

Kelso City Council Agenda

Regular Meeting, 6:00 pm
June 16, 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 Mark Schmutz, Northlake Baptist Church

Roll Call to Council Members:

1. Approve Minutes:

1.1. June 2, 2015 – Regular Meeting

2. Presentations:

- 2.1. National Alliance on Mental Illness (NAMI) Southwest Washington
- 2.2. Shoreline Master Program

3. Consent Items:

3.1. Auditing of Accounts

4. Citizen Business:

5. Council Business:

- 5.1. Interlocal Agreement – West Main Streetscape Project, Rural Public Facility Grant
- 5.2. Agreement/Resolution - Community Solar Project, Inovus

6. Action/Motion Items:

- 6.1. Ordinance, 2nd Reading
 - 6.1.1. Amend KMC 9.04 State Criminal Statutes Adopted
- 6.2. Resolution
 - 6.2.1. Six Year Transportation Improvement Program 2016-2021 Adoption

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Other Items:

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

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

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Approve the Minutes of the 5/19/15 Regular Meeting,' motion carried, all voting yes.

PRESENTATIONS:

Association of Washington Cities Well City Award: City Manager Steve Taylor announced that the City of Kelso has received the 2015 Well City Award. He commented that this is the fifth consecutive year that Kelso has received the award.

Library Employee: Kelso Public Library Manager Cindy Donaldson introduced the library's new employee, Sylvia Yarbrough-Hall, to the Council.

Community Solar Power Project: Inovus Representative Justin Loidolt provided a presentation on the LocalSolar Program. This program is state funded and is exclusively for local government and public agency properties. Lengthy discussion followed. **Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Direct the staff to move forward and bring back draft documents for consideration,' Councilmembers Roberson, Myers, Futcher, Archer, McDaniel, and Schimmel voted yes. Councilmember Franklin voted no. Motion carried, 6 to 1.**

PUBLIC HEARING:

2016-2021 Six Year Transportation Improvement Program: Mayor Futcher opened the public hearing at 6:36 p.m. City Engineer/Community Development Director Mike Kardas provided a list and a map of the projects scheduled for the six-year program. There being no comments from the public, Mayor Futcher closed the public hearing at 6:52 p.m.

CITIZEN BUSINESS:

Chris Bornstedt, 119 N. Maple St., spoke about the recent drug related arrests at the Love Overwhelming low barrier shelter.

Teresa Fields, 1330 11th Ave., Longview, spoke about her experience as a former resident at Love Overwhelming.

Danny L. McCracken, 207 Virginia St., spoke about the drug issues related to Love Overwhelming.

Jim Hill, 1100 N. 22nd Ave., spoke about the responsibility lying on the County regarding the Love Overwhelming issues.

Curtis J. Hart, 115 Williams Ave., spoke about graffiti in the city and discarded syringes under the bridge at Catlin St.

Chris Bornstedt, 119 N. Maple St., spoke about enhancing the Nuisance/Abatement Program.

COUNCIL BUSINESS:

Neighborhood Improvement & Community/Economic Revitalization (NICER)

Program: City Manager Taylor provided a presentation outlining the components of the NICER Program. Discussion followed.

MOTION ITEMS:

Ordinance No. (1st Reading) Amend KMC 9.04 State Criminal Statutes Adopted:

The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Schimmel, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING CHAPTER 9.04 OF THE KELSO MUNICIPAL CODE TO UPDATE THE CRIMINAL STATUTES WHICH HAVE BEEN ADOPTED BY REFERENCE, TO ADOPT AN ADDITIONAL STATUTE BY REFERENCE MAKING IT AN OFFENSE TO FAIL TO REGISTER AS A SEX OFFENDER AND RE-ADOPTING THOSE STATUTES WHICH ARE UNCHANGED.’ Motion passed, all voting yes.

Ordinance No. 15-3847 – Wetlands Mitigation Conservation Easement: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Archer, seconded by Councilmember McDaniel, ‘Adopt Ordinance No. 15-3847 ‘AN ORDINANCE OF THE CITY OF KELSO GRANTING A CONSERVATION AND ACCESS EASEMENT OVER THE HART’S LAKE PROPERTY, PARCELS WI36-01-001 and 24125, TO FORTERRA NW,’ motion passed, all voting yes.

Resolution No. 15-1134 – Declare Surplus of Personal Property: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, ‘Pass Resolution No. 15-1134, ‘A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY OF KELSO TO BE SURPLUS AND DIRECTING THE DISPOSITION THEREOF.’ Motion passed, all voting yes.

MANAGER’S REPORT:

Steve Taylor: Brought a draft letter addressed to the County Commissioners regarding concerns relating to Love Overwhelming for Council’s consideration. Discussion followed. **Upon motion by Councilmember McDaniel, seconded by Councilmember Schimmel, ‘Approve the letter to be sent to the County Commissioners,’ motion carried, all voting yes.**

STAFF REPORTS:

Community Development Director/City Engineer Mike Kardas: Announced that there will be a West Main Revitalization Open House event the week of June 22nd.

COUNCIL REPORTS:

David Futcher: Commented about the visit with the delegation from Kelso’s Sister City Makinohara, Japan. He read aloud a letter he received from the Mayor of Makinohara.

Gary Schimmel: No report.

Todd McDaniel: No report.

Gary Archer: No report.

Dan Myers: No report.

Jared Franklin: No report.

Rick Roberson: No report.

There being no further business, Mayor Futcher adjourned the meeting at 7:55 p.m.

MAYOR

DEPUTY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: National Alliance on
Mental Issues of Southwest Washington
Presentation

Agenda Item: _____

Dept. of Origin: _____

For Agenda of: _____ June 16, 2015

Originator: _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Summary Statement:

Representatives from the National Alliance on Mental Issues of Southwest Washington (NAMI SW WA) will discuss the nature of their organization, the operations of their facilities and answer any questions related to their potential shared use of 109 Allen Street.

Recommended Action:

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Shoreline Master Program
Presentation

Agenda Item: _____

Dept. of Origin: Community Development _____

For Agenda of: June 16, 2015

Originator: Steve Taylor

PRESENTED BY:

Gregg Dohrn

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

SUMMARY STATEMENT:

Gregg Dohrn will give a presentation outlining the history, major components, and next steps for adopting the City's updated Shoreline Master Program.

RECOMMENDED ACTION:



City of Kelso: Shoreline Master Program Update

June 16, 2015



TOPICS FOR TONIGHT

- Shoreline Master Program Update Overview
- Questions?
- Public Comments

STATE SHORELINE MANAGEMENT ACT

- The Washington State Shoreline Management Act was enacted in 1971 (RCW 90.58).
 - Latest amendment was in 2014, and all Washington cities and counties must update their master programs in accordance with the provisions of state law.

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STATE SHORELINE MANAGEMENT ACT

Washington's Shoreline Management Act (SMA) incorporates four broad policies:

- Encourage water-dependent uses;
- Promote public access;
- Protect shoreline natural resources; and
- Provide for restoration of shoreline ecological functions.

