

Kelso City Council Agenda

Regular Meeting, 6:00 pm
April 15, 2014
City Hall, Council Chambers
203 South Pacific
Kelso, WA 98626



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

Invocation:

Chaplain Doug Fields, Cowlitz County Chaplaincy

Roll Call to Council Members:

1. Approve Minutes:

1.1. April 1, 2014 – Regular Meeting

2. Proclamations:

2.1. Mental Health Month
2.2. National Library Week

3. Public Hearing:

3.1. 2014 HOME Project Allocations

4. Presentations:

4.1. Port of Longview

5. Consent Items:

5.1. Contract Closeout
5.1.1. Former Salvage Yard Soil Remediation
5.2. Contract Closeout
5.2.1. Sunrise Waterline Replacement
5.3. Audit of Accounts

6. Citizen Business:

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7. Council Business:

- 7.1. Police Vehicle Purchase Discussion
- 7.2. Amendment to City Manager Employment Agreement
- 7.3. Amendment to City of Longview Building Code/Inspection & Plans Examinations Services Interlocal Agreement

8. Action/Motion Items:

- 8.1. Ordinance, 2nd Reading
 - 8.1.1. Liability Insurance Coverage Code Amendment

Other Items:

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

Pastor Chris Davis, Abundant Life of the Nazarene 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, Schimmel and Roberson. Councilmembers McDaniel and Franklin were absent.

Minutes: Upon motion by Councilmember Myers, seconded by Councilmember Schimmel, 'Approve the Minutes of the 3/18/14 Regular Meeting,' motion carried, all voting yes.

PROCLAMATIONS:

Mayor Futcher read a proclamation declaring the week of April 6th – 12th, as “**Crime Victims’ Rights Week**” in the City of Kelso. Emergency Support Shelter Crime Victims Advocate Estrella Barron accepted the proclamation.

Mayor Futcher read a proclamation declaring April 2014, as “**Sexual Assault Awareness in Action Month**” in the City of Kelso. Emergency Support Shelter Sexual Assault Advocate Hazel Faul accepted the proclamation.

PRESENTATIONS:

2013 Library Annual Report: Library Manager Cindy Donaldson provided a presentation regarding the activities, events, partnerships and patron statistics for the last year.

2013 Annual Financial Report: Finance Director Brian Butterfield provided an overview of the City’s financial highlights for 2013.

COUNCIL BUSINESS:

Cowlitz County Mental Health Court Services Interlocal Agreement: Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Approve the Mental Health Court Services Interlocal Agreement,' motion carried, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) – Liability Insurance Coverage Code Amendment: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING THE KELSO MUNICIPAL CODE TO UPDATE REQUIREMENTS FOR INSURANCE ASSOCIATED WITH CITY PROGRAMS,' motion passed, all voting yes.

Resolution No. 14-1113 – 2014-2019 Capital Improvement Program Amendment:

The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, 'Pass Resolution No.14-1113, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO RELATED TO CAPITAL IMPROVEMENTS AND ESTABLISHING THE CITY'S CAPITAL IMPROVEMENT PROGRAM FOR THE PERIOD OF 2014-2019,' motion passed, all voting yes.

WALK ON ITEMS:

Resolution No. 14-1114 – Master Fee Schedule Amendment: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Pass Resolution No.14-1114, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO, WASHINGTON, AMENDING THE CITY'S MASTER FEE SCHEDULE,' motion passed, all voting yes.

Kelso Housing Authority Re-Appointment – Betty Wilson, 5 year Term: With consensus of the Council, Mayor Futcher made the appointment.

STAFF COMMENTS:

Finance Director Brian Butterfield: Commented that the document recording fees accumulated amount for 2013 and 2014 was \$17,630. He asked Council if they prefer to award the amount this year or to allow the amount to increase by rolling it over to another year. Council gave direction to continue rolling the amount of the document recording fees over until the accumulated amount is at least \$40,000.

Community Development Director/City Engineer Mike Kardas: Provided an update on the West Main Realignment Project.

COUNCIL REPORTS:

Rick Roberson: 1) Provided an update on the South Kelso Neighborhood Association. 2) He reminded his fellow councilmembers that their financial reports need to be filed with the Public Disclosure Commission by April 15, 2014.

Gary Archer: No report.

Dan Myers: Announced that Cowlitz Wahkiakum Council of Governments Executive Director Scott Patterson has submitted his resignation effective April 15, 2014.

Gary Schimmel: No report.

David Futcher: No report.

There being no further business, Mayor Fatcher adjourned the meeting at 7:06 p.m.

MAYOR

CITY CLERK

PROCLAMATION

Mental Health Month *May 2014*

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS addressing early the complex mental health needs of children, youth, and families today is fundamental to the future of Cowlitz County; and

WHEREAS, mental health problems can affect all areas of a person's life, including school, home and work; and

WHEREAS, mental health problems will strike one in five adults and children each year regardless of age, gender, race, ethnicity, religion or economic status; and

WHEREAS, over 38,000 American lives are lost each year to suicide; and

WHEREAS, all Americans – from combat veterans to hurricane victims – are vulnerable to chronic mental health problems associated with trauma and can benefit greatly from early identification and treatment; and

WHEREAS, people can recover from mental illness and lead full, productive lives in the community; and

WHEREAS, an estimated two-thirds of adults and young people with mental health problems go without the help they need; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen bears the burden of mental health problems and has a responsibility to promote mental wellness.

NOW, THEREFORE, I, David Fatcher, Mayor of the City of Kelso, do hereby proclaim the month of May to be

“Mental Health Month”

in the City of Kelso and call upon the citizens of Kelso, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health and the need for appropriate and accessible services for all people with mental illness.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 15th day of April 2014.

David Fatcher, Mayor

PROCLAMATION

National Library Week April 13 – 19, 2014

WHEREAS, libraries help lives change in their communities, campuses and schools;

WHEREAS, librarians work to meet the changing needs of their communities, including providing resources for everyone and bringing services outside of library walls;

WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues;

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books;

WHEREAS, libraries offer programs to meet community needs, providing residents with resume writing classes, 24/7 homework help and financial planning services to teens applying for student loans to older adults planning their retirement;

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week,

NOW, THEREFORE, be it resolved that I, David Futcher, Mayor of the City of Kelso, do hereby proclaim the week of April 13-19, 2014 to be

“National Library Week”

I encourage all residents to visit the library this week to take advantage of the wonderful library resources available at your library. Lives change at your library.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 15th day of April 2014.

David Futcher, Mayor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Public Hearing for the Kelso HOME 2014
Project allocation

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: April 15, 2014

Cost of Item: _____

PRESENTED BY:

Steve Taylor

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

2014 HOME Project Design under separate cover

SUMMARY STATEMENT:

This Public Hearing will be held to review and consider HOME Program affordable housing projects submitted for funding and receive public comment for allocations. HOME funding is provided through the Federal Department of Housing and Urban Development (HUD) annually to the Longview-Kelso HOME Consortium. The City of Longview acts as the lead agency for the Consortium.

One (1) HOME project application was recieved. Additionally, the Lower Columbia Community Action Program has requested a 5% CHDO (Community Housing and Development Organization) Operating Cost allocation which both the Longview and Kelso Councils must approve as HOME Longview-Kelso Consortium partners.

<u>2014 Kelso HOME Project Summaries</u>	Amount Available: \$46,718.53	Amount
Requested: \$45,000		

Foundation for the Challenged Home – Develop one group home for four (4) developmentally disabled residents. Sponsored through Life Works. **\$45,000**

RECOMMENDED ACTION:

Move to allocate HOME dollars for the above noted project in the amount of \$45,000 dollars and 5% for CHDO operating costs to Lower Columbia Community Action Program.

**Notice of Public Hearing
City of Kelso 2014 HOME Project Allocations
Tuesday, April 15, 2014**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City Council, City of Kelso, Kelso City Hall, 203 S. Pacific Ave, Kelso, Washington, at 6:00 p.m., April 15, 2014, to consider projects for 2014 funding under the HOME program within the Kelso City limits.

The purpose of the Public Hearing is to present project design proposals for competitive funding of low-income housing projects and to hear public comment, particularly from low-income persons or groups regarding these proposed projects. The HOME Program is funded by the Federal Department of Housing and Urban Development through the Longview-Kelso HOME Consortium.

**Consortium Community Housing Development Organization (CHDO) Request for Funding
CHDO 5% Operating Costs**

To support the Consortium's Community Housing Development Organization (CHDO) Lower Columbia Community Action Program (Housing and Energy Division) operating and capacity building costs including salaries and benefits, training, department pro-rated cost allocations (rent, phone, etc.), equipment, materials, supplies and tools. The amount will be 5% of the 2013 HOME allocation.

Lower Columbia Community Action Program **\$13,348.15**

Requires approval from Consortium Partners (Longview and Kelso City Councils)

2014 Kelso HOME Project Summaries

Amount Available: \$46,718.53

Amount Requested: \$45,000

Foundation for the Challenged Kelso– Develop one group home for 4 developmentally disabled residents. Life Works sponsored through Foundation for the Challenged **\$45,000**

Anyone interested may appear and be heard in regard to this public hearing at the above-mentioned time and place. The City Hall is accessible for persons with disabilities. Please let us know 24 hours in advance if you will need any special accommodations to attend the meeting. For further information, or to review project proposals, visit the Kelso City Clerk or go on the web at http://www.mylongview.com/communitydev/HOME_program.html.

