rates. Rates paid by Contracting Municipal Wastewater Utilities under contract with TRRWA will be determined in accordance with the relevant contract approved by the Operating Board. Rates paid by other dischargers without a contract will be determined by the Operating Board. These rates shall be applicable unless modified by the Board of Directors.^[A5]

9.3 Revenue Obligations. TRRWA may pledge revenue from any rates, charges, fees or other payments established under this Agreement to the repayment of Bonds. Members must timely pay TRRWA those rates, charges, fees or other payments secured by or relied upon by any financing party entitled to the Members' payments to TRRWA and TRRWA's payments to the financing party. TRRWA must impose, and each Member must pay, the Capital Component of the payments required under this SECTION 9 whether or not the Regional Assets are operating and notwithstanding the suspension, interruption, interference, reduction or curtailment in the operation of the Regional Assets for any reason whatsoever, in whole or in part. Payments by any Member to TRRWA, and payments by TRRWA to any entity financing an indebtedness, may not be subject to any reduction, whether by offset or otherwise, and may not be conditioned upon the performance or nonperformance of any Member, except as otherwise approved by all Members or by separate agreement.

9.4 Monthly Payments. Each Member must make monthly payments to TRRWA for the rates, charges, fees or other payments established by TRRWA under Section 9.1 above. The M&O Component of monthly payments must include one twelfth of the Member's proportionate share of the M&O Costs adopted in TRRWA's annual budget for the Regional Assets. Each Member's share of the total annual M&O Costs, and its share of the repair and replacement and other facilities costs comprising the Capital Component, will be determined as set forth in Sections 8.2 and 8.5.

9.5 Remitting Payments. Each Member's monthly payments are due at the earliest date, depending on the Member's accounts payable cycle. In the event that the Member's

payment is received more than 45 days after receipt of a TRRWA bill, TRRWA may impose a late payment surcharge equal to the interest which the payment would have earned for the period in excess of 45 days, based on an interest rate used by the Cowlitz County Assessor for delinquent taxes.

9.6 Reserve Fund. TRRWA must maintain a “Reserve Fund” dedicated to funding capital improvements, upgrades and major replacements. The Reserve Fund is distinct from other TRRWA maintenance and operations funds. SDCs remitted to TRRWA will be deposited into the Reserve Fund. TRRWA may in its discretion deposit into the Reserve Fund amounts from the coverage portion of the Capital Component.

9.6.1 TRRWA may use the Reserve Fund for needed expenditures on an emergency basis and under the terms of this Agreement when the public health, safety, and welfare, legal and regulatory requirements, or unforeseen circumstances require expeditious action.

9.6.2 Money in the Reserve Fund may only be used for system capital improvements, upgrades and replacements to the Regional Assets, or for emergencies. The Reserve Fund may also be used for acquisition of land and existing Treatment Facilities.

9.7 Member’s Rates and Sources of Payment. Members must pay the charges described in Subsections 9.1 through 9.6 out of revenues derived through each Member’s Internal System. As described in Subsection 9.4, each Member’s remittances to TRRWA, except those revenues derived through SDCs, must be treated as operation and maintenance expenditures or as contract resource obligations. Each Member must establish rates and collect fees and charges for sewer service in amounts at least sufficient to pay for (a) the maintenance and operation of the Member’s Internal System, including the Member’s payments to TRRWA, and (b) the principal and interest on any and all revenue obligations that constitute a charge on the revenue of the Member’s Internal System, together with any coverage covenants in the Member’s bond authorizing documents. Each Member must promptly pay all rates, charges, fees, and other payments charged by TRRWA. In the event that a Member contests the amount of any TRRWA rate, charge, fee, or other required payment, that Member will nevertheless promptly pay the amount required by TRRWA and submit the dispute to resolution under SECTION 11. If the dispute resolution process results in a determination that the Member has overpaid the disputed rate, charge, fee, or other payment, TRRWA will reimburse that Member for the overpayment in the manner, at the times, and with the interest determined in the dispute resolution process.

9.8 Books and Accounts. TRRWA will keep full and complete books of accounts showing the costs incurred in connection with the Regional Assets, and the portions applicable to each of the Members. Any of the Members, through an interagency service contract with TRRWA, or outside third parties, may provide administrative support and/or personnel to TRRWA. The costs of these support services and keeping the financial records and accounts of TRRWA will be considered to be a Maintenance and Operation Cost of TRRWA. Audits of the books will be performed as determined by TRRWA or the state, and audit costs will be

considered a direct cost of TRRWA. More frequent audits, if requested by any Member, will be charged to the Member or Members making the request.

9.9 Future Financing. If TRRWA determines there is a need to finance all or a portion of the costs of improvements to or extensions of the Regional Assets and it is not practicable for TRRWA to issue Bonds, a Member or a Contracting Municipal Wastewater Utility may, to the extent of their reasonable ability considering their other obligations and consistent with applicable bond covenants, issue Bonds to finance those improvements or extensions. Consistent with Subsection 8.4, the Members will enter into agreements as may be necessary to enable the successful issuance of those Bonds. If, after reasonable efforts to structure and/or issue Bonds, the Members are unable to do so, all Members collectively, to the extent of their reasonable ability considering other obligations of the Members and their respective borrowing abilities, must issue their own Bonds, and advance the proceeds as needed to TRRWA. TRRWA and all of the Members must indemnify and hold the borrowing party free and harmless of and from any indebtedness to the extent of their respective proportionate shares of payment, as such proportionate shares may be determined by reference to Subsections 8.1 through 8.3.

SECTION 10. REPLACEMENT STANDARDS; INSURANCE.

10.1 Replacement and Rehabilitation Standards. TRRWA will implement replacement, reconstruction, rehabilitation, expansion, or upgrading of the Regional Assets in accordance with applicable federal, state, and local laws and regulations. TRRWA will install and construct additions, betterments and improvements to the Regional Assets in accordance with generally recognized engineering standards at least equal to TRRWA standards and in accordance with all applicable federal, state, and local laws and regulations.

10.2 Insurance. TRRWA must purchase and maintain, through its insurance companies or insurance pools, liability insurance for property damage and bodily injury consistent with good utility practice and comprehensive property insurance sufficient to cover the Regional Assets consistent with good utility practice. Members must purchase and maintain, through their own insurance companies or insurance pools, liability insurance for property damage and bodily injury to TRRWA, TRRWA staff, and the Regional Assets caused by acts or omissions in the operation of the Members' Internal Systems, consistent with good utility practice. In the alternative, TRRWA and each Member may set aside cash in a reserve fund in an amount sufficient to pay for such loss or damage, subject to review and recommendation by TRRWA. TRRWA and any Member may request reasonable written evidence of insurance coverage (*e.g.*, a written certificate of insurance from the applicable carrier) required under this Subsection 10.2 from TRRWA or any Member.

SECTION 11. DISPUTE RESOLUTION.

In the event of a dispute among TRRWA and a Member or Members concerning any matter arising under this Agreement, the dispute will first be considered by an independent review committee. This committee will be composed of one representative from each Member appointed by its legislative authority and one representative appointed by TRRWA. The committee will function as fact finder and attempt to negotiate a voluntary settlement of the

dispute. Failing this voluntary resolution, the matter may be resolved through litigation in a court with jurisdiction in Cowlitz County, Washington, unless the parties mutually agree in writing to resolve the claim through binding arbitration.

SECTION 12. TERM; TERMINATION; DISPOSITION OF ASSETS ON TERMINATION.

12.1 Term. This Agreement is perpetual.

12.2 Termination. This Agreement may not be terminated so long as there remain outstanding any Bonds payable from TRRWA rates. Thereafter, this Agreement may be terminated only in accordance with Subsection 5.5.1.

12.3 Disposition of Assets on Termination. Prior to termination, the Members must develop a plan of dissolution to wind up TRRWA's affairs under the following requirements:

12.3.1 The Member with the greatest number of retail ERUs will have the exclusive option to purchase the Regional Assets, including all land, improvements, and rights in property. The purchase price will be the sum as determined by the Board of Directors, and must be paid by the purchasing Member to the other Members as provided in this Section. The purchasing Member must assume any indemnity agreement or guarantee by TRRWA or any Member with respect to any Bonds issued for the benefit of TRRWA.

12.3.2 If the Members cannot agree on a purchase price, the purchase price will be established as provided in SECTION 11 and will include a sum equal to the then (on the date of purchase contract execution) fair market value of all of the Regional Assets, including all personal property, cash in banks and on deposit, and all accounts receivable, less all indebtedness. Bonds assumed by the purchasing Member will be taken into consideration as a reduction in the value of the Regional Assets. Each Member's interest will be equal to its proportionate share of payment over the then previous 12 calendar months under the provisions of Subsections 8.1, 8.3, and 9.1 of this Agreement. The purchasing member need not pay itself for its interest in the Regional Assets. Payment to other Members must be made within twelve (12) months following the effective date of termination of this Agreement, or such other time as the Members may agree upon. If a Member provided funds to TRRWA through the issuance of Bonds, the purchasing Member must indemnify and hold that Member free and harmless from the Bonds.

12.3.3 If the purchasing Member under Subsection 12.3.1 declines to exercise its option to purchase, the other Members may purchase the Regional Assets on the same terms as set forth above and in priority order of greatest number of retail ERUs. If none of the Members elect to purchase the Regional Assets, then TRRWA must sell the Regional Assets as soon as reasonably possible following the effective date of termination. Any remaining TRRWA Bonds must be paid from the proceeds of the sale, and the remaining proceeds will be divided in the proportions as determined by reference to Subsections 8.1, 8.3, and 9.1 of this Agreement. If the proceeds are insufficient to pay the remaining Bonds, the Members will remain obligated to pay the Bonds after

dissolution in accordance with Subsection 8.4. The Board of Directors must supervise the termination and sale of the Regional Assets and the distribution of proceeds.

SECTION 13. GENERAL PROVISIONS.

13.1 Entire Agreement; Amendment; Modification. This Agreement constitutes the entire and exclusive agreement between the Parties relating to the specific matters covered in this Agreement. All prior or contemporaneous verbal or written agreements, understandings, representations or practices relative to the foregoing are superseded, revoked and rendered ineffective for any purpose, except as provided for in Subsections 4.6 and 4.7. This Agreement may be altered, amended or revoked only in writing and only in accordance with to Subsection 5.5. No verbal agreement or implied covenant may be held to vary the terms of this Agreement, any statute, law or custom to the contrary notwithstanding.