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STATE SHORELINE MANAGEMENT ACT

- Development activities and uses under the jurisdiction of the Act, must result in no net loss of ecological functions to the shoreline:
 - Fish and wildlife habitat
 - Food web support
 - Water quality maintenance
- Proof of no net loss is the applicant's responsibility.

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SHORELINE MASTER PROGRAM (SMP) UPDATE

- The City of Kelso adopted the Cowlitz County SMP in 1977.
- The current update effort will replace the 1977 SMP with a Kelso-specific plan.
- Update complies with recent Department of Ecology SMA guidelines and requirements.
 - Including updates to critical areas regulations within shoreline jurisdiction.

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PROGRAM OVERVIEW: APPLICABILITY

- The updated SMP update will apply to all jurisdictional shoreline areas in the City:
 - Generally 200 feet landward of the ordinary high water mark (OHWM) of the Cowlitz, Coweeman, and Columbia Rivers, and Owl Creek, floodplain areas, and associated wetlands.
- Existing activities are not affected.
- All new or expanded activities are subject to the provisions of the updated SMP.

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UPDATE TIMELINE AND PROCESS



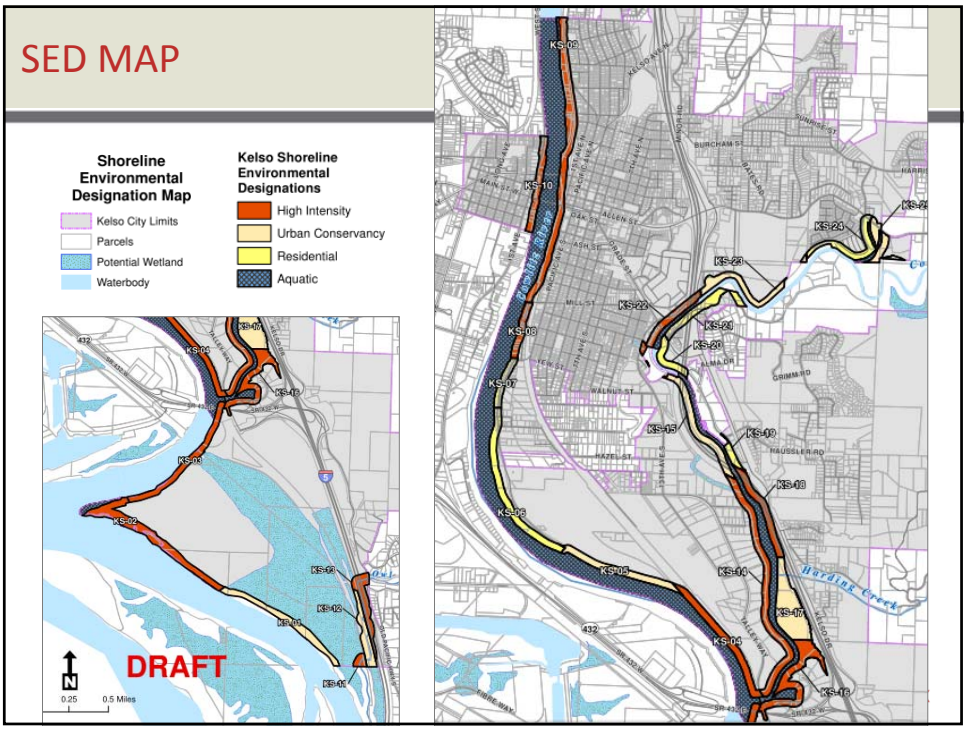
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SHORELINE MASTER PROGRAM OVERVIEW

- Key provisions of the updated Kelso Shoreline Master Program include:
 - Shoreline Environment Designations (SEDs);
 - Table of Permitted Shoreline Uses;
 - Permit requirements;
 - Mitigation sequencing requirements;
 - Shoreline buffers; and
 - Regulations and standards governing new and expanded uses and developments.

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SED MAP



PROGRAM OVERVIEW: USE MATRIX

Table 7-1. Shoreline Use, Modification, Setbacks, and Heights

Table Key: P = May be permitted through an SSDP or SLE SCUP = May be permitted through an SCUP review X = Prohibited N/A = Not Applicable	Shoreline Environment Designations			
	High-Intensity	Residential	Urban Conservancy	Aquatic
Shoreline Uses				
Agriculture (1)	X	X	X	X
Aquaculture (2)	P	P	P	P
Boating Facilities (3)	P	P	P	P
Marinas	X	X	X	X
Commercial (4)				
Water-dependent	P	P	X	P
Water-related	P	P	X	X
Water-enjoyment	P	P	P	P
Non-water-oriented	P	X	X	X
Forest Practices (5)	X	X	X	X
Industrial (6)				
Water-dependent	P	X	X	P
Water-related	P	X	X	X
Non-water-oriented	P	X	X	X
Institutional (7)	P	P	P	X
In-stream Structures (8)	P	P	P	P



Uses

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TABLE 7-1 USE MATRIX, CONTINUED

Table Key: P = May be permitted through an SSDP or SLE SCUP = May be permitted through an SCUP review X = Prohibited N/A = Not Applicable	Shoreline Environment Designations			
	High-Intensity	Residential	Urban Conservancy	Aquatic
Mining (9, 17, 19)	SCUP	SCUP	SCUP	SCUP
Recreation (10)				
Water-dependent	P	P	P	P
Water-related	P	P	P	P
Water-enjoyment	P	P	P	P
Non-water-oriented	P	P	X	X
Residential (11)				
Single-family	P ¹	P	P	X
Multi-family	P	P	X	X
Floating or over-water residence, including live-aboard vessels	X	X	X	X
Transportation and Parking (12)				
Roads and railroads	P	P	P	P
Bridges	P	P	P	P
Non-motorized facilities	P	P	P	P
Accessory Parking	P	P	P	X
Utilities (13)	P	P	P	P
Uses Not Specified	SCUP	SCUP	SCUP	SCUP



Uses

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TABLE 7-1 USE MATRIX, CONTINUED

Table Key: P = May be permitted through an SSDP or SLE SCUP = May be permitted through an SCUP review X = Prohibited N/A = Not Applicable	Shoreline Environment Designations			
	High-Intensity	Residential	Urban Conservancy	Aquatic
Modifications				
Shoreline Stabilization (14)	P	P	P	P
Breakwaters and Groins (15)	SCUP	SCUP	SCUP	SCUP
Fill / Excavation (16)	P	P	P	SCUP
Dredging (17)				
Dredging	N/A	N/A	N/A	SCUP
Dredge Disposal / Material Stockpiling	P	P	P	SCUP
Habitat / Ecological Enhancement (18)	P	P	P	P
Flood Control Works (20)				
Modification of Existing Flood Control Works (including relocation farther landward)	P	P	P	SCUP
New Flood Control Works	P	P	P	SCUP
Dimensional Standards				
Buffer (23)	See Table 4, Appendix C			
Building setback from Buffer in Table 4, Appendix C, or Landward Toe of Levee, Where Present (22)	10 ft.	10 ft.	10 ft.	N/A
Maximum Height (21)	35 ft.	35 ft.	35 ft.	35 ft.
Minimum River Frontage Per Lot	N/A	60 ft.	N/A	N/A

Modifications

Dimensional Standards

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SHORELINE PERMITS

City of Kelso review and approval:

- Shoreline Letter of Exemption
- Shoreline Substantial Development Permits

City and Department of Ecology review and approval:

- Shoreline Conditional Use Permits
- Shoreline Variance

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MITIGATION SEQUENCING

- New development activities and uses must be designed and implemented in accordance with the following sequence:
 - » Avoid the adverse impact;
 - » Minimize adverse impacts;
 - » Rectify the adverse impact by repairing, rehabilitating, or restoring the affected environment;
 - » Reduce or eliminate the adverse impact over time by preservation and maintenance operations during the life of the action;
 - » Compensate for the adverse impact; and
 - » Monitor the adverse impact and take appropriate corrective measures.