Dated at Kelso, Washington, this 1st day of April, 2014

THE CITY OF KELSO

Brian Butterfield, City Clerk

Published: April, 2014

Do Not Publish Below this Line

Posted: Kelso City Hall
Kelso Public Library
Kelso Post Office

cc: City Manager
Daily News
Community Development Department

Longview-Kelso Consortium HOME Entitlement Funding
2014 Final

2014

HOME Federal Allocation		\$266,963.00
Consortium Administration		26,696.30
Consortium Admin 10%	26,696.30	
CHDO Set-Aside 15%		40,044.45
CHDO Operating Funds 5%		13,348.15
Longview Program Allocation		217,447.73
Base Allocation 75%	\$140,155.58	
Rollover from 2013	38,534.03	
Deobligated:		
#100 KL TBRA Drug Court Admin	412.23	
#102 LV TBRA Drug Court Admin	326.63	
#103 LV TBRA Domestic Viol. Admin	249.31	
#110 Habitat Longview	37,174.22	
#112 KLTBRA Domestic Viol. Admin	313.00	
#123 LV TBRA HOME Admin	258.35	
#128 Comrade Quarters	22.38	
#135 Bighted Property Redevelop.	2.00	
Kelso Program Allocation		46,718.53
Base Allocation 25%	\$46,718.53	
Rollover from 2013		
Deobligated		

Longview Projects 2014 (Public Hearing - April 24, 2014)	Available:	Requested	Approved	Unobligated
	\$	217,447.73		\$-
Affordable Homeownership 4564 Windermere St.		\$ 157,702.00		
Blighted Highlands Property Redevel.		160,000.00		
Foundation for the Challenged Homes		45,000.00		
Total		\$ 362,702.00	\$ -	\$ 217,447.73

Kelso Projects 2014 (Public Hearing - April 15, 2014)	Available:	Requested	Approved	Unobligated
	\$	46,718.53		\$-
Foundation for the Challenged		\$ 45,000.00		
Total		\$ 45,000.00	\$ -	\$ 46,718.53

**Public Hearings for Affordable Housing
April 15 Kelso & April 24 Longview**

**Longview-Kelso HOME Consortium
2014 Project Design Allocations
Speak in Support of Selecting One or More of the Projects Below**

The purpose of the Public Hearings is to provide information on the HOME Program and Document Recording Fee Program, to identify housing needs and project designs eligible for funding, hear public comment particularly from low and moderate-income persons regarding proposed projects, ensure broad-based community support for a project, and select projects for funding.

The HOME Investment Partnerships Program

This program provides funding to agency and business “partners” to increase and maintain affordable housing in Longview and Kelso. Projects must target persons with incomes less than 80% of the Cowlitz County Median Income based on family size. Funded by the U.S. Department of Housing and Urban Development.

Document Recording Fee

This program provides for a variety of housing projects, including shelters, for persons with incomes below 50% of the Median Income for Cowlitz County based on family size. Funded by the Cowlitz County Document Recording Fee Surcharge.

Project Design Proposals are available for review on the web at

**<http://www.mylongview.com/index.aspx?page=498> or at the Community Development Department
for each City: Longview City Hall, M-TH, 7 AM-6PM (1525 Broadway, Longview) and
Kelso City Hall, M-F, 8 AM-5PM (203 S. Pacific, Kelso)**

**Consortium Community Housing Development Organization (CHDO) Request for Funding
CHDO 5% Operating Costs**

To support the Consortium's Community Housing Development Organization (CHDO) Lower Columbia Community Action Program (Housing and Energy Division) operating and capacity building costs including salaries and benefits, training, department pro-rated cost allocations (rent, phone, etc.), equipment, materials, supplies and tools. The amount will be 5% of the 2014 HOME allocation.
Lower Columbia Community Action Program **\$13,348.15**

2014 Longview HOME Project Summaries (Public Hearing April 24, 2014)

Amount Available: \$217,447.73 Amount Requested: \$362,702

Affordable Homeownership 4564 Windemere St. – Construct a new 3-bedroom, 2-bath house with attached garage on a single-family lot. Lower Columbia Community Action Program **\$157,702**

Blighted Highlands Property Redevelopment II - Construct two affordable 3-bedroom homes in Longview's Highlands Neighborhood.. Longview Housing Authority **\$160,000**

Foundation for the Challenged Longview– Develop one group home for 4 developmentally disabled residents. Sponsored through Life Works. Foundation for the Challenged **\$45,000**

2014 Kelso HOME Project Summaries (Public Hearing April 15, 2014)

Amount Available: \$46,718.53 Amount Requested: \$45,000

Foundation for the Challenged Kelso– Develop one group home for 4 developmentally disabled residents. Sponsored through Life Works. Foundation for the Challenged **\$45,000**

2014 Longview Document Recording Fee

(Public Hearing April-24-2014)

Amount Available: \$30,290.06

Amount Requested: \$32,500

Continued Operation Funding for Community House on Broadway – Operational support for the area’s homeless rehabilitation center. Community House on Broadway **\$23,500**

Domestic Violence Shelter Program – Provide shelter and advocacy services to victims of domestic violence, sexual abuse and other crimes. This project supports operating costs for the shelter. Emergency Support Shelter **\$9,000**

Public Hearing Dates & Times

Kelso

**Tuesday, April 15, 2014 at 6:00 PM
Kelso City Hall Council Chambers
203 S. Pacific Ave., Kelso WA**

Longview

**Thursday, April 24, 2014 at 7:00 PM
Longview City Hall Council Chamber
1525 Broadway, Longview WA**

Anyone interested may appear and be heard in regard to this public hearing. The Longview and Kelso City Halls are accessible for persons with disabilities. Please let us know 24 hours in advance if you will need any special accommodations to attend the meeting or an interpreter. If you are unable to attend, you may direct written correspondence the respective City Clerk’s Office: Kelso City Clerk, PO 819, Kelso, WA 98626 or the Longview City Clerk, PO Box 128, Longview, WA 98632 For further information, contact Julie Hourcle’ at 442.5081



HOME Participating Jurisdiction Project Design Proposal - 2014

Applicant: <u>Foundation For the Challenged</u>	Contact Person: <u>Michael Pollowitz</u>
Title: <u>Fran Wesseling, Executive Director</u>	Title: <u>Development Consultant</u>
Address: <u>5970 Wilcox Pl., Suite E</u>	Address: <u>P.O. Box 65206</u>
<u>Dublin, OH 43016-6808</u>	<u>Shoreline, WA 98155</u>
Phone: <u>614-923-6020</u>	Phone: <u>206-228-7275</u>
Fax: <u>614-389-4503</u>	Fax: <u>N/A</u>
E-mail: <u>fwesseling@ffcoho.org</u>	E-mail: <u>mpollowitz@gmail.com</u>

Non-Profit Status: NO Yes IRS Tax Identification Number 01-0619670

Location: Longview Kelso

Project Title: FFC Homes IX

HOME Funding Requested: \$ \$45,000

Project Description

1. Give a *brief* summary of your project (under 101 words):

The Foundation For the Challenged (FFC) is proposing to purchase a house or duplex with a total of four bedrooms to rent to extremely low-income individuals with a developmental disability. The home will be remodeled to meet or exceed ADA accessibility requirements. The 24/7 support services will be provided by Life Works and funded by the Developmental Disabilities Administration (DDA).

2. Describe the project noting the problem(s) or opportunity(s) that will be addressed.

The problem that will be addressed by this project is to reduce the burdensome rent that the proposed tenants are currently paying independently for their market-rate housing. The proposed group home setting will lower their rent, which will then provide money for other living expenses.

3. List the specific HOME objective information from the "5 year Strategic Plan" within the 2009-2013 Longview-Kelso Consolidated Plan. (See website information under Instructions).

Consolidated Plan Objective Code and Number: DH-3.4

Consolidated Plan Objective Title: Expand the supply of housing resources for renters earning up to 50% of median income and for special needs populations by preventing the loss of existing subsidized



housing and purchasing affordable, private multi-family housing that becomes income restricted to low income tenants.

Consolidated Plan Objective Proposed Accomplishments & Outcomes: 13 Rental units preserved/acquired

This project will create 1 unit of group home housing.

Project Readiness

4. Describe what specific steps need to be completed before the project will be ready to proceed? (Projects must be under construction within 12 months of signing your HOME Contract or funding will be deobligated.)

FFC needs to be funded by the State Housing Trust Fund (HTF) to proceed forward. Funding for this project was included in the Capital Budget that was signed by the governor in June 2013. FFC still needs to proceed with the HTF application process. A Stage 1 application was submitted on 1/17/14. It is anticipated that the Stage 2 application will be due in September with a decision in December 2014. FFC has been working closely with DDA and this project is one of their highest priorities. The initial tenants have already been identified by Life Works.