13.2 Governing Laws. This Agreement is governed and construed in accordance with the laws of the State of Washington. Venue in connection with any legal proceeding seeking enforcement of the provisions hereof through injunctive relief or arbitration award pursuant to SECTION 11 of this Agreement is proper only in the Superior Court of the State of Washington for Cowlitz County.

13.3 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement except for the rights of Bond owners as provided in this Agreement. Only Members, TRRWA, and Bond owners (to the extent necessary to enforce their rights as Bond owners) have any rights or any authority to enforce this Agreement's provisions.

13.4 Severability. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, will not affect the validity of the remaining provisions of this Agreement.

13.5 Execution and Filing. The Parties may execute this Agreement in one or more counterparts. Before the Operations Date, TRRWA must file this Agreement with the Washington State Secretary of State (RCW 39.106.030(1)) and pay all related fees. The Members agree to execute or release any other appropriate instruments necessary to satisfy the terms of this Agreement.

Dated _____, 2015. City of Longview

Approved as to Form

City Attorney

David M. Campbell, City Manager

Dated _____, 2015. City of Kelso

Approved as to Form

City Attorney

Steve Taylor, City Manager

Dated _____, 2015. Beacon Hill Water and Sewer District

Approved as to Form

District Counsel

Monte J. Roden, Commission President

Dated _____, 2015. Board of County Commissioners of
Cowlitz County, Washington

Approved as to Form

Deputy Prosecuting Attorney

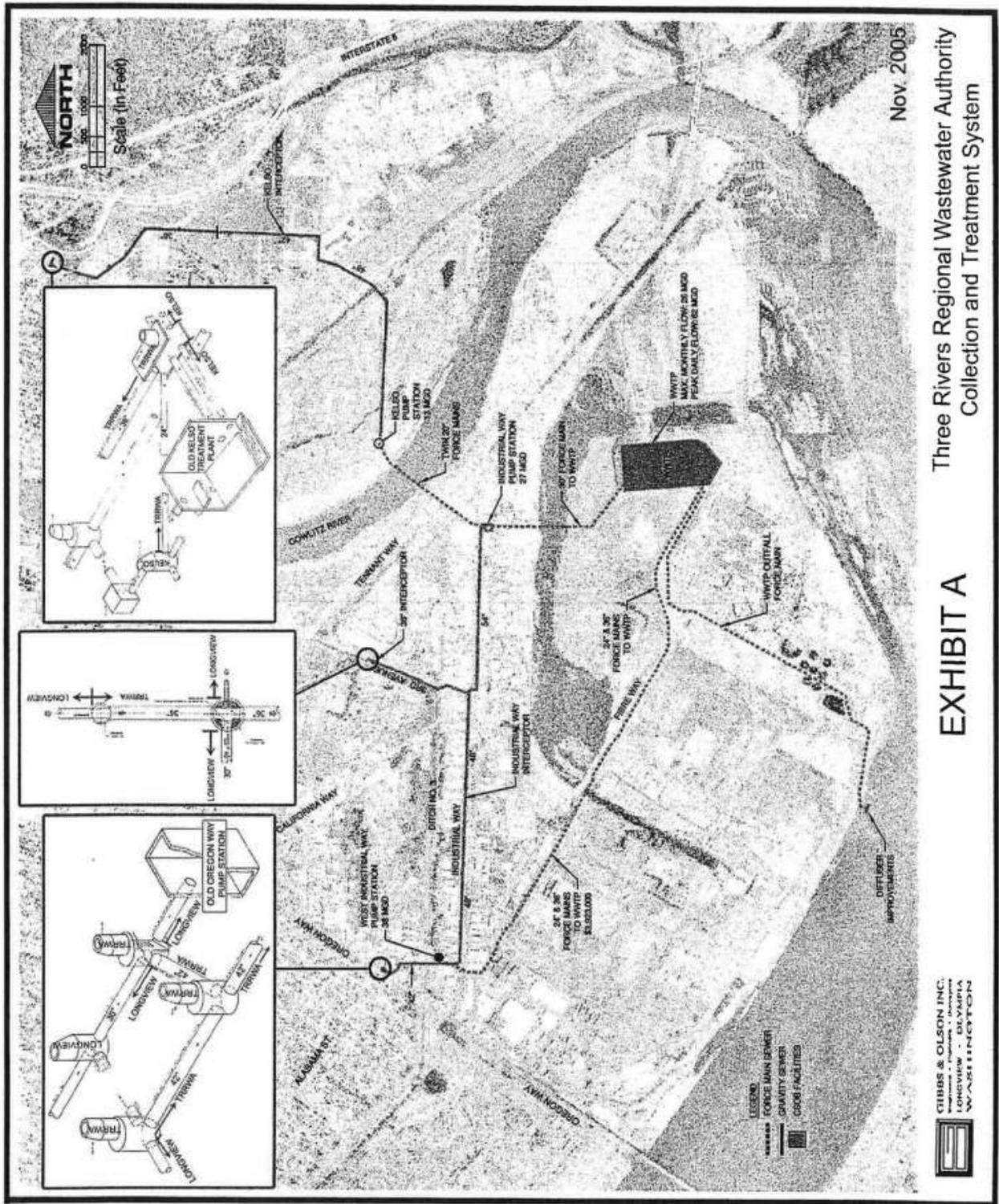
Michael Karnofski, Commissioner

Dennis Weber, Commissioner

ATTEST:

Clerk of the Board

Joe Gardner, Commissioner



[EXHIBIT B]
[“Service Area”]

THREE RIVERS REGIONAL WASTEWATER AUTHORITY

OPERATING BOARD BYLAWS

ARTICLE 1. INTRODUCTION AND DEFINITIONS

Section 1.1. Introduction.

These Bylaws of the Three Rivers Regional Wastewater Authority Operating Board are effective on the Operations Date set forth in the Three Rivers Regional Wastewater Authority Joint Municipal Utility Services Agreement (“Agreement”). The TRRWA Board of Directors operates under separate bylaws.

Section 1.2. Definitions.

All capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

ARTICLE 2. THREE RIVERS REGIONAL WASTEWATER AUTHORITY OPERATING BOARD

Section 2.1. Powers.

In accordance with Section 5.6 of the Agreement, the Operating Board exercises all operational and administrative authority to govern TRRWA’s day-to-day activities. Operating Board actions must be consistent with and effectuate the terms of the Agreement. Together, the Agreement and these Bylaws serve as the instruments for conducting the operation, maintenance, repair, and replacement of the Regional Assets. The Operating Board’s powers include, but are not limited to, the following:

- 1) Acquire, construct, receive, and own (in the name of TRRWA) and manage, lease, sell, and otherwise dispose of real and personal property, and intangible property.
- 2) Plan, develop, operate, replace, and maintain the facilities of TRRWA.
- 3) Enter into contracts for goods, services, work, or other benefits to TRRWA.
- 4) Provide for the borrowing of money as permitted by law and approved by the Board of Directors.
- 5) Receive gifts or grants for the planning, design, development, construction, or operation of the Regional Assets, for any TRRWA programs, or for any other objects or activities necessary to carry out TRRWA’s purposes.
- 6) Lend money or provide services or facilities to any Member, Contracting Municipal Wastewater Utility, or other user of TRRWA services in furtherance of TRRWA’s purposes.

- 7) Invest TRRWA funds.
- 8) Sue and be sued.
- 9) Hire and fire the Plant Superintendent.
- 10) Fix salaries, wages and other compensation of employees.
- 11) Employ or retain engineering, legal, financial or other specialized personnel and consultants as may be necessary to carry out the purposes of TRRWA.
- 12) Impose, alter, regulate, control and collect rates, charges, and assessments. [A1]
- 13) Purchase insurance and/or participate in pooled insurance and self-insurance programs.
- 14) Indemnify Members, officers, employees, volunteers, and other representatives in accordance with applicable law.
- 15) Establish policies, guidelines, or rules to carry out TRRWA's powers and responsibilities.
- 16) To enter into contracts for any services, work or materials pursuant to any Small Works Roster or Consultant Roster maintained by any Member of TRRWA.
- 17) Consistent with Section 5.6 of the Agreement, exercise all other powers within the authority of (and that may be exercised individually by all of) the Members with respect to sewage or wastewater conveyance, treatment, disposal, reclamation, reuse, conservation or other TRRWA purposes or functions as set forth in the Agreement.
- 18) Take any other actions as the Operating Board finds necessary to implement a comprehensive plan and to protect and advance TRRWA's interests, the Regional Assets, the Members, and TRRWA's ratepayers that are consistent with the Agreement, Chapter 39.106 RCW, and other applicable law.

ARTICLE 3. ACTIONS OF THE OPERATING BOARD

Section 3.1. Committees.

The Operating Board may convene or appoint committees and advisory bodies as the Operating Board determines appropriate for Member or public review and comment on TRRWA matters and Operating Board work, or any other purpose of TRRWA that is consistent with Board of Directors policy, the Agreement, and applicable law.

Section 3.2. Chairperson.

The Operating Board will appoint a Chairperson to preside over Operating Board activities. The Chairperson will serve for one calendar year, and at the end of that year, the responsibilities of the Chairperson will rotate. The initial rotation of the Chairperson position has been established as City of Kelso Representative, to Cowlitz County Representative, to City of Longview

Representative, to Beacon Hill Water and Sewer District Representative, back to City of Kelso Representative, etc. The rotation may be adjusted if Additional Members join.

For reference, the Board of Directors chairperson rotates under the same schedule, but with the initial rotation starting at Beacon Hill Water and Sewer District Director.

The Representative scheduled to next serve as the Chairperson will be the Vice Chairperson, who will serve as temporary Chairperson in the event that the Chairperson is unable to serve in that capacity.

The Chairperson may vote on all matters, and may second any motion of another Representative.

Section 3.3. Actions of the Chairperson.

The Chairperson presides over all Operating Board meetings. The Chairperson may sign deeds, mortgages, bonds, contracts, employee status slips or other instruments as directed by the Operating Board. In general, the Chairperson performs all duties incident to the office of Chairperson and such other duties as are assigned to him or her by the Operating Board.

Section 3.4. Actions of the Vice Chairperson.

In the event the Chairperson is unable to act, the Vice Chairperson will perform the Chairperson's duties, with all the powers of, and subject to all the restrictions upon, the Chairperson, and as may be further limited by Operating Board resolution.

In the absence of both the Chairperson and the Vice Chairperson, the Representatives and alternates present may appoint a temporary Chairperson by majority vote.

Section 3.5. Secretary.

