

Kelso City Council Agenda

Regular Meeting, 6:00 pm
May 20, 2014
City Hall, Council Chambers
203 South Pacific
Kelso, WA 98626



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

Invocation:

Pastor Nick Stumbo, East Hills Alliance Church

Roll Call to Council Members:

1. Approve Minutes:

1.1. May 6, 2014 – Regular Meeting

2. Presentations:

- 2.1. Kelso Youth Baseball Stadium – Concessions Improvements
- 2.2. Public Works Annual Report
- 2.3. Excellence in Financial Reporting CAFR Award

3. Consent Items:

- 3.1. Lodging Tax Advisory Committee Recommendation
- 3.2. Auditing of Accounts

4. Citizen Business:

5. Council Business:

- 5.1. Cowlitz County Corrections Jail Bed Rates
- 5.2. Council Rules of Procedure Discussion
- 5.3. Council Committee Assignments

6. Action/Motion Items:

- 6.1. Ordinance, 2nd Reading
 - 6.1.1. Budget Amendment

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6.2. Ordinance, 2nd Reading

6.2.1. Zoning Map Amendment

Other Items:

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

Pastor Russ Jorgenson, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Myers, Schimmel, Roberson, McDaniel, Franklin and Archer.

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember McDaniel, 'Approve the Minutes of the 4/15/14 Regular Meeting,' motion passed, all voting yes.

PROCLAMATIONS:

Mayor Futcher read a proclamation declaring May 12th – 18th, as “**National Salvation Army Week**” in the City of Kelso. Major Dave Davis accepted the proclamation.

Mayor Futcher read a proclamation declaring May 12th – 18th, as “**Children’s Book Week**” in the City of Kelso. Library Manager Cindy Donaldson accepted the proclamation.

Mayor Futcher read a proclamation declaring May 18th – 24th, as “**National Public Works Week**” in the City of Kelso. Superintendent of Public Works Randy Johnson accepted the proclamation.

Mayor Futcher read a proclamation declaring May 11th – 17th, as “**National Transportation Week**” in the City of Kelso. Superintendent of Public Works Randy Johnson accepted the proclamation.

Mayor Futcher read a proclamation declaring May 4th – 10th, as “**National Drinking Water Week**” in the City of Kelso. Superintendent of Public Works Randy Johnson accepted the proclamation.

Mayor Futcher read a proclamation declaring May 11th – 17th, as “**National Police Week**” in the City of Kelso. Police Chief Andrew Hamilton and Officer Brian Clark accepted the proclamation. Chief Hamilton gave a power point presentation on National Police Week.

PRESENTATION:

Cowlitz 2 Fire & Rescue: Chief Dave LaFave provided an overview of the 2014 annual report.

Community Development Annual Report: Community Development Director/City Engineer Mike Kardas gave a power point presentation of the 2014 annual report.

CONSENT AGENDA:

1. **Planning Commission Appointment:** - James Hill

Upon motion by Councilmember Myers, seconded by Councilmember Archer, 'Approve the Consent Agenda,' motion carried, all voting yes.

CITIZEN BUSINESS:

The following spoke in support of Councilmember Franklin:

Scott Whittington, 131 Jack Rabbit Road, Woodland.

Darrell Smith, 1641 7th Ave, Longview.

Crystal Rich, 311 Ragland Road, Longview.

Janice Barrera, 152 Alabama, Longview.

Johann Peters, 512 West Main Street, spoke about the City moving forward on providing assistance to the businesses that are affected by the realignment project.

Rod Wright, 97 Banyon Drive, spoke regarding nuisance abatement.

COUNCIL BUSINESS:

Interlocal Agreement – Cowlitz County GIS Services:

Upon motion by Councilmember Schimmel, Seconded by Councilmember Myers, 'Approve the Interlocal Agreement with Cowlitz County for GIS Services,' motion passed, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) – Budget Amendment: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO RELATING TO PUBLIC EXPENDITURES AND DECLARING AN EMERGENCY UNDER THE PROVISIONS OF RCW35A.34.150, FIXING THE AMOUNT OF MONEY REQUIRED TO MEET SUCH EMERGENCIES AND AUTHORIZING THE EXPENDITURE OF MONEY NOT PROVIDED FOR IN THE 2013-2014 BIENNIAL BUDGET OF THE CITY,' motion passed, all voting yes.

Resolution No. 14-1115 Special Event Fee Waiver: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Pass Resolution No. 14-1115, 'A RESOLUTION OF THE CITY OF KELSO WASHINGTON AUTHORIZING THE CITY MANAGER TO SPONSOR CERTAIN PUBLIC COMMUNITY EVENTS THROUGH WAIVER OF

SPECIAL EVENT PERMIT FEES AND FACILITY AND PARK RENTAL FEES,' motion carried, all voting yes.

Resolution No. 14-1116 Police Surplus Vehicles: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, 'Pass Resolution No. 14-1116, '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 carried, all voting yes.

Resolution No. 14-1117 Public Works Board 2016 Construction Loan Program: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Pass Resolution No. 14-1117, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO RELATED TO THE PUBLIC WORKS BOARD 2016 CONSTRUCTION LOAN PROGRAM,' motion carried, all voting yes.

Ordinance No. (1st Reading) – Zoning Amendment: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Archer, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE CORRECT DESIGNATION OF CERTAIN PARCELS OF PROPERTY,' motion passed all voting yes.

MANAGER'S REPORT:

Steve Taylor: No report. Executive session will be required to discuss potential and pending litigation.

COUNCIL REPORTS:

Todd McDaniel: No report.

Rick Roberson: No report

Gary Archer: Commented that he recently graduated from the Citizen's Police Academy and enjoyed the program. He expressed gratitude to Chief Hamilton for the excellent program. He encouraged others to participate.

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

Jared Franklin: Commented on his recent incident. He thanked everyone for being involved and attending tonight.

Gary Schimmel: Commented that today is “National Teacher’s Day.” He encouraged everyone to take the time to thank all the teachers in public schools, private schools and home schools in our community.

David Futcher: Commented that Council Rules need to be reviewed. Consider placing them on the agenda for the next meeting.

EXECUTIVE SESSION:

The Council convened into Executive Session at 7:21 p.m. to discuss potential and pending litigation. The Executive Session is expected to last approximately 10 minutes. The City Attorney was present and no action was taken.

The Council reconvened into Regular Session at 7:31 p.m.

There being no further business, Mayor Futcher adjourned the meeting at 7:31 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

2014 Big Idea Project Approval

Agenda Item: _____

Dept. of Origin: Lodging Tax Committee

For Agenda of: May 20, 2014

PRESENTED BY:

Todd McDaniel, LTAC Chairman

City Manager: Steve Taylor

AGENDA ITEM ATTACHEMENTS:

September 30, 2013 - Meeting Minutes
May 16, 2014 – Draft Meeting Minutes
Exhibit A – Letter from Cowlitz County
Exhibit B –Big Idea Revenue/Expense Report

SUMMARY STATEMENT:

On May 2, 2014 the City received a letter from Cowlitz County requesting funding for Big Idea projects (included as Exhibit A). The City also received a spreadsheet containing the amounts requested for the 2014 project in Castle Rock as well as requested amounts for the two previously approved projects in Kalama and Woodland (included as Exhibit B). The amounts requested for Woodland and Kalama are a housekeeping item as these project amounts have already been approved and disbursed but were refunded to the City based on process concerns expressed by the State Auditor's Office. On May 16, 2014 an LTAC meeting was held to evaluate the funding proposal received and recommended the following disbursement of funds:

City of Castle Rock - \$7,625.00
City of Kalama - \$3,163.61
Woodland Chamber of Commerce - \$4,928.24

RECOMMENDED ACTION:

Move to approve the recommended allocation of the City's Lodging Tax funds to the City of Castle Rock, Kalama, and Woodland Chamber of Commerce for the above mentioned amounts.

**Lodging Tax Advisory Committee
September 30, 2013
City of Kelso, Executive Session Room**

Minutes

Call to order:

Council Representative Todd McDaniel called the meeting to order at 11:04 a.m.