5. Please list start and completion date by Month, Day and Year:

Complete the “Project Timeline” (included at the end of this application) detailing project tasks and dates. This will be a part of your contract goals should your project be selected.

Project Start Date after Nov. 1st (mm-dd-yyyy)	as soon as 01/15/2015
Project Completion Date (mm-dd-yyyy)	09/1/2015

Problem Impact and Severity

6. How will this project increase housing affordability for rentals or home ownership? What reductions in cost of rent or a mortgage would be realized? What rents will you charge for each one, two, and three bedroom when the project is complete? (Please detail from your attached ProForma.)

FFC will be purchasing only a vacant or owner-occupied home and will make a 40-year commitment to renting to extremely low-income individuals with a developmental disability whose income is at or below 30% of the area median. Rent will be set according to HOME rules for group home settings.

7. How does this housing project create a better living environment for residents? Have local, county, or state authorities noted the severity of the problem? Note building, public health or/and safety issues.



To the extent necessary, the house will be remodeled to meet the health and safety needs of the tenants. Their need for a level of accessibility and reinforced building materials will address both of these concerns. Given their limited monthly income, the affordable rents will provide the tenants more of an opportunity to personalize their home and enjoy more community outings with their remaining income.

As one of the safety features, FFC intends to install a fire retardant sprinkler system that will be monitored 24/7 and is dialed into the fire department.

DDA has identified the Kelso area and this project in particular as one of their highest priorities for the development of affordable, accessible housing.

8. List similar projects or programs your agency has, and other agencies have, in place to address this problem in the community. List agencies, funding sources and amounts. List the number of families housed under each of these programs.

Although FFC owns over (90) homes providing affordable, accessible housing to people with developmental disabilities, one home in Longview is currently being developed.

Life Works owns and operates the Kelso Group Home at 922 Cedar Street that serves 9 adults with developmental disabilities who need housing and service supports. This home was originally developed by Cowlitz County in 1980. The initial funding of \$60,390 was from a State Referendum 29 grant. Extensive remodeling was completed using a State Housing Trust Fund grant in 2006 for \$358,106.

Life Works also provides supported living services to four clients in a group home located at 1111 11th Ave in Kelso that is owned by the Lower Columbia Action Program. The home did receive HOME funding from the City of Kelso for an ADA bathroom.

Solution

Project Development

9. Did you attempt to collaborate the development of this project with other agencies? Which agencies were contacted and what was the outcome?

FFC is collaborating with DDA and Life Works in the development of this project. FFC is acting in the capacity of developer, owner, and property manager. Life Works will continue to provide the tenants their 24/7 services and DDA will continue to fund these services.

10. How do you propose to solve the problem? Please be specific, itemizing the various tasks you will undertake.

FFC will enter into annual individual lease contracts with each tenant, track their income annually, submit rent and utility information for each home, and ensure that the pro-rated rent payment per tenant does not exceed the HOME High Rent as set annually by HUD.



11. List all persons who would be involved during the development of this project and describe their project responsibilities. (Include names, titles, phone and e-mail.) (Responsibilities should include grant administration, project manager, developing partnerships, acquisition, overseeing construction, maintaining records, client intake and eligibility, etc.)

Fran Wesseling, Executive Director of FFC, 614-389-4501, fwesseling@ffcohoio.org
Fran will have oversight of the entire project and will be executing all project related documents.

Michael Pollowitz, Development Consultant, 206-228-7275, mpollowitz@gmail.com
Michael will have the lead in writing the funding applications, coordinating with funders and Life Works, searching for a property, supporting the bid process for contractors, overseeing the remodeling, and ensuring the project is completed on-time and within budget.

David Scheiber, Property Manager, 206-852-5000, david-scheiber@comcast.net
David will be doing the initial tenant eligibility reviews, putting together the leases, and addressing any initial tenant or house-related problems at rent-up.

Carolyn Anson, Finance Director of FFC, 614-389-4501, canson@ffcohoio.org
Carolyn will be responsible for the fiscal management of the project including vouchering for funding, maintaining records, and the final close-out of grants.

Project Operation

12. Are you partnering with other organizations or businesses in this project? Will you have contracts for supportive services? What roles will each organization or business play after the project is completed? Please submit letters from partnering agencies and/or businesses as supporting documentation.

FFC is just acting in the capacity of developer, owner, and property manager. FFC is working with Life Works on this project. They currently are funded for and provide the 24/7 support and training services to the tenants identified for this project. They will maintain this role when the tenants move into the house. A Letter of Support from Life Works is in attachment.

13. List all persons involved in the operation of this project when completed and describe their responsibilities. (Include names, titles, phone and e-mail.) (Responsibilities should include case management, day-to-day management, rent schedules for units, annual renter income review, partnerships in serving renters, etc., apartment management, and project owner.)

Fran Wesseling, Executive Director of FFC, 614-923-6020, fwesseling@ffcohoio.org
Fran will have on-going oversight of the house and will execute documents as needed.

Michael Pollowitz, Asset Manager, 206-228-7275, mpollowitz@gmail.com
Michael will be completing all funder related reports, be the liaison between the tenants and FFC, and supervise David, the Property Manager.



David Scheiber, Property Manager, 206-852-5000, david-scheiber@comcast.net
David will be the direct interface with tenants and Life Works around leases, repairs, responding to questions and problems, and overseeing the overall maintenance of the house.

Carolyn Anson, Finance Director of FFC, 614-389-4501, canson@ffcohoio.org
Carolyn will be responsible for the fiscal management of the house including budgeting, vouchering for funding, maintaining records, and reconciling the income & expenses.

14. Complete the Rental or Ownership Proforma and Marketing Plan (provided separately.) Summarize your marketing/public outreach that you will provide to inform the general community of this project? (Review the Marketing Plan information under the Underwriting Policies)

There is no Marketing Plan. One of the HTF contractual requirements is that DDA will be the referral entity for this house. Given the complexity of service funding and the importance of roommate matching, Life Works will work directly with DDA on future tenant referrals. FFC will enter into a Referral Agreement with DDA once this project is fully funded. These Referral Agreements are standard practice and FFC has an existing Agreement with DDA Region 2.

15. Describe your selection process for applicants to participate? How will disabled applicants be able to participate?

DDA and Life Works will refer an eligible tenant(s) as vacancies occur. FFC will review tenants based on their rental application and funder eligibility requirements.

DDA and Life Works both incorporate philosophies that maximize the rights and responsibilities of people with developmental disabilities to participate in and make decisions about events that affect their lives. This housing opportunity will be another extension of this philosophy.

16. What other short-term and long-term outcomes will result from the project?

This project offers tenants long-term, stable housing that is both affordable and accessible. The specific health and safety needs of the tenants will be addressed in developing the remodeling scope of work. The affordable rents will provide opportunities for the tenants to use their additional income to improve their quality of life.

17. What activities would still need to be undertaken after the project is completed in order for the problem to be fully addressed? Quantify where possible.

FFC believes that the problem of affordable, accessible housing will be addressed for the initial tenants once the project is completed and the tenants move in. Longer term, this home will continue to be an affordable housing resource for 40 years.



Households Benefiting

18. What is the number of low-income households that will benefit from this project?
Use current year HUD Income Limits for family size.

At or below 30% of Median Income: 4

At or below 50% of Median Income: _____

At or below 80% of Median Income: _____

TOTAL Number of Households: 4

Budget

19. Explain why HOME funds are appropriate for your project. If this application is for a program currently receiving HOME funding, discuss what action you have taken and what other funding sources have been investigated in the last 12 months to reduce your organization's dependence on City of Longview (or City of Kelso) HOME funds.

In a discussion about this project with Julie Hourcle' of CDD and Marti Johnson of Life Works, the suggestion was that HOME funding was the most appropriate match for this project.

20. What agency funding will you commit to this project? If none, why not? (A 25% match of non-federal funding is desired.)

FFC is committing \$3,000 to the project for the Operating Reserves.

21. If one or more funding sources listed below is not realized, what impact would this have on your project? Explain what changes would be considered to its scope or design, including the number of families housed, structure(s) constructed, delays in construction start date, etc. and whether your project would exist without HOME funding.

With approximately 89% of the budget coming from the HTF, this project cannot move forward without their funding support. The funding is already included in the Capital Budget that was signed by the Governor in June 2013. FFC has already submitted a Stage 1 application to the HTF on 1/17/2014. The anticipated submittal of the Stage 2 application will be in September.

22. Complete and attach the separate HOME Budget Form.
See attached.

23. Sources and Uses Fund Statement / Budget Form Narrative

a. Please list all funding sources, intended uses, and amounts from your budget form.
Identify each source as Federal, State, Local, or Private.

- The State Housing Trust Fund is state bond derived funding that is being requested to provide \$350,255. The funding will be used for every aspect of the project's development with the exception of the Operating Reserves.



- The City of Kelso is being requested to provide \$45,000 in federal HOME funding to be used for the partial costs of Acquisition and the Developer Fee.
- FFC will be providing \$3,000 of private funding that will be used for Operating Reserves.

b. Identify which sources are proposed and which sources are committed.