The Operating Board will appoint a Secretary, which may also serve as the clerk of the Board of Directors. Operating Board Representatives may not serve as Secretary to the Operating Board. Responsibilities of the Secretary include, but are not limited to:

- 1) Recording and maintaining minutes of meetings of the Operating Board and minutes which may be generated by committees of the Operating Board.
- 2) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- 3) Be signatory to communications and actions of the Operating Board or TRRWA, as required.
- 4) Conduct mailings and provide communications as required for Operating Board or TRRWA business.

Section 3.6. Salaries.

The Operating Board Representatives serve without salary or other compensation from TRRWA.

In addition, Operating Board Representatives will not charge TRRWA for time spent conducting TRRWA business, nor will they charge TRRWA for meals, per diem, or other incidentals while acting on behalf of TRRWA as Operating Board Representatives.

ARTICLE 4. MEETINGS

Section 4.1. Regular Meetings.

The Operating Board will specify by motion or resolution the date, time and place for holding regular meetings of the Operating Board.

Section 4.2. Special Meetings.

The Chairperson or a majority of Operating Board Representatives may call special meetings. The call for a special meeting and any required notices will be made as provided in Section 4.8. Any meeting pertaining to TRRWA business or administration attended by a majority of the Operating Board Representatives requires public notification.

Section 4.3. Place of Meetings.

Meetings will be held at any location agreed upon by the Operating Board and that is accessible to the general public.

Section 4.4. Quorum.

The attendance of a majority of Operating Board Representatives (or their respective, voting authorized alternates) constitutes a Quorum for the transaction of business at any Operating Board meeting. For the purposes of these Bylaws and current Operating Board composition representing four Members, a majority means a majority of the Operating Board Representatives (or their voting authorized alternates). If a quorum is not present at a meeting, any one Representative present may cancel the meeting.

Section 4.5. Manner of Acting.

Unless otherwise specified in the Agreement, the act of a majority of the Operating Board Representatives (or their respective alternates) present at a meeting at which there is a quorum is the act of the Operating Board.

Section 4.6. Voting.

Each Operating Board Representative will have one (1) vote on issues that come before it. Unless otherwise stipulated, alternates serving in the capacity of the appointed Representative are authorized to exercise the vote of the Representative they are representing.

Further, the Chairperson traditionally has and does vote on issues that come before the Operating Board. No tie-breaking procedure exists. In the event of a deadlock, action is postponed until which time a deadlock can be resolved. The Chairperson is entitled to second any motion, and to participate in the debate of any issue considered by the Operating Board.

Alternate Operating Board Representatives are entitled to participate in all activities of the Operating Board in the absence of the Representative for whom he or she is appointed as an alternate, and may participate in Operating Board discussions but may not vote when the Representative is present. Alternate Operating Board Representatives may not hold and are not entitled to carry out the duties of the Chairperson or Vice Chairperson.

Section 4.7. Presumption of Assent.

An Operating Board Representative (or a voting authorized alternate) present at a meeting where the Operating Board takes action on a matter is presumed to have assented to the action taken unless the Representative's (or alternate's) dissent or abstention is entered in the minutes of the meeting or the Representative (or alternate) files a written dissent or abstention to such action with the person acting as the Secretary of the meeting before the adjournment of the meeting. The right to dissent or abstain does not apply to a Representative (or alternate) who voted in favor of the action.

Section 4.8. Open Public Meetings.

Operating Board meetings are subject to the Open Public Meetings Act, Chapter 42.30 RCW. Accordingly, the Operating Board will ensure that its deliberations are conducted openly and that the actions of the Operating Board are taken openly.

Section 4.9. Executive Session.

As permitted by law, the Operating Board may exercise its right to move into executive session when it determines necessary. Those other than the Representatives, and any other individual determined necessary, will be excused from the meeting.

Section 4.10. Procedure.

The Operating Board will conduct its meetings consistent with Roberts' Rules of Order on Parliamentary Procedure, so far as applicable and when not inconsistent with these Bylaws, the Agreement, any direction from the Board of Directors, or any resolution of the Operating Board. The Board may adopt additional rules of procedure to govern the conduct of its meetings.

ARTICLE 5. EMPLOYEES

The Operating Board appoints a Plant Superintendent that is responsible for implementing TRRWA policy and for general administration of TRRWA's functions.

Subject to the Agreement, direction from the Board of Directors, or other provisions of these Bylaws, the Operating Board may establish such other positions of employment as it determines desirable and will fix the salaries for such positions.

The Plant Superintendent exercises the sole authority to appoint persons to fill other positions of employment authorized by the Operating Board and to dismiss or discipline such employees. The appointments will be based on ability and training appropriate for the position. Except for the purpose of inquiry, the Operating Board and its Representatives will deal with policy

implementation or administrative services solely through the Plant Superintendent. The Operating Board and its Representatives may not give directions or orders to employees subordinate to the Plant Superintendent. Nothing in this Article prevents the Board from freely and fully discussing with the Plant Superintendent anything pertaining to appointments, discipline, or removals of subordinate employees.

ARTICLE 6. ADMINISTRATIVE PROVISIONS

Section 6.1. Books and Records of TRRWA.

The Operating Board will secure and obtain financial and bookkeeping services and functions. Records of financial activities are available through the financial services provider, as well as with the Plant Superintendent at the Three Rivers Regional Wastewater Plant.

Section 6.2. Archives of TRRWA.

Records of Operating Board meetings, Operating Board action, and other documentation, drawings, etc. of TRRWA are maintained by the Plant Superintendent at the Three Rivers Regional Wastewater Plant.

Section 6.3. Accounting Year.

The accounting year of TRRWA is the twelve months ending December 31 of each year.

ARTICLE 7. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted only by a majority vote of the Operating Board. All amendments must be attached and incorporated into these Bylaws.

ARTICLE 8. ADOPTION OF BYLAWS

Adopted by the Members upon approval of the Agreement creating the THREE RIVERS REGIONAL WASTEWATER AUTHORITY. These bylaws may be modified by a majority vote of the Operating Board Representatives of the THREE RIVERS REGIONAL WASTEWATER AUTHORITY.

Chairperson

Attest:

Approved as to form:

Secretary

Attorney for TRRWA

THREE RIVERS REGIONAL WASTEWATER AUTHORITY

BOARD OF DIRECTORS BYLAWS

ARTICLE 1. INTRODUCTION AND DEFINITIONS

Section 1.1. Introduction.

These Bylaws of the Three Rivers Regional Wastewater Authority Board of Directors are effective on the Operations Date set forth in the Three Rivers Regional Wastewater Authority Joint Municipal Utility Services Agreement (“Agreement”). The TRRWA Operating Board operates under separate bylaws.

Section 1.2. Definitions.

All capitalized terms used and not otherwise defined herein have the meanings set forth in the Three Rivers Regional Wastewater Authority Joint Municipal Utility Services Agreement, last executed the ____ day of _____, 2015, together with any and all future amendments thereto (“Agreement”).

**ARTICLE 2. THREE RIVERS REGIONAL WASTEWATER
AUTHORITY BOARD OF DIRECTORS**

Section 2.1. Powers.

In accordance with Section 5 of the Agreement, the Board of Directors exercises all policy, oversight and governance powers of TRRWA. Board of Directors actions must be consistent with and effectuate the terms of the Agreement. Together, the Agreement and these Bylaws serve as the instruments for the Board of Directors’ policy making function.

ARTICLE 3. ACTIONS OF THE BOARD OF DIRECTORS

Section 3.1. Committees.

Consistent with Section 5.7 of the Agreement, the Board of Directors may create committees and advisory boards when it determines the Operating Board has not provided adequate community representation on a particular the matter.

Section 3.2. Chairperson.

The Board of Directors will appoint a Chairperson to preside over Board of Directors activities. The Chairperson performs all duties incident to the office of Chairperson and such other duties as are assigned to him or her by the Board of Directors. The Chairperson will serve for one calendar year, and at the end of that year, the responsibilities of the Chairperson will rotate. The initial rotation of the Chairperson position has been established as Beacon Hill Water and Sewer District Director, to City of Kelso Director, to Cowlitz County Director, to City of Longview

Director, back to Beacon Hill Water and Sewer District Director, etc. The rotation may be adjusted if Additional Members join.

For reference, the Operating Board chairperson rotates under the same schedule, but with the initial rotation starting at City of Kelso Representative.

The Director scheduled to next serve as the Chairperson will be the Vice Chairperson, who will serve as temporary Chairperson in the event that the Chairperson is unable to serve in that capacity.

The Chairperson may vote on all matters, and may second any motion of another Director.

Section 3.3. Actions of the Vice Chairperson.

In the event the Chairperson is unable to act, the Vice Chairperson will perform the Chairperson's duties, with all the powers of, and subject to all the restrictions upon, the Chairperson, and as may be further limited by Board of Directors resolution.

In the absence of both the Chairperson and the Vice Chairperson, the Directors and alternates present may appoint a temporary Chairperson by majority vote.

Section 3.4. Clerk and Secretary.

Consistent with Section 5.6 of the Agreement, the Operating Board will designate a clerk of the Board of Directors to keep its records, minutes, and other files and provide all necessary notices and communications on behalf of the Board of Directors.

The Board of Directors will appoint a Secretary, which may be the clerk of the Board of Directors. If the Secretary is appointed from among the Board of Directors, the Secretary will be the Director in rotation to become the Chairperson after the Vice Chairperson for compatibility with the rotation of the Chairperson. In coordination with the clerk of the Board of Directors, the Secretary will execute corporate documents, as necessary.

Section 3.5. Treasurer.

The Board of Directors will appoint the Treasurer of TRRWA. In accordance with RCW 30.106.050, the Treasurer may be an officer or employee of TRRWA, the treasurer or chief finance officer of any Washington local government member, or the treasurer of any Washington county in which any member of the authority is located. However, the Treasurer may not be a Director of TRRWA.

Section 3.6. Salaries.

The Directors of the Board serve without salary or other compensation from TRRWA.

In addition, Directors of the Board will not charge TRRWA for time spent conducting TRRWA business, nor will they charge TRRWA for meals, per diem, or other incidentals while acting on behalf of TRRWA as Directors.

ARTICLE 4. MEETINGS

Section 4.1. Regular Meetings.

The Board of Directors will specify by motion or resolution the date, time and place for holding regular meetings of the Board of Directors.

Section 4.2. Special Meetings.

The Chairperson or a majority of the Board of Directors may call special meetings. The call for a special meeting and any required notices will be made as provided in Section 4.7. Any meeting pertaining to TRRWA business attended by a majority of Directors requires public notification.