Those present were as follows:

Lodging Tax Committee Members

Todd McDaniel, Council Rep
Paul Thornton
Cindy Keeney
Syed Pasha

Staff

Amy Mullerleile, Assistant to City Manager
Brian Butterfield, Finance Director
Steve Taylor, City Manager

Guests

Gian Morelli

Absent Lodging Tax Committee Members

Bill Marcum

Minutes:

Cindy Keeney made the motion to approve the minutes from the September 23, 2013 meeting, seconded by Syed Pasha. Motion carried, all voting 'yes'.

Funding Overview:

The LTAC Committee discussed funding availability and determined as a group that they would like to keep distributions for 2014 at the current budgeted funding level and not go into reserves.

Syed Pasha made the motion to forward the following funding distribution recommendation to the Kelso City Council for approval for a total of \$135,100. Paul Thornton seconded the motion. Motion passed, all voting 'yes'.

- Kelso Highlander Festival - \$15,000 (requested \$20,000)
- The Big Idea Fund - \$7,650 (ongoing commitment)
- City of Kelso, visitors brochure and signage - \$5,000 (requested \$5,000)
- City of Kelso, visitors center signage and exterior improvements - \$10,000 (requested \$10,000)
- Kelso Longview Chamber, Visitor Information Center - \$50,500 (requested \$50,500)
- LCC Athletics, two (2) sporting events - \$3,000 (requested \$3,000)
- Columbia Theatre - \$10,000 (requested \$20,000)
- Cowlitz County Museum - \$15,000 (requested \$15,000)
- KDRA - \$500 (requested \$2,500)
- Longview World Series Committee - \$10,000 (requested \$20,000)
- Kelso Powwow Committee - \$500 (requested \$2,000)

- Kelso Youth Baseball – \$25,000 (requested \$25,000) \$8,000 from 2013 revenues and \$17,000 from a General Fund loan to be repaid by 2016

The LTAC committee did not recommend funding for the following events/projects

- Go 4th Festival, American Lumberman's Association Timbersports competition, \$2,500 requested
- Mizzle Marketing, City Marketing Campaign, \$55,000 requested

Committee Member/General Public Comments:

The discussion regarding the legalities and logistics of funding the Kelso Youth Baseball capital improvement project continued from the previous meeting. City Manager Steve Taylor explained the options to the committee and presented them with an application amendment attached as Exhibit A. Finance Director Brian Butterfield gave the committee a brief explanation of the interfund loan process. The committee agreed that the funding for Kelso Youth Baseball will include \$8,000 from 2014 revenues and a \$17,000 loan from the general fund to be paid back over two years with a final payment in 2016. The LTAC committee agreed that if 2013 revenues exceed the \$75,000 reserve estimate those surplus funds will be applied to the amount allocated for distribution in 2014 thereby reducing the amount borrowed from the General Fund.

The attached minutes give details on the recommendation process. A summary of funding applications received by the City and the amount requested is attached as Exhibit B.

With no further comments, the meeting was adjourned at 11:46 am.

Respectfully Submitted,

Amy Mullerleile, Recording Secretary

**Lodging Tax Advisory Committee
May 16, 2014
City of Kelso, Executive Session Room**

Minutes

Call to order:

Council Representative Todd McDaniel called the meeting to order at 11:01 a.m.

Those present were as follows:

Lodging Tax Committee Members

Todd McDaniel, Council Rep
Bill Marcum
Cindy Keeney

Staff

Amy Mullerleile, Assistant to City Manager
Steve Taylor, City Manager

Absent Lodging Tax Committee Members

Syed Pasha
Paul Thornton

Minutes:

Cindy Keeney made the motion to approve the minutes from the September 30, 2013 meeting, seconded by Bill Marcum. Motion carried, all voting 'yes'.

Funding Overview:

The LTAC Committee discussed the history and challenges of the Big Idea Project as well as the current fund requests. Steve Taylor explained that the requests from the City of Kalama and the Woodland Chamber of Commerce had already been approved and disbursed in previous years but were refunded to the City based on concerns from the State Auditor. The auditor said rather than each participating jurisdiction sending their contribution to Cowlitz County to be paid to the project jurisdictions the money needed to be paid directly to the entity proposing the project.

Bill Marcum made the motion to forward the following funding distribution recommendation to the Kelso City Council for approval for a total of \$15,716.85. Cindy Keeney seconded the motion. Motion passed, all voting 'yes'.

- City of Castle Rock - \$7,625.00
- City of Kalama - \$3,163.61
- Woodland Chamber of Commerce- \$4,928.24

Committee Member/General Public Comments:

Steve Taylor informed the committee that the City's hotelier representative on the Big Idea Board, Ginny Whiffen, had recently been replaced and Pam Fierst would be the new representative.

With no further comments, the meeting was adjourned at 11:10 am.

Respectfully Submitted,

Amy Mullerleile, Recording Secretary

DRAFT



Board of Commissioners

County Administration Building
207 Fourth Avenue North
Kelso, WA 98626
TEL (360) 577-3020
FAX (360) 423-9987
www.co.cowlitz.wa.us

COMMISSIONERS

Michael A. Karnofski
District 1

Dennis P. Weber
District 2

James R. Misner
District 3

CLERK OF THE BOARD

Tiffany Ostreim

April 18, 2014

City of Kelso
ATTN: Steve Taylor
203 S. Pacific Ave.
PO Box 819
Kelso, WA 98626

Re: Big Idea Amendments

Dear Mr. Taylor:

This letter is to inform you that all of the cities have agreed, signed, and returned the amendments to The Big Idea Interlocal Agreement.

Additionally, the receiving city for 2014, Castle Rock has made their recommendations to The Big Idea Board, who voted to give it unanimous support.

Their Big Idea projects for Castle Rock are as follows:

- Exit 49 Visitor's Center: \$47,000.00
- Exhibit Hall upgrades: \$10,676.00
- America in Bloom Flower pots for Downtown Floral Presentation: \$4,500.00
- Install Landscape per approved designs at Exits 48 & 49: \$2,500.00
- Festival of Lights Annual downtown lighting and Christmas Event: \$3,000.00

Your agreed portion towards The Big Idea Interlocal Agreement for Castle Rock is: **\$7,444.36**
(Please have your city council approve and send this portion directly to the city of Castle Rock)

Carry overs from the prior two years include the already approved but un-funded portions for Kalama and Woodland; they are as follows:

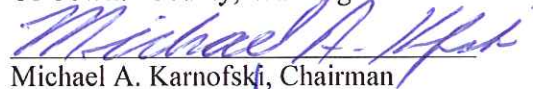
Kalama Blues Festival and promotions: **\$3,088.66**
(Please send this portion directly to the city of Kalama)

Woodland Chamber of Commerce Visitor's Center: **\$4,811.49**
(Please send this portion directly to the city of Woodland)

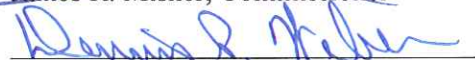
*Please note: The portions for Woodland and Kalama were returned to your city last year for this purpose and no further allocation to them will be required through this agreement.

Thank you for your continued involvement in The Big Idea.

Sincerely,
Board of County Commissioners
Of Cowlitz County, Washington


Michael A. Karnofski, Chairman


James R. Misner, Commissioner


Dennis P. Weber, Commissioner

cc: Commissioners Record
OFM



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

SUBJECT TITLE:

ADOPTING AN INTERLOCAL AGREEMENT
WITH COWLITZ COUNTY FOR THE USE OF
JAIL FACILITIES

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: May 20, 2014

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

Interlocal Agreement with Cowlitz County for Use of Jail Facilities

SUMMARY STATEMENT:

The City of Kelso, along with the other municipal entities in Cowlitz County, currently contracts for jail services with the County. The existing agreement covered the five-year period between 2009-2013. A new agreement covering 2014-2018 has been negotiated between the parties and is presented for Council's consideration.

The jail services fee structure is broken down as follows (with details included in Section 3 – Prisoner Fees):

1. Daily bed rate
2. Work release fee
3. Reimbursement for medical care
4. Booking fees (including misdemeanor booking and release)
5. Medical care transport

The 2009 daily rate was set at \$66.17 and subsequent adjustments were calculated in accordance with the fee formula contained within Exhibit A and could not exceed 3% of the prior year's actual daily rate. The daily rate for 2013 was \$73.03. The County's actual adjusted cost per inmate consistently exceeded the daily rate charged to the cities (in 2011, the cost was \$7.12/inmate/day higher than the daily rate). In negotiating the new agreement, the County requested that rates completely reflect actual costs and be adjusted accordingly each year. The cities opposed the concept of losing the cap on the rate of increase, and negotiated a higher base daily rate for 2014 of \$79.55 (which is the County's actual 2012 adjusted cost per inmate) and a cap of 5% on future annual rate adjustments. This compromise reduces the County's loss exposure while maintaining an acceptable level of cost control for the cities. If actual costs are lower than the rate for a current year or less than 5% greater than the current year, the rate will be adjusted to reflect the actual daily costs per inmate.