The HTF funding is considered proposed even though there is a line item in the Capital Budget that supports this project. The City of Kelso funding is proposed. The FFC funding is committed.

c. Supporting Documentation: List and attach “Sources of Funds” supporting documentation noted under Question #25.

Not applicable.

d. Supporting Documentation: List and attach “Uses of Funds” supporting documentation noted under Question #25.

Not applicable.

24. Please list the amount of private, local, and State (non-federal) matching funds which will be designated towards the 25% match per HOME categories below:

- \$ _____ A. Cash Contributions
- \$ _____ B. Forgone, Taxes, Fees and Charge
- \$ _____ C. Donated Land or Other Real Property
- \$ _____ D. On Site and Off-Site Infrastructure
- \$ _____ E 1 Donated Site Preparation
- \$ _____ E 2 Donated Construction Material
- \$ _____ E 3 Donated Labor (other than homeowner): Number or hours _____ times \$10 per hour
- \$ _____ E1 Sweat Equity (homeowner only): Number or hours _____ times \$10 per hour
- \$ 350,255 F. Proceeds from Affordable Housing Bonds
- \$ _____ G. Supportive Services – Type _____
- \$ _____ G1 Homebuyer Counseling Services
- \$ _____ Estimated/Unknown at this time. Type : _____

Attachments

25. Required Attachments

- Project Timeline** (Note: Funding is available in November following project submittal. Please plan accordingly.)
- Project Budget** (Note: Show all funding sources and note if they are committed or not committed. List date when commitment will be confirmed.)
- Detailed Cost Estimates** (Specific costs for project itemized to show project cost analysis.)
- Project Documentation** (See below)
- HOME Performa: Rental or Homeowner Affordability**
- Market Analysis** (separate form)
- Marketing Plan** (as described in the Underwriting Policies and Procedures.)



- Developer Development Capacity Certification**
- Agency Financial Audit by e-mail** (*Most current independent audit.*)

Project Documentation to support your project. (Provide in order listed. Staff may limit the number of documents to the most important for Council to base its decision.)

- **Sources of Funds**
 1. Include commitment letters with all terms and conditions for all mortgages, loans, grants, subordination agreements, private fundraising, bridge (interim) loans and investment tax credits (historical low-income, if applicable);
In attachment
 2. Provide a formal Certification letter signed by the Agency Director or Owner listing the amounts and type of all governmental assistance (Federal, State, and Local) which will be used in this project.
In attachment
 3. If you (the applicant) are a partnership, or will enter into a partnership to undertake this project (including services) provide a copy of the partnership agreement, which will indicate the cash contributions by the general partner(s) and/or limited partner(s).
N/A
- **Uses of Funds N/A**
 1. Earnest money agreement, option or closing statement for land and/or building(s);
 2. Construction cost estimate
 3. Construction contract or preliminary (bids)
 4. Agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions.)
 5. Appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built)
 6. If low-income tax credits are utilized, provide documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individuals who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project. All assumptions should be verified in the supporting documentation.
- Maps, architectural renderings and elevations, floor plans
- Surveys and other professional reports
- Letters from local, state, or federal agencies directing the repair or creation of a specific housing project
- Letters attesting to the subject problem
- Letters of support
- **In attachment from Life Works**
- Current news articles
- Engineering, soils, or environmental reports



Longview/Kelso Home Consortium							
PROJECT BUDGET AND FUNDING SOURCES							
	Kelso HOME Source 1	HTF Source 2	FFC Source 3	Source 4	Source 5	Total Cost	How costs determined (bid, est.)
Commitment Dates	2013						
ACQUISITION							
Purchase Price - Land						\$0.00	
Purchase Price - Bldg.	40,500	219,500				\$260,000.00	Market Study
Transaction Taxes						\$0.00	
Closing/Recording Fees		1,300				\$1,300.00	prior projects
Title Insurance/Binder Fees		1,200				\$1,200.00	prior projects
Appraisal		500				\$500.00	prior projects
Other:						\$0.00	
Subtotal	40,500.00	222,500.00	0.00	0.00	0.00	\$263,000.00	
PREDEVELOPMENT							
Architect		6,000				\$6,000.00	prior projects
Engineering						\$0.00	
Legal Fees						\$0.00	
Environmental Review		2,000				\$2,000.00	prior projects
Preconstruction Inspection		600				\$600.00	prior projects
Other:						\$0.00	
Subtotal	0.00	8,600.00	0.00	0.00	0.00	\$8,600.00	
CONSTRUCTION COSTS							
New Construction						\$0.00	
Rehabilitation		55,000				\$55,000.00	prior projects
Infrastructure on site						\$0.00	
Energy Related Improvemts						\$0.00	
Repair/Replace Major Syst.						\$0.00	
Lead Based Paint /Haz Mat						\$0.00	
Access for Disabled						\$0.00	
Securing of Building						\$0.00	
Demolition						\$0.00	
Utility Connections						\$0.00	
Permits & Fees						\$0.00	
Construction Loan Fees						\$0.00	
Construction Inspections						\$0.00	
Sales Tax						\$0.00	
Insurance/Bond/Surety Fees		300				\$300.00	prior projects
Contingency		8,250				\$8,250.00	HTF requirement
Other: Utilities		600				\$600.00	prior projects
Subtotal	0.00	64,150.00	0.00	0.00	0.00	\$64,150.00	
OTHER							
Home Buyer Counseling						\$0.00	
Credit Report Fees						\$0.00	
Operating Deficit Reserves						\$0.00	
Relocation Costs						\$0.00	
Operating Reserves			3,000			\$3,000.00	prior projects
Loan Fees		7,005				\$7,005.00	2% HTF fee
Tenant Rental Assistance						\$0.00	
Affirmative Marketing						\$0.00	
Project Management		10,000				\$10,000.00	prior projects
Developer Fees	4,500	35,000				\$39,500.00	10% of award
Other: Accounting/Audit		1,000				\$1,000.00	prior projects
Other: Real Estate Tax		2,000				\$2,000.00	Market Study
Subtotal	4,500.00	55,005.00	3,000.00	0.00	0.00	\$62,505.00	
HOME TOTAL	\$45,000.00	\$350,255.00	\$3,000.00	\$0.00	\$0.00	\$398,255.00	
Date: 1-26-2014							
Sponsor: Foundation For the Challenged	Project Address: TBD						

Marketing Plan: A marketing plan shall be completed to show how the project will be marketed publically to Longview and/or Kelso residents through the public media, professional realtor or/and real estate marketing staff for at least 90 days or until the unit(s) are fully sold/rented. The advertising methods used to reach buyers/renters, both paid and free, and direct promotion through local organizations, stakeholders and social media can be used. The message to buyers should note that the value/sales or rental price is competitive and the home's features fit the target buyer or renter. The agency must follow its marketing plan and provide documentation of its public marketing effort prior to selecting its recipient(s.)

Life Works recognizes the critical importance of the DDA in the lives of people with developmental disabilities and their family members. DDA provides the essential funding for and contracts with Life Works to provide the necessary residential support services. Given this partnership, Life Works and DDA will work jointly to implement a Tenant Selection Process that includes:

- identifying potential tenants that have a developmental disability;
- through a tenant application and/or screening process qualify for the housing based on funder eligibility criteria;
- have sufficient service funding to ensure their health and safety; and
- where appropriate, there is a reasonable expectation of house-mate compatibility.



HOME Proforma

Assumptions:

Cost: (total investment)		<u>\$398,255.00</u>
Less: First Loan (amount)		<u>\$350,255.00</u>
Less: Second Loan (amount)		<u>\$</u>
Cash (equity) required		<u>\$3,000.00</u>
HOME Request		<u>\$45,000.00</u>

Step 1: Determine the Net Operating Income

Gross Rental Income (Complete Rent Schedule below)		<u>\$12,672.00</u>
Less: Vacancy (5%)		<u>\$637.00</u>
Effective Gross Income (EGI)		<u>\$12,035.00</u>
Less Operating Expenses		<u>\$10,500.00</u>
Maintenance	<u>\$2,000.00</u>	
Property Taxes	<u>\$0.00</u>	
Insurance	<u>\$700.00</u>	
Utility Service: (Paid by Owner)	<u>\$4,200.00</u>	
Electricity	<u>\$1,800.00</u>	
Natural Gas	<u>\$0.00</u>	
Water	<u>\$600.00</u>	
Sewer	<u>\$360.00</u>	
Solid Waste	<u>\$600.00</u>	
Stormwater Utility	<u>\$240.00</u>	
Groundskeeping	<u>\$600.00</u>	
Property Management Fees at _____ (Insert %)	<u>\$3,600.00</u>	
Social Service Administrative Fees at _____ (Insert %)	<u>\$0.00</u>	
Net Operating Income (NOI)		<u>\$1,535.00</u>

Step 2: Compute the Cash on Return

Net Operating Income (NOI)		<u>\$1,535.00</u>
Debt Service (First Loan)	<u>\$0.00</u>	
Debt Service (Second Loan)	<u>\$</u>	
Total Debt Service	<u>0</u>	
Cash Flow		<u>\$1,535.00</u>

$$\frac{\text{Cash Flow}}{\text{Equity}} = \frac{\text{N/A}}{\text{N/A}} = \text{Cash on Cash Return} = \frac{\text{N/A \%}}{\text{N/A \%}}$$

Rental Schedule

Size	No. of Units	Monthly Rent/Unit	Total Rent	List Utilities to be paid by Tenant (Electricity, Gas, etc)
1 -Bed				
1- Bed				
2-Bed				
3- Bed				
4-Bed	1	\$1,056	12,672	all except telephone & cable
Gross Rental Income			12,672	



January 31, 2014

The Foundation For the Challenged certifies their intent to apply for and use \$350,255 from the State Housing Trust Fund to support the development of FFC Homes IX in Kelso.