Section 4.3. Place of Meetings.

Meetings will be held at any location agreed upon by the Board of Directors and that is accessible to the general public.

Section 4.4. Quorum.

The attendance of a majority of the Board of Directors (or their respective, voting authorized alternates) constitutes a Quorum for the transaction of business at any Board of Directors meeting. For the purposes of these Bylaws and current Board of Directors composition representing four Members, a majority means a majority of the Board of Directors (or their voting authorized alternates). If a quorum is not present at a meeting, any one Director present may cancel the meeting.

Section 4.5. Manner of Acting.

Unless otherwise specified in the Agreement, the act of a majority of the Board of Directors (or their respective alternates) present at a meeting at which there is a quorum is the act of the Board of Directors.

Section 4.6. Voting.

Each Board Director will have one (1) vote on issues that come before it. Unless otherwise stipulated, alternates serving in the capacity of the appointed Director are authorized to exercise the vote of the Director they are representing.

Board of Directors alternates are entitled to participate in all activities of the Board of Directors in the absence of the Director for whom he or she is appointed as an alternate. Board of Directors alternates may not hold and are not entitled to carry out the duties of the Chairperson or Vice Chairperson.

Section 4.7. Open Public Meetings.

Board of Directors meetings are subject to the Open Public Meetings Act, Chapter 42.30 RCW. Accordingly, the Board of Directors will ensure that its deliberations are conducted openly and that the actions of the Board of Directors are taken openly.

Section 4.8. Executive Session.

As permitted by law, the Board of Directors may exercise its right to move into executive session when it determines necessary. Those other than the Directors, and any other individual determined necessary, will be excused from the meeting.

Section 4.9. Procedure.

The Board of Directors will conduct its meetings consistent with Roberts’ Rules of Order on Parliamentary Procedure, so far as applicable and when not inconsistent with these Bylaws or the Agreement. The Board of Directors may adopt additional rules of procedure to govern the conduct of its meetings.

ARTICLE 5. ADMINISTRATIVE PROVISIONS

Section 5.1. Books, Records, Archives, and Accounting Year of TRRWA.

The Operating Board is responsible for the books, records, and archives of TRRWA. [A1]

ARTICLE 6. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted only by a majority vote of the Board of Directors. All amendments must be attached and incorporated into these Bylaws.

ARTICLE 7. ADOPTION OF BYLAWS

Adopted by the Members upon approval of the Agreement creating the THREE RIVERS REGIONAL WASTEWATER AUTHORITY. These bylaws may be modified by a majority vote of the Board of Directors of the THREE RIVERS REGIONAL WASTEWATER AUTHORITY.

Chairperson

Attest:

Approved as to form:

Secretary

Attorney for TRRWA

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Discussion - Shopping Cart Regulations

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: October 20, 2015

PRESENTED BY:

Steve Taylor

Originator: Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

Proposed Ordinance

Exhibit A – Yakima Municipal Code Chapter 6.27 – Shopping Cart Regulations

Exhibit B – Auburn Municipal Code Chapter 8.18 – Abandoned Shopping Carts

Exhibit C – RCW 9A.56.270 – Shopping Cart Theft

SUMMARY STATEMENT:

As part of the recent updates to the nuisance abatement/code enforcement program staff has researched potential solutions to the issue of shopping carts that have been abandoned throughout the City. The proposed approach will require retail establishments to affix a sign to each cart identifying the name of the establishment or owner of the cart as well as post notification on their property that is it unlawful to remove carts from the premises.

The proposed ordinance adopts RCW 9A.56.270 which makes it a Class 3 civil infraction to remove carts from establishments meeting the criteria noted above in addition to creating a process for the retrieval, impoundment, and disposition of shopping carts and establishing a fee aimed at cost recovery. It also has an effective date of January 1, 2016 in order to give staff time to send local retail establishments notice of the new requirements and offer them an opportunity to provide comments and feedback.

Staff has been working with the neighboring City of Longview to address the roving nature of shopping carts.

At this time staff is looking for Council to provide feedback on the proposed approach. If Council is in favor of this approach staff will bring the ordinance forward for a first reading at the next meeting on November 3.

The following article regarding shopping carts was published in The Daily News on February 21, 2005.

Chief Wayne Nelson thinks he has found a cure for the shopping cart blight that ails Kelso. The Kelso Police chief recently met with representatives from Target, Safeway, Sinnett's Marketplace and Dollar Tree and compiled a list of phone numbers that city employees may call to report stray shopping cart sightings. The store managers have agreed to collect the carts within a day or so of receiving calls, Nelson said.

Last week, Nelson handed out the list of contact numbers to police officers, city employees who drive city vehicles and eagle-eyed city councilmen. Nelson said the store managers seemed willing to cooperate. "No one intended for their carts to be stolen and not returned," he said.

He originally hoped to set up one lost shopping cart hotline, but that didn't pan out because each store has its own corporate policy for how aggressively it deals with wandering carts, he said.

If the informal cart-corralling measure flops, the city may once again consider adopting an ordinance to address the issue, he said.

RECOMMENDED ACTION:

Discuss proposed ordinance and provide feedback to staff.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO RELATING TO SHOPPING CART THEFT AND REGULATION AMENDING 9.04.010 AND ADDING A NEW CHAPTER 9.64 SHOPPING CART CONTROL TO THE KELSO MUNICIPAL CODE

WHEREAS, shopping carts lost, stolen or abandoned on public and private property can obstruct access to sidewalks and streets, interfere with pedestrian and vehicular traffic, and impede emergency services creating a potential public safety hazard and harming public health and safety; and

WHEREAS, left unattended, lost, stolen, or abandoned shopping carts cause deteriorated community appearance and can create conditions of blight in the community; and

WHEREAS, the City has determined that abandoned shopping carts is becoming a more common problem within the City constituting a public nuisance; and

WHEREAS, the City wishes to deter the removal of shopping carts from businesses, and to provide for the retrieval of lost, stolen, or abandoned shopping carts, and to prevent the accumulation of removed carts on public and private properties within the City;

NOW, THEREFORE,

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

SECTION 1. Kelso Municipal Code Chapter 9.04 Amended. That Kelso Municipal Code Section 9.04.010 is hereby amended to add the following state statute to the list of statutes adopted by reference:

RCW 9A.56.270 Shopping Cart Theft.

SECTION 2. Kelso Municipal Code Title 9 Amended. That Kelso Municipal Code

Title 9 is hereby amended to add a new Chapter 9.64 as follows:

Chapter 9.64 – Shopping Cart Control.

9.64.010 Purpose.

The purpose of this Chapter is to prevent the unlawful removal of shopping carts from the premises of businesses and to provide for the prompt retrieval of lost, stolen, or abandoned shopping carts to promote public health, safety, and welfare.

9.64.020. Removal of shopping cart violation and penalties.

A. It is a Class 3 civil infraction as defined in RCW 7.80.120 for a person without written permission of the owner or person entitled to possession to abandon or to be in possession of a shopping cart that is the property of another more than 100 feet away from the parking area of the retail establishment or shopping cart containment area of the owner of the shopping cart.

B. This section shall apply only if a shopping cart: (1) has a sign permanently affixed to it that identifies the owner of the cart or the retailer, or both; (2) notifies the public of the procedure to be used for authorized removal of the cart from the premises; (3) notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized abandonment of the cart, is unlawful; and (4) lists a telephone number or address for returning carts.

9.64.030 Shopping cart identification signs and notice required.

A. Every shopping cart made available for use by customers shall have a sign permanently affixed to it that includes the identification of the retail establishment or owner of the shopping cart in accordance with RCW 9A.56.270 as adopted by KMC 9.04.010

B. Every retail establishment providing shopping carts shall post in a conspicuous location on the retail establishment property a notification to the public that unauthorized removal of shopping carts from the premises of the business and the unauthorized possession of a shopping cart is unlawful. The posted notification shall also contain the procedure to be utilized for authorized removal of the cart from the business premises.

C. Every retail establishment providing shopping carts shall keep on file with the City Police Department a current telephone number and physical address at which the retail establishment may be contacted for the purpose of reporting the location of abandoned, lost, or stolen shopping carts.

9.64.040 Retrieval and impoundment procedures.

A. Impoundment with Notice. The City may impound a shopping cart which has affixed to it identification information as required by KMC 9.64.020(B), if the following conditions have been satisfied:

1. Location Outside of Premises. The shopping cart is located outside the premises or parking area of a retail establishment and is left unattended or discarded on public property owned by or under the control of the city, or on any right-of-way within the city, or on private property where the owner has consented to removal; and
2. Notice of the cart's discovery and location is given to the shopping cart's owner, retailer, or agent unless such notice has been voluntarily waived by the shopping cart's owner, retailer, or agent; and
3. Failure to Retrieve Cart. The shopping cart is not retrieved within forty eight (48) hours from the date notice is given. The forty-eight hours shall be calculated using only days Monday through Friday and will not include weekend days Saturday and Sunday.

B. Impoundment without Notice. A shopping cart may be impounded without notice if one of the following conditions is satisfied:

1. Hazardous Location. If a shopping cart will impede emergency services, or the normal flow of vehicular or pedestrian traffic, city enforcement personnel are authorized to immediately retrieve the shopping cart from public or private property and impound it. If the cart has identification information affixed, the owner will be notified and given forty-eight hours to retrieve the cart before a collection fee is assessed using the time calculation listed in subsection (A)(3) of this section; or
2. Lack of Identification. If a shopping cart is unattended or discarded and located outside the premises or parking area of a retail establishment and does not have the

required identification information affixed thereto as required by KMC 9.64.020(B), the city may immediately retrieve the shopping cart from public property owned by or under control of the city, any right-of-way within the city, or private property with the consent of the owner; or

3. Evidence of a Crime. Any lost or stolen shopping cart may be impounded as evidence in a criminal investigation.

9.64.050 Fees and disposition of carts.

A. Impounded Carts. When a shopping cart is impounded in accordance with this chapter, the city may charge a cart collection fee to the owner of a shopping cart. The fine shall be in the amount of twenty-five dollars per cart and each cart collected shall constitute a separate violation. Any owner having installed a locking device on its carts which has been disabled by one other than the owner or his agent shall be exempt from the fine.

B. Disposition of Carts. The city may sell or otherwise dispose of any cart not reclaimed within seven days from the date of notification to the owner or the owner's agent of the cart's discovery and location.

