

Kelso City Council Agenda

Regular Meeting, 6:00 pm
March 3, 2015
City Hall, Council Chambers
203 South Pacific
Kelso, WA 98626



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

Invocation:

Pastor Vonda McFadden, Kelso First United Methodist Church

Roll Call to Council Members:

1. Approve Minutes:

1.1. February 17, 2015 – Regular Meeting

2. Presentation:

2.1. Public Works Annual Report

3. Consent Items:

4. Citizen Business:

5. Council Business:

- 5.1. Contract – Consultant Services, W. Main Streetscape Project
- 5.2. Interlocal Agreement – Cooperative Purchasing
- 5.3. Contract Amendment – Planning Services, Gregg Dohrn & Associates
- 5.4. 2015 Supplemental Spending Discussion
- 5.5. 2015 Budget Goals and Actions Plan

6. Action/Motion Items:

- 6.1. Ordinance, 2nd Reading
 - 6.1.1. Amend KMC Chapters 5.03 and 17.08, Clarifying Marijuana Land Use

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Other Items:

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

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 Todd McDaniel, Rick Roberson, Dan Myers, David Futcher, Gary Schimmel, and Gary Archer. Councilmember Jared Franklin was absent.

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Approve the Minutes of 2/3/15 Regular Meeting,' motion carried, all voting yes.

CONSENT AGENDA:

1. **Contract Closeout:** 2014 CHAP Street Overlay, Lakeside Industries, Inc.
2. **Auditing of Accounts:** \$2,139,215.63

Upon motion by Councilmember Myers, seconded by Councilmember Roberson, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$2,139,215.63,' motion carried, all voting yes.

CITIZEN BUSINESS:

Chuck Hendrickson, Love Overwhelming Executive Director, provided a progress report on the low barrier shelter service provided at 304 Cowlitz Way.

Nancy Nazareth, 602 Academy Street spoke about the proposed comprehensive update plan.

Ken Wood, 748 Marine View Drive, Longview, spoke about the water consumption at one of his rentals in Kelso. He asked about what happens to 20-year-old water meters. Public Works Superintendent Randy Johnson will follow up with the question regarding the meter.

COUNCIL BUSINESS:

Citywide LED Streetlight Conversion Project - Department of Enterprise Services (DES) and Ameresco, Inc.: Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Authorize the City Manager to execute the contracts with the DES and Ameresco, Inc. and secure a low-cost loan for the project' Motion passed, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) Clarifying Marijuana Land Use: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel,

seconded by Councilmember Roberson, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTERS 5.03 BUSINESS AND OCCUPATION TAX, AND 17.08 DEFINITIONS TO CLARIFY THAT MARIJUANA PRODUCTION, PROCESSING, AND RETAILING IS NOT AN AGRICULTURAL USE AS DEFINED BY TITLE 17 AND TITLE 5 OF THE KELSO MUNICIPAL CODE.’ Motion passed, all voting yes.

Ordinance No. 15-3840 – Adopt Comprehensive Plan Update: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, ‘Adopt Ordinance No. 15-3840, ‘AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON ADOPTING AN UPDATED COMPREHENSIVE PLAN AND UPDATED FUTURE LAND USE MAP.’ Motion passed, all voting yes.

Resolution No. 15-1133 – CERB Grant Application: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, ‘Pass Resolution No. 15-1133, ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AUTHORIZING SUBMITTAL OF APPLICATION TO THE COMMUNITY ECONOMIC REVITALIZATION BOARD FOR FUNDING THE COSTS OF CONDUCTING A MASTER PLANNING STUDY AND MARKET ANALYSIS FOR INDUSTRIAL-ZONED LANDS.’ Motion carried, all voting yes.

WORKSHOP:

2015 Budget Goals & Actions Discussion: City Manager Taylor delivered a progress report on the 2014 Budget Goals and Action Plan followed by a presentation on the Draft 2015 work plan. Chief of Police Hamilton, Library Manager Cindy Donaldson, and Public Works Superintendent Randy Johnson made requests for the carry-over of funds from 2014. Council gave staff direction to provide a report summarizing the department heads’ requests and the 2015 project goals for consideration and prioritization.

MANAGER’S REPORT:

Steve Taylor: No report.

COUNCIL REPORTS:

Gary Archer: Announced that there will be a fly tying class at the Library.

Gary Schimmel: No report.

Dan Myers: 1) Spoke about prohibiting bow hunting within the city limits. 2) Spoke about the recent removal of trees near the train depot.

Rick Roberson: No report.

Todd McDaniel: Provided an update on the River Cities Transit Board.

David Futcher: No report.

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

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

West Main Revitalization Contract for Consultant
Design Services

Agenda Item: _____

Dept. of Origin: Community Development/Eng

For Agenda of: March 3, 2015

PRESENTED BY:

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

Cost of Item: \$204,999

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Consultant Scope of Work and Fee Estimate

SUMMARY STATEMENT:

The City's West Main Revitalization Project will provide new sidewalks, lighting, pavement repair and landscape elements for three blocks of the street between 3rd Avenue and Cowlitz Way. Completion of the project will create a pedestrian friendly environment that promotes commercial activity and stimulates private investment. On street parking will be maximized to the extent possible.

The contract includes a dedicated effort to engage the business owners on West Main. Design documents should be complete in late summer with a planned fall construction start.

Staff invited five firms from our consultant roster to respond to the proposal request. All five firms provided high quality responses. Each firm was interviewed. At the end of the process the panel selected OTAK as the best firm for this project.

FINANCIAL IMPACT:

Funds for this contract are available from a Rural County Facility Grant of \$170,000 and funds from the City Transportation Benefit District.

RECOMMENDED ACTION:

Staff recommends council make a motion to authorize the City Manager to execute a professional service contract with OTAK, Inc. in the amount of \$204,999.

Exhibit A
City of Kelso
West Main Street Revitalization Project
Scope of Work
March 3, 2015

Introduction

The city of Kelso has engaged Otak to develop a design for the enhancement of West Main Street. The West Main Street Revitalization Project provides for the use of pedestrian accents, lighting, landscaping, and other aesthetic improvements to enhance West Main Street between Southwest 3rd Avenue and West Cowlitz Way (SR 4).

This scope of work is to collect survey data, develop conceptual designs, obtain permits and prepare construction documents for the streetscape improvements on West Main Street.

The design process will assume federal funding and will follow the WSDOT Local Agency Guideline design standards.

Otak's scope of work follows. It was assumed that the City will provide the following items and services:

- Copies of all surveys, engineering drawings, and reports previously prepared by others.
- City utility system maps and storm drain basin maps.
- Existing property and/or business owner contact data held by the City for properties in the project study area.
- Arrangements for public meetings, including meeting place and announcements.
- Rights of entry for survey, cultural resources survey, and geotechnical field work.

Scope of Work

Task I: Project Management

These tasks will include:

Task I.1: Project Management

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Provide management, coordination, and direction to the project team.
- Preparation of a project schedule for project tasks, including individual task milestones, task duration, individual responsibilities of subconsultants and City staff, agencies, utilities, etc. Scope includes up to two (2) updates.

- Monthly progress reports to be submitted with billings. Monthly progress reports will reflect hourly/percent complete progress for each activity and identify budget status and tasks performed to date during the billing period.

Task 1.2: Project Meetings

This task includes:

- Routine project coordination meetings with the City to discuss progress. The meeting schedule will be set up with the city and the consultant, and the frequency will vary depending upon project status. Meeting decisions will be documented and action items will be assigned to ensure timely resolution and be held either by phone or in Otak's Vancouver office (Scope assumes 10 meetings).
- Bi-weekly design team meetings to discuss and manage the project design (Scope assumes 5 meetings).

Deliverables:

- Monthly status reports and invoices.
- Project Schedule in Microsoft Project, with up to two updates.

Task 2.0 Surveying and Mapping

This task is to provide right of way and topographic base maps to be utilized in the engineering design of infrastructure improvements. The limits of survey are as follows:

- Field topographic survey along West Main from Southwest 3rd Avenue to Cowlitz Way from face of building or 10 feet behind the back of walk, where buildings are not present. Pick up top shots at all doorways accessing West Main Street.
- Field topographic survey for 50 feet north and south along each side street, measured from the extension of the existing curb line.
- Field topographic survey along the east curb line of Cowlitz Way for 50 feet north and south of the curb line extension of West Main Street.

Task 2.1 Topographic Survey and Mapping

This task will include the following:

- Prepare notice of field survey for City to issue to property owners adjacent to the corridor.
- Review utility as-built information and contact One-Call and request locations of underground facilities.
- Tie the horizontal location of existing utilities which have been marked or can be seen above ground.
- Field topo of the following:

- Manholes, catch basins and curb inlets.
 - Top and bottom face of curbs and type (curb and gutter vs. vertical curb).
 - Maximum of a 50-foot grid between shots and significant breaks along existing streets.
 - Physical features such as curbs, pavement, walkways, signs, mailboxes, driveways, drainage facilities, striping, and illumination.
 - Face of all structures adjacent to project corridor.
 - Trees over 4-inches in diameter.
 - Striping and signs.
 - Other utilities such as electrical, communication, telephone, gas, water, and related facilities.
 - To the maximum extent possible, planimetric features will be obtained from aerial mapping acquired in 2009.
- Prepare base maps in AutoCAD 2010 format, at 1"= 20' scale.
 - Prepare digital terrain model, and generate contours at 1-foot maximum intervals.
 - Field check base mapping.

Assumptions:

- The One Call Notification Center (1-800-553-4344) will be contacted by Otak a minimum of two working days prior to tying utilities.
- The datum for the surveys provided by Otak will be shown in Washington State Plane coordinates, South zone, NAD 83(91) horizontal and NGVD29(47) vertical datum's, US survey feet units. The Washington State Plane Coordinates will be converted to project datum using appropriate scale factors.

Deliverables:

- AutoCAD electronic files (surface, geometry and DWG).
- Digital terrain model of project area.

Task 2.2 Research and Control

- Utilize field control points from survey completed for West Main Street Realignment project.
- Review utility as-built information and contact One-Call to request locates of underground facilities.
- Densify horizontal and vertical control in the project area using conventional practices as well as RTK and static GPS procedures.
- Develop control point elevations using differential leveling.

Task 2.3 Right-of-Way Development

- Locate and tie existing monumentation within project corridor to allow for right of way resolution. Search for existing monumentation during West Main project resulted in no monuments found.
- Obtain available record of survey and property deed information to assist in resolving the right of way location, which has been recorded since the West Main project in 2009.
- Determine and map existing right-of-way and frontage property information based on monumentation ties and available record survey and deed information, based on West Main project right of way determinations.

Task 2.4 Right of Way Plan

- Prepare a right of way plan per WSDOT LAG manual standards.
- Prepare up to four (4) legal descriptions and exhibits will be provided to support the TCE effort.

Deliverables:

- Right of Way Plan.
- Legal Descriptions and accompanying maps

Task 3 Real Property Services

This task will be performed by Epic Land Services (EPIC) and will include the acquisition of real property interests required to construct the proposed project improvements. For scoping purposes it has been assumed that eleven parcels will require non compensable Temporary Construction Permits (TCP's) and 4 parcels will requirement Temporary Construction Easements (TCE's). All acquisition activities will be in compliance with the *WSDOT Right of Way Manual* and the Uniform Act.

Task 3.1 Project Cost Estimate

This task includes:

- Perform market research and analysis for land and impacted improvements.
- Perform site visits and investigations on each affected parcel.
- Research property ownership data, addresses and other pertinent data for the development of Project Cost Estimate worksheet.
- Complete internal QA/QC of findings, analyses and conclusions in preparation for project submittal.

Assumptions:

- Assumes 4 impacted parcels, all of which require TCE's only.

Deliverables:

- (1) Project Cost Estimate per requirements of *WSDOT Right of Way Manual*.

Task 3.2 Valuations and Administrative Offer Summaries

This task includes:

- Secure title reports to confirm underlying ownership data for TCE parcels.
- Complete comparable sales book for each property type impacted as basis for Administrative Offer Summaries.
- Perform valuations and site visits for land and impacted improvements.
- Complete Administrative Offer Summary forms, per the WSDOT requirements, as basis for Determination of Just Compensation.