Sincerely,

A handwritten signature in cursive script that reads "Fran Wesseling". The signature is written in dark ink and is positioned above the printed name.

Fran Wesseling
Executive Director



Helping people make life work.

February 5, 2014

Kelso Home Program
Kelso, WA 98626

Re: Home Application for low income housing

Dear Council Members,

Life Works has been serving people with developmental and intellectual disabilities in our community for thirty four years. These individuals are typically in the very low income category and are renting places to live in our community at market rates. They often have to live with unrelated people in order to share living expenses and in order to receive the supported living services that the state is contracting with us to provide. With this arrangement, most individuals have very little money left for food, clothing, and an occasional recreational activity.

With this project, the people we support will only pay one third of their income for their rent and utilities which will significantly improve their lives. While many of them struggle to find jobs to make ends meet, this project will reduce their costs and provide them with safe, affordable housing.

Life Works will continue to provide the twenty four hours per day, seven days per week support for the individuals who will move into this housing. We have identified current clients who are most in need of the configuration of housing being proposed in this grant request. History tells us that once these individuals make this their home; they will live there for many years.

In addition to providing supported services, life Works will take on a role of collecting and paying rents, notifying the rental agency of maintenance needs, assisting tenants to keep the property presentable, and assisting tenants to keep the home clean and safe.

Thank you for considering this very important project. With this grant, you will be making an important contribution to the community's low income housing stock and to the lives of individuals who will have the opportunity to live here.

Sincerely,

A handwritten signature in black ink, appearing to read "Marti Johnson", written over a faint circular stamp or watermark.

Marti Johnson, CEO

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Contract Closeout for:
Former Salvage Yard Soil Remediation

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: April 15, 2014

PRESENTED BY:

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

Cost of Item: \$ 318,868.69

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Final Reconciliation

SUMMARY STATEMENT:

In 2004, Department of Ecology listed the Terry's Salvage site on the State's Hazardous Sites List. They later ceased operation at this location. In 2010-2011 the City used Neighborhood Stabilization Program Grant funds to demolish an abandoned building and remove scrap metal. Soil contamination was discovered during the site cleanup process.

This project was the response of the discovery of the soil contamination. The contract removed and disposed of approximately the top two to three feet of existing soil. The site was graded with new topsoil and seeded.

Work began on this project September 30, 2013 and was completed on November 11, 2013.

FINANCIAL SUMMARY:

Original Contract Amount: \$323,541.80
Approved Change Orders: \$46,929.11
Quantity Underrun: \$(51,602.21)
Retainage Amount: \$14,762.44
Final Contract Amount: \$318,868.69
Change in Contract Amount: \$(4,673.11)

RECOMMENDED ACTION:

Staff recommend approving the reconciliation and accepting this project as complete.

FINAL PAYMENT ESTIMATE RECONCILIATION - FEBRUARY 28, 2014

Item No.	Description	Quan	Unit	Contract		This Estimate		Previous Estimate		Total to Date
				Price	Amount	Quantity	Pay	Quantity	Pay	
1	Mobilization	1	L.S.	\$ 10,077.20	\$ 10,077.20	L.S.	\$ -	1	L.S.	\$ 10,077.20
2	Temporary Erosion & Sediment Control	1	L.S.	\$ 6,241.52	\$ 6,241.52	L.S.	\$ -	1	L.S.	\$ 6,241.52
3	Site Access Control Fencing	1	L.S.	\$ 2,216.76	\$ 2,216.76	L.S.	\$ -	1	L.S.	\$ 2,216.76
4	Decommission Monitoring Well	3	EA	\$ 585.45	\$ 1,756.35	EA	\$ -	3	EA	\$ 1,756.35
5	Remove Asphalt Paving	560	S.F.	\$ 1.76	\$ 985.60	S.F.	\$ -	560	S.F.	\$ 985.60
6	Tree Removal	1	L.S.	\$ 3,102.43	\$ 3,102.43	L.S.	\$ -	1	L.S.	\$ 3,102.43
7	Excavate Soil to Stockpile	3,275	Tons	\$ 2.45	\$ 8,023.75	Tons	\$ -	3,071.46	Tons	\$ 7,525.08
8	Stockpile Management	1	L.S.	\$ 3,622.66	\$ 3,622.66	L.S.	\$ -	1	L.S.	\$ 3,622.66
9	Load, Transport, and Dispose Soil at Subtitle C Landfill	522	Tons	\$ 198.64	\$ 103,690.08	Tons	\$ -	454.26	Tons	\$ 90,234.21
10	Load, Transport, and Dispose Soil at Subtitle D Landfill	2,753	Tons	\$ 36.28	\$ 99,878.84	Tons	\$ -	2,617.2	Tons	\$ 94,952.02
11	Backfill Purchase and Import	3,275	Tons	\$ 8.55	\$ 28,001.25	Tons	\$ -	4,011.31	Tons	\$ 34,296.70
12	Backfill and Compaction	3,275	Tons	\$ 4.88	\$ 15,982.00	Tons	\$ -	4,011.31	Tons	\$ 19,575.19
13	Demolish and Replace Existing Fence	1	L.S.	\$ 12,797.30	\$ 12,797.30	L.S.	\$ -	1	L.S.	\$ 12,797.30
14	Grade and Hydroseed Final Surface	3,200	S.Y.	\$ 1.00	\$ 3,200.00	S.Y.	\$ -	5155	S.Y.	\$ 5,155.00
					\$0.00					\$292,538.01
				Sub Total	\$299,575.74					
				Sales Tax	\$23,966.06					
				Contract Total	\$323,541.80					
CHANGE ORDERS										
CO #1	Stabilize / Treat Soil	522	Tons	\$ 78.05	\$ 40,742.10					
CO #2	Remove & dispose asbestos pipe	1	EA	\$ 2,010.78	\$ 2,010.78	EA	\$ -	1	EA	\$ 2,010.78
CO #3	Remove & Reinstall 15 fee of Fence	1	EA	\$ 700.00	\$ 700.00	EA	\$ -	1	EA	\$ 700.00
CO #4	Quantity Reconciliation	1	LS	\$ (47,779.83)	\$ (47,779.83)					
				Change Order Subtotal	\$ (4,326.95)					
				Change Order Tax	\$ (346.16)					
				Change Order Total	\$ (4,673.11)					
				Sub Total	\$295,248.79					
				5% Retainage	\$14,762.44					
				Sales Tax	\$23,619.90					
				Revised Contract Amount	\$318,668.69					
				Sub Total	\$					\$295,248.79
				Retainage	\$					\$14,762.44
				Sales Tax	\$					\$23,619.90
				Due to Contractor This Estimate	\$					\$318,668.69

City of Kelso

Contractor

PROJECT MANAGER

DATE

CONTRACTOR

DATE

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Closeout of Sunrise St. Waterline Replacement
Project No. 591303

Agenda Item: _____

Dept. of Origin: Public Works - Engineering

For Agenda of: April 15, 2014

PRESENTED BY:

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

Cost of Item: \$128,241.88

City Manager: Steve Taylor

AGENDA ITEM ATTACHEMENTS:

Final Reconciliation

SUMMARY STATEMENT:

This contract provided for waterline distribution improvements on the 1200 and 1300 block of Sunrise Street in the City of Kelso. The major work elements being 600 LF of ductile iron water distribution pipe, two fire hydrants, one blow-off assembly, new residential water service connections, one catch basin, 50 LF of 12" HDPE and 83 tons of new HMA pavement restoration.

Work on this project began on September 30, 2013 and ended on October 26, 2013

FINANCIAL SUMMARY:

Original Contract Amount: \$139,884.84
Approved Change Orders: \$3,903.37
Quantity Underrun: \$(15,546.34)
Retainage Amount: \$5,937.12
Final Contract Amount: \$128,241.88
Change in Contract Amount: \$(11,642.96)

RECOMMENDED ACTION:

Staff recommend approving the reconciliation and accepting this project as complete.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Police Vehicle Purchase
Discussion.

Agenda Item: _____

Dept. of Origin: _____ City Council _____

For Agenda of: _____ April 15, 2014 _____

Originator: _____ Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

SUMMARY STATEMENT:

The Police Department is requesting the purchase of a 2014 Dodge Charger patrol vehicle and a 2014 Ford SUV interceptor (will serve as Captain admin/response vehicle) to replace high mileage vehicles. Prior to the recession, the Police Department would typically acquire two to three vehicles annually, but budget cuts and FTE reduction has allowed the Department to temporarily reduce the acquisitions to one vehicle per year. Median mileage for the fleet is over 70,000 per vehicle with three emergency vehicles over the 100,000 mile mark. One new patrol vehicle already provided for in the 2014 budget was purchased earlier this year.

The additional vehicles were not budgeted for 2014 due to uncertainty in status of the 2013 general fund ending balance. The 2013 surplus was great enough to provide an opportunity to invest in new equipment and vehicles without adding significant recurring expenses. The total for the two vehicles is estimated at \$71,000 in accordance with the 2014 Washington State bid. Five vehicles are anticipated to be surplus for trade-in, with the proceeds to be used to offset the cost of the new vehicles.

A budget amendment is not necessary at this time as the general fund has capacity to absorb the additional expenditures at this point in the fiscal year; however, staff is requesting Council consensus to approve these purchases outside of the regular budget process.

RECOMMENDED ACTION:

Staff is seeking Council consensus to purchase two additional Police Department vehicles for general operations in 2014.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Amendment to City
Manager Employment Agreement.

Agenda Item: _____

Dept. of Origin: _____ City Council _____

For Agenda of: _____ April 15, 2014 _____

Originator: _____ David Futcher _____

PRESENTED BY:

Mayor David Futcher

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Amendment No. 2 to City Manager Employment Agreement
City Manager Evaluation Final Report

SUMMARY STATEMENT:

The City's employment agreement with the City Manager allows for the reimbursement of personal vehicle mileage in accordance with the Kelso Employee Handbook and established personnel policies. The official vehicle the City has provided for the Manager's use is proposed to be transferred to the Police Department to replace a detective's vehicle that has reached the end of its useful life in lieu of purchasing a new vehicle for the department. The proposed amendment to the Manager's employment agreement acknowledges the need for him to have exclusive and unrestricted use of a vehicle in the course of business and would authorize a monthly \$300.00 allowance for the use and maintenance of his personal vehicle on City business within Cowlitz County.

Additionally, the City is reviewing its policies for the provision and use of mobile phone and data devices for eligible City employees. The "BYOD" (Bring Your Own Device) concept is an accepted and established concept in the public and private sectors. The concept allows for the issuance of stipends to employees to purchase or otherwise supplement the purchase of personal mobile phones and data services which can be used in the course of City business. Implementation of this policy would reduce the time and expense of administering phone/data plans and maintaining inventory accountability. The proposed amendment to the employment agreement authorizes a monthly \$80.00 allowance for the Manager to secure adequate phone and data services that ensure his availability and accessibility both during and after regular business hours. A "not-to-exceed" hardware allowance of \$200 every two years is also authorized.

All other terms of the Employment Agreement as amended will remain in effect.

OPTIONS:

- 1) Move to approve Amendment No. 2 to the City Manager Employment Agreement.
- 2) Do not approve the amendment.
- 3) Negotiate alternatives to the proposed amendment.

**AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT
STEPHEN A. TAYLOR**

THE AGREEMENT, made and entered into on the 1st day of September, 2012, by and between the City of Kelso, Washington, a municipal corporation, hereinafter called 'Employer', and Stephen A. Taylor, hereinafter called 'Employee', is hereby amended as follows:

Section 7. Automobile

~~The Employee is entitled to receive mileage allowance in accordance with City of Kelso policy and procedures.~~

Section 7. Transportation for City Business

Employee's duties require that he shall have the exclusive and unrestricted use of an automobile during his employment. Employee shall provide his own automobile for customary business travel within Cowlitz County. Employer agrees to pay Employee a monthly automobile allowance of Three Hundred Dollars (\$300), made available on the last day of each month. Employee agrees to generally use his vehicle on City business, excepting when and if his vehicle is temporarily unavailable or unsuitable for City business or the travel being conducted. When the Employee uses his vehicle for City business travel outside Cowlitz County, Employer shall reimburse Employee at the maximum rate per mile provided in accordance with Internal Revenue Service regulations then in effect.

Section 16. Other Terms and Conditions of Employment

4. Employee's duties require that he be accessible by telephone and electronic mail during regular hours and after hours both within his primary office location and offsite. Employer agrees to pay Employee a monthly allowance of Eighty Dollars (\$80), made available on the last day of each month, for mobile telephone and data services. Additionally, Employer agrees to reimburse Employee up to Two Hundred Dollars (\$200) once every twenty-four (24) months for the purchase of mobile phone hardware compatible with Employee's business needs.

All other terms and conditions of the Agreement dated September 1st, 2012, and as subsequently amended, shall remain in full effect.

EFFECTIVE DATE OF THIS AMENDMENT: The 1st day of May, 2014.

Stephen A. Taylor Employment Agreement

EMPLOYER:
City Council

EMPLOYEE:

David Futcher, Mayor

Stephen A. Taylor

Date: _____

Date:_____

ATTEST:

APPROVED AS TO FORM ONLY:

Brian Butterfield, Clerk Treasurer

City Attorney

Blogs / Information Technology in Local Government / What's BYOD...and Why It Might Make You Want to BYOB

What's BYOD...and Why It Might Make You Want to BYOB

August 13, 2013 | 4:25 PM

One of the current buzzwords in information technology is "BYOD." This is an acronym for "Bring Your Own Device," a.k.a. "BYOT," or "Bring Your Own Technology."

The concept of BYOD is that organizations should encourage employees to bring their own technology devices to use at work. These devices could range from aged cell phones to high end laptops, plus also now tablets (e.g., iPads) or anything else on the range in between.

Of course, employees have been coming to work with these devices since they were first invented, and particularly in the case of cell phones and now smart phones it would be hard to stop them. A formal BYOD policy simply acknowledges this trend but then takes the next big step of figuring out how the employees can use these devices to do their daily work.

Industry gurus and technology vendors are providing guidance on implementing BYOD, on the assumption that you are already convinced you must do this. But must you?

Implementation of BYOD has a number of implications:

- Personal devices must be able to connect to the organization's wired network but more importantly the **wireless network**, using Wi-Fi ability. This may require adding wireless access points to the network.
- Devices of different types must be able to access the organization's **e-mail** system, but more significantly...
- Devices must be able to access the organization's **data systems**. This is a particular challenge from a software compatibility standpoint, since data applications typically assume that the devices using them have a standard version of the operating system (typically, Windows), web browser, Java, etc. So access of the data applications by devices with other types of software may not work well or may not work at all.
- The same **security** protections that standard devices work under need to be extended to the BYOD devices.
- Support staff members need to be able to provide **support** for the diverse range of devices.



Thanks to the jQuery Foundation.

A problem with all of this is that it creates what is arguably an unnecessary workload for the already overworked information technology staff. And what if an employee really does need some kind of mobile device to properly do his or her job but is unwilling or unable to bring their own? This may be the biggest problem with BYOD—it diverts attention from the organization's responsibility to provide the needed tools to all its employees.

What I'm leading up to, of course, is that what the government is entitled to say, and I feel generally should be saying, is DBYOD—*don't* bring your own device. Instead, the government should adopt an aggressive policy of saying don't bring your own device because *we will issue you the appropriate devices* needed for you to excel at doing the important work of our organization, and these devices will be drawn from a standard set of devices that work seamlessly with our applications and that we can easily support.

You may encounter objections such as, "I'm constantly in meetings, and I need my iPad to take notes and occasionally check e-mail." The response of the organization should be, "If so, let us issue you a laptop that will be more tied into the organization's file storage and will generally allow you to have better technology support in your meetings."

Same thing with phones. If an employee is on the move and constantly needs to make work calls when away from the desk, then the organization should issue a standard work phone.

The extra cost of issuing work devices rather than having employees bring their own should be viewed as simply part of the cost of doing business—and may be offset by the elimination of the need to provide BYOD support. But more importantly, it will allow the job to be done better.

One slight concession to BYOD for employees would be to offer "guest" access on the organization's wireless network. This could be done in a way that wouldn't compromise security and would be greatly appreciated by employees such as firefighters who might not normally be issued any device but who might make reasonable use at work of personal laptops and tablets. This guest ability could also be extended to benefit citizens in your government's buildings—so anyone in the facilities, employees or just citizens, can access the network.

This is a little bit of a contrarian view, going against the current BYOD tide, so as always please comment if you don't agree or have something additional to add. In future weeks I'll try to talk more about how the use of mobile devices is bringing about big changes in the government workplace.

P.S. – The issue of BYOD also exists in the K-12 school system, and school districts are scrambling to accommodate kids dragging in their devices. It probably won't surprise you that I feel the answer here is the same as for governments, but with a twist—we're at a point in the evolution of our educational system where we simply need to issue a standard device to *every student*, or what's called 1:1, one device for one student.

COMMENTS



Anonymous said

Aug 15 2013

I completely agree with your analysis of the current BYOD system, and believe that governments, as simply a cost of doing business, should supply the appropriate devices for an employee to conduct their work. One other consideration is also varying state public records laws. I currently work for a Florida county, and we recently encountered problems with individuals using personal devices to conduct county business, but were not retaining documents that were considered public records. With the DBYOD

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Amendment to the Interlocal Agreement for Building Services – City of Longview

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: April 15, 2014

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Interlocal Agreement – City of Longview Building & Planning Services

SUMMARY STATEMENT:

On December 3, 2013 the City entered into an Interlocal agreement with the City of Longview establishing an on-call, ongoing relationship with Longview to conduct plan review, building code enforcement, and inspections. At this time the City is in need of an expanded scope of services to include current planning services. The expanded services are contained in section 6 of the new agreement and include "site plan review, zoning code review and interpretation, zone change requests, SEPA review (threshold determination, checklist review, and determination preparation), shorelines development permit and critical areas review for development applications received by the City." The hourly rates for this service are included in Exhibit A to the agreement.

If approved by the Kelso City Council, Longview will take up the agreement for consideration on April 24th. Services can be performed under the agreement immediately upon adoption by the legislative bodies of both entities.

RECOMMENDED ACTION:

Move to approve the amendment to Interlocal Agreement with the City of Longview for Building & Planning Services.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF LONGVIEW & KELSO, WASHINGTON
RELATING TO BUILDING CODE ADMINISTRATION, PLANNING, PLANS
EXAMINATION, & BUILDING INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into between the CITY OF LONGVIEW, hereinafter "Longview", and the CITY OF KELSO, hereinafter "Kelso".

WHEREAS, Kelso and Longview are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Longview's Community Development Department maintains building and planning divisions that regularly enforces and administers the building code requirements, reviews building permit applications, planning actions, and conducts building inspections; and

WHEREAS, Kelso desires to utilize the resources of Longview to assist Kelso in performing building code administration, plan review, current planning and zoning review, and building inspection; and

WHEREAS, Kelso has agreed to compensate Longview for performing these services; and

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between Kelso and Longview as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework, roles, and responsibilities in order to have Longview perform building code administration, plan review, current planning and zoning review, and inspection services for the City of Kelso for payment.

2. Services-Generally.

2.1. Approval and Priority. All services provided by Longview to Kelso, as detailed in this Agreement, will be performed by Longview's Community Development staff ("Longview Staff") as approved and directed by Longview's Community Development Director (the "Longview Director") or Longview's Building Official ("Longview Building Official") and subsequent to regularly assigned duties for Longview staff.

2.2 Joint Procedures. The Community Development Directors for each party shall develop mutually agreeable procedures for the notification, transmittal, review, and communication regarding the services performed under this agreement. The Directors will periodically review these procedures and confer as needed to address any issues that arise in the administration of this Agreement. In the event of a dispute regarding the interpretation, application, or performance of these procedures or this agreement, the City Managers of each party shall meet to attempt to resolve the dispute prior to the dispute resolution process set out in Paragraph 12.2

3. Building Official Services. The Kelso Community Development Director (“Kelso Director”) shall perform the duties of Kelso Building Official to enforce and administer the provisions of the Kelso building code and render interpretations of the code in accordance with the adopted construction codes.

3.1 Kelso’s Building and Planning staff will perform permit intake, application administration and monitoring, and permit issuance for Kelso.

3.2 Upon request, Longview will provide Building Official services to Kelso to assist the Kelso Building Official in accordance with the current construction codes as adopted and amended by the State of Washington and Kelso.

3.3 Longview’s Staff will perform building plan review and inspections, and/or building code enforcement duties upon request by Kelso and pursuant to the procedures provided in this Agreement.

4. Building Plan Review Services. Longview Staff will review plans for code compliance upon request and in accordance with the current construction codes as adopted and amended by the State of Washington and Kelso.

4.1 Kelso shall submit requests for any plan review services to the Longview Director, or his/her designee.

4.2 Plans shall be reviewed and returned to the applicant within the timeframes established for such review by Kelso’s applicable municipal code sections.

4.3 If approved, Longview’s Staff will indicate in writing that the drawings have been reviewed for code compliance. Approved sets of plans shall be returned to Kelso for issuance.

4.4 Longview’s Director will assign appropriate staff to attend meetings as requested by Kelso, such as pre-application meetings and pre-submission meetings.

5. Building Inspection Services. Longview Staff shall perform building inspections, including building, plumbing, and mechanical inspections, upon request. The governing codes used for

inspection shall be those adopted by Kelso within Chapter 15.03 of the Kelso Municipal Code as amended. Inspections will be performed according to the regular inspection schedule set by the Longview Director in coordination with the Kelso Director. Procedures shall be established and agreed upon by both parties for 1) the notification of Longview's designated staff of inspections waiting to be scheduled, 2) the regular conduct and completion of building inspections, and 3) the notification of Kelso staff of inspection status and disposition.

6. Current Planning Services. Longview Staff shall perform current planning services, upon request, including site plan review, zoning code review and interpretation, zone change requests, SEPA review (threshold determination, checklist review, and determination preparation), shorelines development permit and critical areas review for development applications received by the City. The services shall be performed in coordination with City staff and all determinations shall be approved and issued by the Kelso Director. Procedures shall be established and agreed upon by both parties for 1) the notification of Longview's designated staff of applications and projects waiting for review, 2) the regular conduct and completion of current planning review, and 3) the notification of Kelso staff of review status and recommended actions.

7. Term of Agreement. This agreement shall become effective immediately upon ratification by both legislative bodies of the City of Kelso and the City of Longview and shall continue indefinitely unless terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.

8. Payment to Longview. In consideration of this Agreement and the services provided, Kelso shall pay Longview an hourly rate for all services provided by Longview under this Agreement, as listed in Exhibit A. Payments for services rendered shall be made by Kelso each month within thirty (30) days of receipt of the billing statement from Longview.

8.1 Billing Statement. Longview shall submit a monthly statement to Kelso that shall contain the following:

- a. Date of service
- b. Hours of work

8.2 Billing Statement Dispute. In the event that there is a dispute regarding the amount of money owed by Kelso to Longview, staff shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the Cowlitz County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute. Kelso shall be required to pay Longview

regardless of whether Kelso is paid or collects fees for the services that involved the work of Longview. Payments for services rendered shall be made by Kelso each month within thirty (30) days of receipt of the billing statement from Longview.

9. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by Kelso shall remain the property of Kelso, and any property owned by Longview shall remain the property of Longview.

10. Independent Contractor. The Parties understand and agree that Longview is acting hereunder as an independent contractor and shall maintain control of all Longview employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All Longview personnel rendering service hereunder shall be, for all purposes, employees of Longview, although they may from time to time act as officers of Kelso.

11. Termination.

11.1. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.

11.2. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

11.3. Termination for Breach. Longview may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Kelso to make payments as required by this Agreement. Kelso may terminate this Agreement upon fourteen (14) days advance written notice in the event Longview fails to provide services as required in this Agreement except disputes handled per Section 7.2.

12. Indemnification and Hold Harmless. Longview agrees to defend, indemnify, and hold harmless Kelso, and each of its employees, officials, agents, and volunteers, from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Longview or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Longview or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

Kelso agrees to defend, indemnify, and hold harmless Longview and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Kelso or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Kelso or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The rights, duties and obligations set forth in this section 12 (Indemnification and Hold Harmless) survive termination or expiration of this agreement.

13. Miscellaneous.

13.1. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.2. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Cowlitz County Superior Court, Cowlitz County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

13.3. Assignment. Any assignment of this Agreement by either party

without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

13.4. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each City.

13.5. Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

13.6. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

13.7. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

13.8. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

13.9. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

Dated: _____

City of Longview

By: _____

City Manager

Dated: _____

City of Kelso

By: _____

City Manager

Attest: _____

City Clerk

Attest: _____

City Clerk

Approved as to form:

City Attorney

Approved as to form:

City Attorney

A. EXHIBIT A

BUILDING/PLANNING DEPARTMENT SERVICES FEES

2013 Hourly Rates (includes veh/equip costs)

Building Official	...69.00
Field Inspector	...59.00
Plans Examiner	...55.00
Current Planner	...61.00

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE
CITY OF KELSO AMENDING THE KELSO
MUNICIPAL CODE TO UPDATE
REQUIREMENTS FOR INSURANCE
ASSOCIATED WITH CITY PROGRAMS

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: April 15, 2014 _____

Originator: _____

City Attorney: Janean Parker

City Manager: Steve Taylor

PRESENTED BY:

Steve Taylor

Agenda Item Attachments:

Ordinance

SUMMARY STATEMENT:

The proposed ordinance is a housekeeping item identified by staff through a continued effort to update the City's code. Currently the City has insurance requirements listed as conditions for obtaining a license to operate a dance hall, merchant patrol, private detective, private security operator, and taxicab business. The City's insurance provider has advised removing these conditions in addition to increasing the amounts of insurance required for obtaining a fireworks permit and adding language that requires the City to be named as an additional insured party when procuring insurance for registering a dangerous dog.

RECOMMENDED ACTION:

Make a motion to approve the Ordinance on second reading removing insurance requirements in sections 5.20.120, 5.40.020, and 5.60.030 and amending insurance requirements in sections 6.04.252 and 8.20.050 of the Kelso Municipal Code.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KELSO AMENDING THE
KELSO MUNICIPAL CODE TO UPDATE REQUIREMENTS FOR
INSURANCE ASSOCIATED WITH CITY PROGRAMS**

WHEREAS, the Kelso Municipal Code currently requires, as a condition precedent to certain licenses and permits, the applicant to obtain liability insurance for damages; and

WHEREAS, for business licensing regulations, the insurance provisions are out of date and are not recommended at this time by the City's insurance provider; and

WHEREAS, the City Council wishes to remove insurance requirements for business licensing applications and to amend certain insurance provisions of the Municipal Code to update the insurance requirements;

NOW, THEREFORE,

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

SECTION 1. AMEND KMC 5.20. That Chapter 5.20, Dance Halls, created by Ordinance 3023 and more particularly, KMC 5.20.120 is hereby amended to provide as follows:

5.20.120 Indemnification.

A. The licensee shall indemnify and hold the city harmless from any losses, claims, actions or damages suffered by any person or persons by reason of or resulting from any negligence of the licensee or its agents, employees or patrons or on account of any act or omission of the licensee in its exercise of its license or use or occupancy of the premises. In the event any suit or action is brought against the city, the licensee shall, upon notice of the commencement thereof, defend the same, at no cost and expense to the city, and promptly satisfy any final judgment adverse to the city or to the city and the licensee jointly; provided, that in the event the city determines that one or more principles of governmental or public law are involved, the city retains the right to participate in such action. The above liability shall not be diminished by the fact, if it be fact, that any such death, injury, damage, loss, cost or expense may have been, or may be alleged to have been, contributed to by the negligence of the city or its officers, employees or agents; provided, however, that nothing contained in this section shall be construed as requiring the licensee to indemnify the city against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the city or its officers, employees or agents.

~~B. 1. As a condition precedent to obtaining a license, the licensee shall, at no expense to the city, secure and maintain during the full term agreement, general comprehensive liability insurance issued by one or more companies authorized to do business in the state, which insurance shall be subject to the approval of the city attorney as to company, form, coverage, and which insurance must fully protect the city from any and all claims and risks in connection with any activity performed by the licensee by virtue of this agreement and provide the following minimum coverage:~~

~~a. One hundred thousand dollars per person, per occurrence;~~

~~b. One million dollars annual aggregate;~~

~~2. The policy must specifically name the city as an additional insured thereunder in the following manner:~~

~~“The City of Kelso is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy and for any claim, suit, injury, death, damage or loss of any sort sustained by a person, organization or corporation in connection with any activity upon or use or occupancy of establishments regulated by this section.”~~

~~“The coverage provided by this policy to the City or any other named insured shall not be terminated, reduced, or otherwise changed in any respect without providing at least thirty days prior written notice to the City Attorney.”~~

~~C. The licensee shall deliver to the clerk treasurer a copy of all policies required under this provision and all endorsements thereto or other evidence to the reasonable satisfaction of the city attorney that the licensee has secured or renewed and is maintaining insurance as required by this section.~~

~~D. The procuring of the insurance required by this section shall not be construed to limit licensee's liability under this chapter.~~

~~E. Licensee shall provide for the prompt and efficient handling of all claims for injury, death, damages or loss arising out of the acts or omissions of licensee during the term of this section.~~

SECTION 2. AMEND KMC 5.40.

That Chapter 5.40, Merchant Patrols, Private Detectives and Private Security Operators, created by Ordinances 3008, 3036, 3563, and 3579 and more particularly, KMC 5.40.020 is hereby amended to provide as follows:

5.40.020 Business license—Required.

A. It is unlawful for any person, partnership or corporation to engage in the private detective business or in the business of being a private security operator without being the holder of a valid and subsisting license, issued under the provisions of this chapter, to be designated as a security-related business license. Every such license shall expire at the end of the calendar year in which the same is issued and shall be nontransferable; provided, however, only the business owner or operator shall be required to obtain such a license.

~~B. In addition to the requirements of this section, a condition to the issuance of such license shall be that the applicant be licensed by the county and demonstrate that the insurance requirements required by the county are in full force and effect and that such coverage includes work performed within the city. In the event the applicant is not licensed by the county, such applicant shall obtain similar coverage applicable to the city and provide evidence of such at the time of application.~~

SECTION 3. AMEND KMC 5.60. That Chapter 5.60, Taxicabs, created by Ordinance 3016 and more particularly, KMC 5.60.030 is hereby amended to provide as follows:

5.60.030 Vehicle—Licensing—Inspection and insurance.

Every holder of a master taxicab license shall license each vehicle he operates pursuant to the following:

A. Each such vehicle shall be subject to an annual licensing fee of ten dollars.

B. Every holder of a master license shall before putting any vehicle into operation file with the clerk-treasurer a certificate of inspection showing that any such vehicle licensed pursuant to this chapter has been inspected by a reliable automotive concern approved by the chief of police and to be certified as safe for taxicab operation by the automotive concern. Each twelve months thereafter the vehicle must be reexamined by a reliable automotive concern and recertified as to safety of operation pursuant to the terms and conditions of this chapter. ~~Every licensee shall, before commencing operation, file with the clerk-treasurer a liability and property damage insurance policy, issued by an insurance company authorized to do business in the state, providing for property damage insurance in a sum of not less than twenty five thousand dollars and for personal liability insurance in a sum of not less than one hundred thousand dollars for the injury of one person and three hundred thousand dollars for the injuries resulting from any one accident.~~

C. In addition to the inspections provided in this chapter, all vehicles operating under the authority of this chapter shall be available for inspection at any time and at any place by the chief of police who shall order any taxicab to cease operation immediately if, in his determination, the vehicle is in an unsafe condition, and shall notify the operator or driver in writing thereof. It is unlawful for any operator or driver to drive or operate any taxicab without complying with the certification ~~and insurance~~ procedures set forth in this section, or which is in an unsafe condition or without proper equipment, as determined by the chief of police. It is further unlawful to fail to comply to any written notice by the chief of police to make certain corrections on any taxicab.

SECTION 4. AMEND KMC 6.04. That Chapter 6.04, Animal Control, created by Ordinances 3310 and 3704 and more particularly, KMC 6.04.252 is hereby amended to provide as follows:

6.04.252 Dangerous or potentially dangerous dogs—Compliance with state law required—Registration—Fees.

It is unlawful for any person to own or harbor a dangerous dog or potentially dangerous dog, except in conformance with Chapter 16.08 RCW, or as amended, and in conformance with this chapter.

A. It is unlawful for an owner to have a dangerous or potentially dangerous dog in the city without a certificate of registration issued under this section. The registration fee for dangerous dogs shall be in addition to the registration and tag fees required in Section 6.04.040. This section shall not apply to dogs used by law enforcement officials for police work.

B. The animal control authority shall issue a certificate of registration to the owner of a potentially dangerous dog upon payment of the annual registration fee of one hundred dollars if such registration occurs before July 1st, or fifty dollars if such registration occurs after July 1st.

C. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents to the animal control authority sufficient evidence of:

1. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign that informs children of the presence of a dangerous dog. For purposes of this chapter, the term “proper enclosure” of a dangerous dog means, while on the owner’s property, a dangerous dog shall be securely confined indoors or in a securely closed and locked pen or structure suitable to prevent the dog from escaping, and shall also provide protection from the elements for the dog;

2. One of the following:

a. A surety bond issued by an insurer qualified under Chapter 48.28 RCW, in a form acceptable to the animal control authority, in the sum of at least two hundred fifty thousand dollars, payable to any person injured by the dangerous dog, or

b. A policy of liability insurance , such as homeowner’s insurance or a comparable policy, issued by an insurer a company authorized to do business in Washington, and qualified under RCW Title 48, which insurance shall be subject to the approval of the city attorney and shall provide in the coverage in an amount of at least two hundred fifty thousand dollars, insuring the owner for any personal injuries inflicted by the dangerous dog; The policy must specifically name the city as an additional insured party thereunder and provide that the policy shall not be terminated without providing at least thirty days prior written notice to the City.

3. Payment of the annual registration fee of two hundred fifty dollars if such registration occurs before July 1st, or one hundred twenty-five dollars if such registration occurs after July 1st.

SECTION 5. AMEND KMC 8.20.

That Chapter 8.20, Fireworks, created by

Ordinance 3040 and more particularly, KMC 8.20.050 is hereby amended to provide as follows:

8.20.050 Permit—Certificate of insurance coverage.

All applications for permits pursuant to this chapter shall be accompanied by a certificate of insurance coverage evidencing the carrying of a comprehensive general liability insurance policy, issued by a company authorized to do business in Washington, and shall provide ~~with~~ a minimum coverage of ~~five hundred thousand dollars and~~ one million dollars for bodily injury liability for each person ~~and event~~per occurrence, respectively, and ~~not less than five hundred thousand~~two million dollars ~~annual aggregate~~for property damage liability for each event. Such general liability policy shall name the city as an additional ~~named~~ insured party, must be in full force and effect for the duration of the permit, and shall include a provision prohibiting cancellation of said policy without thirty days' written notice to the city. The policy and certificate shall be in a form approved by the city attorney.

SECTION 6. 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 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect 5 days after its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2014.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____