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SMP BUFFERS

- Reach buffer widths set by analysis of:
 - Existing ecological quality
 - Existing development
 - Planned development

Table 4. Reach-Specific Shoreline Buffers

Reach Number	Water Body	Shoreline Environment Designation	Buffer
KS-01	Columbia River	Urban Conservancy	150 ft. (Water-oriented) 200 ft. (Non-water-oriented)
KS-02	Columbia River	High-Intensity	100 ft. (Water-oriented) 150 ft. (Non-water-oriented)
KS-03	Cowlitz River	High-Intensity	100 ft. (Water-oriented) 150 ft. (Non-water-oriented)
KS-04	Cowlitz River	High-Intensity	From the OHWM to the boundary of the existing railroad right-of-way.
KS-05	Cowlitz River	Urban Conservancy	From the OHWM to the waterward toe of the levee.
KS-06	Cowlitz River	Residential	50 ft.
KS-07	Cowlitz River	Residential	From the OHWM to the waterward toe of the levee.
KS-08	Cowlitz River	High-Intensity	25 ft. (Water-oriented) 75 ft. (Non-water-oriented) From the OHWM to the waterward toe of the levee, as applicable.
KS-09	Cowlitz River	High-Intensity	From the OHWM to the waterward toe of the levee.
KS-10	Cowlitz River	High-Intensity	From the OHWM to the waterward toe of the levee.
KS-11	Owl Creek	High-Intensity	150 ft.
KS-12	Owl Creek	Urban Conservancy	From the OHWM to the boundary of the right-of-way.
KS-13	Owl Creek	High-Intensity	From the OHWM to the boundary of the right-of-way.
KS-14	Coweeman River	High-Intensity	From the OHWM to the waterward toe of the levee.
KS-15	Coweeman River	High-Intensity	From the OHWM to the waterward toe of the levee.
KS-16	Coweeman River	High-Intensity	50 ft.

SMP BUFFERS CONT.

- Reach buffer widths set by analysis of:

- Existing ecological quality
- Existing development
- Planned development

Reach Number	Water Body	Shoreline Environment Designation	Buffer
KS-17	Coweeman River	Urban Conservancy	200 ft.
KS-18	Coweeman River	High-Intensity	From the OHWM to the Boundary of the right-of-way.
KS-19	Coweeman River	Residential	100 ft.
KS-20	Coweeman River	Residential	100 ft.
KS-21	Coweeman River	Residential	100 ft.
KS-22	Coweeman River	High-Intensity	From the OHWM to the waterward toe of the levee.
KS-23	Coweeman River	Urban Conservancy	From the OHWM to the waterward toe of the levee.
KS-24	Coweeman River	Residential	From the OHWM to the waterward toe of the levee.
KS-25	Coweeman River	Residential	150 ft.; Or, from the OHWM to the waterward toe of the levee, as applicable.

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PROGRAM REGULATIONS

- SMP use regulations provide specific standards for individual land uses.
 - Aquaculture
 - Boating Facilities
 - Commercial
 - Industrial
 - Institutional
 - Recreation
 - Residential
 - Instream Structures
 - Mining
 - Transportation
 - Utilities

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PROGRAM REGULATIONS

- Modification Regulations provide specific standards for modifications to the shoreline.
 - Shoreline Stabilization
 - Breakwaters, Weirs, and Groins
 - Residential Moorage
 - Fill and Excavation
 - Dredging and Dredge Material Disposal
 - Habitat Enhancement

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NEXT STEPS

- Review public comments on draft SMP and SEPA Checklist and revise as appropriate
- Planning Commission recommends approval to City Council, June 9th
- City Council 1st Reading, June 16
- City Council 2nd Reading and local adoption, July 7
- Locally adopted SMP submitted to DOE for final review and approval

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UPDATED SMP IMPLEMENTATION

- Following approval by the Department of Ecology, the City will conduct a workshop on the updated Shoreline Master Program for property owners, builders, realtors, and developers.

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QUESTIONS ?

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AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: INTERLOCAL AGREEMENT
WITH COWLITZ COUNTY ACCEPTING RURAL
ECONOMIC DEVELOPMENT GRANT FUNDING
FOR WEST MAIN STREET REVITALIZATION
PROJECT.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: June 16, 2015 _____

Originator: Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Agreement will be provided at the meeting

SUMMARY STATEMENT:

The City was awarded \$150,000 by Cowlitz County from its Rural Economic Development Fund program for streetscape improvements to West Main Street as part of the City's revitalization efforts along the corridor. The interlocal agreement authorizes the transfer of these funds for the specified purposes under the terms contained in the agreement. The City Council previously approved the application for these grant funds.

OPTIONS:

1. Move to approve the interlocal agreement with Cowlitz County for Rural Economic Development Funds for the West Main Street Revitalization project in the amount of \$150,000.
2. Do not approve the interlocal agreement.
3. Take no action and bring back for consideration at a future meeting.

RECOMMENDED ACTION:

Move to approve the interlocal agreement with Cowlitz County for the receipt of Rural Economic Development Funds for the West Main Street Revitalization Project in the amount of \$150,000.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

**Resolution for a Community Solar Project with
Inovus Solar**

Agenda Item: _____

Dept. of Origin: _____ Engineering _____

For Agenda of: _____ June 16, 2015 _____

Cost of Item: _____ N/A _____

City Manager: Steve Taylor _____

PRESENTED BY:

Steve Taylor

AGENDA ITEM ATTACHMENTS:

Resolution
Exhibit A

SUMMARY STATEMENT:

This local community solar project is a no cost, turnkey project for Inovus Solar to install solar panels on existing City streetlight posts. The energy generated will provide some residents credit on their electric bills. This project increases access to solar energy for residents regardless of roof availability or income status.

The City enters into an agreement with Inovus Solar to design, install, and administer the local community solar project for five (5) years. Inovus Solar receives funds from the state that incentivize solar installations. At the end of five years, any additional incentive revenue up to \$45,000 will be transferred to the City and the City will own the installation with its energy savings. The City may continue having Inovus Solar maintain the installation or the City can self-maintain it. The life expectancy of the solar installation is twenty years. The sponsor agreement contains supporting information such as project plans, maintenance, insurance, and the participant selection process.