Assumptions:

- Valuations are inclusive of 4 individual parcels, each requiring 1 TCE estimated not to exceed \$25,000 per parcel. As such, all 4 parcels requiring TCE's will require Administrative Offer Summary valuations only.

Deliverables:

- 4 Administrative Offer Summaries with Comparable Sales Book for Project.
- 4 Preliminary Title Reports.

Task 3.3 Property Owner Negotiations and Payment Facilitation

This task includes:

- Prepare acquisition files, negotiations diaries, offer packages, required noticing and conveyance documents per the requirements of the *WSDOT Right of Way Manual* and the Uniform Act.
- Initiate property owner negotiations via mail and in person, wherever possible, negotiate settlements, secure executed signatures on all agreements and conveyance documents.
- In the event of counter offers, prepare administrative settlement justifications, where necessary, for City review and approval.
- Submit property owner executed documents to City for final processing and payment facilitation.

Assumptions:

- 4 Parcels will require TCE's, eleven parcels will require Temporary Construction Permits only. No personal property relocations will be required on said parcels.
- City to pay all recording, escrow and/or other fees related to the closing process.
- City to process and deliver all property owner payments.

Deliverables:

- 4 Temporary Construction Easement Documents.
- 11 Temporary Construction Permits.

Task 3.4 WSDOT Certification

This task includes:

- Coordinate pre-appraisal meeting with WSDOT Local Area Coordinator regarding file set-up, regional requirements and project set-up functions.
- Prepare all acquisition files and documentation per WSDOT requirements for final WSDOT review.
- Coordinate WSDOT LAC meeting to review completed acquisition files, respond to inquiries and requests wherever needed.

Assumptions:

- None.

Deliverables:

- None.

Task 4 Environmental Services

These tasks will be performed by Ecological Land Services with support from Otak and will include:

Task 4.1 National Environmental Policy Act Compliance

The project will require compliance with the National Environmental Policy Act (NEPA). This will be done through the completion of the WSDOT Local Agency Environmental Classification Summary (ECS) form supporting a Documented Categorical Exclusion (DCE). It is anticipated that the project will be classified as a DCE and will require discipline reports. However, discipline reports written for the West Main Street Realignment Project will be referred to or included in the discipline reports for this project.

This task consists of the completion of the WSDOT ECS form. It also includes the preparation of supporting documentation to be submitted with the ECS form. These documents include the following:

- Section 106 cultural resources study (See Task 5).
- Endangered Species Act (ESA) no effect letter (see Task 4.2).
- Hazardous materials technical memorandum (See Task 7.4).
- Environmental Justice (EJ) decision matrix and technical memorandum (approximately 5-10 pages in length).

Other discipline areas that will require review as indicated in the ECS form will be analyzed individually for potential impacts to them, and the results will be documented within the appropriate section of the ECS form. These discipline areas include air quality, floodplains and floodways, noise, parks/recreation areas, wildlife refuges, resource lands, rivers/streams, tribal lands, visual quality, water quality/stormwater, and environmental commitments. It is assumed that the ECS documentation required for these disciplines will be limited to 3 to 4 paragraphs each.

Assumptions:

- The project will be classified as a DCE and the Local Agency ECS form will be used to approve the DCE and comply with NEPA for the project.
- WSDOT will require the submittal of discipline reports with the ECS form.
- Section 4(f) documentation or coordination will not be required.
- The ECS form and supporting documentation will require no more than one round of Client review and two rounds of WSDOT review.

Deliverables:

- Preparation of one draft methods and assumptions memorandum (1 electronic copy) for Client review.
- Preparation of one draft methods and assumptions memorandum for WSDOT review (1 electronic copy).
- Preparation of one final methods and assumptions memorandum based on WSDOT comments (1 electronic copy).
- Preparation of one draft ECS form and supporting documentation (1 electronic copy) for Client review.
- Preparation of one draft ECS form and supporting documentation (1 electronic copy) for WSDOT review.
- Preparation of one revised draft ECS form and supporting documentation for WSDOT review (1 electronic copy).
- Preparation of one final ECS form and supporting documentation and submittal to WSDOT (1 electronic copy).

Task 4.2 Endangered Species Act (ESA) Compliance

Compliance with the requirements of the ESA is necessary for the project. Based on the expected avoidance of in-water work and wetland impacts the project team anticipates no impacts to listed species and critical habitats. Therefore, this task is for the preparation of a letter documenting that the project will have no effects to ESA-listed species or to Essential Fish Habitat (EFH) as defined by the Magnuson-Stevens Act. The no-effect letter will be submitted to WSDOT for coordination with the US Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS) (collectively referred to as the Services).

Assumptions:

- This task assumes that the project will avoid in-water work and there will be no impacts to wetlands and/or buffers.
- WSDOT environmental staff will approve the preparation of a no-effect letter for ESA compliance and will not require preparation of a biological assessment or consultation with the Agencies.
- The no-effect letter will require no more than two rounds of WSDOT review and one round of Client review.

Deliverables:

- Preparation of one draft no-effect letter for Client review (1 electronic copy).
- Preparation of one draft no-effect letter for WSDOT review (1 electronic copy).
- Preparation of revised draft no-effect letter for WSDOT review (1 electronic copy).
- Preparation of one final no-effect letter based on WSDOT comments (1 electronic copy).

Task 5.0 Cultural Resources

The objective of this task is to support project compliance with applicable cultural resource/historic preservation mandates, including NEPA, SEPA, and Section 106 of the National Historic Preservation Act (as amended) of 1966. Pursuant to state procedures for Section 106 compliance, cultural resource investigations will be coordinated with the State Area Engineer who is responsible for satisfying the consultation process required under NHPA. Cultural resources studies and documentation will be performed by Heritage Research Associates (HRA) with support from Otak and will include the following:

- Conduct a records review and a background search at the DAHP to confirm that information on any previously recorded archaeological and historical sites is current. In addition, HRA will conduct a search of historical land records, maps, and archives to determine the likelihood of encountering historic resources during the investigation.
- Review conceptual project plans in coordination with the Engineering task leader , WSDOT and City staff to identify areas that may potentially be affected (alignments, staging areas, etc.). HRA will determine whether existing cultural resource surveys have been conducted in those areas.
- Conduct a field investigation (i.e., systematic examination of the ground surface at ten-meter intervals or less) for areas not previously surveyed. Although discovery excavations will not be conducted at this time, HRA shall identify follow up field opportunities for identification of subsurface archaeological deposits that may include hand probing, monitoring of geotechnical drilling, and/or backhoe trenches in advance of construction.

- Conduct a preliminary assessment of historic structures within the APE. Structures 45 years of age and older will be identified within and immediately adjacent to the project area and their potential significance will be noted.
- Prepare a Cultural Resources Discipline Report documenting the background research and field investigation. The report will document the APE, which will be developed with the Consultant's support for WSDOT's approval, and serve as the basis for field investigations. If sites that are potentially eligible for listing in the National Register of Historic Places are identified during the field investigation, recommendations for assessment/evaluation and the need for additional work will be discussed in the report. (This scope is solely for the purpose of site discovery. Any additional work will to be negotiated under a separate scope.) The Discipline Report will discuss the project's potential effects on cultural resources.

Assumptions:

- The field survey will consist of systematic ground coverage at ten-meter intervals. Subsurface discovery measures will not be conducted at this time pending completion of the field survey and an assessment of the need for additional discovery work and the most appropriate methods for implementing a discovery effort.
- WSDOT will send letter(s) initiating tribal consultation and consultation with the SHPO.
- Fieldwork will be completed for one defined APE.
- The APE will be restricted to existing ROW.
- It is anticipated that discovery probes will not be excavated at this time pending confirmation of the need for further archaeological discovery.
- No historical structures will be impacted with this project.
- Due to the highly developed and disturbed nature of the project area, it is assumed that intact archaeological deposits are unlikely to be located within the existing ROW.

Deliverables:

- Draft and Final Cultural Resources Discipline Report.
- Final Washington HPI forms.
- APE for the project distribution to tribes, SHPO by the STATE.

Task 6.0 Public and Stakeholder Involvement Program

These tasks will be performed by Otak and will include the following:

Task 6.1 Provide Briefings to City Council

- Prepare and present materials at one City Council briefing.
- Prepare and submit workshop notes.

Deliverables:

- Adapt materials (display boards and presentations) for use in City Council briefings and/or workshops (two sets)
- Notes to file about discussions in Council workshops/briefings (two sets).

Task 6.2 Conduct Open House Meetings

- Prepare for and facilitate for up to two open house public meetings, one during design and one before construction. The purpose of these meetings will be to present the proposed design and later to convey information about construction timing and procedures. The public meeting format is assumed to be an “Open House” lasting approximately two hours and held in the late afternoon or evening. The meetings would occur at the following milestones:
 - During the design phase
 - Before beginning construction

The City will take the lead in coordinating meeting logistics, including contacting meeting venues/locations to make reservations.

Assumptions:

- The City will provide any existing stakeholder contact lists.
- The City will arrange and pay for printing of public outreach materials.
- Assumes two consultant staff will attend the council workshops and open houses, depending on issues to be covered and expertise needed.

Deliverables:

- Agendas, hand-outs, sign-in sheets, and comment forms for each community open house meeting
- Graphic display boards and presentations for meetings (up to five foam board mounted graphic displays will be prepared for each community meeting)

Task 7.0 Geotechnical Engineering and Hazardous Materials (Apex Inc)

This task will be performed by Apex Companies, LLC and will include:

Task 7.1 Existing Geotechnical and Geologic Documents

- Apex will undertake a review of existing geotechnical and geological information available to their staff. This review will include published geology maps, NRCS soil surveys, and past geotechnical reports for the area.
- Apex will complete a surface reconnaissance of the site. This will consist of walking available portions of the site to observe surface manifestations of geotechnically related issues associated with the proposed site development. The reconnaissance will include

the condition of surface improvements (evidence of past settlement or failure), soil exposures, springs or seeps, and soft ground.

Task 7.2 Geotechnical Field Explorations and Laboratory Testing:

- APEX will complete a subsurface exploration program consisting of drilled borings. The borings will be completed using a small, trailer-mounted drill rig. The maximum depth of the borings will be 20 feet below the existing ground surface. Logs of subsurface conditions will be maintained. Samples will be identified in the field and returned to APEX's office for further classification and testing.
- In addition to the drilled borings, Apex will subcontract the completion of pavement cores to evaluate the existing pavement section.
- Traffic control will be required to complete the borings. Under Subcontract, Apex will provide traffic control which will likely consist of signage and flaggers. In order to minimize traffic control costs, the borings and pavement coring will be completed on the same day. We will also arrange for utility locates in accordance with applicable regulations.
- Laboratory testing will consist of identification tests as well as two California Bearing Ratio (CBR) tests on samples of the roadbed soil.

Task 7.3 Engineering Analysis and Geotechnical Report:

The geotechnical report for the project will contain:

- Subsurface Conditions below the project alignment, including a description of site geology and geologic hazards which may influence design aspects of the project.
- Road corings to determine the depth of asphalt and concrete. These will be conducted to determine both the depth and horizontal extent of the concrete beneath the asphalt and sidewalks.
- Recommendations for site preparation and utility excavation.
- Recommendations for site grading including grading during wet weather.
- Pavement design recommendations.

Task 7.4 Hazardous Materials Corridor Study:

Prepare a hazardous materials corridor study (HMCS) to identify potential sources of contamination that could impact the project. The scope of services for the HMCS will consist of the following components:

- Historical Characterization: Apex will conduct a historical background information search to acquire and review the following materials for the subject property, as appropriate and available within the project timeframe:
 - Aerial photographs

- Topographic maps
- Other material submitted to Apex by the CITY and Otak.
- **Regulatory Agency List Review:** Available and applicable file information from inspections, UST registrations, waste discharge permits, penalties, waste disposal records, and other environmental quality information will be reviewed, as appropriate and readily available in on-line agency databases. Regulatory databases from the Washington Department of Ecology (Ecology), the EPA, and others will be reviewed for the subject property by Environmental Data Resources (EDR). The EDR report will show a summary of federal and state regulatory agency records, a figure of property locations relative to the subject property, and information presented in regulatory agency database lists about the subject property.
- **Site Reconnaissance:** A site reconnaissance of the subject property will be conducted to the extent that there is public access. Photographs and field notes will be taken, as necessary, to document the observations. It is anticipated that much of the reconnaissance will be made from an automobile on public roads. Access to much of the subject property may be limited. The purpose of the site reconnaissance is to observe for indications of hazardous materials, but many features may be subsurface structures (e.g., underground storage tanks) that may not be readily identifiable from the surface.
- **Reporting:** The information and data gathered during the above activities will be documented in a report in a format to be identified by Otak. The report will include photographs and copies of pertinent information acquired during our activities. Additionally, the report will be formatted to serve as a discipline report for inclusion in the NEPA/SEPA documentation.

Deliverables:

- Draft and Final Geotechnical Report
- Hazardous Materials Corridor Study

Task 8.0 Stormwater Analysis

This task will be performed by Otak and will include:

Task 8.1 Stormwater Data Collection

Otak will obtain and review existing information regarding flow patterns, facilities, and water resource deficiencies within the project limits and for the tributary basin. Otak will perform the following work element activities:

- Utilize GIS and site survey information to establish existing drainage basins and flow patterns.
- Conduct a site visit to verify existing stormwater features.

- Review the Natural Resources Conservation Service soil characterization mapping to establish existing soil types.

Task 8.2 Stormwater Alternatives Analysis

The city of Kelso has local and state-level stormwater requirements. This project is exempt from local requirements, as an exemption exists for road projects. Because this project is not creating or replacing over 5,000 square feet of impervious surface, the state requirements can be met by providing onsite stormwater management to the maximum extent practicable.

Otak will develop options for implementing onsite stormwater management using bioretention facilities similar to those used with the West Main Street project and with the Gateway LID Retrofit project. This task includes the following:

- Identify up to five alternative locations for bioretention facilities.
- Develop conceptual layouts and cross sections for stormwater facilities at the alternative sites.
- Discuss potential locations for facilities with the city and determine where facilities will be situated.

Task 8.3 Project Site Hydrologic Analysis/ Stormwater Facility Sizing

Hydrologic models will be developed for estimating flow rates for each bioretention facility proposed for the project site. All facilities will be designed to meet the requirements of the 2005 Ecology Manual. Specifically, the tasks in this section include:

- Delineate catchment and Threshold Discharge Area (TDA) boundaries for each facility.
- Develop existing conditions hydrologic models for each TDA using WWHM or an equivalent hydrology model.
- Develop proposed conditions model for each TDA.
- Determine design flow rates for sizing facilities.
- Size each facility and determine the approximate land area requirements.

Assumptions:

- Stormwater analysis and design will be developed in accordance with the Kelso Engineering Design Manual (latest edition).
- Up to five facilities will be located within the existing road right-of-way.
- The soils within the project area are not receptive to long term infiltration as a means for stormwater disposal.
- Facilities will be designed per the 2005 Ecology Manual.
- Documentation of the facility designs shall be provided in the Stormwater Report.
- No more than two revisions to facilities will be required as part of project development.

Task 8.4 Stormwater Report

A draft and final stormwater report will be prepared describing the analysis in the above tasks. The report will include the following:

- An introduction describing the contents and summary of the analyses.
- Separate sections with narratives for each analysis completed.
- Tables that summarize the data and the results.
- Exhibits depicting facility layout.
- Recommendations.
- Supporting calculations.

The draft report will be submitted to the City for review. Revisions will be made, and a final report will be delivered to the City.

Assumptions:

- An electronic copy and two hard copies will be provided to the City for both the draft and final copies.
- Only one review of the report will be required.
- Report sections are anticipated to include bioretention facility sizing.
- The preliminary report will be submitted with 30 percent plans and the final report will be submitted with the 90 percent plans.

Task 9.0 Roadway Lighting

This task will be performed by DKS and will include the following:

- Conduct a roadway lighting analysis utilizing the AGI 32 software package. Pedestrian scale lighting will be provided to light both the sidewalk and the roadway to meet minimum standards. The analysis will be summarized in a lighting technical memorandum identifying the luminaire being utilized, mounting height, pole spacing, and achieved light levels based on the AGI 32 modeling. DKS will follow WSDOT minimum lighting standard guidelines and the IESNA's American National Standard Practice for Roadway Lighting RP-8-14.
- Provide a draft lighting technical memorandum at the 30 percent design level for review by City Staff. Based on comments from that review, DKS will finalize the roadway lighting analysis and provide a final memorandum. DKS will develop the final PS&E based on comments provided on the lighting design memorandum review.
- Coordinate with the City of Kelso Operations and Cowlitz PUD regarding street lighting power service locations and the location of new light standards within the project area. DKS will research and confirm the locations for all new street lights within the project

area and that proposed light pole locations do not conflict with utilities or proposed street trees.

- Design the conduit, wiring, and pull box system necessary to complete the lighting design. Voltage drop calculations will be conducted to confirm conductors are sized correctly for the proposed lighting circuit loads. It is assumed that special foundation designs will not be required for light poles.

Assumptions:

- Special foundation designs will not be required for light poles.
- The plans, specifications, and engineering cost estimates will be developed under Task 11 of this Scope of Services.

Deliverables:

- Draft AGI 32 output.
- Final AGI 32 output.

Task 10.0 Alternatives Analysis and 30 Percent Design

Task 10.1 Develop Streetscape Concepts and Options

As part of the alternatives analysis and preliminary design process Otak will prepare a palette of concepts and options to be presented at the first open house. These palettes will include:

- Street layout options (locations and configurations of on-street parking including parallel and angled options)
- Texturing options for street intersections
- Lighting options
- Landscaping options along the street frontage

Deliverables:

- Streetscape concepts and options graphics; approximately two to three 22” x 34” sheets of information that can be translated onto larger display boards for public meeting and other purposes.

Task 10.2 Prepare 30 Percent Level Design Drawings

This task is to prepare a 30 percent plan set representing preliminary design for the project area. The plans will reflect preliminary design and detail within the project limits and configuration of the improvements. The plans will include horizontal layouts of the roadway improvements, sidewalks, drainage treatments and elements related to streetscape enhancements (furnishings, street trees, landscaping, and other features).

The plans will be prepared in AutoCAD, using Otak standards. Drawings will generally be comprised of the following components to a 30 percent design level:

- Cover and general information drawings.
- Plan views of horizontal geometry and changes to curbs, sidewalks, and other roadway elements
- Plan views of proposed stormwater facilities.
- Illumination plans.
- Landscape and urban design plans/design development details.
- Pavement marking plans.

The consultant will prepare a construction cost estimate, which will include the construction bid item, unit, quantity, unit costs, and total. Cost estimate to include appropriate contingencies to reflect the level of design complete.

Deliverables:

- Preliminary design package (30 percent) with cost estimate and supporting design information packaged into a report.
- Assume five sets of plans at 11 x 17, along with a supporting cost estimate, and electronic pdf files of all materials.

Task 11.0 Construction Documents

The purpose of this task is to provide engineering design and production support for developing construction plans, specifications, and cost estimates to an increasing level of completion and in accordance with the City of Kelso Design Standards. Each stage of completion will correspond with a submittal to, and review by the City. The final product of this phase will be Construction Plans, Specifications and Estimates (PS&E) ready for bid.

This work element includes the following tasks:

- Develop curb line revisions, street restoration, parking layout, and streetscape features for West Main Street.
- Prepare a traffic modification plan for the West Main Street/5th Avenue intersection to accommodate the new roadway cross-section. Modifications are assumed to only include the relocation of traffic signal heads and pedestrian pushbuttons
- Assemble Special Provisions at the 90% design development stage, and update at the 100% stage.
- Assemble or update quantity summaries and unit bid costs for unique items at each stage of design development.
- Prepare Design Deviation requests for design elements that do not meet the required design parameters listed in the City of Kelso Design Standards. Design Deviations will be prepared and submitted at the 90% Design Stage. One (1) Design Deviation request package is included in this scope of work.

- Make copies of and submit the plans and design documents (plans, contract provisions, cost estimates, and design modifications) to the City for review.
- Attend review meetings at the 90%, and 100% design development stage.
- Plans sheets are assumed to include the following:

| Plan Sheet Name | No. |
|---|------------|
| Cover Sheet | 1 |
| General Notes, Index, and Legend | 1 |
| Typical Sections | 1 |
| Erosion Control Plans and Details | 2 |
| Roadway Plans and Profiles | 4 |
| Grading Details | 4 |
| Traffic Staging Plans | 2 |
| Stormwater Facility Plans and Details | 2 |
| Roadway Illumination Plans | 2 |
| Roadway Illumination Details | 1 |
| Traffic Signal Modification Plan | 1 |
| Traffic Signal Wiring Schematic | 1 |
| Cabinet Wiring Terminations | 1 |
| Controller Terminations | 1 |
| Signal Standard Detail Chart | 1 |
| Traffic Signal Details | 2 |
| Signing and Striping Plans | 2 |
| Signing and Striping Details | 3 |
| Landscape/Streetscape Plans and Details | 4 |
| Total Sheets | 36 |

Task 11.1 90% Design

The purpose of this task is to advance the development of the plans, contract provisions and estimate from the 30% stage to the 90% stage of design development. This task includes the following:

- Refine the horizontal layout of curbs, curb extensions, sidewalks, and driveways prepared during the conceptual design phase. Prepare construction plans for all design elements.
- Develop proposed horizontal alignments, including engineering stationing, horizontal curve control points, and horizontal curve data.
- Develop proposed vertical alignments, including engineering stationing, grades, vertical curve control points, and vertical curve data.
- Develop finished grades for the street and sidewalks.
- Develop proposed lane lines.
- Calculate earthwork quantities using comparison of proposed surface model to the existing ground.

Prepare a traffic modification plan for the West Main Street/5th Avenue.

- Develop construction quantities for pay items included in the project. Otak will maintain a record of quantity calculations and unit cost development to be updated at each subsequent stage of project development.
- Develop planting and streetscape feature plans.
- Prepare typical roadway sections.
- Prepare 90% contract provisions that will consist of WSDOT Amendments, General Special Provisions (GSPs) and Project Special Provisions.
- Develop a project cost estimate based on the 90% Submittal. The 90% estimate will reflect the pay items and quantities as developed at the 90% stage of the project and based on anticipated unit costs. Otak will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information.
- Attend 90% Plan review meeting with City.

Assumptions:

- No geometric changes to the lane geometry will be made to the current lane configuration at the West Main Street/Cowlitz Way intersection.
- The 2014 WSDOT Standard Specifications will be the baseline for developing special provisions for this project.
- The signing and striping will be designed to meet current City of Kelso, WSDOT, and MUTCD Standards.
- The plans that will be developed for the traffic signal modifications will include:
 - A traffic signal modification plan identifying the above ground hardware and only those conduits and conductors that are being modified.
 - Signal Standard Detail Chart.

Deliverables:

- Half-sized (11" x 17") paper sets of the 90% Design plans.
- 90% Special Provisions in hard copy (8 ½" x 11") and electronic form (MS Word).
- 90% Construction Cost Estimate in hard copy (8 ½" x 11") and electronic form (MS Excel).
- Meeting Notes from 90% Plan Review Meeting in electronic format.

Task 11.2 100% and Final PS&E

The purpose of this task is to prepare final plans, special provisions and estimate for bidding. This work element includes the following tasks:

- Update templates, surface model, and other design elements to incorporate comments from the 90% Plan review.
- Update roadway sections according to City comments and refined designs.
- Update plans and add detail to address comments on the 90% Plans.
- The 100% Plans will be routed for a final check by the City to confirm review comments have been addressed prior to issuing the stamped and signed Plan Set. A conference call with the City will confirm the completeness of the Plans or additional edits to be completed. Otak will then submit the stamped and signed set of Plans to the City.
- Prepare the 100% Contract Provisions consisting of Amendments, General Special Provisions (GSPs) and project specific special provisions.
- Prepare the 100% Cost Estimate for the project. Otak will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information.

Assumptions:

- The design will not change substantially after the completion of the 90% Design.

Deliverables:

- Half-sized (11" x 17") paper sets of the 100% Design plans.
- 100% Contract Provisions in hard copy (8 ½" x 11") and electronic format (MS Word).
- 100% Construction Cost Estimate in hard copy (8 ½" x 11") and electronic format (MS Word).
- Final Construction Plans (22" x 34") on bond paper, stamped and signed.
- Final Contract Provisions, with cover sheet stamped and signed.
- Final Construction Cost Estimate.

Task 12.0 Management Reserve

The task provides for a reserve fund to be used at the discretion of the City for tasks not contemplated in this scope of work. Funds associated with this task are only to be used with written (email acceptable) authorization from the City.

Kelso West Main Street Revitalization Project

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Otak Project # 13564.E

| Task | Description | Otak | DKS | ELS | EPIC | APEX | Heritage | Lochner | Total Hours | Total Budget by Task |
|-----------|---|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------|-------------|----------------------|
| 1 | Project Management | | | | | | | | | |
| 1.1 | Project Management | 32 | 13 | 20 | | | | | 65 | \$8,279 |
| 1.2 | Project Meetings | 48 | 5 | 10 | 20 | 4 | | | 87 | \$11,156 |
| 2 | Survey and Mapping | | | | | | | | | |
| 2.1 | Topographic Survey and Mapping | 144 | | | | | | | 144 | \$11,484 |
| 2.2 | Research and Control | 32 | | | | | | | 32 | \$2,958 |
| 2.3 | Right-of-way Development | 44 | | | | | | | 44 | \$4,436 |
| 2.4 | Right of way plan | 20 | | | | | | | 20 | \$1,944 |
| 3 | Real Property Services | | | | | | | | | |
| 3.1 | Project Cost Estimate | | | | 20 | | | | 20 | \$1,902 |
| 3.2 | Valuations and Administrative Offer Summaries | | | | 35 | | | | 35 | \$3,428 |
| 3.3 | Property Owner Negotiations and Payment Facil. | | | | 85 | | | | 85 | \$7,038 |
| 3.4 | WSDOT Certification | | | | 28 | | | | 28 | \$2,793 |
| 4 | Environmental Services | | | | | | | | | |
| 4.1 | NEPA | 8 | | 94 | | | | | 102 | \$9,120 |
| 4.2 | ESA Compliance | | | 59 | | | | | 59 | \$5,500 |
| 5 | Cultural Resources | 2 | | | | | 144 | | 146 | \$14,588 |
| 6 | Public Involvement Program | | | | | | | | | |
| 6.1 | Council Workshops | 8 | | | | | | | 8 | \$1,012 |
| 6.2 | Open Houses | 12 | | | | | | | 12 | \$1,288 |
| 7 | Geotechnical Engineering/Hazardous Materials | | | | | | | | | |
| 7.1 | Existing Geotechnical and Geologic Documents | | | | | 8 | | | 8 | \$1,380 |
| 7.2 | Geotechnical Field Exploration and Laboratory Testing | | | | | 10 | | | 10 | \$1,050 |
| 7.3 | Engineering Analysis and Geotechnical Report | 2 | | | | 28 | | | 30 | \$4,273 |
| 7.4 | Hazardous Materials Corridor Study | 2 | | | | 23 | | | 25 | \$2,853 |
| 8 | Stormwater Analysis | | | | | | | | | |
| 8.1 | Stormwater Data Collection | 10 | | | | | | | 10 | \$790 |
| 8.2 | Stormwater Alternatives Analysis | 48 | | | | | | | 48 | \$3,712 |
| 8.3 | Hydrologic Analysis/Facility Sizing | 48 | | | | | | | 48 | \$3,712 |
| 8.4 | Stormwater Report | 28 | | | | | | | 28 | \$2,132 |
| 9 | Roadway Lighting | 2 | 11 | | | | | | 13 | \$1,528 |
| 10 | Alternatives Analysis/30 Percent Design | | | | | | | | | |
| 10.1 | Develop Streetscape Concepts and Options | 52 | | | | | | | 52 | \$4,336 |
| 10.2 | Prepare 30 Percent Level Design Drawings | 124 | | | | | | | 124 | \$12,136 |
| 11 | Construction Documents | | | | | | | | | |
| 11.1 | 90 Percent | 224 | 134 | | | | | | 358 | \$37,832 |
| 11.2 | 100 Percent | 124 | 82 | | | | | | 206 | \$20,988 |
| 12 | Management Reserve | | | | | | | | | \$10,000 |
| | Total Hours | 1014 | 245 | 183 | 188 | 73 | 144 | | 1847 | |
| | Billing Rate | | | | | | | | | |
| | Total Labor Cost | \$109,200 | \$26,350 | \$17,560 | \$16,698 | \$9,620 | \$14,220 | | | \$203,648 |
| | Direct Expenses | \$200 | \$100 | | \$1,724 | \$4,850 | \$800 | | | \$7,674 |
| | Subconsultant Administration | \$3,677 | | | | | | | | \$3,677 |
| | Project Total | \$113,077 | \$26,450 | \$17,560 | \$18,422 | \$14,470 | \$15,020 | | | \$204,999 |

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: *HGAC Buy* Interlocal
Cooperative Purchasing Agreement

Agenda Item: _____

Dept. of Origin: _____ City Council _____

For Agenda of: _____ March 3rd, 2015 _____

Originator: _____ Randy Johnson _____

PRESENTED BY:

Randy Johnson, Public Works Superintendent

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

Houston-Galveston Area Council (HGAC) Buy Interlocal Contract for Cooperative Purchasing
HGAC members in Washington State

SUMMARY STATEMENT:

The Public Works Department is in the process of purchasing an AL-110 palletized roadway-stenciling unit (lane and crosswalk striper) which was included in the 2015 budget, and has found one through a cooperative purchasing group based in Houston, Texas. Purchasing the unit through this cooperative allows the City to forego the bid process and take advantage of public contract pricing. In order to join the cooperative, the City Council must approve the attached agreement. Also attached is a copy of agencies in Washington who are currently members of the cooperative (including the Kelso School District).

OPTIONS:

- 1) Move to approve the Interlocal Contract for Cooperative Purchasing with HGAC Buy.
- 2) Do not approve the agreement.

RECOMMENDED ACTION:

Approve the Interlocal Contract for Cooperative Purchasing with HGAC Buy.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (*local government, agency, or non-profit corporation*)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

* denotes required fields



LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES

INFRASTRUCTURE EQUIPMENT & SERVICES

COMMUNICATIONS EQUIPMENT & SERVICES

GROUNDWORKS FACILITIES & PARKS EQUIPMENT

PUBLIC WORKS EQUIPMENT

EMERGENCY EQUIPMENT & SUPPLIES

CONSULTING LEASING & STAFFING SERVICES

EMERGENCY PREPAREDNESS & DISASTER RECOVERY

COOPERATIVE ENERGY PURCHASING

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INFORMATION ABOUT THE PROGRAM

INTERLOCAL CONTRACT FORM (ILC)



FREQUENTLY ASKED QUESTIONS



JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps For Completion And Processing: Step 1: Fill in all required information, including the date your governing body authorized and print two copies of the appropriate **HGACBuy ILC Form**.

Step 2: Secure signature by an individual with authority to contractually bind your entity.

Step 3: Send both documents with original signatures to HGACBuy at the address indicated on the ILC Form.

Step 4: HGACBuy will execute both copies of the contract and return one to you. **Special Requirements For Non-Profit Corporations:**

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. A letter describing the governmental service(s) that your organization performs. (This requirement does not apply to Volunteer Fire Departments or organizations providing Emergency Medical Services).

Fax copies of Interlocal Contracts will be accepted and processed subject to the same requirements as original documents.



Interlocal Contract Form!!!
(Membership Form for Government End Users)

Click here to download the ILC form to join HGACBuy...



Interlocal Contract Form!!!
(Membership Form for Non - Profit End Users)

Click here to download the ILC form to join HGACBuy...

*Note: ILC form can be filled and printed online.

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LOGIN

| | | | | | | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|------------------------|--------------------------------|--|--|-------------------------------|
| GENERAL PURPOSE & EMERGENCY VEHICLES | INFRASTRUCTURE EQUIPMENT & SERVICES | COMMUNICATIONS EQUIPMENT & SERVICES | GROUND FACILITIES & PARKS EQUIPMENT | PUBLIC WORKS EQUIPMENT | EMERGENCY EQUIPMENT & SUPPLIES | CONSULTING LEASING & STAFFING SERVICES | EMERGENCY PREPAREDNESS & DISASTER RECOVERY | COOPERATIVE ENERGY PURCHASING |
|--------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|------------------------|--------------------------------|--|--|-------------------------------|

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INFORMATION ABOUT THE PROGRAM

LIST OF END USERS

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| End User | City |
|--|---------------|
| Washington | |
| Alderwood Water & Wastewater District (WA) | Lynnwood |
| Battle Ground School District #119 (WA) | Brush Prairie |
| Bethel School District (WA) | Spanaway |
| Chelan County (WA) | Wenatchee |
| City of Anacortes (WA) | Anacortes |
| City of Arlington (WA) | Arlington |
| City of Auburn (WA) | Auburn |
| City of Bellevue Washington (WA) | Bellevue |
| City of Bellingham (WA) | Bellingham |
| City of Buckley (WA) | Buckley |
| City of Chelan (WA) | Chelan |
| City of Clarkston (WA) | Clarkston |
| City of DuPont (WA) | DuPont |
| City of Edmunds (WA) | Edmonds |
| City of Ephrata (WA) | Ephrata |
| City of Everett (WA) | Everett |
| City of Granite Falls (WA) | Granite Falls |
| City of Hoquiam (WA) | Hoquiam |
| City of Kenmore (WA) | Kenmore |
| City of Kennewick (WA) | Kennewick |
| City of Kent (WA) | Kent |
| City of Kirkland (WA) | Kirkland |
| City of Lacey (WA) | Lacey |
| City of Longview (WA) | Longview |
| City of Lynnwood (WA) | Lynnwood |
| City of Marysville (WA) | Marysville |
| City of Mercer Island (WA) | Mercer Island |
| City of Monroe (WA) | Monroe |
| City of Mount Vernon (WA) | Mount Vernon |
| City of Mukilteo (WA) | Mukilteo |
| City of Normandy Park (WA) | Normandy Park |
| City of Okanogan (WA) | Okanogan |
| City of Olympia (WA) | Olympia |
| City of Port Angeles (WA) | Port Angeles |
| City of Port Orchard (WA) | Port Orchard |
| City of Port Townsend (WA) | Port Townsend |
| City of Poulsbo (WA) | Poulsbo |
| City of Pullman (WA) | Pullman, |
| City of Puyallup (WA) | Puyallup |
| City of Quincy (WA) | Quincy |
| City of Renton (WA) | Renton |
| City of Richland (WA) | Richland |
| City of Ritzville (WA) | Ritzville |
| City of SeaTac (WA) | SeaTac |
| City of Seattle (WA) | Seattle |
| City of Sequim (WA) | Sequim |
| City of Spokane (WA) | Spokane |
| City of Sunnyside (WA) | Sunnyside |
| City of Tukwila (WA) | Tukwila |
| City of Union Gap (WA) | Union Gap |
| City of Vancouver (WA) | Vancouver |
| City of Walla Walla (WA) | Walla Walla |
| City of Washougal (WA) | Washougal |
| City of Yakima (WA) | Yakima |
| City of Yelm (WA) | Yelm |
| Clallam County (WA) | Port Angeles |
| Clark County (WA) | Vancouver |
| Clark Public Utilities (WA) | Vancouver |
| Clark Regional Wastewater District (WA) | Vancouver |
| Community College of Spokane (WA) | Spokane |
| County of Pacific (WA) | South Bend |
| Cowlitz County (WA) | Kelso |
| Edmonds School District #15 (WA) | Lynnwood |
| Enumclaw School District (WA) | Enumclaw |
| Eureka Fire Protection District No. 3 (WA) | Prescott |
| Family Services of Grant County (WA) | Moses Lake |
| Franklin Pierce School District (WA) | Takoma |
| Green River Community College (WA) | Auburn |
| Island County Emergency Services Communications Center (I-COM), WA | Oak Harbor |
| Kelso School District No. 458 (WA) | Kelso |
| Kennewick Irrigation District (WA) | Kennewick |
| Kennewick School District (WA) | Kennewick |
| Kent Fire Department RFA (WA) | Kent |
| Key Peninsula Metropolitan Park District dba: Key Pen Parks (WA) | Lakebay |
| King County (WA) | Seattle |
| King County Fire District #28 (WA) | Enumclaw |
| King County Fire District #43 dba Maple Valley Fire and Life Safety (WA) | Maple Valley |
| King County Fire District 45 (WA) | Duval |
| Kitsap County (WA) | Port Orchard |
| Klickitat County (WA) | Goldendale |
| La Center School District (WA) | La Center |

| | |
|---|-----------------|
| Lakehaven Utility District (WA) | Federal Way |
| Lincoln County (WA) | Davenport |
| Mason County (WA) | Shelton |
| Metropolitan Park District of Tacoma (WA) | Tacoma |
| Midway Sewer District (WA) | Kent |
| Mukilteo Water and Wastewater District (WA) | Mukilteo |
| Nine Mile Falls School District (WA) | Nine Mile Falls |
| North Kitsap Fire & Rescue (WA) | Kingston |
| Okanogan County (WA) | Okanogan |
| Pierce County (WA) | Tacoma |
| Pierce County Fire District 6 (WA) | Tacoma |
| Pierce County Fire Protection District No. 2 (WA) | Lakewood |
| Pierce County Fire District 18 aka Orting Valley Fire & Rescue (WA) | Orting |
| Port Authority of Longview (WA) | Longview |
| Port of Everett (WA) | Everett |
| Port of Seattle (WA) | Seattle |
| Port of Vancouver (WA) | Vancouver |
| Public Utility District No. 1 of Chelan County (WA) | Wenatchee |
| Public Utility District No. 1 of Snohomish County (WA) | Everett |
| Renton School District No. 403 (WA) | Renton |
| Skagit County Fire Protection District #2 (WA) | Mt. Vernon |
| Skagit County Fire Protection District No. 5 (WA) | Bow |
| Skagit County Public Utility District No.1 (WA) | Mount Vernon |
| Skagit Transit (WA) | Burlington |
| Snohomish County Fire District #5 (WA) | Sultan |
| Snohomish County Fire Protection District #3 (WA) | Monroe |
| Snohomish County Public Transportation (WA) | Everett |
| South Kitsap Fire & Rescue (WA) | Port Orchard |
| South Sound 911 (WA) | Tacoma |
| Spokane Airport Board (WA) | Spokane |
| Spokane County (WA) | Spokane |
| Spokane County Fire Protection District #9 (WA) | Mead |
| Spokane Valley Fire Department (WA) | Spokane Valley |
| Sumner School District #320 (WA) | Sumner |
| Thurston County Fire Protection District 8 (WA) | Olympia |
| Union Gap School District #2 (WA) | Union Gap |
| Whatcom County Fire District 8 (WA) | Bellingham |
| Whitman County (WA) | Colfax |
| Yakima County (WA) | Yakima |

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AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Amendment to Professional Services Agreement with G. R. Dohrn and Associates for Planning Services

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: March 3, 2015

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Original Agreement
Agreement Amendment No. 1
Agreement Amendment No. 2
Proposed Agreement Amendment No. 3
Revised Scope of Services
Proposed Project Budget

SUMMARY STATEMENT:

The City has contracted with G. R. Dohrn and Associates for planning services since April of 2013. The original contract had scope of services that included updating the Comprehensive Plan, facilitating a City Council retreat, revising our municipal code, and on-call planning services. Under the on-call planning services item Mr. Dohrn has been working to update the City's Shoreline Master Program. Any costs associated with updating the SMP are being reimbursed by Cowlitz County through a grant from the Department of Ecology.

The original contract has been amended twice, once to increase the contract limit from \$35,000 to \$55,000 and a second time to modify the insurance requirements to fit the work being done. The proposed amendment will incorporate an amended scope of services and project budget for updating the City's development regulations and will increase the contract limit to \$100,000. The expected cost for completing the municipal code update is approximately \$36,090.

RECOMMENDED ACTION:

Move to approve the amended professional services agreement with G. R. Dohrn and Associates.

CONTRACT FOR SERVICES

Contract No. _____

This Contract is entered into by and between the City of Kelso, Washington hereinafter referred to as the "City," and G. R. Dohrn and Associates, hereinafter referred to as "the Consultant," whose principal office is located at 2129 S Rockwood Blvd, Spokane, WA, 99203.

WHEREAS, G. R. Dohrn and Associates provides customized community planning, economic development, and facilitation services; and

WHEREAS, the City desires to have the Consultant provide professional planning services pursuant to certain terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform the professional planning services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Consultant for time and materials required to provide the requested services within 30 days of approval of vouchers, in accordance with the provisions of this contract and attached Exhibits.
3. **Duration.** This Contract shall be in full force and effect upon signing by both parties and shall remain in effect until terminated by the parties.
4. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Contract shall be the property of the City whether the project for which they are made is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state

industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. **Indemnification.**

6.1 **Contractor Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection acts or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

6.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.**

7.1 The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

7.2 **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:

A. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident covering all owned, non-owned, hired and leased vehicles.,

7.3 **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

8. **Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Contract. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Contract and compliance with this Contract.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by law during the performance of this Contract. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

10. **Termination.** This Contract may at any time be terminated by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same.

11. **Discrimination Prohibited.** In the performance of all Services under this Agreement, the Contractor, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Contractor shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding

non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Contract without the prior written consent of the City.
13. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.
14. **Notices.** Notices to the City shall be sent to the following address:

Mr. Steve Taylor
City Manager
City of Kelso
PO Box 819
Kelso, WA 98626

Notices to the Consultant shall be sent to the following address:

G. R. Dohrn and Associates
2129 S Rockwood Blvd
Spokane, Washington 99203
Phone number: 206-679-7507

15. **Applicable Law; Venue; Attorneys' Fees.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be exclusively in Cowlitz County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF KELSO, WA.

By: Steph A. Sjl

Date: 4/2/2013

Attest/Authenticated:

Brian Fuller
City Clerk

Approved As To Form:

Jamean Pontes
City Attorney

G. R. DOHRN AND ASSOCIATES

By: Gregg R. Dohrn

Title: Gregg R. Dohrn, Owner

Date: 4/2/2013

Exhibit A
Scope of Services
March 13, 2013

G. R. Dohrn and Associates (GRDA or Consultant), at the request of the City of Kelso (City), and under the direction of the City Manager and City Planning Director, shall provide the following professional planning services in support of updating the City's Comprehensive Plan:

Task 1. City of Kelso Comprehensive Plan Amendments

G. R. Dohrn and Associates shall, upon authorization to proceed, prepare amendments to update the Kelso Comprehensive Plan. This shall include the following tasks:

1. 1. Project Mobilization

The City shall assemble and make available for use by the Consultant such background data, electronic files, maps, and studies that may be necessary to update the City Comprehensive Plan. It is assumed that the City will provide such mapping services as may be required to support the update of the Comprehensive Plan. The Consultant will research and prepare a demographic profile of the community utilizing US Census data and other on-line data sources.

1. 2. Preliminary Review

The Consultant shall review the City Comprehensive Plan and identify potential revisions that the City may wish to consider during the update process.

1. 3. Facilitated Staff Review

GRDA, in consultation with the City Manager and City Planning Director, will plan and facilitate a City Management Team meeting to review the current comprehensive plan. Discussion items will include the identification of activities completed since the current comprehensive plan was adopted, emergent planning issues, and potential planning priorities as well as data, maps, and relevant plans that may be appropriate to include in the updated comprehensive plan.

1. 4. Public Agency Review

GRDA, in consultation with the City Manager and City Planning Director, will prepare and facilitate a meeting with local jurisdictions and public agencies to review the schedule to update the City's Comprehensive Plan, to identify issues of mutual interest, and to discuss potential revisions to the Comprehensive Plan.

1. 5. Kick-off Meeting

The Consultant shall prepare and facilitate a joint meeting of the City Council and City Planning Commission to kick-off the comprehensive planning update process. The agenda will include a review of the project work plan, schedule, expected outcomes, roles and responsibilities, and public participation strategies as well as a discussion of the City's Vision Statement and current Comprehensive Plan Goals and priorities.

1. 6. Optional Community Leadership Summit Meeting

At the request of the City, the Consultant shall plan and facilitate a meeting of community leaders to review community priorities and to discuss potential comprehensive plan goals and policies. The City will be responsible for all meeting logistics and invitations.

1. 7. Recommended Priorities

The Consultant shall prepare a memorandum for distribution by the City summarizing the preliminary staff meetings, the kick-off meeting, and community summit meeting and confirming the comprehensive planning priorities. It is anticipated that the primary revisions will be to update the Goals and Policies. It is not anticipated that there will be significant revisions to the City's Zoning Map or Urban Growth Area Boundaries and that any significant revisions to the City's Development Regulations will occur in subsequent phases of the project.

1. 8. Draft Comprehensive Plan Amendments

The Consultant shall, utilizing information and direction provided by the City, prepare draft revised goals and policies to the City Comprehensive Plan in accordance with the recommended priorities. These proposed revisions will be presented at a City Management Team meeting for review and comment before presentation to the City Planning Commission.

1. 9. Planning Commission Review and Authorization

Upon authorization, the Consultant will present to the Planning Commission the draft revised Goals and Policies for review and comment. The goals and policies will be updated as appropriate, and upon authorization by the Planning Commission will be prepared for public distribution.

1. 10. Public Review and Comment

In accordance with the provisions of the public participation strategy, the Consultant shall plan and facilitate a public meeting hosted by the Planning Commission to review and comment on the proposed draft goals and policies to receive requests or proposed amendments from the general public. An opportunity to submit written comments will also be provided. A written summary of the comments will be provided to all participants.

1. 11. Revised Draft Comprehensive Plan Amendments

Based on the comments received, the Consultant will prepare revised draft of amendments to the City Comprehensive Plan for review by City Staff and the Planning Commission.

1. 12. Environmental Review

The Consultant shall prepare for City review and distribution an environmental assessment of the proposed Comprehensive Plan amendments, and shall facilitate the issuance of a SEPA Threshold Determination. It is assumed that the proposed revisions will result in the issuance of a DNS, if this is not the case, additional resources may be required.

1. 13. Local Adoption Staff Support

The Consultant shall provide staff support to the Planning Commission and City Council in the review and approval of the proposed Comprehensive Plan amendments. It is anticipated that this will include the formulation of a recommendation from the Planning Commission and a public hearing before the City Council.

1. 14. Management Reserve/Contingency

1. 15. Project Management/Communications

1. 16. Supplemental Services

At the request of the City, G. R. Dohrn and Associates shall provide such additional services as may be desired to support the timely review and approval of proposed amendments to the City's Comprehensive Plan.

Task 2. City Council Retreat

In consultation with the City Manager, G. R. Dohrn and Associates shall provide the following facilitation services in support of a City Council Retreat:

2.1 Retreat Preparation

Utilizing feedback provided by the City Council, the Consultant shall assist the City Manager in preparing the agenda for the retreat and in assembling any documents or materials that may be required.

2.2 Retreat Facilitation

The Consultant will facilitate the retreat in accordance with the planned agenda and will take sufficient notes to prepare a written summary of the outcomes.

2.3 Retreat Follow-up

The Consultant will prepare a written summary of retreat outcomes for review, approval, and distribution by the City.

Task 3. City of Kelso Municipal Code Revisions

The Consultant shall, at the request and written authorization of the City and based on the availability of funds, perform the following tasks to revise and update the City's Municipal Code:

3.1. Preliminary Analysis

The Consultant shall review the current Kelso Municipal Code to identify opportunities to revise the code to be consistent with the provisions of the updated comprehensive plan.

3.2. Facilitated Staff Review

GRDA, in consultation with the City Manager and City Planning Director, will plan and facilitate a city staff meeting to review the current Kelso Municipal Code and to identify opportunities to revise the code in accordance with the provisions of the updated comprehensive plan and to improve the effective and efficient delivery of public services.

3.3. Draft Amendments

In consultation with City Staff, the Consultant shall prepare draft revisions to the Kelso Municipal Code.

3.4. Environmental Review

The Consultant shall prepare an environmental assessment of the proposed amendments to the City's Municipal Code, as appropriate, and shall facilitate the issuance of a SEPA Threshold Determination. It is assumed that the proposed revisions will result in the issuance of a DNS, if this is not the case, additional resources may be required.

3.5. Local Adoption Staff Support

The Consultant shall provide staff support to the Planning Commission and City Council in the review and approval of proposed amendments to the City's Municipal Code.

- 3. 6. Management Reserve/Contingency**
- 3. 7. Project Management/Communications**
- 3. 8. Supplemental Services**

At the request of the City, G. R. Dohrn and Associates shall, based on the availability of funds, provide such additional services as may be desired to support the timely review and approval of proposed amendments to the Kelso Municipal Code.

Task 4. On-Call Planning Services

The Consultant may, at the request of the City and subject to the availability of funds, provide on a time and materials basis, such additional professional planning services as may be required by the City. This may include the preparation of a supplemental task order and/or contact amendment, and the establishment of a Scope of Services and Budget specific to the request. On-call services may include, but is not limited to:

- 4. 1. Enhanced Public Participation;**
- 4. 2. Economic Development Services;**
- 4. 3. Preparation of Implementation Strategies;**
- 4. 4. Grant Writing;**
- 4. 5. Intergovernmental Coordination;**
- 4. 6. Facilitation of the Shared or Joint Delivery of Services;**
- 4. 7. Development Review Support; and/or**
- 4. 8. Quicksites Environmental Review.**

DRAFT PROJECT BUDGET

G. R. Dohrn and Associates shall be reimbursed for time and materials for requested services, not to exceed \$35,000, unless authorized by the City, subject to the following conditions:

- 1. Invoices shall be submitted by G. R. Dohrn and Associates on a regular basis in a mutually agreed upon format.

- a. Invoices shall highlight the services provided during the billing period, progress to date, planned activities, and emergent management issues.
 - b. Invoices shall only include the time and the cost of supportive services and materials required to provide the requested services.
 - c. All invoices shall be based on the 2013 GRDA rate schedule.
2. It is understood that the Consultant may reallocate resources between sub-tasks in the approved project budget provided that the contract amount for the Task is not exceeded.
 3. G. R. Dohrn and Associates shall be responsible for all travel related expenses associated with the performance of this Scope of Services and shall not invoice the City for any travel related expenses.
 4. The City shall provide all mapping services that may be required in conjunction with this project and will handle all meeting logistics, public notices, printing, and publication expenses.

Exhibit B. City of Kelso Washington Comprehensive Planning Project Budget

| Task | Consulting Staff | | | | | | | Total |
|--|------------------|-------------|---------------|------|---------|---------|----------|-----------------|
| | Dohm G | | Admin Support | | Interns | | Subtotal | |
| | Principal | Sr. Planner | Planner | | | | | |
| Task 1 Comprehensive Plan Amendments | 222 | 0 | 0 | 0 | 0 | 140 | \$34,580 | \$34,580 |
| 1.1 Project Mobilization | 4 | | | | | 140 | \$4,060 | |
| 1.2 Preliminary Review | 4 | | | | | | \$560 | |
| 1.3 Facilitated Staff Review | 8 | | | | | | \$1,120 | |
| 1.4 Public Agency Review | 8 | | | | | | \$1,120 | |
| 1.5 Kick-Off Meeting | 12 | | | | | | \$1,680 | |
| 1.6 Community Leadership Summit Meeting | 12 | | | | | | \$1,680 | |
| 1.7 Recommended Priorities | 8 | | | | | | \$1,120 | |
| 1.8 Draft Comprehensive Plan Amendments | 68 | | | | | | \$9,520 | |
| 1.9 Planning Commission Review and Authorization | 8 | | | | | | \$1,120 | |
| 1.10 Public Review and Comment | 12 | | | | | | \$1,680 | |
| 1.11 Revised Draft Comprehensive Plan Amendments | 8 | | | | | | \$1,120 | |
| 1.12 Environmental Review | 8 | | | | | | \$1,120 | |
| 1.13 Local Adoption Staff Support | 16 | | | | | | \$2,240 | |
| 1.14 Management Reserve/Contingency | 32 | | | | | | \$4,480 | |
| 1.15 Project Management and Communications | 14 | | | | | | \$1,960 | |
| 1.16 Supplemental Services | 0 | | | | | | \$0 | |
| Task 2 City Council Retreat | 13 | 0 | 0 | 0 | 0 | 0 | \$1,820 | \$1,820 |
| 2.1 Retreat Preparation | 4 | | | | | | \$560 | |
| 2.2 Retreat Facilitation | 7 | | | | | | \$980 | |
| 2.3 Retreat Follow-up | 2 | | | | | | \$280 | |
| Task 3 Municipal Code Revisions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.1 Preliminary Analysis | | | | | | | \$0 | |
| 2.2 Facilitated Staff Review | | | | | | | \$0 | |
| 2.3 Draft Amendments | | | | | | | \$0 | |
| 2.4 Environmental Review | | | | | | | \$0 | |
| 2.5 Local Adoption Staff Support | | | | | | | \$0 | |
| 2.6 Management Reserve/Contingency | | | | | | | \$0 | |
| 2.7 Project Management and Communications | | | | | | | \$0 | |
| 2.8 Supplemental Services | | | | | | | \$0 | |
| Task 4 On-Call Planning Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| Total hours | 222 | 0 | 0 | 0 | 0 | 140 | | |
| Subtotals | \$140 | \$95 | \$65 | \$50 | \$25 | \$3,500 | | \$34,580 |
| | \$31,080 | \$0 | \$0 | \$0 | \$0 | \$3,500 | | \$34,580 |
| Materials and Supportive Services | | | | | | | | \$420 |
| Contract Amount | | | | | | | | \$36,820 |

The Consultant may shift resources between tasks to reflect actual levels of effort and efficiencies provided the total contract amount is not exceeded.

AMENDMENT NO. 1 TO CONTRACT FOR SERVICES

THE CONTRACT, made and entered into on the 2nd day of April, 2013, by and between the City of Kelso, Washington hereinafter referred to as "City," and G. R. Dohrn and Associates, hereinafter referred to as "the consultant," whose principal office is located at 2129 S. Rockwood Blvd, Spokane, WA, 99203.

7. Insurance.

7.1 The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontractors.

7.2 Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

- A. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- B. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$300,000 per accident covering all owned, non-owned, hired, and leased vehicles.

7.3 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before the commencement of work.

All other terms and conditions of the Agreement dated April 2nd, 2013, shall remain in full effect.

EFFECTIVE DATE OF THIS AMENDMENT: The 25th day of June, 2014.

CITY OF KELSO, WA.

G. R. DOHRN AND ASSOCIATES

Stephen A. Taylor

Title: Gregg R. Dohrn, Owner

Date: _____

Date:_____

Attest/Authenticated:

APPROVED AS TO FORM ONLY:

Brian Butterfield, City Clerk

City Attorney

AMENDMENT NO. 2 TO CONTRACT FOR SERVICES

THE CONTRACT, made and entered into on the 2nd day of April, 2013, by and between the City of Kelso, Washington hereinafter referred to as “City,” and G. R. Dohrn and Associates, hereinafter referred to as “the consultant,” whose principal office is located at 2129 S. Rockwood Blvd, Spokane, WA, 99203 is further amended as follows:

EXHIBIT A “Scope of Services”

DRAFT PROJECT BUDGET

G.R. Dohrn and Associates shall be reimbursed for time and materials for requested services, not to exceed ~~\$35,000~~ \$55,000, unless authorized by the City, subject to the following conditions:

1. Invoices shall be submitted by G. R. Dohrn and Associates on a regular basis in a mutually agreed upon format.
 - a. Invoices shall highlight the services provided during the billing period, progress to date, planned activities, and emergent management issues.
 - b. Invoices shall only include the time and the cost of supportive services and materials required to provide the requested services.
 - c. All invoices shall be based on the 2013 GRDA rate schedule.
2. It is understood that the Consultant may reallocate resources between sub-tasks in the approved project budget provided that the contract amount for the Task is not exceeded.
3. G. R. Dohrn and Associates shall be responsible for all travel related expenses associated with the performance of this Scope of Services and shall not invoice the City for any travel related expenses.
4. The City shall provide all mapping services that may be required in conjunction with this project and will handle all meeting logistics, public notices, printing, and publication expenses.

All other terms and conditions of the Agreement dated April 2nd, 2013 and as subsequently amended, shall remain in full effect.

EFFECTIVE DATE OF THIS AMENDMENT: The 10th day of July, 2014.

CITY OF KELSO, WA.

G. R. DOHRN AND ASSOCIATES

Stephen A. Taylor

Title: Gregg R. Dohrn, Owner

Date: _____

Date: _____

Attest/Authenticated:

APPROVED AS TO FORM ONLY:

Brian Butterfield, City Clerk

City Attorney

AMENDMENT NO. 3 TO CONTRACT FOR SERVICES

THE CONTRACT, made and entered into on the 2nd day of April, 2013, and amended on June 25th, 2014 and July 10th, 2014 by and between the City of Kelso, Washington hereinafter referred to as “City,” and G. R. Dohrn and Associates, hereinafter referred to as “the consultant,” whose principal office is located at 2129 S. Rockwood Blvd, Spokane, WA, 99203 is further amended as follows:

EXHIBIT A “Scope of Services”

DRAFT PROJECT BUDGET

G.R. Dohrn and Associates shall be reimbursed for time and materials for requested services, not to exceed ~~\$35,000~~ ~~\$55,000~~ \$100,000, unless authorized by the City, subject to the following conditions:

1. Invoices shall be submitted by G. R. Dohrn and Associates on a regular basis in a mutually agreed upon format.
 - a. Invoices shall highlight the services provided during the billing period, progress to date, planned activities, and emergent management issues.
 - b. Invoices shall only include the time and the cost of supportive services and materials required to provide the requested services.
 - c. All invoices shall be based on the 2013 GRDA rate schedule.
2. It is understood that the Consultant may reallocate resources between sub-tasks in the approved project budget provided that the contract amount for the Task is not exceeded.
3. G. R. Dohrn and Associates shall be responsible for all travel related expenses associated with the performance of this Scope of Services and shall not invoice the City for any travel related expenses.
4. The City shall provide all mapping services that may be required in conjunction with this project and will handle all meeting logistics, public notices, printing, and publication expenses.

All other terms and conditions of the Agreement dated April 2nd, 2013 and as subsequently amended, shall remain in full effect.

In addition, the Contract shall be further amended to include the following Exhibits:

Exhibit C Amended Scope of Services Revised Task 3 (attached)

Exhibit D Task 3 Project Budget (attached)

EFFECTIVE DATE OF THIS AMENDMENT: The _____ day of _____, 2015.

CITY OF KELSO, WA.

G. R. DOHRN AND ASSOCIATES

Stephen A. Taylor

Title: Gregg R. Dohrn, Owner

Date: _____

Date: _____

Attest/Authenticated:

APPROVED AS TO FORM ONLY:

Brian Butterfield, City Clerk

City Attorney

Exhibit C
City of Kelso, Washington/G.R. Dohrn and Associates Professional Services Contract
Third Amendment
Amended Scope of Services Updated Development Regulations
February 25, 2015

The City of Kelso has recently updated its Comprehensive Plan and is now initiating a process to review and revise its Development Regulation in accordance with the provisions of the updated plan and the applicable provisions of the Washington State Growth Management Act. It is agreed by the parties that the professional services contract between the City of Kelso (City) and G. R. Dohrn and Associates (Consultant or GRDA) be further amended to update Task 3 by replacing the previous tasks with the following professional planning services:

Task 3 Revised Development Regulations

3.1 Project Mobilization

- a. G. R. Dohrn and Associates shall prepare for City review and approval preliminary scope of services, project budget, and schedule.
- b. The City shall assemble for use by the Consultant a digital copy of the Kelso Municipal Code along with such maps, studies, reports, and correspondence that may be necessary to support this project. The City shall also provide mapping services throughout the project to support updating the Official Zoning Map.
- c. GRDA shall conduct a preliminary analysis of the City's Development Regulations and highlight provisions that should be changed to implement the updated comprehensive plan as well as revisions that may need to be made in order for the City to remain in compliance with the provisions of the Washington State Growth Management Act.
- d. The Consultant shall also prepare draft planning goals for City review and approval to guide the update of the City's Development Regulations.

3.2 Kick-off Meeting

The Consultant shall plan and facilitate a kick-off meeting with the City Manager, Community Development Director, Assistant to the City Manager, and other City Staff as appropriate. The agenda for this meeting shall include, but is not limited to:

- a. Review of the Project Scope, Schedule, and Budget as well as roles, responsibilities, and communication protocols;
- b. Review project planning goals;
- c. Discussion of formatting options for the revised Development Regulations;
- d. Discussion of potential revisions identified by City Staff that would streamline the document, make it more user friendly, correct inconsistencies, clarify intent, improve the usefulness of

- the regulations, and respond to comments provided by the Washington Cities Insurance Authority (WCIA);
- e. Discussion with the City Attorney of potential revisions to address legal concerns;
 - f. Discussion of potential revisions identified by the Consultant that may be necessary in order for the City to remain in compliance with the applicable provisions of the Washington State Growth Management Act (GMA); and
 - g. Identification of revisions necessary to implement the updated Comprehensive Plan.

3.3 Intergovernmental Coordination

GRDA will plan and conduct a series of meetings to identify potential revisions to the Development Regulations and/or opportunities for coordination between jurisdictions. These meetings shall include City Staff as appropriate and may include:

- a. City of Longview;
- b. City of Castle Rock;
- c. Cowlitz County;
- d. Washington Cities Insurance Authority;
- e. Others.

3.4 Developers Meeting(s)

The Consultant, with support from City Staff, will plan and facilitate a meeting(s) with local builders, developers, realtors, business owners, and property owners to discuss opportunities to make the development regulations more user friendly and to facilitate private investment in the community. This meeting could occur early in the review process with a follow-up meeting later in the process, or as a single meeting later in the process.

3.5 Joint City Council Planning Commission Workshop

GRDA, with support from City Staff, will plan and facilitate a workshop for the City Council and Planning Commission to review the process for updating the City's Development Regulations, including roles and responsibilities, as well opportunities for streamlining the regulations or improving their effectiveness.

3.6 Preliminary Report

The Consultant shall prepare and present a report summarizing the preliminary findings and highlighting potential priorities for City review and approval. This may include revisions to the Project Scope, Schedule and Budget, as appropriate.

3.7 Reformatted Draft Development Regulations

The Consultant shall review and prepare a preliminary draft of the Development Regulations as an integrated or unified document that includes such revisions as:

- a. A single Table of Contents;
- b. Common definitions;
- c. Consistent utilization of terminology to provide greater flexibility in administration such as, the use of the term, the City Manager or his/her designee;
- d. The table of permitted land uses organized in a more user friendly format;
- e. The decision making process presented in a more user friendly format; and
- f. Relatively non-substantive revisions that improve the usefulness of the document.

3.8 Review Administrative Procedures

The Consultant shall review with the City and City of Longview Staff, as appropriate, the administrative policies and procedures for implementing the development regulations including the types or classifications of permits, public notice requirements, decision-making responsibilities, and appeals.

3.9 WCIA Revisions

The Consultant shall prepare and present such revisions as may be necessary to address concerns of the Washington Cities Insurance Authority. The proposed revisions shall be sent to the WCIA for review and comment. These revisions may be adopted by the City as an interim zoning controls pending completion of the update process.

3.10 Review Zoning Districts

GRDA, in consultation with City Staff shall prepare and present for Planning Commission review and comment, potential revisions for consolidating and revising the zoning districts. This shall include clear statements of the purpose and intent of each district, criteria for making zoning designations, and potential standards applicable to each district.

3.11 Revised Table of Permitted Uses

Based on direction provided by the City, the Consultant shall facilitate a discussion of potential revisions to the Table of Permitted Uses and development standards for the revised zoning districts. This may include form-based codes, standards for mixed-use development and options to facilitate infill and redevelopment in commercial zones as well as increased housing opportunities.

3.12 Preliminary Draft Zoning Map

GRDA shall prepare and present to City Staff and the Planning Commission potential revisions to the Official Zoning Map based on the approved Future Land Use Map and the revised zoning districts. It is recognized that this may require amendments to the Future Land Use Map in order to allow for a phased implementation of desired zoning changes. If a significant number of amendments to the Future Land Use Map are required, revisions to this scope of services may be necessary.

3.13 Revised General Development Standards

The Consultant shall research and present potential revisions to the City's general development regulations including but not limited to parking and access as well as other revisions that may be necessary to implement the updated Comprehensive Plan.

3.14 Second Draft Development Regulations

Based on comments provided by City Staff and the Planning Commission, the Consultant shall prepare and present to the City Council for review and comment a second draft of the revised Development Regulations.

3.15 Natural Resource Agency Meeting(s)

The Consultant shall plan and facilitate a meeting with natural resource agencies to review the City's current critical areas regulations, the status of the City's updated Shoreline Master Program, recent regulatory changes, and new data that may support updating the City's Critical Areas Ordinance.

3.16 Strategic Review Meeting(s)

GRDA shall plan and facilitate a meeting(s) with City Staff, Planning Commission, and City Council, as appropriate to review the outcome of the meeting with the natural resource agencies and to discuss policy issues and options for complying with the requirements of the Growth Management Act for updating the City's Critical Areas Ordinance and integrating the updated regulations with the updated Shoreline Master Program.

3.17 Revised Critical Areas Regulations

Based on direction provided by the City, the Consultant will prepare and present revisions to update the City's Critical Areas Regulations in accordance with the provisions of the Growth Management Act.

3.18 Planning Commission Review Draft

The Consultant will prepare and preview with City Staff a complete draft of all proposed revisions to the City's Development Regulations and the Official Zoning Map. These documents

will be revised as appropriate and then presented to the Planning Commission to initiate the local adoption process.

3.19 Integrated SEPA/GMA Public Review

Upon authorization by the City, the Consultant shall prepare such documents as may be required to initiate an integrated SEPA/GMA public review process. This will include the submission of documents to the Washington State Department of Commerce to commence the 60-day state agency review process. This will also include a public hearing conducted by the Planning Commission to receive public comments on the draft development regulations and SEPA documents. It is anticipated that this process will result in a SEPA Threshold Determination of Non-Significance.

3.20 Planning Commission Recommended Draft

Upon conclusion of the integrated SEPA/GMA public review process the Consultant and City Staff will review and respond to all comments received and will prepare revisions to the draft Development Regulations and Official Zoning Map as appropriate. The revised documents will then be presented to the Planning Commission for final review and preparation of their recommendation to City Council.

3.21 City Council Review Draft

GRD and City Staff will present the Planning Commission recommended draft Development Regulations and Official Zoning Map to the City Council and shall make such changes as may be requested by the Mayor and City Council prior to final action.

3.22 Final Adoption

The Consultant shall provide such services as may be required to support the final City Council review and approval.

3.23 Developers Workshop

Upon adoption by the City Council, the Consultant and City Staff shall conduct a public workshop for local developers, builders, business and property owners, and realtors to review the provisions of the revised Development Regulations.

3.24 Management Reserve/Contingency

3.25 Project Management/Communications

Exhibit D
Task 3 Budget
February 25, 2015

| | | G. Dohrn | | | | |
|--|--|------------------|----------------|----------------|--------------|-----------------|
| Tasks | | Principal | Planner | Interns | Admin | Totals |
| Task 3 | Revised Development Regulations | 256 | 0 | 0 | 0 | \$35,840 |
| 3.1 | Project Mobilization | 8 | | | | \$1,120 |
| 3.2 | Kick-off Meeting | 6 | | | | \$840 |
| 3.3 | Intergovernmental Coordination | 8 | | | | \$1,120 |
| 3.4 | Developers Meeting(s) | 4 | | | | \$560 |
| 3.5 | Joint City Council/Planning Commission Workshop | 4 | | | | \$560 |
| 3.6 | Preliminary Report | 4 | | | | \$560 |
| 3.7 | Reformatted Development Regulations | 16 | | | | \$2,240 |
| 3.8 | Review Administrative Procedures | 8 | | | | \$1,120 |
| 3.9 | WCIA Review | 8 | | | | \$1,120 |
| 3.10 | Review Zoning Districts | 16 | | | | \$2,240 |
| 3.11 | Revised Table of Permitted Uses | 24 | | | | \$3,360 |
| 3.12 | Preliminary Draft Zoning Map | 16 | | | | \$2,240 |
| 3.13 | Revised General Development Standards | 24 | | | | \$3,360 |
| 3.14 | Second Draft Comprehensive Plan | 8 | | | | \$1,120 |
| 3.15 | Natural Resource Agency Meeting(s) | 8 | | | | \$1,120 |
| 3.16 | Strategic Review Meeting(s) | 4 | | | | \$560 |
| 3.17 | Revised Critical Areas Regulations | 24 | | | | \$3,360 |
| 3.18 | Planning Commission Review Draft | 8 | | | | \$1,120 |
| 3.19 | Integrated SEPA/GMA Public Review | 8 | | | | \$1,120 |
| 3.20 | Planning Commission Recommended Draft | 8 | | | | \$1,120 |
| 3.21 | City Council Review Draft | 8 | | | | \$1,120 |
| 3.22 | Final Adoption | 4 | | | | \$560 |
| 3.23 | Developers Workshop | 4 | | | | \$560 |
| 3.24 | Management Reserve/Contingency | 8 | | | | \$1,120 |
| 3.25 | Project Management/Communications | 18 | | | | \$2,520 |
| | | | | | | |
| | | | | | | |
| | | 140 | 90 | 50 | 15 | |
| Materials and Supportive Services | | | | | | \$250 |
| | | | | | | |
| Travel | | | | | | (waived) |
| | | | | | | |
| Contract Amount | | | | | | \$36,090 |

Note: The Consultant may shift resources between tasks to reflect actual levels of effort and efficiencies provided that the total contract amount is not exceeded. All savings will accrue to the City.

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

SUBJECT TITLE: 2015 Supplemental Expenditures

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ March 3, 2015 _____

Originator: _____ Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

2015 Supplemental Spending Prioritization Matrix

SUMMARY STATEMENT:

At the February 17th regular meeting, Council was presented with various options to invest a portion of the 2014 General Fund surplus on one-time and recurring expenses that would assist staff in meeting the priorities of Council in 2015. Staff recommended moving the reserve levels for the General, Street, Library, and Parks Funds to a cumulative \$2,000,000 which leaves an additional \$300,000 to invest in capital projects, equipment, studies/analyses, and on-going service enhancements. Attached is a copy of the prioritization spreadsheet that describes each spending request. Councilmembers were given instructions for choosing their priorities which we will compile and present at the March 3rd meeting. Staff will prepare a subsequent budget amendment to reflect the additional spending authorization.

OPTIONS:

- 1) Establish a reserve level for the General, Street, Parks, and Library Funds of \$2,000,000 or a different amount (2015 adopted reserve was set for \$1.7 million in the General Fund) and provide direction for spending or saving the remaining funds.
- 2) Do not take any action at this time and leave the funds in place without making additional spending authorizations.
- 3) Consider further and direct staff to bring the item back at a subsequent meeting.

RECOMMENDED ACTIONS:

- Move to approve a 2015 reserve level of \$2,000,000 for the General, Street, Parks, and Library Funds, and
- Move to approve a prioritized list of additional authorized expenditures for 2015.

City Council Prioritization Exercise

Please identify your desired projects to fund with 12 priority "stickers". Enter as many stickers as you'd like in each of your preferred items, but do not exceed 12 in total (see cell at the bottom of the spreadsheet). We will tally the total priority stickers from Councilmembers at the next regular meeting.

| Projects Currently in Progress | | Priority |
|--|-----------------|---------------------------------------|
| Downtown Landscaping <i>New plantings at eastern base of Allen Street bridge and pedestrian plaza. Project promotes downtown beautification and enhances public safety.</i> | \$15,000 | Not Applicable (projects in progress) |
| Panic Alarm System <i>Replaces obsolete and malfunctioning panic alarm system for City Hall, Public Works Shop, Library, and other city facilities as necessary.</i> | \$10,000 | |
| CERB Industrial Planning Grant <i>City portion of match for industrial site feasibility study for Wasser & Winters property. Grant award decision scheduled for March 19th. Total project estimated to be \$100,000.</i> | \$20,000 | |
| Sub-total | \$45,000 | |

| One-time Expenditures | | Priority |
|--|----------|----------|
| Accounting Software Upgrade <i>Allows for direct entry, processing, and review of monthly claims by each department, replacing current handwritten process and saving significant staff time.</i> | \$20,000 | 0 |
| Public Records Retention/Disposition <i>Acquire consulting services and temporary staff to identify and process records in Finance and Building/Planning for retention and disposal in accordance with state CORE standards. Reduction of liability.</i> | \$25,000 | 0 |
| Police Radios <i>Current radios have outlived their life expectancies. Last purchase was 8 years ago. Newer radios would allow us to go digital. CCSO and LPD are currently looking to replace radio systems. This would also allow us to communicate with WSP units in our area.</i> | \$49,000 | 0 |
| Administrative Policies Overhaul <i>Acquire consulting services to draft updated city-wide policies and procedures in accordance with best practices and Washington Cities Insurance Authority guidelines.</i> | \$25,000 | 0 |
| Performance Management Resources <i>Obtain performance measurement software services and analyze key departmental functions and staffing models for effectiveness. Formally measure key performance indicators and benchmark against other communities nationwide.</i> | \$30,000 | 0 |
| Street Repair Enhancement (2015 only) <i>Allows for more substantial street repairs for smaller, high-priority segments that would not typically be scheduled for a larger capital project. Could be complete reconstruction of small segment or grind and inlay where appropriate. Current budget only \$20,000 to repair damaged guardrails, fences, or unexpected small projects.</i> | \$50,000 | 0 |

Sub-total \$199,000

Recurring Expenditures (3-year funding commitment recommended)

Priority

Comm. Dev. Special Projects Manager **\$93,000** 0

New position (M-10) would report to the City Manager, enhance the City's planning capacity, and develop programs for community renewal, economic development, and neighborhood revitalization. Special projects include addressing blight, facilitating Downtown/W. Kelso development, and administering potential community renewal agency.

Police Services Sgt **\$94,000** 0

To act as a replacement for the vacant Captain 's position for Administrative functions and work with the large amount of new hires over the next five years. This position would give direct supervision to the detectives unit, SRO, and Evidence. This Sergeant would perform community outreach duties and cover the high-liability low-frequency policy items (WCIA). Sergeants do have the ability to work and cover overtime shifts under the contract (also retirement issues).

Library Service Enhancement **\$49,000** 0

Promotes employee from a Library Assistant II position to a Library Assistant III position to act as an assistant manager and maintain consistent operations in the Library Manager's absence. Replaces a Library Assistant I position that has been vacant for six years, allowing the expansion of library public hours to Monday-Friday 10-8 and Saturday 10-6. Expands current open hours from 48 to 58 per week and be more in line with the mall hours of operation.

Sub-total \$236,000

Total Requests \$480,000

Priority Total 0

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

**SUBJECT TITLE: 2015 BUDGET GOALS &
ACTIONS PLAN**

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ March 3, 2015 _____

Originator: _____ Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

2015 Budget Goals and Actions Plan

SUMMARY STATEMENT:

At the February 17th meeting, staff presented a progress report on the 2014 Budget Goals and Actions Plan and introduced the Draft 2015 Goals and Actions Plan for Council discussion. The Council had no additional amendments or changes to the Goals and Actions for the coming year. The 2015 Plan is now presented formally for Council's consideration and approval.

GOALS

- *Well-maintained, reliable public infrastructure systems that encourage economic growth and enhance community quality.*
- *Community renewal and economic growth that provides sustainable resources for public services and facilities.*
- *Consistent, effective delivery of Kelso city services that meets or exceeds standards of professionalism and accountability.*
- *Provide proactive and visionary regional leadership.*

OPTIONS:

- 1) Move to approve the City's 2015 Budget Goals and Actions Plan.
- 2) Do not approve the Plan.
- 3) Direct staff to amend the Plan and bring back for further consideration at a subsequent meeting.

RECOMMENDED ACTION:

Move to approve the City's 2015 Budget Goals and Actions Plan.



2015 Budget Goals & Actions Plan

Goal: Well-maintained, reliable public infrastructure systems that encourage economic growth and enhance community quality.

- **Action:** Advocate for funding assistance from the state legislature for the replacement of the Minor Road Reservoirs.
- **Action:** Deliver 2015 Capital Improvement Program that emphasizes investments in pavement preservation, water distribution and sewer collection infrastructure, and streetscape improvements.
- **Action:** Conduct parks and recreation needs assessment and master plan to identify and delineate future priority investments.
- **Action:** Research and evaluate adequate and sustainable funding sources for street maintenance.

Goal: Community renewal and economic growth that provides sustainable resources for public services and facilities.

- **Action:** Conduct West Kelso Sub-Area Plan and commence the update and review of applicable development regulations.
- **Action:** Draft, review, adopt the complete update of the City's Development Code.
- **Action:** Adopt Shoreline Master Plan Update.
- **Action:** Commence implementation of the Kelso NICER (Neighborhood Improvement & Community/Economic Revitalization) Program focusing on West Kelso planning efforts and streetscape improvements in addition to citywide nuisance abatement enhancements.
- **Action:** Commission and complete industrial master planning study and market analysis for the proposed Anchor Point Industrial Park.

Goal: Consistent, effective delivery of Kelso city services that meets or exceeds standards of professionalism and accountability.

- **Action:** Present 5-6 year Financial Forecast and draft corresponding department business plans.
- **Action:** Negotiate franchise agreements with Public Utility District and Comcast Cable.
- **Action:** Ensure adequate law enforcement staffing in the wake of pending retirements.
- **Action:** Invest in administrative support information systems and public records retention/disposition services.

- **Action:** Commence overhaul of City’s general policy manual.
- **Action:** Evaluate feasibility of public safety service enhancements (Traffic unit; administrative/supervision; community policing; targeted enforcement).
- **Action:** Research and evaluate adequate and sustainable funding sources for criminal justice/public safety functions.

Goal: Provide proactive and visionary regional leadership.

- **Action:** Continue regional outreach and participation to enhance partnership opportunities with public and private sector organizations.
- **Action:** Review city charter and evaluate potential amendments to be brought forward for voter consideration.
- **Action:** Lead efforts to revise regional fee structure for 911 Emergency Communications.
- **Action:** Support the effective governance of and infrastructure improvements to the SW Washington Regional Airport.

Auxiliary task list

- Evaluate criteria for establishing local improvement districts and grant funding to address curb, sidewalk, and drainage infrastructure.
- Addressing blight and encouraging revitalization in West Kelso north of Cowlitz Way.
- Implement city way-finding project to direct residents and tourists to city attractions and assets. (Discussed as possible Big Idea funding project)
- Action: Prepare options for restricting on-street parking in residential zones without adequate road width.

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

SUBJECT TITLE:

MOVE TO APPROVE ON SECOND READING AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTERS 5.03 BUSINESS AND OCCUPATION TAX, AND 17.08 DEFINITIONS TO CLARIFY THAT MARIJUANA PRODUCTION, PROCESSING, AND RETAILING IS NOT AN AGRICULTURAL USE AS DEFINED BY TITLE 17 AND TITLE 5 OF THE KELSO MUNICIPAL CODE

Agenda Item: _____

Dept. of Origin: Finance

For Agenda of: March 3, 2015

Cost of Item: _____

City Manager: Stephen Taylor _____

PRESENTED BY: Brian Butterfield

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance

SUMMARY STATEMENT:

In 2014, the City adopted ordinance No. 14-3821 allowing certain marijuana related land uses—production, processing, and retailing—within the City. These uses are highly regulated, licensed, and taxed by the State. These regulations make the production, processing, and retailing of marijuana products distinctly different from other traditional agricultural uses as those terms are defined by the City. Further, agriculture products are exempted from certain taxes. In order to clarify the distinction between marijuana land uses and other agricultural uses, staff is recommending that marijuana be excluded from the City definitions of agriculture and agricultural products. The attached ordinance amends the definitions within the City Zoning Code and the City Business and Occupation Tax Code to reflect this clarification.

FINANCIAL SUMMARY:

OPTIONS:

1. Adopt the ordinance incorporating the staff recommendations.
2. Direct staff to make changes to the ordinance.
3. Do nothing.

RECOMMENDED ACTION:

Move to approve on second reading the ordinance amending the Kelso Municipal Code to clarify that marijuana production, processing and retailing is not agricultural use in the City of Kelso.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTERS 5.03 BUSINESS AND OCCUPATION TAX, AND 17.08 DEFINITIONS TO CLARIFY THAT MARIJUANA PRODUCTION, PROCESSING, AND RETAILING IS NOT AN AGRICULTURAL USE AS DEFINED BY TITLE 17 AND TITLE 5 OF THE KELSO MUNICIPAL CODE

WHEREAS, in 2014 the City adopted Ordinance 3821 that allowed certain marijuana production, processing, and retailing uses within the City of Kelso; and

WHEREAS, in light of the tightly controlled regulatory structure of marijuana production, processing and retailing uses, the City wishes to clarify that these uses within the City of Kelso are distinct from and not to be considered agricultural uses as those terms are defined in City regulations, for purposes including but not limited to land use and business and occupation licensing and taxation;

NOW, THEREFORE,

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

SECTION 1. That Kelso Municipal Code Section 5.03.040 is hereby amended to provide as follows:

Agricultural Product, Farmer.

1. "Agricultural product" means any product of plant cultivation or animal husbandry including, but not limited to: A product of horticulture, grain cultivation, vermiculture, viticulture, or aquaculture as defined in RCW 15.85.020; plantation Christmas trees; turf; or any animal including but not limited to an animal that is a private sector cultured aquatic product as defined in RCW 15.85.020, or a bird, or insect, or the substances obtained from such an animal. "Agricultural product" does not include animals intended to be pets and does not include marijuana as defined by RCW 69.50.1010(t) and KMC Chapter 17.08.

2. "Farmer" means any person engaged in the business of growing or producing, upon the person's own lands or upon the lands in which the person has a present right of possession, any agricultural product whatsoever for sale. "Farmer" does not include a person using such products as ingredients in a manufacturing process, or a person growing or producing such products for the person's own consumption. "Farmer" does not include a person selling any animal or substance obtained therefrom in connection with the person's business of operating a stockyard or a slaughter or packing house. "Farmer" does not include any

person in respect to the business of taking, cultivating, or raising timber. “Farmer” does not include any person engaged in the business of growing or producing marijuana as defined by RCW 69.50.1010(t) and KMC Chapter 18.08.

...

SECTION 2. That Kelso Municipal Code Section 17.08.020 is hereby amended to provide as follows:

...

“Agriculture” means all forms of crop-related activities, such as growing crops and processing crops as part of a farm, and animal husbandry, using best management practices. Incidental vegetable gardening, landscaping, and keeping common pets are not defined as agriculture. Agriculture does not include marijuana as defined by RCW 69.50.101(t) and this Chapter.

...

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

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect 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 _____, 2015.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____