SECTION 3. Severability. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2016 upon its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2015.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Chapter 6.27**SHOPPING CART REGULATIONS**

Sections:

- 6.27.010 Purpose.
- 6.27.020 Declaration of nuisance.
- 6.27.030 Exemptions.
- 6.27.040 Definitions.
- 6.27.050 Shopping cart identification signs and notice required.
- 6.27.060 Retrieval and impoundment procedures.
- 6.27.070 Fees and disposition of carts.
- 6.27.080 Severability.

6.27.010 Purpose.

It is the primary purpose of this chapter to provide for the prompt retrieval of lost, stolen or abandoned shopping carts to promote public safety and improve the image and appearance of the city. It is a further purpose of this chapter to prevent the accumulation of illegally removed carts on public or private properties. (Ord. 2009-31 § 1 (part), 2009).

6.27.020 Declaration of nuisance.

Retail establishments provide shopping carts for the convenience of customers shopping on the premises of the businesses. Shopping carts that have been removed from the premises of the business and left abandoned on public or private property throughout the city constitute a public nuisance and a potential hazard to the health and safety of the public. Shopping carts abandoned on public and private property can create conditions of blight in the community, obstruct free access to sidewalks, streets and other rights-of-way, interfere with pedestrian and vehicular traffic on pathways, driveways, public and private streets, and impede emergency services. It is for these reasons that such lost, stolen, or abandoned shopping carts are hereby declared to be a public nuisance which shall be subject to abatement in the manner set forth in this chapter, or in any other manner provided by law. (Ord. 2009-31 § 1 (part), 2009).

6.27.030 Exemptions.

This chapter shall not apply to shopping carts that are removed for repair or maintenance authorized by the owner or owner's agent. (Ord. 2009-31 § 1 (part), 2009).

6.27.040 Definitions.

Except as otherwise expressly set forth herein, the following words and terms as used in this chapter shall have the following meanings:

“Abandoned shopping cart” means any shopping cart left unattended or discarded upon any public property owned by or under the control of the city, or left on any right-of-way within the city, or private property other than the premises of the retail establishment from which the shopping cart was removed.

“Authorized agent” means the owner, or an employee or authorized agent of the owner, entitled to possession of the shopping cart.

“Authorized customer” means a customer of the retail establishment, having the written permission of the owner or owner's agent to remove the shopping cart from the business premises.

“Enforcement personnel” means any police officer, code enforcement inspector, or designated staff employed by the city of Yakima.

“Lost or stolen shopping cart” means a shopping cart that is both:

- A. Marked with the identifying information required by YMC 6.27.050; and

Exhibit A

B. Removed from the premises of a retail establishment by any person other than an authorized agent, an authorized customer, enforcement personnel, or a person with proof of ownership of the shopping cart.

“Owner” means any person or entity, in connection with the functions of a business, who owns, leases, possesses, or makes a shopping cart available to customers or the public.

“Parking area” means a parking lot or other property provided by a retail establishment for the use of customers of said retail establishment for the parking of customer vehicles. The parking area of a retail establishment located in a multistore complex or a shopping center shall include the entire parking area used by the multistore complex or shopping center.

“Premises” means any building, property, or other area upon which any retail establishment business is conducted or operated in the city of Yakima, including the parking area provided for customers in such retail establishment.

“Retail establishment” means any business located in the city of Yakima which offers or provides shopping carts for the use of the customers of such business regardless of whether such business is advertised or operated as a retail or wholesale business, and regardless of whether such business is open to the general public, is a private club or business, or is a membership store.

“Shopping cart” or “cart” means a motorized or non-motorized basket which is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind. (Ord. 2009-31 § 1 (part), 2009).

6.27.050 Shopping cart identification signs and notice required.

A. Every shopping cart made available for use by customers shall have a sign permanently affixed to it that includes the identification of the retail establishment or owner of the shopping cart in accordance with RCW 9A.56.270 as adopted by YMC 6.68.020.

B. Every retail establishment shall post in a conspicuous location on the retail establishment property a notification to the public that unauthorized removal of shopping carts from the premises of the business and the unauthorized possession of a shopping cart is unlawful. The posted notification shall also contain the procedure to be utilized for authorized removal of the cart from the business premises.

C. Every retail establishment shall keep on file with the city of Yakima department of refuse a current telephone number and physical address at which the retail establishment may be contacted for the purpose of reporting the location of abandoned, lost, or stolen shopping carts. (Ord. 2009-31 § 1 (part), 2009).

6.27.060 Retrieval and impoundment procedures.

A. Impoundment with Notice. Enforcement personnel may impound an abandoned shopping cart which has affixed to it identification information as required by YMC 6.27.050, if the following conditions have been satisfied:

1. Location Outside of Premises. The shopping cart is located outside the premises or parking area of a retail establishment and is located on public property owned by or under the control of the city, or left on any right-of-way within the city, or on private property where the owner has consented to removal; and
2. Notice of the cart’s discovery and location is given to the shopping cart’s owner, retailer, or agent unless such notice has been voluntarily waived by the shopping cart’s owner, retailer, or agent; and
3. Failure to Retrieve Cart. The shopping cart is not retrieved within ninety-six hours from the date notice is given. The ninety-six hours shall be calculated using only days Monday through Friday and will not include weekend days Saturday and Sunday.

B. Impoundment without Notice. A shopping cart may be impounded without notice if one of the following conditions is satisfied:

1. Hazardous Location. If a shopping cart will impede emergency services, or the normal flow of vehicular or pedestrian traffic, city enforcement personnel are authorized to immediately retrieve the shopping cart from

Chapter 6.27 SHOPPING CART REGULATIONS

public or private property and impound it. If the cart has identification information affixed, the owner will be notified and given ninety-six hours to retrieve the cart before a collection fee is assessed using the time calculation listed in subsection (A)(3) of this section; or

2. Lack of Identification. If a shopping cart is abandoned and located outside the premises or parking area of a retail establishment and does not have the required identification information affixed thereto as required by YMC 6.27.050, city enforcement personnel are authorized to immediately retrieve the shopping cart from public property owned by or under control of the city, any right-of-way within the city, or private property with the consent of the owner; or

3. Evidence of a Crime. Any lost or stolen shopping cart as defined by YMC 6.27.040 may be impounded as evidence in a criminal investigation under YMC 6.68.020 or any other criminal investigation. (Ord. 2009-31 § 1 (part), 2009).

6.27.070 Fees and disposition of carts.

A. Impounded Carts. When a shopping cart is impounded in accordance with this chapter, the city may charge a cart collection fee to the owner of a shopping cart. The fine shall be in the amount of twenty-five dollars per cart and each cart collected shall constitute a separate violation. Any owner having installed a locking device on its carts which has been disabled by one other than the owner or his agent shall be exempt from the fine.

B. Disposition of Carts. The city may sell or otherwise dispose of any cart not reclaimed within seven days from the date of notification to the owner or the owner's agent of the cart's discovery and location. (Ord. 2009-31 § 1 (part), 2009).

6.27.080 Severability.

If any section, subsection, paragraph, sentence, clause or phrase of the ordinance codified in this chapter is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of the ordinance codified in this chapter. (Ord. 2009-31 § 1 (part), 2009).

Chapter 8.18

ABANDONED SHOPPING CARTS

Sections:

- 8.18.010 Definitions.
- 8.18.020 Findings – Purpose.
- 8.18.030 Regulations.
- 8.18.040 Nuisance – Enforcement.

8.18.010 Definitions.

The definitions set forth in this section shall govern the application and interpretation of this chapter:

- A. “Abandoned shopping cart” means any cart that has been removed, without written consent of the owner, from the owner’s business premises and is located on either public or private property.
- B. “Shopping cart” means a basket which is mounted on wheels or a similar device generally used in a retail or commercial establishment by a customer for the purpose of transporting goods of any kind.
- C. “Director” means the community development and public works director for the city of Auburn, or such other director or officer designated by the mayor to administer this chapter.
- D. “Owner” means any person or entity, who/which in connection with the conduct of a business, owns, leases, possesses, or makes a shopping cart available to customers or the public. For purposes of this chapter, “owner” shall also include the owner’s designated agent.
- E. “Premises” means the entire area owned, occupied, and/or utilized by an owner which provides shopping carts for use by customers or other persons, including any parking lot or other property provided by or on behalf of the owner for customer parking or use. (Ord. 6530 § 1, 2014; Ord. 6287 § 2, 2010; Ord. 5906 § 1, 2005.)

8.18.020 Findings – Purpose.

- A. Public Nuisance. Abandoned shopping carts constitute a public nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic in the city. The accumulation of wrecked and dismantled abandoned shopping carts on public property tends to create conditions that reduce property values, and promotes blight and deterioration.
- B. Intention. The intent of this chapter is to ensure that measures are taken to facilitate the retrieval of abandoned shopping carts in a manner consistent with state law.
- C. Applicability. This chapter shall apply to all owners of any business establishments or other commercial services within the city of Auburn that provide shopping carts for customer use or the public. (Ord. 6530 § 1, 2014; Ord. 5906 § 1, 2005.)

8.18.030 Regulations.

- A. Abandonment Prohibited. It shall be unlawful for any person to cause or permit any shopping cart to be abandoned upon any sidewalk, street or other public area, other than the premises of the owner of such shopping cart.
- B. Cart Identification Required.
 - 1. Every shopping cart owned or provided by any owner must have a sign permanently affixed to the shopping cart that contains all of the following information:
 - a. Identity of owner, business establishment, or both.

b. Notification to the public that the removal of the shopping cart from the premises is a violation of state law, and notification to the public of the procedure to be utilized for authorized removal of the cart from the premises.

c. The address or phone number of the owner of the business establishment for shopping cart return.

2. Any shopping cart found abandoned on public property that does not have the identification and information required by subsection B of this section, or does not have other ownership information or identification that is sufficient, in the city's determination, to allow the city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, may be removed from such public property and disposed of by the city in accordance with state law for disposition of abandoned property. The determination of whether there is sufficient information of ownership, where the identification requirements of subsection B of this section are not met, shall be in the sole discretion of the director. (Ord. 6530 § 1, 2014; Ord. 6046 § 1, 2006; Ord. 5906 § 1, 2005.)

8.18.040 Nuisance – Enforcement.

Abandoned shopping carts are declared to be a public nuisance. The city's enforcement rights for abandoned shopping carts are nonexclusive, and include the enforcement methods provided in this chapter and in this title of the city code, as well as any other methods for abatement of nuisances, and any other enforcement methods available under the law or in equity, including the following:

A. Civil Enforcement. Any owner who violates any provision of this chapter shall be subject to enforcement procedures for each violation in accordance with Chapter 1.25 ACC.