FINANCIAL SUMMARY:

This program is at no cost to the City. Costs for the program come from the Renewable Energy System Cost Recovery Program, enacted by the Washington State Legislature that authorizes Community Solar projects built with "Made in Washington" solar panels and inverters to receive generous performance-based incentives for the energy the solar panels produce.

RECOMMENDED ACTION:

Staff recommends Council make a motion to adopt, by resolution, the Community Solar Project agreement.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,
APPROVING A LOCAL COMMUNITY SOLAR PROJECT WITH
INOVUS SOLAR**

WHEREAS, under RCW 82.16.110 et seq., state law authorizes the installation of solar panels on local government property in furtherance of local community solar projects to encourage the development of solar projects within Washington State; this law creates a cost recovery and incentive program to further such community solar projects; and

WHEREAS, Washington is a leader in community solar and one of only 10 states nationwide to adopt legislation supporting the advancement of such community solar projects; and

WHEREAS, with nearly 80 percent of residents unable to install solar energy on their own rooftops, community solar is essential to the growth of solar and renewable energy in our community and nation; and

WHEREAS, community solar allows anyone to get the benefits of solar energy regardless of homeownership or income status; and

WHEREAS, Inovus Solar has developed a local community solar project for the City of Kelso utilizing our existing infrastructure by installing solar panels on streetlights; and

WHEREAS, under this 5-year project, Inovus Solar will install the panels and administer the program at no cost to the City, taking advantage of the state incentives for participation and to recoup its costs; and

WHEREAS, under this project, the City will, through Inovus Solar, enable local residents who are participants in the program to participate at no cost and receive energy costs savings on their electric utility bills for five years; and

WHEREAS, Inovus Solar will remit any additional incentive revenue above the project development costs during the 5 year term back to the City; and

WHEREAS, at the end of the five year term the City will receive any additional incentives and will continue to receive the electric utility costs savings for the useful life of the panels, estimated to be approximately 20 years; and

WHEREAS, the City Council finds that it is in the public interest to support local renewable energy and further finds that this program will benefit the City and citizen participants in the program through reduced utility costs for the life of the solar panels;

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

SECTION 1. Community Solar Project Approval. That the City hereby approves of a local community solar project with Inovus Solar to install solar panels on certain City streetlights.

SECTION 2. City Manager Authorization. That the City Manager is authorized to enter into an agreement with Inovus Solar substantially in the form attached hereto as Exhibit A and to take such steps necessary and incidental to implement the program.

SECTION 3. Effective Date. This Resolution shall immediately be in full force and effect.

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

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

WASHINGTON STATE COMMUNITY SOLAR
SPONSOR AGREEMENT

Kelso Community Solar Program

This Community Solar Sponsor Agreement (hereafter "Agreement") is made this ___ day of _____ 2015, by and between the City of Kelso, a municipality of the State of Washington (hereinafter "Sponsor") and Inovus Solar, Inc. of Idaho, a Delaware corporation, (hereinafter "Developer").

WITNESSETH:

WHEREAS, Washington State Renewable Energy System Cost Recovery program requires Community Solar projects be located on municipal owned property; and

WHEREAS, Sponsor intends to provide municipal owned property to site the Community Solar project; and

WHEREAS, Developer intends to construct, manage and operate the Community Solar project to the benefit of the Sponsor, participants and local economy.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set for herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Agreement are the City of Kelso, a municipality of the State of Washington (hereinafter "Sponsor"), and Inovus Solar, Inc, a Delaware corporation, (hereinafter "Developer").

2. DEFINITIONS:

As used in this Agreement the following terms, when capitalized have the meaning indicated:

2.1.0 "Administrator" means an owner and assignee of a community solar project defined in Section 103 (a,c) of WAC 458-20-273 that is

responsible for applying for the cost recovery incentive on behalf of the system's owner and performing such administrative tasks on behalf of the owners as may be necessary: such as receiving the cost recovery incentive payments, and allocating and paying appropriate amounts of such payments to the owners.

- 2.1.1 "Community Solar Project" means any one of the following definitions below:
 - 2.1.1.1 A solar energy system located in Washington state that is capable of generating up to seventy-five kilowatts of electricity and is owned by local individuals, households, nonprofit organizations, or nonutility business that is placed on the property owned in fee simple by a cooperating local governmental entity that is not in the light and power business or in the gas distribution business.
 - 2.1.1.2 A utility-owned energy system located in Washington state that is capable of generating up to seventy-five kilowatts of electricity and that is voluntarily funded by the utility's ratepayers where in exchange for their financial support, the utility gives contributors a payment or credit on their utility bill for their share of the value of electricity generated by the solar energy system.
- 2.1.2 "Utility" means a light and power business, an electric cooperative, or a mutual corporation that provides electricity service.
- 2.1.3 "Local government entity" means any unit of local government of Washington State.
- 2.1.4 "Participant" means eligible individual, business, local utility, non-profit, local government entity that owns all or a portion of a solar energy system.
- 2.1.5 "Renewable Energy System" means a solar energy system used in the generation of electricity.
- 2.1.6 "Inovus Solar Unit" means the solar panel, solar inverter and attachment device.
- 2.1.7 "Site" means the location of the Inovus Solar Units connected to the utility grid that when combined form the Community Solar Project.
- 2.1.8 "Infrastructure" means the streetlight, utility poles, parking lot poles and traffic lights used to connect the Inovus Solar Units to the utility grid.

3 SITE:

Sponsor hereby authorizes Developer to utilize Infrastructure as defined in the Site Selection, incorporated herein as Exhibit "A". The use of Infrastructure is authorized for the express purpose of constructing, operating and maintaining a Community Solar Project. All Project plans must be approved by Sponsor and meet all applicable codes and requirements for selected sites in Exhibit "A".

4 TERM:

4.1 The initial term of this agreement is through June 30, 2020. The term will begin on the first day of the month following the date of the execution of this agreement (hereinafter "Commencement Date") and terminate June 30, 2020 thereafter (hereinafter "Termination Date").

4.2 At the end of the initial term, responsibility of the Community Solar Project transfers to the Sponsor.

4.2.0 At that point Sponsor determines if the Community Solar Project (i) continues to provide net metered credits to the participants or (ii) net metered credits are taken by Sponsor.

4.2.1 Sponsor determines (i) Sponsor assumes Administrator role or (ii) Local Administrator continues as Administrator.

4.3 Developer shall establish a 'Maintenance' escrow account managed by Administrator (local to project).

5 FINANCIAL CONSIDERATIONS:

5.1 Developer will bear sole responsibility for the construction, administration, maintenance and management of the Community Solar Project beginning at the Commencement Date.

5.2 Utility will bear responsibility designated by WAC 458-20-273 for processing of Performance Based Incentive payments and Participant bill credits.

5.3 Performance Based Incentives paid by the Washington Department of Revenue will be distributed per Exhibit "C".

5.4 Selection of Participants in the Community Solar Project will be determined based on the criteria and process in Exhibit "D".