The booking rate and medical care transport fee is established at \$61.58 in 2014 which is 1.5 times the average full hourly wage for a corrections officer. Subsequent increases cannot exceed 5%.

The Washington State Department of Corrections also contracts with Cowlitz County for incarceration services. The expenses related to the DOC contract are subtracted from the costs used in the calculation of the daily rate.

The jail contract's daily rate cost drivers are a decline in the average daily number of offenders, increase in personnel costs, and emergency medical expenses. To reduce costs, the County closed down the 3rd Floor incarceration unit at the Hall of Justice and instituted on-site urgent care for offenders to reduce ER and hospital visits. Even with these operational changes, the high fixed costs of a jail facility keeps adjustments to the daily rate sensitive to fluctuations in the daily number of offenders. Overall, the City has experienced a reduction in jail expenses in the past three years due to incarcerating fewer offenders on a daily basis. As the jail loses revenue from the lower daily offender population, higher daily rates are incorporated to recover actual costs.

OPTIONS:

- 1) Move to approve the Interlocal Agreement with Cowlitz County for jail services;
- 2) Do not approve the Interlocal Agreement;
- 3) Take no action and defer consideration to a subsequent regular meeting.

RECOMMENDED ACTION:

Move to approve the Interlocal Agreement with Cowlitz County for jail services.

**INTERLOCAL AGREEMENT BETWEEN COWLITZ COUNTY AND CITY OF
KELSO FOR USE OF JAIL FACILITIES**

THIS AGREEMENT, made and entered into this _____, day of _____, 2014, by and between the **CITY OF KELSO**, a municipal corporation of the State of Washington, hereinafter called "City," and **COWLITZ COUNTY**, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, hereinafter called "County,"

WITNESS:

WHEREAS, pursuant to RCW Chapters 39.34 and 70.48, City and County may enter into an agreement, through their respective legislative bodies, whereby County shall furnish jail facilities for City prisoners upon such terms as may be mutually agreed upon, and

WHEREAS, it is considered necessary and desirable, and in the public interest, that the County and the City exercise the rights and privileges afforded by these statutes, and

WHEREAS, City and County agree that the terms and conditions set forth herein are an acceptable basis for the County to provide prisoner detention services, including jail and special detention arrangements, to the City for persons committing misdemeanor or gross misdemeanor offenses within the corporate limits of City.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:
 - A. "Jail Facilities" shall mean those facilities operated by the County designed, staffed and used to house primarily adult persons awaiting court disposition and/or serving terms not exceeding one year for the purpose of punishment, correction or rehabilitation following conviction of a criminal offense.
 - B. "City Prisoner" shall mean a person detained or arrested on misdemeanor or gross misdemeanor charges by law enforcement officers of the City, while such person is awaiting trial, sentencing or other disposition on such charges, or serving a sentence on such charges imposed by a court of limited jurisdiction.
 - C. "Medical Care or Health Care" shall include preventive, diagnostic and rehabilitative services provided by licensed health care professionals and/or in licensed facilities; such care to include prescription drugs.
 - D. "Normal Working Hours" shall mean hours between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding legal holidays.

2. Availability of Jail Facilities. The County agrees to furnish its Jail Facilities and personnel for the confinement of City Prisoners in the same manner and to the same extent as the County furnishes said service for confinement of its own prisoners. The Jail Facilities shall be made available and furnished for holding of City Prisoners held upon arrest, awaiting trial, and service of imposed jail terms for misdemeanor and gross misdemeanor cases. To the extent that space is available, City shall utilize the Jail Facilities prior to confining City Prisoners at any other jail facility. **The County agrees that the Jail Facilities shall be managed with the intent of maintaining space available for the confinement of persons committing crimes within Cowlitz County as a first priority.** The County shall not less than annually provide the City with a copy of documentation detailing the terms and conditions under which any persons other than those committing crimes in Cowlitz County or serving terms imposed by Cowlitz County courts are or will be confined in the Jail Facilities during the term of this Agreement. The County shall further provide the City with monthly jail management reports identifying the number of such persons, if any, confined in the Jail Facilities during such month.

It is understood and agreed that County shall have no obligation to confine additional City Prisoners when the Jail Facility is at its maximum rated capacity, and in such event, City will make diligent efforts to confine its prisoners in facilities other than the Jail Facilities. The County Corrections Department shall at all times remain authorized to control the inmate population in accord with County promulgated policies. The County Corrections Department shall exercise best efforts to advise the City in writing as soon as possible in the event that the Corrections Department at any time determines that the Jail Facility has reached a population level such that the County's ability to accept further City Prisoners may be jeopardized, so the City may plan for alternative facilities to house its inmates. When inmate populations make it necessary for the Corrections Department to decline acceptance of and/or release inmates, the Corrections Department shall exercise best efforts to treat arrestees or prisoners of all users of the Jail Facilities on an equal basis.

The parties agree to jointly investigate and evaluate the feasibility and advisability of contracting with other entities to house sentenced inmates in other jails or correctional facilities within the States of Washington or Oregon. The cost of placing and maintaining any such inmates, including transportation and security, shall be included in the calculation of the daily rate as provided in Section 3 of this Agreement and may result in adjustment of that rate.

3. Prisoner Fees.

A. Daily Rate: The City agrees to pay the County a flat daily rate for each day or portion of a day a City Prisoner is in custody at the Jail Facilities. For purposes of this section, a "day" shall be defined as the twenty-four (24) hour period beginning at the time the County assumes custody of the City Prisoner pursuant to Section 6 herein below.

For calendar year 2014, the daily rate shall be \$79.55. Thereafter, for calendar years 2015 through 2018, inclusive, the daily rate shall be calculated in accordance with the formula shown in Exhibit "A" attached hereto and incorporated herein by this reference, but shall be limited to a maximum increase which shall not exceed Five Percent (5%) of the prior year's actual daily rate. The County will inform the City of the daily rate for the

succeeding year by April 30 of each year. Following the end of each year, actual costs will be used in calculating the daily rate for the next succeeding year.

For calendar year 2014 and succeeding calendar years the following provisions shall apply: In the event the County desires to effect an increase in the daily rate which shall exceed a five per cent (5%) increase over the then current rate, the County shall notify the City in writing of the proposed rate no later than the first day of September preceding the effective date of such proposed increase. The City shall have the option of accepting such proposed increase or entering into negotiations with the County for a different rate adjustment. In the event such negotiations are not successfully concluded by December 1 of that same year, the matter shall be submitted to binding arbitration in the manner described in RCW 39.34.180 as now enacted or hereafter amended. If arbitration proceedings have not been concluded by January 1 of the next year, the increase in daily rates shall be limited to five per cent (5%) of the prior year's rate. Upon conclusion of arbitration proceedings, the resulting daily rate adjustment shall be retroactive to January 1 and appropriate adjustment will be made by way of credit or payment reflected in the next succeeding monthly invoice.

Notwithstanding anything in the foregoing to the contrary, daily rates as established herein shall be subject to further adjustment in the event of changes in the operation of the Jail Facilities necessary to comply with requirements imposed by legislation or any court or regulatory authority. In the event the County desires to increase the daily rates as a result of any such required change in operations, the County shall so notify the City in writing. In the event the parties are unable to agree on any such rate adjustment within sixty (60) days of receipt by the City of such written notice, the matter shall be submitted to binding arbitration in the manner described in RCW 39.34.180 as now enacted or hereafter amended, in which event the effective date of any adjustment shall also be subject to arbitration.

B. Work Release Fee: City Prisoners participating in the work release program will be responsible for paying an additional daily work release fee directly to the County. The daily work release fee shall be based on a sliding scale as may be adopted from time to time by resolution of the Board of County Commissioners. The County will have sole responsibility for the collection of this Work Release Fee provided for herein.