B. Impoundment, Retrieval and Notification.

1. As an alternative to civil enforcement or other methods of enforcement, the director may impound any abandoned shopping carts left on any public property owned by or under the control of the city, or left on any public right-of-way within the city. The director may hold impounded shopping carts at the city's maintenance and operations yard until retrieved by the owner or disposed of by the city as herein provided.

2. Whenever the director has impounded any abandoned shopping carts bearing the identification of ownership as required by ACC 8.18.030(B), or such other ownership information or identification that is sufficient, in the city's determination, to allow the city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, the director or designee shall mail an invoice/notice of impoundment by certified mail, return receipt requested, to the owner at the address shown on the shopping cart's identification label, or such address as is determined by the director to be appropriate to give reasonable notice to the owner where the identification requirements of ACC 8.18.030(B) are not met. Such invoice/notice shall advise that the impounded shopping carts may be redeemed at the city's maintenance and operations yard during the normal work day (between 8:00 a.m. and 3:00 p.m., Monday through Friday, except holidays) upon payment of the administrative impoundment fee of \$30.00 per shopping cart. The invoice/notice shall also advise the owner that if the impounded abandoned shopping carts are not retrieved within 14 days of the date of the invoice/notice, the abandoned shopping carts shall be subject to disposal by the city, and in addition to the \$30.00 administrative impoundment fee the owner shall also be obligated to pay an additional \$70.00 disposal fee, per shopping cart.

3. If the impounded abandoned shopping carts are not retrieved within 14 days of the date of the invoice/notice, the director shall be authorized to dispose of the abandoned shopping carts through whatever means or manner the director deems reasonable and appropriate. In the event of such disposal, the director is authorized to take appropriate steps to collect the \$30.00 administrative impoundment fee, as well as the additional \$70.00 disposal fee, per shopping cart. The shopping cart disposal fee shall be in addition to the administrative impoundment fee, and the administrative impoundment fee shall be due and owing regardless of whether or not the shopping carts are retrieved.

4. If an abandoned shopping cart is impounded that does not have the ownership identification information permanently affixed to it as required by ACC 8.18.030(B), or does not have other ownership information or

Exhibit B

Auburn Municipal Code

Page 3/3

Chapter 8.18 ABANDONED SHOPPING CARTS

identification that is sufficient, in the city's determination, to allow the city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, the director shall be authorized to dispose of it immediately, without any notice requirements. (Ord. 6530 § 1, 2014; Ord. 6046 § 2, 2006; Ord. 5906 § 1, 2005.)

Exhibit C

RCW 9A.56.270

Shopping cart theft.

(1) It is unlawful to do any of the following acts, if a shopping cart has a permanently affixed sign as provided in subsection (2) of this section:

(a) To remove a shopping cart from the parking area of a retail establishment with the intent to deprive the owner of the shopping cart the use of the cart; or

(b) To be in possession of any shopping cart that has been removed from the parking area of a retail establishment with the intent to deprive the owner of the shopping cart the use of the cart.

(2) This section shall apply only when a shopping cart: (a) Has a sign permanently affixed to it that identifies the owner of the cart or the retailer, or both; (b) notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; (c) notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is unlawful; and (d) lists a telephone number or address for returning carts removed from the premises or parking area to the owner or retailer.

(3) Any person who violates any provision of this section is guilty of a misdemeanor.

[1985 c 382 § 2.]

Notes:

Severability -- 1985 c 382: See note following RCW [9A.56.010](#).

City of Kelso

Proposed Shopping Cart Nuisance Regulations

October 20, 2015



Stolen & Abandoned Shopping Carts

- Prevalent in downtown and West Kelso
- Neighborhood Eyesores/Blight
- Contain trash and hazardous materials (needles, etc.)



A few current examples...



Limitations



- Few retailers have locking mechanisms on carts
- Retailers are notified by nuisance abatement staff of the location of abandoned carts
- Most often, the carts are not retrieved
- City bears expense of removing carts or returning to owners
- Inability to take legal action against individuals illegally possessing carts



Legal Remedies

- RCW 9A.56.270 allows law enforcement to cite or arrest individuals in unlawful possession of shopping carts – ***only if City adopts ordinance***
- Citations or arrests can only occur if retailers have affixed signage to their carts and provided notice prohibiting unauthorized removal
- City code currently does not incorporate these provisions



Examples...

- Longview
 - Makes contact with owner after identifying cart (gives three days)
 - Calls Waste Control to pick up carts if not already removed
 - Waste Control charges for time and dump fee (if applicable)
 - Waste Control may deliver carts back to retailer or disposes of carts



Examples...

- Yakima
 - Adopts RCW and requires retailers to identify and retrieve carts
 - Notifies owner of abandoned cart if signage is affixed; provides 96 hours for removal (not including weekends)
 - Impounds carts and charges \$25.00 fine for pickup (carts with locking devices are exempt from fine)
 - Disposes of carts if not reclaimed within 7 days of initial notice



Examples...

- Auburn
 - Adopts RCW and requires retailers to identify and retrieve carts
 - Impounds carts and sends notice to owners
 - Owners pay impoundment fee of \$30.00/cart, and are assessed an additional \$70.00/cart disposal fee if not retrieved from impoundment area within 14 days.
 - If carts are not identified, impounded carts will be disposed of without notice, but fee will be assessed.



Proposed KMC Changes

- Amend KMC 9.04.010 (identifies the City's list of offenses) to adopt RCW 9A.56.270 Shopping Cart Theft
- Create new KMC Chapter 9.64 Shopping Cart Control
- Ordinance is based on Yakima's shopping cart abatement program.



Program Proposal

- Makes it a Class 3 civil infraction to be in possession of carts illegally more than 100 feet away from a store's parking area.
- Require retailers to affix signage to carts and post notice on premises.
- Identify carts and provide 48 hours notice to owners for retrieval (not counting weekends).
- Impound carts and charge \$25.00 fine for collecting the cart; Carts with locking devices are exempt.
- Dispose of carts after seven days from initial notification



Ramp-up

- Begin program on January 1st, 2016
- Gathering retail store management contacts to request input prior to final adoption
- Program Goals
 - Reduce instances of cart theft through citations
 - Obtain retailer cooperation in cart retrieval
 - Encourage installation of locking devices
- Many West Kelso carts come from Longview retailers
 - Longview retailers will be notified when carts are identified
 - \$25.00 fine will be collected prior to impoundment release

Questions?



AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTER 10.06 RELATING TO THE ABATMENT AND REMOVAL OF JUNK VEHICLES

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: October 20, 2015

Originator: Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:

Steve Taylor

Agenda Item Attachments:

Ordinance

Exhibit A – Proposed Chapter 10.06 Junk Vehicles and Automobile Hulks

Current Chapter 10.06

SUMMARY STATEMENT:

As part of the update to the City's code enforcement/nuisance abatement program staff reviewed the process for handling junk vehicles and found portions of the code in need of updating. This KMC chapter was last updated in 1992 and the state law governing junk vehicles has changed since that time. The proposed amendments updates the definitions, removal process, authority section, and brings the language into full compliance with state law. It also creates consistency with the newly adopted KMC Chapter 1.50 Code Enforcement.

RECOMMENDED ACTION:

Move to approve on second reading an ordinance amending Chapter 10.06 Junk Vehicles and Automobile Hulks of the Kelso Municipal Code.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTER 10.06 RELATING TO THE ABATEMENT AND REMOVAL OF JUNK VEHICLES

WHEREAS, State law authorizing the impoundment and abatement of junk vehicles from public and private property has been amended since the City last amended its junk vehicle code in 1992; and

WHEREAS, the City Council has considered and adopted changes to the Kelso Municipal Code to create a new Chapter 1.50 Code Enforcement to establish updated and consistent enforcement procedures for code violations and establish a hearing examiner appeal procedure; and

Whereas, the City Council wishes to update its junk vehicle enforcement regulations at KMC 10.06 to reflect this new State law and City codes;

NOW, THEREFORE,

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

SECTION 1. Kelso Municipal Code Chapter 10.06 Amended. That Kelso Municipal Code Chapter 10.06 Junk Vehicles and Automobile Hulks is hereby amended as set forth in Exhibit “A” attached hereto and incorporated fully by this reference.

SECTION 2. Severability. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application

thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect on December 1, 2015 upon its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2015.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED:_____

**Chapter 10.06
JUNK VEHICLES AND
AUTOMOBILE HULKS**

Sections:

10.06.010 Purpose and intent.

10.06.020 Definitions.

10.06.030 Nuisance.

10.06.040 Enforcement authority.

10.06.050 Summary removal procedures.

10.06.060 Exceptions.

10.06.070 General duty.

10.06.080 Certain provisions superseded.

10.06.010 Purpose and intent.

The purpose and intent of this chapter is to provide for and implement the greatest powers possible for facilitating the abatement and removal of abandoned and junk vehicles and parts thereof, from public and private property as authorized in RCW 46.55.230 and 240 as adopted or hereafter amended.

10.06.020 Definitions.

The following words and terms used in this chapter shall have the following meanings except where otherwise defined in this chapter, and unless where used the context thereof clearly indicates to the contrary:

“Junk vehicle” means any vehicle certified under RCW 46.55.230 and meeting at least three of the following criteria:

1. Is three years old or older;
2. 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;
3. Is apparently inoperable;
4. Has an approximate fair market value equal only to the approximate value of the scrap in it.

10.06.030 Nuisance.

Exhibit A

The storing or keeping of junk vehicles or parts thereof on public or private property is declared to be a public nuisance, except as provided for in Section 10.06.060. Such public nuisance may be abated as provided for in Sections 10.06.050.

10.06.040. Enforcement authority.

The Kelso police department shall enforce this chapter and shall be responsible for the abatement and removal of any junk vehicle or part thereof as a public nuisance.

10.06.050. Summary removal procedures.

A. Any Kelso police officer may inspect and certify that a vehicle meets the requirements of a junk vehicle. The officer making the certification shall record the make and vehicle identification number or license number of the vehicle if available, and shall also describe in detail the damage or missing equipment to verify that the value of the vehicle is equivalent only to the value of scrap in it.