6 TITLE AND QUIET POSSESSION:

6.1 Sponsor represents and covenants that Sponsor owns the Infrastructure in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature.

6.2 Sponsor represents and warrants to Developer that Sponsor has the full right to make this Agreement and that Developer shall have quiet and

peaceful use of the Infrastructure throughout the term of the Agreement.

7 USE OF INFRASTRUCTURE:

- 7.1 Developer shall use Infrastructure for the purpose of constructing, maintaining and managing a Community Solar Project. Developer shall have the right to attach Solar Panel, Inverter and Attachment Device to Infrastructure.
- 7.2 Developer shall comply with regulations of the Utility necessary to attach Inovus Solar Units to the power grid.
- 7.3 Inovus Solar Units shall not interfere with prior existing use of Infrastructure (lighting).
- 7.4 In the event the Sponsor determines that Developer has caused interference with existing Infrastructure use, Developer shall take all actions necessary to eliminate such interference.
- 7.5 It is understood and agreed that Developer's ability to use the Infrastructure for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals (Utility and Department of Revenue). Should any of the applications or permits and approvals be finally rejected, denied or otherwise withdrawn or terminated so that Developer is unable to use the Infrastructure for its intended purpose, this agreement shall be terminated on thirty (30) days written notice to the Sponsor.
- 7.6 Developer shall construct, operate and maintain the Project in a manner that will be reasonable and necessary to provide energy to the Participants of the Community Solar Project.

8 STRUCTURAL AND WIND ASSESSMENT STUDY:

Developer, at Developer's sole responsibility and no cost to the Sponsor, shall perform all necessary tests, including but not limited to structural load and wind stress calculations to determine the suitability of the Infrastructure for its intended use. The results of these studies shall be shared with Sponsor at no cost to Sponsor.

9 GOVERNMENTAL APPROVALS AND COMPLIANCE:

During the Term of this Agreement, Developer shall comply with all applicable laws affecting the Infrastructure. Developer shall not commit or suffer to be committed any waste or nuisance on the Infrastructure. Developer shall obtain any necessary governmental licenses or authorizations required for the construction and use of the

TO DEVELOPER: Inovus Solar, Inc

 3380 Americana Terrace, Suite 230

 Boise, ID 83706

 Attn: Project Administration

12 OPERATING EXPENSE:

Developer shall fully and promptly pay for all operating expenses incurred for the purpose of the Community Solar Project throughout the term of the Agreement.

13 TAXES:

Developer shall pay any personal property taxes assessed on, or any portion of such taxes attributed to, the Inovus Solar Unit.

14 INSURANCE:

At the time of the execution of this Agreement by Developer, Developer shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property with may arise from or in connection with the performance of the rights and obligations hereunder by Sponsor, its agents, representatives, employees or subcontractors. The minimum insurance requirements that the Developer must comply with to fulfill this obligation to procure and maintain insurance for this Agreement is attached hereto as Exhibit "E" labeled "Insurance Requirements".

15 MAINTENANCE:

Developer shall maintain the Infrastructure and Inovus Solar Unit in good condition and state of repair in compliance with all government regulations, including applicable Utility rules and regulations. Sponsor shall maintain its infrastructure adjacent and supportive of Community Solar Project in good condition and state of repair to avoid interference with Developer's use of Infrastructure.

16 HOLD HARMLESS:

16.1 Developer shall defend, indemnify and hold Sponsor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Infrastructure at Developer's invitation, or for damages to any person or property resulting from the physical structure or actions of Developer (including

damages caused by or resulting from equipment on the Infrastructure). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Infrastructure by the Developer shall be so installed, or maintained at the risk of the Developer. Subject to the limits of liability, Sponsor shall indemnify and hold Developer harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omission of Sponsor or Sponsor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Infrastructure. Sponsor shall not be responsible for any loss or damage to equipment owned by Developer which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Sponsor or Developer shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

- 16.2 Developer will be solely responsible for and will defend, indemnify, and hold Sponsor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney fees and costs, arising out of or in connection with the removal, clean up or restoration of the Infrastructure directly attributed to Developer's use or generation of Hazardous Materials.
- 16.3 Sponsor will be solely responsible for and will defend, indemnify, and hold Developer, its agents and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorney fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Infrastructure with respect to Hazardous Materials used or generated by Sponsor.

17 HAZARDOUS MATERIALS:

- 17.1 Sponsor represents and warrants, to the best of Sponsor's knowledge (1) Infrastructure is not in breach of any Environmental Laws, (2) Infrastructure is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability.
- 17.2 Developer shall not cause or permit any Hazardous Materials to be brought upon, stored, used, released or disposed of on or around

Infrastructure which would cause the Infrastructure to be in violation of any applicable Environmental Laws or which would require remediation or correction.

18 ADVERTISING/SIGNS:

18.1 Developer shall not place any advertising in, on or about the Project.

18.2 Publicity or press releases about the Community Solar Project shall be subject to a separate agreement between Sponsor and Developer.

19 DEVELOPER'S PERFORMANCE AND SURRENDER:

Developer shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to Sponsor the Infrastructure subject to the other provisions of this Agreement.

20 TERMINATION:

This agreement may be terminated, without penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Developer if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Community Solar Project; (c) by Developer if the Infrastructure are or become unacceptable to Developer under Developer's design or engineering specification or its Inovus Solar Unit; (d) Developer determines that technical problems cannot be reasonably corrected, preclude Developer from using Infrastructure for its intended purpose.

21 TITLE VI ASSURANCES:

21.1 Developer, its successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Community Solar Project, (2) that in the construction of any improvements within the Community Solar Project, and furnishing of services therein, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Developer shall the Infrastructure in

compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the US Department of Transportation--- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

21.2 That, in the event of breach of any of the above nondiscrimination covenants, Sponsor shall have the right to terminate the Agreement.

22 COMPLETE AGREEMENT:

This Agreement and any attached exhibits constitute the entire agreement between Sponsor and Developer; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

23 AMENDMENTS:

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both parties.

24 HEADINGS:

The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

City of Kelso

Inovus Solar

By: _____

By: _____

Printed Name: Steve Taylor

Printed Name: _____

Title: City Manager

Title: _____

Address: P.O. Box 819

Address: _____

Kelso, WA 98626

Date: _____

Date: _____

Approved as to form:

City Attorney

City Clerk

Exhibit A

Site Selection

Below is the site description for the City of Kelso's Community Solar project. The project will utilize a total of 162 poles. The Community Solar project (before final approval from State and Utility) will be 46.17 kw in size and will produce roughly 48,700 kWh of clean energy each year. A screenshot from Google Earth provides the bird's eye view for Kelso's project. Lastly, each street (with total pole count) that will be utilized for this project is included on the next page.