C. Reimbursement for Medical Care: During the time and while a person is a City Prisoner, the City shall be responsible for costs of all necessary and emergency medical care as provided in RCW 70.48.130 as now enacted or hereafter amended, in proportion to the number of other cities for which the prisoner is in the Jail Facilities, as provided by third-party medical care providers incurred by or on behalf of the prisoner, not otherwise covered by the prisoner, insurance, public assistance or other sources, including transporting the prisoner to or from any necessary or emergency care, as more fully detailed herein. However, the City shall not be responsible for reimbursement for medical care, or transportation for such care, resulting from injuries caused by the negligence of the County. Any amounts first paid by the County for medical care for a City Prisoner shall be reimbursed to the County and shall be due and payable by City(s) within thirty

(30) days from and after receipt of an itemized invoice from the County. The invoice shall list, among other things, the service(s) rendered, cost(s) and whether the County has notice that there is any other source of medical care coverage therefore. The County agrees to bill the City monthly for all sums described hereunder.

D. Booking Fee: The City shall pay a booking fee for each person detained or arrested on probable cause felony charges by law enforcement officers of the City. The booking fee will cover the cost of registering, fingerprinting, photographing and initial screening and examination of persons presented for confinement; for inventorying and safekeeping of their accepted personal property; for maintaining the Jail Facilities register (book of arrests) and such other booking functions as may be established pursuant to this Agreement, by order of a court of competent jurisdiction and/or the State of Washington.

The booking fee shall be established at a sum equal to one and one-half (1.5) times the average hourly wage for a corrections officer employed in the Jail Facilities as of the first day of the year, calculated in the manner identified on Exhibit B hereto. For calendar year 2014 the booking fee shall be \$61.58. For calendar years 2015 through 2018, inclusive, the booking fee shall be calculated according to the manner identified on Exhibit B, but shall be limited to a maximum increase which shall not exceed five per cent (5%) of the prior year's booking fee. For succeeding calendar years, the County shall notify the City in writing of the proposed booking fee no later than April 30 preceding the effective date of such proposed adjusted booking fee. The City shall have the option of accepting such proposed booking fee or entering into negotiations with the County for a differing adjustment and submitting the matter to binding arbitration where necessary in the same manner as provided above for establishment of the daily rate.

E. Medical Care Transport Fee: The parties intend in this subsection to provide for a medical care transport fee for those occasions when the County transports City Prisoners for necessary or emergency medical care as provided in RCW 70.48.130 as now enacted or hereafter amended, and provides for supervision of such prisoners during such time as they may for such purposes be outside the Jail Facilities. Except in emergency situations, as the same may be determined in the discretion of Jail Facilities staff, the Director of the Corrections Department or designee shall make a reasonable effort to notify the Shift Commander of the City police department of the need for transport at least twenty-four (24) hours in advance of any expected medical care transport. The Shift Commander shall authorize transport by the County or decline before the end of the business day in which notification of the need for transport is made by the County. If the City fails to decline transport within such time, the County will be responsible for the transport. For each City Prisoner transported by the County, the City agrees to pay a medical care transport fee as established herein.

The unit rate for purposes of determining the medical care transport fee shall be established at a sum equal to one and one-half (1.5) times the average hourly wage for a corrections officer employed in the Jail Facilities as of the first day of the year, calculated in the manner identified in Exhibit B hereto. The County shall notify the City in writing of the proposed medical care transport fee no later than April 30 preceding the effective

date of such medical care transport fee. The City shall have the option of accepting such proposed medical care transport fee or entering into negotiations with the County for a differing adjustment and submitting the matter to binding arbitration where necessary in the same manner as provided above for establishment of the daily rate.

The City shall pay a medical care transport fee, in proportion to the other Cities for which the prisoner is in the Jail Facilities, for each City Prisoner transported by County as follows:

- (1) For transport to an emergency room, Western State Hospital or medical appointments outside Cowlitz County, a fee equal to the Unit medical care transport fee as calculated in Exhibit B multiplied by the actual hours required for the transport rounded to the nearest hour from the time of departure from the jail up to and including the time the County staff is relieved by the staff of the City.
- (2) For all other necessary medical care appointments not set forth in paragraph E(1), a flat fee equivalent to the Unit medical care transport fee as calculated in Exhibit B.

The City shall remain responsible for assuming custody of and providing security for City Prisoners who are admitted into a hospital. Whenever a City Prisoner is admitted to a hospital, the City shall be notified by the Director of the Corrections Department, or his/her designee, and such City must assume responsibility of the prisoner within one (1) hour of such notice or as soon as reasonably possible thereafter.

F. Misdemeanor Booking and Release Fee: In the event that a person is arrested for a misdemeanor or a gross misdemeanor and is booked at the Jail Facilities, but is not placed in housing at the Jail Facilities, the City shall pay a booking fee in an amount equal to the booking fee provided in paragraph (3)(D) above.

G. Payment: All fees chargeable to the City under this section shall be due and payable by the City to the County within thirty (30) days from and after receipt of an itemized invoice in a form acceptable to the City. The County agrees to bill monthly for all sums described hereunder.

4. Transportation and Supervision Outside Jail. The City shall be responsible for transportation of City Prisoners to and from the Jail Facilities for any reason and for supervision of such prisoners during such time as they may be outside the Jail Facilities, including, but not limited to transportation to court for any legal proceedings, except as otherwise provided herein. The City may contract for such transportation and supervision services with third parties and the County shall permit removal of the City Prisoners for any such purpose as provided in Section 13 of this Agreement. This section does not apply to City Prisoners while engaged in Work Release or while performing work as Jail Inmate workers as described in Section 10 of this Agreement.

5. Copy of Arrest Warrant or Citation. Law enforcement officers of the City placing

City Prisoners in the Jail Facilities shall, in every instance, first furnish an arrest warrant, citation, or charging and bail information to the County corrections officer on duty at that time.

6. City Law Enforcement Officer Present. City law enforcement officers placing arrested prisoners in the Jail Facilities shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the County corrections officer audibly states that the screening is complete, and at such time, and only then, will the County come into custody of said prisoner.

7. Record Keeping. The County agrees to maintain a system of record keeping relative to the booking and confinement of each City Prisoner in such style and manner equivalent to the County's records pertaining to its own prisoners. The County shall make available, upon request and without cost, to City or its authorized representatives, copies of said records.

8. Posting of Bail. During other than normal working hours, the County agrees to act as agent for the City in the receipt of bail posted pertaining to City Prisoners. The County agrees to diligently and timely deliver or turn over said bail bonds or monies to the court of the City.

9. Jail Rules and Regulations. The City agrees that when any City Prisoner is being delivered to the Jail Facilities, the person delivering said prisoner shall comply with such reasonable rules and regulations as shall, from time to time, be established by the County. City Prisoners in custody at the Jail Facilities will be subject to all applicable rules, regulations, and standards governing operation of the Jail Facilities, including any emergency security rules imposed by the Director or designee of the Corrections Department. The County agrees to promptly provide the Chief of the City's police department with a copy of any such rules or regulations which affect in any manner the functions or responsibilities of the City, together with any amendments thereto.

10. Jail Inmate Work Crew. At the discretion of the Director of the Corrections Department or designee, City Prisoners may be made inmate workers when serving out a sentence. Such City Prisoners may be allowed to work on the public property of the City or County, including the County Administration Building and Hall of Justice.

11. Alternatives to Incarceration. In the event the City's court desires that a City Prisoner serve a court-imposed jail term by means of alternatives to incarceration, the City agrees to first obtain the approval of such specific program by the Director of the Corrections Department or designee if such program requires any action on the part of the County. For work release, weekends and out-of-custody work crew, from the time of their release until their return to the custody of the Corrections Department staff, said City Prisoners shall not be the responsibility of the County. In the case of City Prisoners participating in the work release program or in-custody work crew, the County shall provide a bag lunch for said prisoners. As a condition precedent to participation in the work release program or electronic monitoring, the City's court must order that the participating prisoner pay to the County the established daily work release fee.

12. City Access to Prisoners. All City law enforcement officers, investigators and/or attorneys shall have the right to interview City Prisoners at any time inside the confines of the Jail Facilities, subject only to necessary security rules. Interview rooms will be made available to the City for such interviews in equal priority with those of any other County department or entity housing prisoners in the Jail Facilities.