B. If the officer determines that a vehicle is a junk vehicle, the officer shall provide notice to the last registered owner of record of the vehicle shown on the records of the Washington State Department of Licensing and the property owner of record of the property upon which the vehicle is located, by certified mail, with a five-day return receipt requested. The notice shall provide the following information:

1. that the City has investigated and determined that the vehicle is a junk vehicle;
2. that the property owner and/or the owner of the vehicle shall have 15 days from the date of the notice to remove the vehicle from the property;
3. that if the vehicle is not removed, the City intends to dispose of the vehicle and assess the costs of removal to the registered owner of the vehicle or to the owner of the property where the vehicle is stored;
4. that a hearing on the abatement of the junk vehicle as a public nuisance may be requested in writing within 15 days of the date of the mailing of the notice; and
5. that if no hearing is requested within 15 days of the date of the mailing of the notice, the junk vehicle or part thereof will be removed.

C. If a written request for a hearing is received within 15 days, the City shall provide notice of the hearing to the owner of the land as shown on the last equalized assessment roll and the last registered and legal owner of record unless a vehicle is in such condition that identification number are not available to determine ownership. The notice shall give the time, location, and date of the hearing on the question of abatement and removal of the vehicle or part thereof as a public nuisance. The notice shall be sent by certified mail, with a five-day return receipt requested.

D. The hearing shall be conducted before a duly appointed Kelso hearing examiner within 30 days of the mailing the notice of hearing.

Exhibit A

E. The owner of the property on which the vehicle is located may appear in person at the hearing or present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his or her reasons for the denial. If it is determined at the hearing that the vehicle was placed on the land without the consent of the landowner and that he or she has not subsequently acquiesced in its presence, the cost of administration or removal of the vehicle shall not be assessed against the property upon which the vehicle is located, nor can the costs be collected from the property owner.

F. After the expiration of the fifteen days provided for in the notice to the registered owner and landowner of the city's intent to abate, remove, or dispose of the vehicle, and after a hearing, if requested, has been held affirming the City's determination, the vehicle or part thereof shall be removed at the request of the Kelso police department and disposed of by a licensed vehicle wrecker, hulk hauler, or scrap processor with notice to the Washington State Patrol and the Washington State Department of Licensing that the vehicle has been wrecked.

G. The cost of abatement and removal of the vehicle or part thereof under this chapter including the costs of administration and hearing shall be assessed against the last registered owner of the vehicle if the identity of the owner can be determined, unless the owner in the transfer of ownership of the vehicle had complied with RCW Chapter 46.12, or the cost may be assessed against the owner of the property on which the vehicle is stored, unless it has been determined the property owner is not responsible as set forth in RMC 10.06.050(E) above.

10.06.060 Exceptions.

The provisions of this chapter shall not apply under the following conditions:

A. If a junk vehicle, parts thereof, or automobile hulk is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or

B. If a junk vehicle, parts thereof, or automobile hulk is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to RCW [46.80.130](#) as now enacted or hereafter emended.

10.06.070 General duty.

None of the provisions of this chapter are intended to create a cause of action or provide the basis for a claim against the city, its officials, or employees for the performance or failure to perform a duty or obligation running to a specific individual or specific individuals. Any duty or obligation created herein is intended to be a general duty or obligation running in favor of the general public.

10.06.080 Certain provisions superseded.

With respect to the types of vehicles described herein, the procedures set forth in this chapter shall supersede those described in Chapter 1.50 of the Kelso Municipal Code.

Chapter 10.06
JUNK VEHICLES AND
AUTOMOBILE HULKS

Sections:

- 10.06.010 Purpose and intent.
- 10.06.020 Definitions.
- 10.06.030 Nuisance.
- 10.06.040 Summary removal procedures.
- 10.06.050 Nuisance abatement procedures.
- 10.06.060 Exceptions.
- 10.06.070 General duty.
- 10.06.080 Severability.
- 10.06.100 Certain provisions superseded.

10.06.010 Purpose and intent.

The purpose and intent of this chapter is to provide for and implement the greatest powers possible for facilitating the removal of junk vehicles, parts thereof, and automobile hulks from public and private property as authorized in accordance with any amendments that may hereafter be made. (Ord. 3185 § 1, 1992)

10.06.020 Definitions.

The following words and terms used in this chapter shall have the following meanings except where otherwise defined in this chapter, and unless where used the context thereof clearly indicates to the contrary:

“Automobile hulk” means an automobile hulk, whether abandoned or not and further as defined in RCW 46.79.010(2) as now enacted or hereafter amended.

“Junk vehicle” means a junk vehicle as defined in RCW 46.55.010(4) as now enacted or hereafter amended.

“Landowner” means a landowner as now defined in RCW 46.55.230(7) as now enacted or hereafter amended. (Ord. 3185 § 2, 1992)

10.06.030 Nuisance.

The storing or keeping of junk vehicles, parts thereof, or automobile hulks on public or private property is declared to be a public nuisance, except as provided for in Section 10.06.060. Such public nuisance may be abated as provided for in Sections 10.06.040 and 10.06.050. (Ord. 3185 § 3, 1992)

10.06.040 Summary removal procedures.

A. The department of buildings and codes and/or the police department (administrative authority) is empowered to inspect and investigate complaints about the storing or keeping of junk vehicles, parts thereof, and automobile hulks on public and private property. Upon discovery of an alleged junk vehicle, parts thereof, or automobile hulk, the administrative authority may contact the landowner of the property where the junk vehicle, parts thereof, or automobile hulk is located, and determine if the landowner claims any ownership interest in or bailment responsibility for the junk vehicle, parts thereof, or automobile hulk. If the landowner claims no ownership interest or bailment responsibility the administrative authority shall request the landowner to execute a statement to that effect under penalty of perjury.

B. If the landowner claims an ownership interest or bailment responsibility for the junk vehicle, parts thereof, or automobile hulk located on his or her property, and the landowner does not within fifteen days after notification by the administrative authority voluntarily abate the nuisance either by removing it from the property or enclosing it as provided for in Section 10.06.060A, the administration authority may proceed to deal with the junk vehicle, parts thereof, or automobile hulk as provided for in Section 10.06.050.

C. Upon execution by the landowner of the statement of no ownership interest in or bailment responsibility for the junk vehicle, parts thereof, or automobile hulk, the administrative authority shall cause a junk vehicle notification form to be mailed to the vehicle's registered legal owner of record by certified mail, return receipt requested. Additionally, this notification shall inform the owner of the city's intent to dispose of the junk vehicle, parts thereof, or automobile hulk. If the junk vehicle, parts thereof, or automobile hulk remains unclaimed for more than fifteen days after the junk vehicle notification form has been received, the administrative authority may have the junk vehicle, parts thereof, or automobile hulk removed with notice to the Washington State Patrol and the Department of Licensing that the junk vehicle has been wrecked.

D. If no information identifying the owner of the junk vehicle, parts thereof, or automobile hulk is available after the landowner has executed the statement of no ownership interest or bailment responsibility, the administrative authority may place a legal notice of custody and sale in the official newspaper of the city. This notice shall comply with the provision of RCW 46.55.230 (5), as now enacted or hereafter amended, and shall additionally inform the owner of the city's intent to dispose of the junk vehicle, parts thereof, or automobile hulk. If the junk vehicle, parts thereof, or automobile hulk remains unclaimed more than twenty days after publication of the notice, the administrative authority may have the junk vehicle, parts thereof, or automobile hulk removed with notice to the Washington State Patrol and Department of Licensing that the junk vehicle has been wrecked. (Ord. 3185 § 4, 1992)

10.06.050 Nuisance abatement procedures.

A. If the landowner claims an ownership interest in or bailment responsibility for a junk vehicle, parts thereof, or automobile hulk located on his property upon contact by the administrative authority as provided for in Section 10.06.040 (B), then the matter shall be referred to the nuisance and housing enforcement officer for possible further action.

B. After referral to the nuisance and housing enforcement officer as provided for in subsection (A) of this section, the nuisance and housing enforcement officer may give notice to any landowner storing or keeping a junk vehicle, parts thereof, or automobile hulk within any zone in the city that such junk vehicle, parts thereof, or automobile hulk is a public nuisance which must be abated by the landowner within fifteen days or the city will proceed to abate the nuisance by removal of the junk vehicle, parts thereof, or automobile hulk from the landowner's property; and, that the costs of such removal, including administrative costs, shall be assessed against the registered owner of the junk vehicle, parts thereof, or automobile hulk if the identity of the owner can be determined, unless the owner in the transfer of ownership of the vehicle or automobile hulk has complied with RCW 46.12.101, or the costs may be assessed against the owner of the property on which the junk vehicle, parts thereof, or automobile hulk is stored. This notice shall also inform the registered owner and the landowner of the right to request a hearing to contest the city's proposed removal of the junk vehicle, parts thereof, or automobile hulk. This notice shall be delivered to the last registered owner of the junk vehicle, parts thereof, or automobile hulk and to the landowner and the property owner of record if different from the landowner by certified mail, return receipt requested.

C. Notice. The notice required by subsection (B) of this section shall be substantially the following form:

“JUNK VEHICLE, PARTS THEREOF, OR
AUTOMOBILE HULK REMOVAL NOTICE”

A junk vehicle(s), parts thereof, or automobile hulk(s) described as:

has been discovered by the City of Kelso located at
_____ (Street Address), described as _____
_____ (legal) within the City of Kelso which is shown by
public record to be the real property of _____
the last registered owner of such junk vehicle(s), parts thereof, or automobile hulk is listed of
record as: _____
_____.

All of you are informed that such junk vehicle, parts thereof, or automobile hulk(s) (is)
(are) a public nuisance and unless such nuisance is abated within fifteen days of your receipt
of this notice by removal from the property hereinbefore described or enclosed on said

property as set forth in Kelso City Code 10.06.060 (A), the City of Kelso will proceed to abate such public nuisance by removal of the listed junk vehicle(s), parts thereof, or automobile hulk(s) fifteen days after you or your representative receives this notice as shown on the return receipt for this certified mail. The costs of removal, including administrative costs, will be assessed against the registered owner, unless the owner can demonstrate compliance with RCW 46.12.101 at the time of transfer of ownership, and/or against the landowner.

You may request a hearing before the Kelso Municipal Court to contest: the City's determination that the abovedescribed junk vehicle(s), parts thereof, or automobile hulk(s) (is) (are) a public nuisance, the abatement thereof, or that you are legally responsible for these junk vehicle(s), parts thereof, or automobile hulk(s). To request this hearing, one of you must notify the undersigned in writing at the address below within ten days of the date you or your representative received this notice as shown on the return receipt for this certified mail. If you do not request a hearing, the junk vehicle(s), parts thereof, or automobile hulk(s) will be removed by the City of Kelso and the costs thereof, including towing, storage, and other administrative costs, shall be assessed against all or any one of you.