City of Kelso Community Solar project location map:

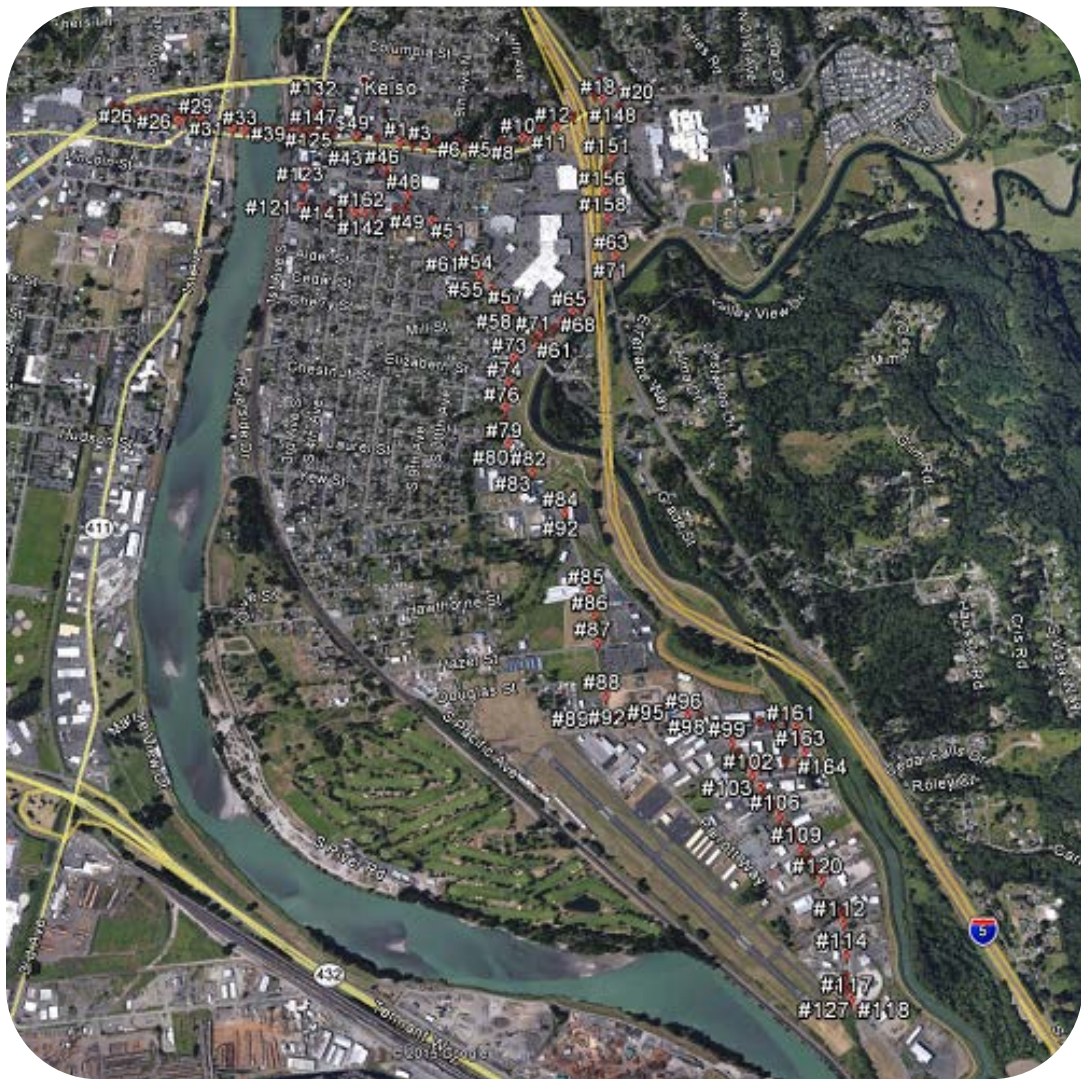


Exhibit A

Site Selection (cont)

City of Kelso infrastructure, utilized for Community Solar project:

Streets	# Poles	Pole Detail	Foundation Detail	Electrical Detail
W Main St	14	No	No	No
Allen St*	30	Yes	No	Partial
N Pacific Ave	8	No	No	No
S Pacific Ave	4	No	No	No
Ash St	9	No	No	No
Grade St	15	Yes	Yes	No
N Minor Rd	1	Yes	Yes	No
S Kelso Dr	10	Yes	Yes	No
Manasco Dr	10	Yes	Yes	No
13th Ave S	17	Yes	Yes	No
Colorado St	8	Yes	Yes	Yes
Talley Way	24	Yes	Yes	Yes
Baker Way	12	No	No	No
<hr/>				
Total	162			

*includes bridge

Note: The Developer and the City Manager are authorized to amend this Exhibit to reflect the actual number of poles to be utilized after further review and evaluation by City and Developer staff; and further to the recalculate the incentives based on such changes in the number of poles.

Exhibit B

Administration and Maintenance

As the Project Developer, Inovus is responsible for providing Administration and Maintenance through the term of this agreement, June 30, 2020. An Administration Account is established at the beginning of the project. Maintenance funds are deposited annually from the PBI payments at 5% of the revenue (PBI payment).

Estimated annual revenues (PBI payment): \$52,663

Administration and maintenance (annual deposit): \$2,633

At the end of this agreement, Sponsor elects to accept responsibility for Administration and Maintenance of the project or continue to have these services provided by a third party. The balance in the Administration and Maintenance Account may either be paid to Sponsor or directed to third party administrator.

Estimated Administration and Maintenance Account: \$13,166

Exhibit C
Distribution of
Washington Performance Based Incentive (PBI)

Project

Made in Washington Incentive: up to \$1.08/kWh

Size of system installed: 46.17 kw

Number of units installed: 162

Minimum number of Participants: 14

Estimated production per year: 48,762 kWh

Estimated PBI per year: \$52,663

Costs

Estimated total project cost: \$168,520.50*

*estimate includes an allocation of up to \$7,500 for variable project cost such as:

- Site Analysis
- L&I permitting
- City permitting
- Right of Way permitting
- PBI meters and interconnection fees
- Engineering analysis of infrastructure

*If variable project costs are greater than initially allocated, the additional expenses will be taken out of the incentive revenues

Estimated total project cost including financing: \$210,516

Estimated Administration Maintenance account: \$2,633/yr (5% of Revenue)

Surplus to Sponsor (Incentive Revenues less Project Costs)

Estimated surplus to Sponsor: \$26,468 (if built by Sept. 1st, 2015)

Exhibit D

Inovus Community Solar Suggested Participant Guidelines

As part of our mission to make the benefits of solar accessible to everyone, Inovus Solar is committed to working with Community Solar project sponsors to help make no cost community solar projects available to the local residents most in need. Regardless of homeownership or income status, we believe that Community Solar is truly solar for all.

Candidate Category	Eligibility	Selection Process	Purpose
<p>Lower Income</p>	<p>To choose eligible candidates, sponsor identifies income and family size criteria from industry standard guidelines. The suggested approach is for candidates to be selected based on their eligibility for the local utility's power assistance or discount program (i.e. Seattle Utility Discount Program). If the local utility does not maintain an assistance program, US HUD standards could be used. If not available or if under subscribed, then the criteria would default to General Applicant.</p>	<p>First-come, first-serve or random lottery selection to choose participants if the project is oversubscribed. First-come, first-serve is the most straight forward approach to implement. However, a random lottery selection may be viewed as more equal to all interested candidates at a slightly higher cost to administer.</p>	<p>This approach is most in line with the philosophy of community solar especially when up front capital investment is considered. Ideally lower income participants should be able to utilize the Federal Tax Credit, which adds to the total benefit of the project.</p>
<p>General Applicant</p>	<p>Any resident of the municipality or utility serving as project sponsor, view as an eligible applicant under the rules issued as part of the Washington Renewable Energy System Cost Recovery.</p>	<p>First-come, first-serve or random lottery selection to choose participants if the project is oversubscribed.</p>	<p>In line with philosophy and when combined with random draw, may be viewed as the most 'fair.' Same as Lower Income with regard to number of participants and associated benefits.</p>
<p>Non-Profit</p>	<p>Sponsor approved</p>	<p>Limited number of</p>	<p>Most straight</p>

Organizations	non-profits that meet eligibility requirements of the program.	participants (less than 20) identified and recommended by Inovus in line with the philosophy of community solar. Identification is driven by project contribution to overall budget impact of the Non-Profit.	forward to choose and administrate over time as the number of participants is smaller with much lower mobility. This selection does not maximize the project benefit as the Federal Tax Credit is not taken.
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Exhibit E

Insurance Requirements

Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Developer, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Developer. Insurance shall meet or exceed the following unless otherwise approved by Sponsor.

A. Minimum Insurance:

1. Commercial General Liability coverage with limits not less than \$2,000,000 per occurrence/\$2,000,000 annual aggregate
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions:

Self-insured retentions must be declared and approved by the Sponsor

C. Other Provisions: Commercial General Liability policies shall be endorsed to:

1. Include the Sponsor, its officials, employees and volunteers as additional insureds,
2. Provide that such insurance shall be primary as respects any insurance of self-insurance maintained by the Sponsor.
3. Provide that coverage shall not be cancelled except after thirty (30) days written notice has been given to Sponsor.

D. Acceptance of Insurers:

Insurance shall be placed with insurers with a rating acceptable to Sponsor.

E. Verification of Coverage:

Developer shall furnish Sponsor with certificates of insurance required by this clause. The certificates are to be received and approved by Sponsor before work commences. Sponsor reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates must also be provided by Developer's subcontractors.

F. Subcontractors:

Developer shall require subcontractors to provide coverage which complies with the requirements stated herein.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY OF KELSO AMENDING CHAPTER 9.04 OF THE KELSO MUNICIPAL CODE TO UPDATE THE CRIMINAL STATUTES WHICH HAVE BEEN ADOPTED BY REFERENCE, TO ADOPT AN ADDITIONAL STATUTE BY REFERENCE MAKING IT AN OFFENSE TO FAIL TO REGISTER AS A SEX OFFENDER AND RE-ADOPTING THOSE STATUTES WHICH ARE UNCHANGED.

Agenda Item: _____

Dept. of Origin: Prosecuting Attorney

For Agenda of: June 16, 2015

Originator: _____

City Attorney: Janean Parker

City Manager: Steve Taylor

PRESENTED BY:

Steve Taylor

Agenda Item Attachments:

Proposed Ordinance
Exhibit A - RCW 9A.44.132

SUMMARY STATEMENT:

The City has adopted numerous state criminal statues allowing the City's prosecuting attorney to bring forward criminal charges should one of the referenced laws be violated. RCW 9A.44.130 has been adopted and requires that qualified individuals register as sex offenders. The proposed ordinance adopts RCW 9A.44.132 that outlines the process and penalties if an individual fails to register appropriately.

RECOMMENDED ACTION:

Make a motion to approve Ordinance amending KMC 9.04 on second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING CHAPTER 9.04 OF THE KELSO MUNICIPAL CODE TO UPDATE THE CRIMINAL STATUTES WHICH HAVE BEEN ADOPTED BY REFERENCE, TO ADOPT AN ADDITIONAL STATUTE BY REFERENCE MAKING IT AN OFFENSE TO FAIL TO REGISTER AS A SEX OFFENDER AND RE-ADOPTING THOSE STATUTES WHICH ARE UNCHANGED.

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

SECTION 1. Kelso Municipal Code Amended. That Kelso Municipal Code, Chapter 9.04, be and the same is hereby amended and reenacted to provide as follows:

9.04.010 Statutes Adopted.

Pursuant to the authority contained in RCW 35A.13.180, there is hereby adopted by this reference the following Washington State Statutes as though each was set forth in full herein, together with any and all amendments hereafter made to said statutes by the Legislature:

- 7.80.160 Notice, Failure to Sign, Nonappearance – Failure to Satisfy Penalty.
- 9.03.010 Abandoning, discarding refrigeration equipment.
- 9.03.020 Permitting unused equipment to remain on premises.
- 9.03.40 Keeping or storing equipment for sale – Defense.
- 9.40.100(1) Tampering with fire alarm or equipment – false alarm.
- 9.41.180 Setting spring trap.
- 9.41.230 Aiming or discharging firearms.
- 9.41.250 Dangerous weapons.
- 9.41.260 Dangerous exhibitions.
- 9.41.270 Carry or exhibit dangerous weapon.
- 9.41.280 Carry dangerous weapons on school facilities.
- 9.45.062 failure to deliver leased personal property
- 9.45.240 Fraud – telephone service.
- 9.46.170 Gambling commission – False entries or refusal to produce records.
- 9.46.185 Aid and abet gambling violation.
- 9.46.190 Fraud or deceit – Gambling.
- 9.46.195 Obstruction of public servant – Gambling.
- 9.46.196 Cheating other participant – Gambling.
- 9.46.198 Working in gambling activity without license.

9.46.240 Gambling information, transmitting or receiving.
9.61.230 Telephone calls to harass.
9.61.240 Permit telephone calls to harass.
9.61.250 Where deemed committed.
9.91.020 Operating railroad, steamboat, vehicle, etc., while intoxicated.
9.91.025 Unlawful bus conduct.
9.91.060 Leaving children unattended in parked automobile.
9A.36.041 Assault in the fourth degree.
9A.36.050 Reckless endangerment.
9A.36.070 Coercion.
9A.36.150 Interfering with the Reporting of Domestic Violence.
9A.40.070 Custodial Interference Second Degree.
[9A.44.130 Sex/Kidnapping Offender Registration.](#)
[9A.44.132 Sex/Kidnapping Offender – Fail to Register.](#)
9A.46.020 Harassment definition.
9A.46.030 Place where committed.
9A.46.040 Court-ordered requirements upon person charged.
9A.46.060 Crimes included in harassment.
9A.46.080 Order restricting contact – Violation.
9A.46.110 Stalking.
9A.48.050 Reckless burning in the second degree.
9A.48.090 Malicious mischief in the third degree.
9A.50.020 Interfere with healthcare facility.
9A.50.030 – Penalty.
9A.52.060 Burglar tools.
9A.52.070 Criminal trespass – first degree.
9A.52.080 Criminal trespass – second degree.
9A.52.100 Vehicle prowling – second degree.
9A.56.010 and
9A.56.020 Theft – definitions and defense.
9A.56.050 Theft – third degree.
9A.56.060 Unlawful issuance of bank checks.
9A.56.170 Possessing stolen property – third degree.
9A.56.180 Obscuring identification of machine.
9A.56.220 Theft of cable television services.
9A.60.040 Criminal impersonation.
9A.72.040 False swearing.
9A.72.150 Tampering with physical evidence.
9A.76.020 Obstructing a public servant.
9A.76.030 Refusing to summon aid for a peace officer.
9A.76.040 Resisting arrest.
9A.76.050 Rendering criminal assistance – definition.
9A.76.060 Rendering criminal assistance – relative.
9A.76.070 Rendering criminal assistance – first degree.
9A.76.080 Rendering criminal assistance – second degree.
9A.76.090 Rendering criminal assistance – third degree.

9A.76.100 Compounding.
9A.76.130 Escape – third degree.
9A.76.160 Introducing contraband.
9A.76.175 Making false or misleading statement to a public servant.
9A.84.010 Riot.
9A.84.020 Failure to disperse.
9A.84.030 Disorderly conduct.
9A.84.040 False reporting.
9A.88.010 Indecent exposure.
9A.88.030 Prostitution.
9.68A.090 Communication with a minor for immoral purposes.
10.14.120 Anti-harassment.
10.14.170 Civil Anti-harassment.
10.99.040 District Court protection order.
10.99.050 Violation – Condition of Sentence.
26.28.080 Selling or giving tobacco to minors.
26.28.085 Applying tattoo to a minor.
26.50.110 Superior Court – Protection Order – violation.
13.32A.080 Harboring runaway.
46.16.010(2) Trip permit violation.
66.44.200 Selling liquor to intoxicated person.
66.44.270 Furnish, possess, use alcohol – minor.
69.50.4013 Possession of a controlled substance – Penalty – Possession of useable marijuana or marijuana infused product.
69.50.4014 Possession of forty grams or less of marijuana – Penalty.
69.50.412 Prohibited acts: E-Penalties
69.50.420 Violation-Juvenile driving privileges.
69.50.425 Misdemeanor violations – Minimum penalties.
69.50.445 Opening a package of or consuming marijuana, useable marijuana, or marijuana-infused product in view of general public – Penalty.
70.155.080 Possession of tobacco by minors.

9.04.012 Cause for dismissal.

Nothing herein contained shall cause dismissal of any pending charges at the time the ordinance codified in this chapter goes into effect.

9.04.014 Copy to be kept on file.

At least one authenticated copy of the ordinance codified in this chapter and a copy of the entire text of each statute adopted by reference herein shall be kept in the city clerk's office and under his/her direction, together with any amendments made by the legislature.

9.04.16 Exemptions.

The city is declared to be exempt from the provisions of subsection (4) of RCW 9.41.050, which provides that “no person may carry a firearm unless it is unloaded and is enclosed in an opaque case or secure wrapper”.

9.04.020 Violation – Penalty.

Violation of any of the provisions contained in this chapter shall be punished as provided by state law, as now existing or as hereafter amended.

SECTION 2. Severability. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect five 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.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Resolution to adopt an updated Six-Year
Transportation Improvement Program for the 2016-
2021 period

Agenda Item: _____

Dept. of Origin: Community Dev/Engineering

For Agenda of: June 16, 2015

PRESENTED BY:

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

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Resolution and Exhibit A

SUMMARY STATEMENT:

Each year the City is required to adopt a Six-Year Transportation Improvement Program (TIP). This program is developed by the Engineering Division for approval by the City Council. The program is important to the City because without it is the mechanism for receiving State and/or Federal Funding for the transportation projects.

The purpose of the TIP is to create a planning tool for all federally classified roadways such as Allen Street, 7th Avenue, Talley Way, etc. The TIP's goal is to focus on planning for regionally significant projects and identifying how these projects are to be funded. In short, adopting the plan provides the City access to available funding as it may arise for federally classified streets.

All projects with secured federal funding are forwarded to the Cowlitz-Wahkiakum Council of Governments (CWCOG), for inclusion in the Regional State Transportation Improvement Plan.

RECOMMENDED ACTION:

Staff recommends adoption of the Resolution to amend the Six-Year Transportation Improvement Program and adopt it as the 2016-2021 Six-Year Transportation Improvement Program.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, ADOPTING AN AMENDMENT TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET IMPROVEMENTS.

WHEREAS, on the 2nd day of June, 2015, in the Council Chambers at City Hall in Kelso, Washington, a public hearing was held after due and legal notice, for the purpose of discussing an update to the City's current Six-Year Transportation Improvement Program from 2015 to 2020; now, therefore,

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

The following named streets and the project improvements of the same, a detailed list of which is hereby attached, marked "Exhibit A," and by this reference incorporated herein in full, be and the same is hereby adopted as the ensuing Six-Year Transportation Improvement Program from 2016 to 2021 for improvement of arterial streets.

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

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

2016 - 2021 TIP

Projects		2016	2017	2018	2019	2020	2021	Program/Project Total
Citywide Pavement Preservation	T-1	\$ 545,000	\$ 150,000	\$ 400,000	\$ 150,000	\$ 400,000	\$ 200,000	\$ 1,845,000
Sidewalk Improvement Program	T-2	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 150,000
CHAP Street Overlay/Minor Road Restoration	T-3	\$ 400,000	\$ 400,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,000,000
Yew Street Reconstruction/Construction	T-4	\$ 1,410,500						\$ 1,410,500
S. Kelso RR Crossing Environmental Permitting	T-5	\$ 400,000	\$ 500,000					\$ 900,000
West Main Revitalization Project/Construction	T-6	\$ 750,000						\$ 750,000
Functional Classification Study	T-7	\$ 100,000						\$ 100,000
Streetlight Upgrades and Enhancements	T-8		\$ 50,000	\$ 250,000				\$ 300,000
5th Avenue Streetscape	T-9		\$ 130,000	\$ 520,000				\$ 650,000
Oak Street Revitalization	T-10			\$ 100,000	\$ 400,000			\$ 500,000
Grade Street Corridor Enhancements	T-11					\$ 400,000	\$ 1,500,000	\$ 1,900,000
W. Main St. Phase 2 Design	T-12			\$ 500,000				\$ 500,000
W. Main St. Phase 2 Right of Way Acquisition	T-13				\$ 4,500,000			\$ 4,500,000
W. Main St. Phase 2 Construction	T-14					\$ 2,000,000		\$ 2,000,000
Talley Way Corridor & Bridge Design	T-13						\$ 2,500,000	\$ 2,500,000
		\$ 3,655,500	\$ 1,230,000	\$ 2,020,000	\$ 5,050,000	\$ 2,850,000	\$ 4,200,000	\$ 19,005,500