13. Release of City Prisoner from County Jail. No City Prisoner confined in the Jail Facilities shall be removed therefrom, except:

- (A) When requested in writing by the City police department;
- (B) By order of the City court in those matters in which it has jurisdiction, or upon order of a court of competent jurisdiction in those matters in which said courts have jurisdiction;
- (C) For appearance in the court in which the City Prisoner is charged;
- (D) In compliance with a writ of habeas corpus;
- (E) For interviews by the City attorney or members of the City police department;
- (F) If the prisoner has served his/her sentence or the charge(s) pending against said prisoner has been dismissed, or bail or other recognizance has been posted as required by the court; or
- (G) For medical care as provided for herein.

In the event of the release of a City Prisoner as provided in this section, such release may be made to the custody of an agent of the City if so directed in writing by the chief law enforcement officer or attorney of the City.

14. Medical Care. In the event a City Prisoner's medical condition prevalent at the time of entry or reentry to the Jail Facilities necessitates, in the judgment of the Director of the Corrections Department or designee, the attention of a medical care provider, the City authorizes the Director of the Corrections Department or designee to solicit such medical care services for the City Prisoner as provided in RCW 70.48.130 as now enacted or hereafter amended. It is understood and agreed that prior to soliciting said medical care services, except in a medical emergency, the Director of the Corrections Department or designee shall make a reasonable effort to notify, either orally or in writing, the Shift Commander of the City police department of their intentions. The prisoner shall be responsible for the cost of the emergency and other medical care to the extent that the prisoner is able to pay for such care, including reimbursement from public assistance, insurance programs, or from other medical benefit programs available to such prisoner. The County shall, as part of the screening process upon booking or preparation of an inmate into jail, exercise best efforts to obtain information concerning the prisoner's ability to pay for medical care, including insurance or other medical benefits or resources to which the

prisoner is entitled; this information shall be made available to the City and any provider of medical care services. The City and/or prisoner shall be responsible to seek payment from third party payment sources. To the extent that a prisoner is unable to be financially responsible for medical care and is ineligible for financial assistance, the cost of such medical care services shall be borne by the City as provided in RCW 70.48.130 as now enacted or hereafter amended, and the City agrees to hold harmless and reimburse the County for any liability which may result from said medical care.

15. PREA – Custodial And Sexual Misconduct. In performance of services under this agreement, the County shall adopt and comply with all federal and state laws regarding sexual misconduct and sexual harassment, including but not limited to the Prison Rape Elimination Act of 2003 (PREA).

16. Relationship of the Parties. No agent, official, employee, servant, or representative of the City shall be deemed an officer, employee, agent, servant or representative of the County for any purpose. No agent, official, employee, servant or representative of the County shall be deemed an officer, employee, agent, servant or representative of the City for any purpose. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives. The County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives.

17. Defense, Indemnification and Hold Harmless Agreement. The City agrees to defend, indemnify and hold the County harmless, and its elective and appointed officers, employees and agents free and harmless from and against all claims, demands and causes of action of any kind or character, which result from or arise out of the sole negligence of the City, including the cost of defense thereof, arising prior to delivery of City Prisoners to the Jail Facilities pursuant to Section 6 of this Agreement, or during any time the Governmental Unit Prisoners are in the direct custody of employees or agents of the City. The County agrees to defend, indemnify and hold the City and its elective and appointed officers, employees and agents free and harmless from and against all claims, demands and causes of action of any kind or character, which result or arise out of the sole negligence of the County, including the cost of defense thereof, arising after the Governmental Unit Prisoners are placed in the custody of the County as provided in Section 6 of this Agreement, or during the time the City Prisoners are in the direct custody of employees or agents of the County, excepting only any claims alleging negligent or wrongful acts or omissions on the part of employees or agents of the City and/or its municipal court.

18. Duration of Agreement/Modification/Termination. The initial term of this Agreement shall be January 1, 2014 through December 31, 2018. Thereafter, it shall be automatically renewed from year to year unless otherwise modified or terminated. After the initial term, this Agreement may be terminated by either party, effective no less than one (1) year after receipt of written notice given by the party seeking to terminate the Agreement. Any termination hereof that is sought by one of the parties hereto and resisted by the other shall be subject to Arbitration as provided in RCW 39.34.180 as now enacted or hereafter amended. This Agreement may be modified in writing only after ninety (90) days' written notice of a party's intention to modify, and by mutual agreement of the parties, or after an arbitration proceeding as

provided in RCW 39.34.180 as now enacted or hereafter amended.

19. Notices. All notices and other communications must be in writing and may be served personally or by regular U.S. mail, addressed to the party being served at these addresses:

Cowlitz County
Board of County Commissioners
207 Fourth Avenue North
Kelso, WA 98626

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

20. Waivers. The failure of the County or City to insist on a strict performance of any of the terms and conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County or City have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any other terms and conditions.

21. Paragraphs. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties.

23. Interpretation and Implementation. In the event that any dispute should arise regarding the interpretation of any term of this Agreement or the implementation of any of the provisions hereof, and such dispute is not resolved by mutual discussions within ten (10) days after a written description of such dispute is delivered by one party to the other, such dispute may be submitted to binding arbitration in the manner described in RCW 39.34.180 as now enacted or hereafter amended.

24. Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality. The County and the City agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

25. Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

26. Venue. This Agreement shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be Cowlitz County, Washington.

27. Counterparts. The Agreement may be signed in counterparts, each of which shall

be deemed an original, and all of which, taken together, shall be deemed one and the same document.

28. Agreements Affecting Other Governmental Units. It is acknowledged and understood that the County has, will, or intends to enter into Agreements with other Governmental Units in the county containing the same terms as set out in this instrument. All of such Agreements shall contain the same terms and conditions as this Agreement and shall be interpreted and implemented in the same manner.

Interlocal Agreement for Use of Jail Facilities
Cowlitz County

EXECUTED the day and year first above written.

CITY OF KELSO

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Stephen Taylor, City Manager

Michael A. Karnofski, Chair

ATTEST

James R. Misner, Commissioner

Brian Butterfield, Clerk

Dennis P. Weber, Commissioner

APPROVED AS TO FORM:

ATTEST:

Janean Z. Parker, City Attorney

Tiffany Ostreim, Clerk of the Board

APPROVED:

Marin Fox Hight, Director CCCD

**EXHIBIT A
DAILY RATE CALCULATION
2015 - 2018**

	County Jail Actual Expenses Prior Year
Minus	DOC Contract Expenses
Plus	Jail Improvements / Repairs
Plus	Pro-rata share of Operations & Maintenance Costs (related to Jail operations paid from Facilities Maintenance budget)
Plus	CCCD-Offender Service Actual Expenses prior year (see description of service enumerated in Exhibit C, attached hereto and made a part hereto)
Equals	Total Adjusted Budget (TAB)
	Total Adjusted Budget
Divided By	365 days
Equals	Daily Jail Operating Cost (DJOC)
	Daily Jail Operating Costs (DJOC)
Divided By	Average Daily Population (ADP) (Actual Prior Year)
Equals	Daily Rate (Actual Prior Year) Provided the Daily Rate for Succeeding Year Shall Not Exceed 5% of the Prior Year Actual Daily Rate. The Daily Rate shall be limited to a maximum increase of 5%

Average Daily Population (ADP) is calculated by dividing the total number of prisoner days for all prisoners being held in the jail by the actual number of days in the year.

Department of Corrections (DOC) expenses, for purposes of this agreement, shall include all expenses reported according to the Budget Accounting and Reporting System (BARS) line items in the County budget identified for the DOC program, which is separately identified from all other Jail program expenses and a pro-rata share of operating and/or indirect costs which cannot reasonably be specifically identified for DOC or City Prisoners. The pro-rata share shall be determined by multiplying such operating and/or indirect costs by the percentage of annual daily population which DOC inmates represent of the total annual daily population.

Indirect costs are those that have been incurred for common or joint purposes. These costs generally benefit more than one inmate or activity and cannot be readily associated with a specific inmate or activity without disproportionate effort. Generally, indirect costs include the costs of centralized services distributed through the cost allocation plan.

Jail Annual Maintenance & Improvements, for purposes of this agreement, shall include expenses

which directly benefit the Jail Annex which for accounting purposes may be reflected in county budgets other than the Jail budget (i.e. Facilities Maintenance, General Government Capital Projects, and the like).

Jail Budget, for purposes of this agreement, shall include all direct expenses reported according to the Budget Accounting and Reporting System (BARS) line items for: personnel, supplies, other services and charges, inter- and intra-governmental charges and capital outlays.

Overhead Costs shall include all administrative and support costs related to service operations and shall be included in the jail budget.

EXHIBIT B
BOOKING & UNIT MEDICAL CARE TRANSPORT FEE CALCULATION
2015 - 2018

	Salaries of County Jail Staff
Minus	Salaries of Jail Cooks & Secretaries
Equals	Net Salaries for Corrections Officers
	Net Salaries for Corrections Officers
Divided By	# of County Jail Staff (excluding Cooks & Secretaries)
Equals	Average Annual Salary
	Average Annual Salary
Divided By	Annual Working Hours (2088)
Equals	Average Hourly Rate
Plus	Employer Paid Social Security
Plus	Employer Paid Retirement
Plus	Employer Paid Health & Welfare Costs
Equals	Total Average Hourly Employee Cost
	Average Hourly Wage
Times	1.5 hours
Equals	Booking Rate / Unit Transport Fee
	<p>Provided the Booking Rate/Unit Transport Fee for Succeeding Year Shall Not Exceed 5% of the Prior Year Actual Booking Rate/Unit Transport Fee. The Booking Rate/Unit Transport Fee shall be limited to a maximum increase of 5%</p>

EXHIBIT C
SERVICES TO BE PROVIDED
BY
COWLITZ COUNTY OFFENDER SERVICES DEPARTMENT

Cowlitz County agrees to furnish the following services, upon request of City:

- A. Screen individuals referred by the Court to determine if the individual is eligible for Electronic Home Monitoring, Community Service or Work Crew.
- B. Provide mental health, drug, alcohol and suicide evaluations for those individuals incarcerated.
- C. Provide counseling for individuals in the Cowlitz County Jail
- D. Provide for drug/alcohol and/or mental health evaluations for the purpose of determining the defendant's needs and their amenability to treatment. This includes referring and arranging for specific treatment programs, i.e., inpatient or outpatient drug, alcohol or mental health treatment programs.
- E. Make court appearances and/or attend conferences with the Judge of the Municipal Court of the City.
- F. Provide the Municipal Court Judge with information and recommendations regarding pre-trial release.
- G. Determine, at the Judge's request, whether individuals should be released from the jail with a promise to pay.
- H. Screen and interview inmates to determine if he/she should be released from jail to participate in the Alternative Community Service Program in lieu of paying or sitting out their fine.
- I. Screen and interview inmates to determine if he/she is eligible for the Electronic Monitoring Program. .
- J. Monitor individuals under court order to the Day Reporting Program in lieu of jail time.

Program Fees not included in the Daily Rate:

- A. If an inmate is determined to be eligible for the Electronic Monitoring Program but is indigent, City agrees to pay to Cowlitz County \$20.00 per day for each day the individual is on the program. If the individual is able to pay a portion of the \$20.00 per day fee, City agrees to pay the difference not to exceed \$20.00 per day.
- B. If an inmate is determined to be eligible for the Day Reporting Program but is indigent, City agrees to pay to Cowlitz County \$10.00 per day for each day the individual is on the program. If the individual is able to pay a portion of the \$10.00 per day fee, the City agrees to pay the difference not to exceed \$10.00 per day.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Council Rules Discussion

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: May 20, 2014 _____

PRESENTED BY:

Steve Taylor

Originator: _____

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

SUMMARY STATEMENT:

At the May 6th City Council meeting it was discussed that Section 14 of the adopted Council Rules of Procedure specify that the council procedures should be "periodically reviewed as needed, but no less than every two years". Staff recommends the creation of a task force comprised of 2-3 Councilmembers to work with staff to review the Council Rules of Procedure document and present recommended changes to the full Council for consideration later this year.

RECOMMENDED ACTION:

Create task force to review Council Rules of Procedure and assign 2-3 Councilmembers to said task force.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Standing Committee/Board
Assignments, City of Kelso Councilmembers

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ May 20, 2014

Originator: _____ Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney:

City Manager: Steve Taylor

Agenda Item Attachments:

Exhibit A – Current 2014 Committee Assignments

SUMMARY STATEMENT:

The current Councilmember committee assignments were approved at the January 7, 2014 Council meeting. A request has been made to revisit these assignments.

RECOMMENDED ACTION:

No Recommendation

**KELSO CITY COUNCIL STANDING
COMMITTEE/BOARD ASSIGNMENTS-2014
WORKSHEET**

SWEDC	Quarterly	Rick Roberson	Jared Franklin
Airport Authority	Monthly, 2nd Thursday 3:00 pm Kelso Council Chambers	David Futcher	Gary Archer (Alternate)
CAP Board	Monthly, 4th Wednesday 5:30 pm 1526 Commerce, LV	Jared Franklin	Todd McDaniel
CEDC Ex Board	Monthly, 3rd Wednesday Noon, US Bank Bldg	Steve Taylor	N/A
CEDC	Monthly, 3rd Wednesday 7:00 am, LCC Student Center	Rick Roberson	N/A
City Audit	Monthly, 3rd Tuesday 2:00 – 5:00 pm Kelso City Hall	Dan Myers Gary Schimmel	Todd McDaniel (Alternate)
Cowlitz Transit Authority Board	Monthly, 4th Wednesday 4:00 pm Longview City Hall	Todd McDaniel Rick Roberson	Gary Schimmel (Alternate)
CWCOG	Monthly, 3rd Tuesday Noon, County Admin Bldg	Dan Myers	Rick Roberson
Disability Board	As Needed	David Futcher	N/A
911 E-Board	Monthly 10:00 am EOC, Hall of Justice	Steve Taylor	N/A
Cowlitz County 911 Council	Quarterly EOC, Hall of Justice	Gary Schimmel	Gary Archer (Alternate)
KDRA	Monthly 3rd Wednesday Place/time TBD	Jared Franklin	Gary Archer
Fire Pension Board	Quarterly, 3rd Tuesday 4:30 pm Ex Session Room	David Futcher	Traci Howard Brian Butterfield
Library Board	Monthly, 2nd Monday 7:00 pm Library	Gary Schimmel	Jared Franklin
Lodging Tax	As Needed		

**KELSO CITY COUNCIL STANDING
COMMITTEE/BOARD ASSIGNMENTS-2014
WORKSHEET**

Advisory		Todd McDaniel	N/A
Multi-Agency Coordinating Group	TBD	Steve Taylor	David Futcher
Park Board Liaison	Monthly, 3rd Tuesday 7:00 pm Council Chambers	Gary Archer	Gary Schimmel (Alternate)
Public Health	Quarterly, 4th Thursday 4:00 pm Health Dept	Jared Franklin	N/A
Sewer Operating Board (TRRWA)	Monthly, 3rd Wednesday 10:00 am Sewer Treatment Plant	Public Works Director	Steve Taylor (Alternate)
Solid Waste Technical	As Needed County Bldg	Steve Taylor (Public Works Director)	Dan Myers (Alternate)
MPO	Monthly Date/Time TBD	Mike Kardas	Rick Roberson (Alternate)
RTPO	Quarterly Date/Time TBD	Mike Kardas	Rick Roberson (Alternate)
'Big Idea'	TBD	Gary Archer	Gary Schimmel (Alternate)
Cowlitz County Government Summit	As Needed	Dan Myers Gary Archer	Rick Roberson (Alternate)
Pathways 2020	As Needed	Steve Taylor	

AGENDA SUMMARY SHEET

AGENDA ITEM: Ordinance 2nd reading.
Budget revision #2 for the 2014 fiscal year.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____

FOR AGENDA OF: 5/20/2014

ORIGINATING DEPT: Finance

DATE SUBMITTED: 5/16/2014

COST OF ITEM: _____

AMT. BUDGETED _____

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

This proposed revision will allow the city to purchase two vehicles for the police department, upgrade one of our service trucks in the sewer department, and perform some needed bridge maintenance that was unanticipated at the time the budget was adopted.

Revisions include the following:

General Fund:

- \$80,000 transfer to the Equipment Reserve Fund.

Street Fund:

- \$60,000 for bridge maintenance. Money will come from reserves set aside for bridge maintenance.

Equipment Reserve Fund:

- \$80,000 to purchase two police vehicles.
- \$14,000 to upgrade service truck from sewer department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO RELATING TO PUBLIC EXPENDITURES AND DECLARING AN EMERGENCY UNDER THE PROVISIONS OF RCW 35A.34.150, FIXING THE AMOUNT OF MONEY REQUIRED TO MEET SUCH EMERGENCIES AND AUTHORIZING THE EXPENDITURE OF MONEY NOT PROVIDED FOR IN THE 2013-2014 BIENNIAL BUDGET OF THE CITY.

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

SECTION 1. That by reason of the inability of the City and its officials to foresee and compute with accuracy the actual revenue and necessary expenditures of public funds for the current expenses of the City, an emergency is hereby declared under the provisions of RCW 35A.34.150, and it is deemed necessary to make the following amendment to the budget by increasing the following line items by the amounts set forth below for the 2014 Budget, to-wit:

GENERAL FUND

Revenues

001-00-308-00-00	Beginning Fund Balance	\$	80,000.00
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Expenditures

001-06-521-20-20-0	Equipment Reserve Transfer	\$	80,000.00
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STREET FUND

Revenues

101-16-308-00-00	Beginning Fund Balance - Reserved	\$	60,000.00
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Expenditures

101-16-542-50-48-0	Bridge Repair & Maintenance	\$	60,000.00
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EQUIPMENT RESERVE FUND

Revenues

502-33-308-00-00	Beginning Fund Balance	\$ 14,000.00
502-33-336-90-01	Contributions - Police	<u>80,000.00</u>
		\$ 94,000.00

Expenditures

502-33-594-48-64-2	Police Fleet	\$ 80,000.00
502-33-594-48-64-5	Water/Sewer Fleet	<u>14,000.00</u>
		\$ 94,000.00

SECTION 2. It is hereby ordered that the aforesaid sum be and the same is hereby appropriated in excess of the budget of the City of Kelso for 2014 and further that said budget be and the same is hereby amended accordingly.

SECTION 3. 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 May, 2014.

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:

2nd Reading, Ordinance amending the official zoning map to correct zoning designation of parcels 22490, 22491, 22492, 22493 and include information related to marijuana land uses.

Agenda Item: _____

Dept. of Origin: Community Development

For Agenda of: May 20, 2014

Cost of Item: N/A

Interim City Manager: Steve Taylor

PRESENTED BY:

Michael Kardas
Community Development Director

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance
Proposed Official Zoning Map
Copy of Ordinance No. 3090
Reference Map (current incorrect zoning)

SUMMARY STATEMENT:

Through research city staff determined Ordinance No. 3090 passed in 1988 was the last ordinance passed relating to the zoning of said properties listed below and for unknown reasons the zoning map was not updated to reflect the correct zoning designations.

The city of Kelso has learned there is an error in the official zoning map regarding the following parcels:

Parcels:	Addressed as:
22490	201 SW 2 nd Ave.
22491	203 SW 2 nd Ave.
22492	205 SW 2 nd Ave.
22493	209 SW 2 nd Ave.

The current incorrect zoning is Residential Single Family - 5000sq.ft. min. (RSF-5) and the proposed zoning should be Commercial-West Kelso (CWK). The property owners have been notified of this error.

The updated zoning map will also include information as it pertains to land use and zoning to regulate marijuana land uses per Ordinance No. 14-3821.

RECOMMENDED ACTION:

Staff recommends council make a motion to adopt the proposed ordinance on 2nd reading, amending the official zoning map to correct zoning designation of parcels 22490, 22491, 22492, and 22493 and include information related to marijuana land uses.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE CORRECT DESIGNATION OF CERTAIN PARCELS OF PROPERTY.

WHEREAS, the City has learned that there is an error in the official zoning map of the city regarding the designation of parcels of property; and

WHEREAS, the City is desirous to correct this error; now, therefore,

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

SECTION 1. That the official Zoning Map of the City of Kelso is hereby amended to provide as follows:

<u>PARCEL NO.</u>	<u>OWNER</u>	<u>CURRENT ZONING</u>	<u>PROPOSED ZONING</u>
22490	Grimes Jerry/Cheryl	RSF-5 (Residential	CWK (Commercial –
22491	Harriman Carl J/Melanie	Single Family - 5000	West Kelso)
22492	Scott Timothy G/Donna J	sq.ft. minimum)	
22493	Sessions Harold G/Adrienne		

SECTION 2. 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 _____, 2014.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

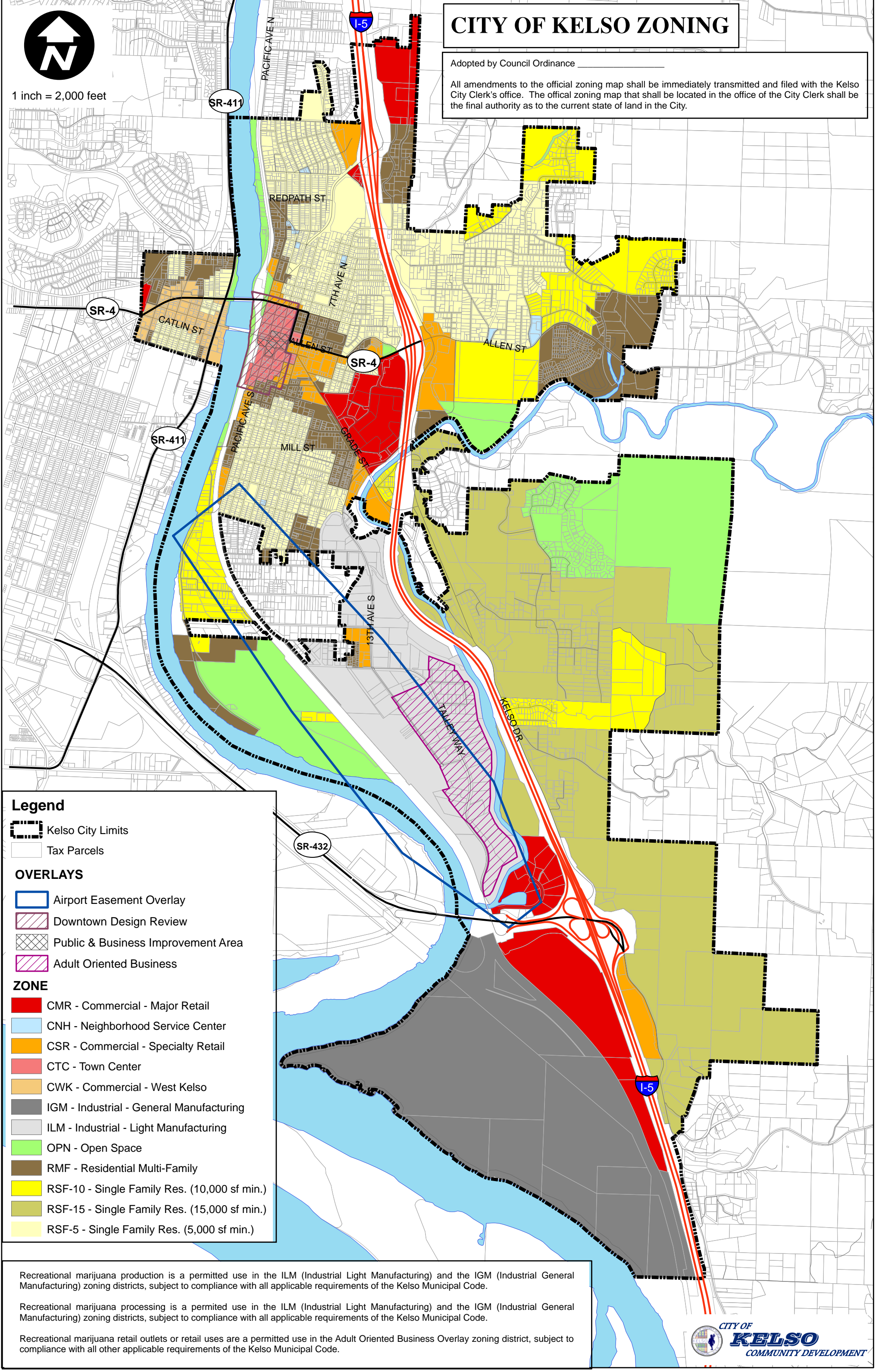


1 inch = 2,000 feet

CITY OF KELSO ZONING

Adopted by Council Ordinance _____

All amendments to the official zoning map shall be immediately transmitted and filed with the Kelso City Clerk's office. The official zoning map that shall be located in the office of the City Clerk shall be the final authority as to the current state of land in the City.



Legend

Kelso City Limits

Tax Parcels

OVERLAYS

Airport Easement Overlay

Downtown Design Review

Public & Business Improvement Area

Adult Oriented Business

ZONE

CMR - Commercial - Major Retail

CNH - Neighborhood Service Center

CSR - Commercial - Specialty Retail

CTC - Town Center

CWK - Commercial - West Kelso

IGM - Industrial - General Manufacturing

ILM - Industrial - Light Manufacturing

OPN - Open Space

RMF - Residential Multi-Family

RSF-10 - Single Family Res. (10,000 sf min.)

RSF-15 - Single Family Res. (15,000 sf min.)

RSF-5 - Single Family Res. (5,000 sf min.)

Recreational marijuana production is a permitted use in the ILM (Industrial Light Manufacturing) and the IGM (Industrial General Manufacturing) zoning districts, subject to compliance with all applicable requirements of the Kelso Municipal Code.

Recreational marijuana processing is a permitted use in the ILM (Industrial Light Manufacturing) and the IGM (Industrial General Manufacturing) zoning districts, subject to compliance with all applicable requirements of the Kelso Municipal Code.

Recreational marijuana retail outlets or retail uses are a permitted use in the Adult Oriented Business Overlay zoning district, subject to compliance with all other applicable requirements of the Kelso Municipal Code.

ORDINANCE NO. 3090

AN ORDINANCE RELATING TO ZONING AND AMENDING ZONING ORDINANCE NO.3075 SO AS TO CHANGE THE ZONING DESIGNATION FOR CERTAIN PROPERTY SITUATED AT 201, 203, 205, AND 209 WEST 2ND AVENUE, KELSO, WASHINGTON, FROM R-3 TO C-3 AND MODIFYING THE COMPREHENSIVE PLAN TO CONFORM THEREWITH.

WHEREAS, Tim Scott made application to the City for rezone of certain property situated on West 2nd Avenue in Kelso, Washington, and

WHEREAS, the Planning Commission of the City of Kelso, Cowlitz County, Washington, after notice to all parties and public hearing held on November 5, 1987 thereof, has recommended that said property be re-zoned in conformity with the sections following, and

WHEREAS, the City Council of the City of Kelso, after hearing on December 1, 1987 and finding that SEPA has been complied with, hereby declares that such changes should be made in the City's Zoning Ordinance as are in conformity with the recommendation of the Planning Commission of said City, NOW THEREFORE,

SECTION 1. That the following described real property situated in the City of Kelso, Cowlitz County, Washington, and shown on the Use District Map of said City as being situated in Residential District No. 3 (R-3) high density, be and the same is hereby deleted from the said zone and the same be and is hereby transferred to Heavy Commercial Use District (C-3), to-wit:

Lots 1, 2, 3, 4, and 5 of Block 2, Park's Addition to Kelso, Cowlitz County, Washington.

003090

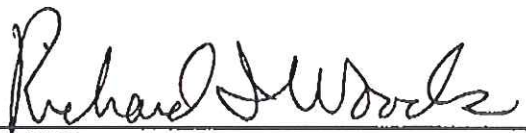
003090

SECTION 2. That the Use District Map as provided for in Section 1 or Ordinance No. 3075 be and the same is hereby amended and altered so that the property above-described is deleted from and transferred to those zoning classifications as indicated above and the proper officers be and they are hereby directed to alter and change the said Use District Map of said City by changing and altering the same in conformity herewith.

SECTION 3. That the Comprehensive Plan designation relative to such property is hereby modified from High Density Residential to Convenience Shopping (CS).

SECTION 4. This Ordinance shall be in full force and effect five days after its passage and posting as provided by law.


ADOPTED by the City Council and SIGNED by the Mayor this 19th day of January, 1988.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Date: 1/20/88

To: Longview Daily News - Legal Publications

Please Publish 197-2-3090

On Saturday Jan - 23, 1988

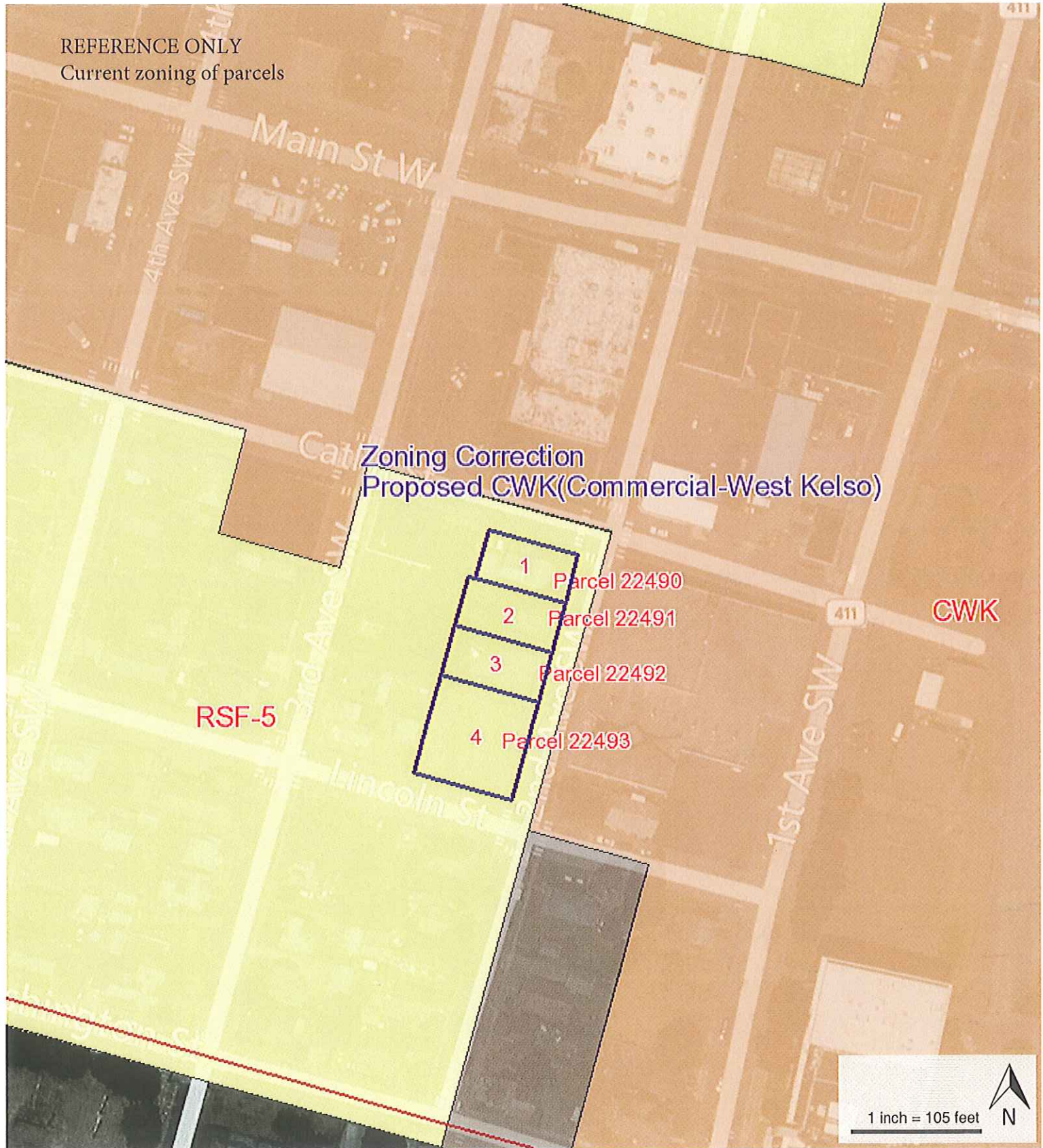
Thank you,

Shirley R. Heitzmann
Shirley R. Heitzmann
City Clerk
City of Kelso, Wash.

* Please send affidavit
of publication.

*Copy
to [unclear]*

REFERENCE ONLY
Current zoning of parcels



Zoning Correction
Proposed CWK(Commercial-West Kelso)

- 1 Parcel 22490
- 2 Parcel 22491
- 3 Parcel 22492
- 4 Parcel 22493

RSF-5

CWK

1 inch = 105 feet