DATED this _____ day of _____, 19__.

NUISANCE AND HOUSING

ENFORCEMENT OFFICER

Department of Buildings and Codes

City of Kelso

Drawer A

Kelso, Washington 98626

(206) 423-0900

D. After the expiration of the fifteen days provided for in the notice to the registered owner and landowner if no hearing has been requested; or, after a hearing if requested and such action is authorized by the court, the enforcement officer may proceed to have the junk vehicle, parts thereof, or automobile hulk removed and the costs of such removal, including administrative costs, shall be taxed against the registered owner and/or landowner jointly and severally; and notice shall be given to the Washington State Patrol and the Department of Licensing that the junk vehicle, parts thereof, or automobile hulk has been wrecked.

E. If either the last known registered owner of the junk vehicle, parts thereof, or automobile hulk, or the landowner requests a hearing before the Kelso Municipal Court to contest either (a) the city's determination that the junk vehicle, parts thereof, or automobile hulk constitutes a public nuisance, or (b) the abatement thereof, or (c) the legal responsibility of either or both the registered owner and/or landowner for the junk vehicle, parts thereof, or automobile hulk, the hearing shall be conducted after a written notice of the date, time, and place of such hearing is mailed, by certified mail, with a five day return receipt requested, to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owner of record, unless the vehicle is in such condition that identification numbers are not available to determine ownership. The hearing shall be held within thirty days of receipt of a written request for a hearing. No action shall be taken to remove the junk vehicle, parts thereof, or automobile hulk during the pendency of a hearing, except pursuant to court order.

The landowner may appear in person at said hearing or present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the junk vehicle, parts thereof, or automobile hulk on the real property, with his reasons for the denial. If it is determined at the hearing that the junk vehicle, parts thereof, or automobile hulk was or were placed on the land without the consent of the landowner and the landowner has not

subsequently acquiesced in its presence, then the court shall not assess costs of administration or removal of the junk vehicle, parts thereof, or automobile hulk against the property upon which the junk vehicle, parts thereof, or automobile hulk is located or otherwise attempt to collect the costs from the owner. (Ord. 3185 § 5, 1992)

10.06.060 Exceptions.

The provisions of this chapter shall not apply under the following conditions:

A. If a junk vehicle, parts thereof, or automobile hulk is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or

B. If a junk vehicle, parts thereof, or automobile hulk is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to RCW 46.80.130 as now enacted or hereafter emended. (Ord. 3185 § 6, 1992)

10.06.070 General duty.

None of the provisions of this chapter are intended to create a cause of action or provide the basis for a claim against the city, its officials, or employees for the performance or failure to perform a duty or obligation running to a specific individual or specific individuals. Any duty or obligation created herein is intended to be a general duty or obligation running in favor of the general public. (Ord. 3185 § 7, 1992)

10.06.080 Severability.

The provisions of this chapter are declared severable. If any section, subsection, sentence, clause or phrase of this chapter or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this chapter shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid. (Ord. 3185 § 8, 1992)

10.06.100 Certain provisions superseded.

With respect to the types of vehicles described herein, the procedures set forth in this chapter shall supersede those described in Chapter 8.24 of the Kelso Municipal Code. (Ord. 3185 § 10, 1992)

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

SUBJECT TITLE:

A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, SETTING THE DATE FOR A PUBLIC HEARING CONCERNING THE CITY'S INTENT TO ASSUME THE RIGHTS, POWERS, FUNCTIONS, AND OBLIGATIONS OF THE BOARD OF THE KELSO TRANSPORTATION BENEFIT DISTRICT AS OF DECEMBER 31, 2015.

Agenda Item: _____

Dept. of Origin: City Attorney

For Agenda of: October 20, 2015

Cost of Item: _____

City Manager: Stephen Taylor _____

PRESENTED BY: Janean Parker

AGENDA ITEM ATTACHMENTS:

Proposed Resolution setting hearing

SUMMARY STATEMENT:

In 2012, the City Council created a Transportation Benefit Area or "TBD" for the City of Kelso as authorized under RCW 36.73. In this TBD, having boundaries coterminous with the Kelso city limits, the City Council acts in an ex officio and independent capacity as the TBD governing board. Later in 2012, the TBD imposed a \$20 vehicle license fee as authorized by the statute. To date, the TBD has exercised its power by collecting the car tab fees and remitting the funds to the City to construct certain transportation improvement projects. The TBD has not incurred any indebtedness or let any contracts directly for such projects.

In 2015, the State Legislature amended RCW 36.73 to allow a city, which has a TBD that has boundaries coterminous with the city the right to assume the rights, powers, functions, and obligations of the TBD. To accomplish this, the City must pass a resolution or ordinance indicating its intent to conduct a public hearing, and then after the hearing may adopt an ordinance that assumes these rights, powers, functions, and obligations. The 2015 changes to state law also increase some of these limits for generating revenue and set additional conditions to exercise this authority. The proposed resolution does not make any change to the collection of revenue and only initiates the process to assume the powers and duties of the TBD.

In administering the TBD, the City has incurred some administrative costs in creating independent financial reports for the TBD and separately insuring the TBD, since the TBD is a separate entity and separate taxing authority. Staff recommends exercising the authority recently granted under RCW 36.73 to assume the rights, powers, and functions of the TBD into the City. This action will simplify and improve efficiencies for performing the function authorized under the statute without unnecessary duplication. In the event that this resolution is passed, staff will bring to Council a proposed ordinance for the assumption of the TBD for a public hearing on November 3rd.

FINANCIAL SUMMARY:

No direct financial impacts

OPTIONS:

Do Nothing. This will maintain the TBD as a separate entity. The Council will continue to act as the TBD governing board

Pass the proposed resolution. This will initiate the process of the City assuming the rights, powers, functions, and obligations of the TBD.

RECOMMENDED ACTION:

Move to approve: RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE CITY'S INTENT TO ASSUME THE RIGHTS, POWERS, FUNCTIONS, AND OBLIGATIONS OF THE BOARD OF THE KELSO TRANSPORTATION BENEFIT DISTRICT AS OF DECEMBER 31, 2015.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,
SETTING THE DATE FOR A PUBLIC HEARING CONCERNING
THE CITY'S INTENT TO ASSUME THE RIGHTS, POWERS,
FUNCTIONS, AND OBLIGATIONS OF THE BOARD OF THE
KELSO TRANSPORTATION BENEFIT DISTRICT AS OF
DECEMBER 31, 2015.**

WHEREAS, the City Council has adopted Ordinance No. 3778 creating the Kelso Transportation Benefit District with the boundaries coterminous with the City of Kelso City limits; and

WHEREAS, the State Legislature has adopted Second Engrossed Substitute Senate Bill 5987, which provides in part at Section 301 et seq., that a city may assume the rights, powers, functions, and obligations of a transportation benefit district that has been established with boundaries coterminous with the boundaries of the City; and

WHEREAS, the adopted legislation, 2ESSB 5987, provides that such assumption is to be initiated by an ordinance or resolution of the City indicating its intention to conduct a hearing concerning the assumption and setting a time, date, and place therefore; and

WHEREAS, the Kelso Transportation Benefit District Board also considered the adoption of this Resolution during its meeting on October 20, 2015 and determined that it wished to proceed with the public hearing and the Council's consideration of the assumption of the District;

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

SECTION 1. Intent. The Kelso City Council intends to conduct a public hearing on a proposal to assume the rights, powers, functions, and obligations of the Kelso Transportation Benefit District, as authorized by Second Engrossed Substitute Senate Bill 5987 at section 301 et.seq.

SECTION 2. Hearing Date. The Kelso City Council will hold this public hearing on the proposed assumption of the rights, powers, functions, and obligations of the Kelso Transportation Benefit District on **November 3**, 2015 at 6 pm. The Hearing will be held at the Council Chambers at City Hall at 203 South Pacific Avenue in Kelso. All persons may appear at the time and place of the hearing and be heard.

SECTION 2. Publication. This Resolution shall be published at least two times during the two weeks preceding the scheduled hearing in the newspapers of daily circulation printed or published in the City or County in which the Kelso Transportation Benefit District is located.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2015.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Declare certain items as surplus and no longer of any further use to the city.

Agenda Item: _____

Dept. of Origin: Public Works

For Agenda of: 10/20/15

Originator: Superintendent of Public Works

City Attorney: _____

PRESENTED BY: Randy Johnson

City Manager: _____

Agenda Item Attachments:

Copy of proposed resolution declaring certain items as surplus.

SUMMARY STATEMENT:

The item(s) are no longer of any further use to the City of Kelso and will be sold. The item has been replaced.

RECOMMENDED ACTION:

Declare the following items as surplus and to be sold as follows:

2001 GMC Sonoma

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,
DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY
OF KELSO TO BE SURPLUS AND DIRECTING THE
DISPOSITION THEREOF.**

THE CITY COUNCIL OF THE CITY OF KELSO DO HEREBY RESOLVE:

SECTION 1. The item(s) of personal property listed below are hereby declared to be surplus and no longer necessary use to the City:

Year/Make	Vehicle Identification Number	City Fleet Number
2001 GMC Sonoma	1GTCS19W318212821	25-124

SECTION 2. The personal property described herein shall be disposed of according to city policy.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2015.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Declare certain items as surplus and no longer of any further use to the city.

Agenda Item: _____

Dept. of Origin: KPD_____

For Agenda of: 10/20/15

Originator: Superintendent of Public Works

City Attorney:_____

PRESENTED BY: Randy Johnson

City Manager:_____

Agenda Item Attachments:

Copy of proposed resolution declaring certain items as surplus.

SUMMARY STATEMENT:

The item(s) are no longer of any further use to the City of Kelso and will be sold. The item has been replaced.

RECOMMENDED ACTION:

Declare the following items as surplus and to be sold as follows:

2009 Ford Expedition

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,
DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY
OF KELSO TO BE SURPLUS AND DIRECTING THE
DISPOSITION THEREOF.**

THE CITY COUNCIL OF THE CITY OF KELSO DO HEREBY RESOLVE:

SECTION 1. The item(s) of personal property listed below are hereby declared to be surplus and no longer necessary use to the City:

Year/Make	Vehicle Identification Number	City Fleet Number
2009 Ford	1FMFK16549E815449	9-906

SECTION 2. The personal property described herein shall be disposed of according to city policy.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2015.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY