

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
February 18, 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 Jerry Dahlke, North Gate City Church

## **Roll Call to Council Members:**

### **1. Approve Minutes:**

1.1. February 4, 2014 – Regular Meeting

### **2. Presentation:**

2.1. Citizen Appreciation Award

### **3. Consent Items:**

3.1. Contract – Cowlitz County, Reimbursable Work

3.2. Auditing of Accounts

### **4. Citizen Business:**

### **5. Council Business:**

5.1. Interlocal Agreement Amendment – Cowlitz Wahkiakum Narcotics Task Force

### **6. Action/Motion Items:**

6.1. Resolution

6.1.1. Parks & Recreation Comprehensive Plan

6.2. Resolution

6.2.1. Declare Surplus of Personal Property

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
February 18, 2014  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



## **Other Items:**

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

Major Dave Davis, Salvation Army, 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: Schimmel, McDaniel, Franklin, Archer, Roberson, Myers and Futcher.

**Minutes:** Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Minutes of the 1/21/14 Regular Meeting,' motion carried, all voting yes.

**PUBLIC HEARING:**

**Six Month Moratorium – Low Barrier Shelter Land Use:** Mayor Futcher opened the public hearing at 6:04 p.m.

**Chuck D. Hendrickson**, 121 Olive St., Kelso, Executive Director/Founder of Love Overwhelming, briefed the Council on the background and services of the organization. The following citizens spoke from the audience:

**In favor of the Moratorium**

- **Jim Hill**, 1100 North 22<sup>nd</sup> Ave., Kelso
- **Nicole Mackey**, 1106 South 3<sup>rd</sup> Ave., Kelso
- **Adena J. Grigsby**, 1109 South 3<sup>rd</sup> Ave., Kelso
- **Clarice Hall**, 1101 South 3<sup>rd</sup> Ave., Kelso
- **Robert Davis**, 1004 South 3<sup>rd</sup> Ave., Kelso
- **Wallace Hall**, 1101 South 3<sup>rd</sup> Ave., Kelso
- **Kim Swart**, 904 South 3<sup>rd</sup> Ave., Kelso

**Against the Moratorium**

- **George Robertson**, 850 Clark Creek Rd., Longview
- **Kim D. Lopez**, 1014 South 4<sup>th</sup> Ave., Kelso
- **Theodore R. Grammount**, 2345 Beech St., Longview
- **Adam E. Scattergood**, 2630 Ocean Beach Hwy, Longview
- **Nicholas J. Stumbo**, 209 Waxwing Ct., Kelso
- **Richard Green**, 935 Cascade Dr., Longview
- **Angie Jackson**, 2315 38<sup>th</sup> Ave., Longview
- **Billea J. Smith**, 941 Olson Rd., Longview
- **Anna Leslie**, 612 22<sup>nd</sup> Ave., Longview

**Indifferent**

- **Gary Miller**, 5803 Rose Valley Rd., Kelso

There being no further comment from the public, Mayor Futcher closed the public hearing at 7:04 p.m.

The Council took a 5 minute break at 7:05 p.m. At 7:10 p.m. the Council reconvened into Regular Session.

**CONSENT AGENDA:**

**1. Board Appointments:**

- a) **Three Rivers Regional Wastewater Authority Board** – City Engineer Michael Kardas
- b) **Solid Waste Advisory Committee** – City Manager Steve Taylor, Public Works Superintendent Randy Johnson (Alternate)

Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, ‘Approve the Consent.’ Motion carried, all voting yes.

**CITIZEN BUSINESS:**

**Johann Peters**, 512 West Main St., Kelso, spoke about the Council moving forward with an expansion to the façade improvement program to support the businesses that will be affected by the reconstruction of West Main Street.

**Anthony Currera**, 803 South 6<sup>th</sup> Ave., Kelso, spoke about citizens not being able to park on their own lawns.

**COUNCIL BUSINESS:**

**Cowlitz Ten Year Homeless Plan Workshop Discussion:** Cowlitz Wahkiakum Council of Governments Planning Manager Melissa Taylor provided an overview of the Cowlitz County Ten Year Plan to End Homelessness.

**2014 Budget Goals & Action Plan Discussion:** Steve Taylor provided the tabulated results of the 2014 Budget Goals and Action Plan that were discussed at the January 21, 2014 Council Meeting. The Council gave Mr. Taylor direction to move forward with the plan as presented. Mr. Taylor commented that a midyear review will be held to evaluate the progress.

**MOTION ITEMS:**

**Resolution No. 14-1109 – Finding of Facts in Support of the Low Barrier Shelter Moratorium:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Archer, ‘Pass Resolution No. 14-1109, ‘A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, ADOPTING FINDINGS OF FACT IN SUPPORT OF ORDINANCE NO. 14-3819 ADOPTING A SIX MONTH MORATORIUM ON THE RECEIPT AND PROCESSING OF APPLICATIONS FOR PERMITS FOR THE ESTABLISHMENT,

OPERATION, AND MAINTENANCE OF CERTAIN TRANSITION HOUSING LAND USES.’ Councilmembers Roberson, Archer, McDaniel, Schimmel, Myers and Futcher voted yes. Councilmember Franklin voted no. Motion passed 6 to 1.

**MANAGER’S REPORT:**

**Steve Taylor:** No report.

**COUNCIL REPORTS:**

**Gary Archer:** No report.

**Todd McDaniel:** No report.

**Jared Franklin:** No report.

**Dan Myers:** 1) Commented that the Cowlitz Wahkiakum Council of Governments has done a great job defining their programs and the role they play in the community. 2) Reported on the railroad passenger count for 2013.

**Gary Schimmel:** No report.

**Rick Roberson:** No report.

**David Futcher:** No report.

There being no further business, Mayor Futcher adjourned the meeting at 8:37p.m.

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**MAYOR**

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**CITY CLERK**

# AGENDA SUMMARY SHEET

## Business of the City Council City of Kelso, Washington

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**SUBJECT TITLE:**

Request and Agreements for reimbursable work by Cowlitz County: Herbicide Vegetation Management, Mechanical Vegetation Management, Striping, Chip Seal, Reimbursable Work as requested.

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** Public Works Department

**For Agenda of:** February 18, 2014

**Cost of Item:** N/A

**PRESENTED BY:**

Randy Johnson.  
Public Works Superintendent

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

Proposed Agreement

**SUMMARY STATEMENT:**

To enter into an agreement with Cowlitz County for Herbicide Vegetation Management, Mechanical Vegetation Management, Equipment Rental, Striping and Reimbursable Work as Requested, the City Manager's Signature is required.

Herbicide Vegetation Management	\$ 6,500
Mechanical Vegetation Management-mower	\$ 4,754
Ditching	\$ 3,673
10 YD Dump Truck	\$ 3,007
Chipper	\$ 2,207
Sweeper for Chip Seal Clean Up	\$ 3,873
Crack Seal	\$ 15,000
Center Line Striping	\$ 20,000
Chip Seal	<u>\$ 55,000</u>
Total	\$ 114,014

Cowlitz County Department of Public Works will perform this work on a reimbursable basis not to exceed amount of \$114,014.

**FINANCIAL SUMMARY:**

Herbicide Vegetation Management, Striping and Reimbursable Work as Requested is budgeted in the 2014 City Street Fund. Mechanical Vegetation Management is budgeted in the 2014 Drainage Fund.

**RECOMMENDED ACTION:**

Staff recommends Council to authorize the City Manager's signature for the Request and Agreement for Reimbursable Work by Cowlitz County.

**REQUEST AND AGREEMENT for  
REIMBURSABLE WORK BY COWLITZ COUNTY, WASHINGTON**

**REQUEST:** It is requested that the following work be performed by the Cowlitz County Department of Public Works on a reimbursable basis:

CATEGORY 1: Chip seal, Striping, Herbicide Vegetation Management (Spraying), and Mechanical Vegetation Management (Mowing).

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CATEGORY 2: Ditching, Sweeping and Other as requested

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Desired completion date: 10/31/2014

Total not to exceed: \$ 114,014.00

The undersigned agrees to pay promptly for the above services at the regular Cowlitz County rates for work performed for outside agencies.

The undersigned further agrees to provide all necessary easements, permits and rights-of-way, and to protect Cowlitz County and save it harmless from all claims for damages against the County which may result from said work, except actual negligence by the County in effecting the work desired. Cowlitz County will be released from all further liability on satisfactory completion and acceptance of the work.

**REQUESTING AGENCY:**

City of Kelso  
Agency

\_\_\_\_\_  
Signature

PO Box 819  
Mailing Address

City Manager  
Title

Kelso, WA 98626  
City, State, Zip Code

\_\_\_\_\_  
Date

ATTEST/AUTHENTICATION:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY

**APPROVAL BY THE COWLITZ COUNTY DEPARTMENT OF PUBLIC WORKS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVAL BY COWLITZ COUNTY:**

**RESOLUTION NO.:** \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

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

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**SUBJECT TITLE:**

**AMENDMENT NO. 3 TO THE COWLITZ  
WAHKIAKUM NARCOTICS TASK FORCE  
INTERLOCAL AGREEMENT**

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** \_\_\_\_\_ Police \_\_\_\_\_

**For Agenda of:** February 18, 2014

**Originator:** Andrew Hamilton

**PRESENTED BY:**

Andrew Hamilton

**City Attorney:** **Janean Parker**

**City Manager:** **Steve Taylor**

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**Agenda Item Attachments:**

Proposed Amendment to Interlocal Agreement

**SUMMARY STATEMENT:**

The City participates in the Cowlitz Wahkiakum Narcotics Task Force and supports its operations with both law enforcement staff and financial contributions. A change to the 1987 Interlocal Agreement is required to reflect the new 2014 funding protocol agreed to by the governing members of the Narcotics Task Force. Previously, approximately 75% of the personnel costs of Kelso's two assigned officers were paid by the Task Force. The City then paid \$61,000 to the consortium. In 2014, the City agreed to pay the complete cost of its assigned sergeant detective and contribute an additional \$6,000 to the consortium. The City's other officer is paid 100% by Task Force. The remaining contributions among the members is laid out in the attached amendment. The additional cost to the City in 2014 from 2013 to maintain the Task Force was approximately \$65,000.

The original interlocal agreement contains antiquated language that no longer applies to a good portion of the operations of the Task Force. Longview and Kelso's city managers have requested that the task force meet to draft a new interlocal agreement and plan for contingencies in the event federal and state grant funding that has historically funded the lion's share of the Task Force's efforts declines to nominal levels.

The amendment only pertains to the funding protocol for 2014. Without a subsequent amendment or rewrite of the interlocal agreement, the parties will revert to the funding protocol outlined in the original agreement (as amended).

**OPTIONS:**

- 1) Move to approve Amendment No. 3 to the Cowlitz Wahkiakum Narcotics Task Force Interlocal Agreement;
- 2) Do not approve the Amendment;
- 3) Send the Amendment back to the Task Force governing board with instructions.

**RECOMMENDED ACTION:**

Move to approve Amendment No. 3 to the Cowlitz Wahkiakum Narcotics Task Force Interlocal Agreement.

AMENDMENT NO. 3  
TO  
INTERLOCAL DRUG TASK FORCE AGREEMENT

Cowlitz County, Wahkiakum County, the City of Kelso and the City of Longview (“the parties”) are all signatories to the Interlocal Drug Task Force Agreement (“Interlocal Agreement”) effective November 1, 1987, and amended by Interlocal Agreement Amendment No. 1 (“Amendment No. 1”), effective December 1, 1988, and Interlocal Agreement Amendment No. 2 (“Amendment No. 2”), effective May 1, 1990, copies of which documents are attached hereto and by this reference incorporated herein. The parties wish to further amend the Interlocal Agreement with Interlocal Agreement Amendment No.3 (“Amendment No. 3”) in the particulars set forth below:

The parties agree to modify the provisions regarding the parties’ financial contributions to the Cowlitz-Wahkiakum Narcotics Task Force, as addressed in Section 5 of the Interlocal Agreement, as follows:

A. In consideration of the mutual benefits herein described, the constituent members of the Cowlitz-Wahkiakum Narcotics Task Force agree that both financial and operational obligations of the parties herein are described as follows.

- 1) Wahkiakum County Sheriff’s Office - \$30,000.00, zero (0) personnel.
- 2) Cowlitz County Sheriff’s Office - \$6,000.00, one (1) agency funded detective.
- 3) Longview Police - \$6,000.00, one (1) agency funded detective.
- 4) Kelso Police - \$6,000.00, one (1) agency funded detective sergeant.
- 5) The contributions of the parties, set forth in section A. 1-4 above, shall be made by April 7, 2014.
- 6) Kelso Police will provide an additional detective (1) to the organization whose support funding will be billed against remaining grants and income.
- 7) Cowlitz County Sheriff’s Office - will provide a (1) support staff clerk whose support funding will be billed against remaining grants and income.
- 8) Cowlitz County Prosecutor - will provide one (1) agency funded deputy prosecutor, as needed, for cases generated by the CWNTF.
- 9) Cowlitz County Sheriff’s Office – will provide agency funded evidence system management.
- 10) Cowlitz County Sheriff’s Office – will provide agency funded fiscal management.
- 11) Longview Police – will provide one (1) agency funded commander.
- 12) No party will be billed for detective salaries, as each party to this agreement shall bear the sole responsibility for its employees’ salaries.
- 13) The remainder of Cowlitz-Wahkiakum Narcotics Task Force operations will be funded by grants and other income.

B. Amendment No. 2 , effective May 1, 1990, that provided for the Cowlitz County Prosecuting Attorney to bring legal abatement proceedings, extraterritorially and within the boundaries of all signatory,

municipal governments, was binding and enforceable only during the respective terms of office of the original, respective signatories, and is herewith recognized as repealed.

C. Except to the extent specifically modified herein, all provisions of the Interlocal Agreement, including amendment No. 1 thereto, shall remain in effect.

D. Section A of this Amendment No. 3 shall not apply after December 31, 2014, and Section 5 of the Interlocal Agreement shall thereafter be applied and administered as if the provisions and amendments described in Section A of this Amendment No. 3 had never been enacted.

E. This Amendment No. 3 may be signed in counterpart originals, with each copy hereof constituting an original once it is signed by any party. Execution of this Amendment No. 3 shall be deemed complete once each party has signed any copy hereof, and it is not necessary that all parties' signatures appear on the same document.

F. Severability: If any term or condition of the Interlocal Agreement and Amendments, or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions thereof are declared severable.

**BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON**

**BOARD OF COUNTY COMMISSIONERS  
OF WAHIAKIM COUNTY, WASHINGTON**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

APPROVED AND RECOMMENDED:

APPROVED AND RECOMMENDED:

\_\_\_\_\_  
Cowlitz County Sheriff

\_\_\_\_\_  
Wahkiakum County Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Prosecuting Attorney

**CITY OF LONGVIEW, WASHINGTON**

BY: \_\_\_\_\_  
City Manager

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF KELSO, WASHINGTON**

BY: \_\_\_\_\_  
City Manager

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

OCT 7 1994

CITY OF KELSO.

INTERLOCAL DRUG TASK FORCE AGREEMENT

THIS AGREEMENT is entered into between COWLITZ COUNTY, WAHKIAKUM COUNTY, the CITY OF KELSO, and the CITY OF LONGVIEW.

BACKGROUND

A. The State and Local Law Enforcement Assistance Act of 1986 authorizes federal grants to state and local governments to assist in the enforcement of laws pertaining to controlled substances.

B. The parties have submitted a joint Grant Application dated August 15, 1987 to the Washington State Department of Community Development, seeking federal grant funds to assist in the establishment and operation of a regional task force to combat violations of the controlled substances laws. Each party hereto signed the Grant Application, agreeing to carry out the work plan contained therein.

C. The Grant Application was approved for federal funding, and Cowlitz County as lead agency has executed or promptly shall execute a Grant Agreement with the Department of Community Development.

D. The Grant Application and the Grant Agreement require the parties to execute an interlocal agreement setting forth the terms and conditions under which the operations supported by the grant funds will be carried out.

THE PARTIES AGREE AS FOLLOWS:

1. Performance of Grant Application. The parties shall carry out the provisions of the Grant Application and the Grant Agreement.

2. Task Force; Executive Board. The Cowlitz County Prosecuting Attorney, the Cowlitz County Sheriff, the Wahkiakum County Sheriff, the Kelso Police Chief, and the Longview Police Chief shall establish a Task Force in accordance with the Grant Application. The officials mentioned in the preceding sentence shall constitute the Executive Board of the Task Force, with each such official being his jurisdiction's designated representative on the Executive Board. The Executive Board shall have charge of all Task Force operations. The Executive Board shall determine its own meeting schedule and operating policies.

3. Lead Agency. Cowlitz County shall serve as lead agency in administering the Grant Agreement and all grant monies. Cowlitz County shall comply with the Grant Agreement, and the other parties shall cooperate in ensuring full compliance with such agreement. Cowlitz County shall receive, disburse, and account for all grant monies. The Cowlitz County Sheriff shall be the responsible official for administering the grant.

4. Grant Monies. Cowlitz County shall immediately establish with the Cowlitz County Treasurer a separate fund to be known as the Task Force Investigative Fund ("the Fund"). The Fund shall be a revolving fund and shall not lapse until this Interlocal Agreement is terminated as provided in paragraph 8. All grant monies shall be deposited into the Fund. All monies generated through Task Force operations shall be deposited into the Fund. All interest and other earnings attributable to amounts in the Fund shall

be deposited into the Fund. The Fund shall be used exclusively for operations of the Task Force in accordance with the Grant Agreement. Cowlitz County shall make disbursements from the Fund in payment of costs eligible for reimbursement under the Grant Agreement.

5. Parties' Contributions. It is a requirement of the grant that the parties contribute 25% of the total cost of the project funded by the grant. Each party shall therefore make such contributions to the Task Force as are required by the Grant Application and Grant Agreement. The contributions shall be made at such times and in such form as shall be determined by the Executive Board.

6. Ownership and Use of Property. All property acquired with grant monies and all property acquired in the course of the operations of the Task Force shall be owned in the name of Cowlitz County. All such property shall be used exclusively for Task Force operations, under the authority of the Executive Board.

7. Disposition of Property.

(a) When this Interlocal Agreement is terminated all of the following property shall be subject to distribution under this paragraph: (i) all grant monies that remain after payment of all eligible costs under the Grant Agreement and that are allowed to be retained by the parties, (ii) all other monies in the Task Force Investigative Fund, (iii) all property that was contributed by any party under paragraph 5 above, (iv) all property that any party acquired with grant monies, and (v) all property (including money) that was acquired by any party in the course of Task Force operations.

(b) The property described in the preceding subparagraph shall be distributed as follows:

Step One. There shall be distributed to each party physical assets, money, or some combination thereof having a value of \$11,620. Physical assets shall be valued at fair market value as of the date of distribution. If the value of the property subject to distribution has a value of less than \$46,480, each party's share shall be reduced so that each shall receive an equal distribution.

Step Two. Any property remaining after the Step One distribution shall be distributed to reimburse parties for their "Step Two expenses," which means the expenses and liabilities incurred by each party that were directly related to Task Force operations but were not reimbursed from grant monies. By way of illustration, Step Two expenses include unreimbursed (i) salary and other costs of personnel assigned to or assisting the Task Force, (ii) increased jail costs resulting from Task Force operations, (iii) increased prosecution costs resulting from Task Force operations, and (iv) increased cost of the judicial system resulting from Task Force operations. Each party shall keep accurate records of its Step Two expenses. If the value of the property remaining after the Step One distribution is less than the sum of all parties' eligible Step Two expenses, each party shall receive a pro-rata distribution, determined for each party as follows: The value of the property remaining after the Step One distribution shall be multiplied by a fraction, the numerator of which is the party's eligible Step Two expenses and the denominator of which is the sum of all parties' eligible Step Two expenses. The distributions may be composed of physical assets (valued at fair market value as of the date of distribution), money, or some combination thereof.

Step Three. Any property remaining after the Step Two distribution shall be distributed in equal shares to each party, unless all the parties agree otherwise in writing.

(c) Distribution of property shall be the responsibility of the Executive Board. The Executive Board shall decide whether physical assets shall themselves be

distributed or whether such assets shall be sold and the proceeds distributed. The Executive Board shall be responsible for complying with RCW 69.50.505, as now or hereafter amended. To the extent of any conflict between this paragraph and RCW 69.50.505, the latter shall control.

8. Termination.

(a) Any party may terminate this Interlocal Agreement with respect to such party's participation in the Task Force by giving 30 days' written notice to each member of the Executive Board. The Agreement shall remain in effect as to the non-terminating parties, however. To the extent allowed by the Grant Agreement, the terminating party shall be entitled to reimbursement from grant monies for eligible expenses incurred through the effective date of the party's termination. However, the terminating party shall not be entitled to any distribution of property under paragraph 7 above, nor shall it be entitled to the return of any contributions made under paragraph 5 above.

(b) This Interlocal Agreement shall be terminated as to all parties when the Grant Agreement terminates. At such time the Executive Board shall promptly make the distribution of property required under paragraph 7 above.

9. Liability. Any claims, damages, costs, judgments, settlements, or other liabilities incurred by or awarded against any party arising out of operations of the Task Force shall be considered the collective responsibility of all the parties, and each party shall pay one-fourth the cost thereof that cannot be covered by grant monies. Whenever any party receives a claim or lawsuit arising from Task Force operations, it shall promptly give written notice thereof to each member of the Executive Board. The parties shall cooperate in the defense of any such claims or lawsuits. If any party

terminates its participation under paragraph 8(a) above, that party shall share in the collective responsibility only for claims, damages, costs, judgments, settlements, and other liabilities arising from Task Force operations through the date of that party's termination. This paragraph shall survive the termination of the Interlocal Agreement.

10. Compliance with Grant Requirements. The parties shall comply with the requirements of the Grant Agreement. Specifically:

(a) There shall be no discrimination against any employee who is paid by grant monies or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

(b) Each party assures that the federal grant monies made available under the Grant Agreement will not be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for drug law enforcement activities.

(c) Each party assures that its local contributions described in paragraph 5 above shall be in addition to the contributions that it would otherwise make available for drug law enforcement.

(d) Each party assures that it will comply with the nondiscrimination requirements of the Justice Assistance Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1971; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and Executive

Order 11375, and their implementing regulations, 41 CFR Part 60.1 et seq., as applicable to construction contracts.

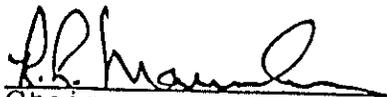
(e) Each party shall maintain records pertaining to Task Force operations in such form and for such time as may be required under the Grant Agreement or by any federal or state agency having authority over the grant.

11. Modification. This Interlocal Agreement may only be modified by a written instrument signed by all parties.

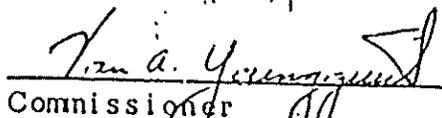
12. Effective Date. This Interlocal Agreement shall take effect November 1, 1987.

13. Counterparts. This Interlocal Agreement may be signed in counterpart originals, with each copy hereof constituting an original once it is signed by any party. Execution of the Agreement shall be deemed complete once each party has signed any copy hereof, and it is not necessary that all parties' signatures appear on the same document.

BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON

  
Chairman

  
Commissioner

  
Commissioner

BOARD OF COUNTY COMMISSIONERS  
OF WAHKIAKUM COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

Hetti Herron 11-9-87  
Clerk of the Board

Approved as to Form:

David R. Kim  
Deputy Prosecuting Attorney

CITY OF KELSO

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney

CITY OF LONGVIEW

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

CITY OF KELSO

Richard J. Wood  
Mayor

ATTEST:

Shirley R. Shitzman  
City Clerk

Approved as to Form:

Patricia L. Broch  
City Attorney

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney

CITY OF LONGVIEW

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

CITY OF KELSO

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney

CITY OF LONGVIEW

\_\_\_\_\_  
City Manager

*Steven R. Jorg*  
11-24-87

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

*Thomas D. [Signature]*

COUNTY CLERK  
NOV 25 1987

AMENDMENT NO. 1  
TO  
INTERLOCAL DRUG TASK FORCE AGREEMENT

Background

Cowlitz County, Wahkiakum County, the City of Kelso, and the City of Longview ("the parties") are all signatories to the Interlocal Drug Task Force Agreement ("Interlocal Agreement") signed in 1987 and a copy of which is attached hereto and by this reference incorporated herein. The parties wish to amend the Interlocal Agreement to extend its termination date.

The parties agree as follows:

1. Paragraph 8(b) of the Interlocal Agreement is amended to read as follows:

This Interlocal Agreement shall be terminated as to all parties on the latest of: (i) the termination date of the Grant Agreement; (ii) the termination date of any renewal of the Grant Agreement; or (iii) the termination date of any successor grant agreement with any granting agency that funds operation of the Task Force.

2. Except to the extent specifically modified herein, all provisions of the Interlocal Agreement shall remain in effect.

3. This Amendment No. 1 shall take effect December 1, 1988.

4. This Amendment No. 1 may be signed in counterpart originals, with each copy hereof constituting an original once it is signed by any party. Execution of this Amendment No. 1 shall be deemed complete once each party has signed any copy hereof, and it is not necessary that all parties' signatures appear on the same document.

BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS  
OF WAHKIAKUM COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form

David R. Kim  
Deputy Prosecuting Attorney

CITY OF KELSO

\_\_\_\_\_  
Mayor

Donald S. [Signature]  
Chairman  
Mark L. [Signature]  
Commissioner  
Ronald D. [Signature]  
Commissioner

Lucille M. Below

Paul E. Johnson

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OF COWLITZ COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS  
OF WAHKIAKUM COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

Approved as to Form

Approved as to Form

David R. Kim  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Prosecuting Attorney

CITY OF KELSO

Richard J. Wood  
Mayor

CITY OF LONGVIEW

\_\_\_\_\_  
Mayor

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BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS  
OF WAHKIAKUM COUNTY, WASHINGTON

*Al. Maruhn*  
Chairman

\_\_\_\_\_  
Chairman

*Kennt White*  
Commissioner

\_\_\_\_\_  
Commissioner

*Van A. [unclear]*  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

ATTEST:

*Hettie Heron 11/21-88*  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

Approved as to Form

Approved as to Form

*Dorel R. Koo*  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Prosecuting Attorney

CITY OF KELSO

CITY OF LONGVIEW

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

L. ...  
City Clerk

Approved as to Form:

P. ...  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

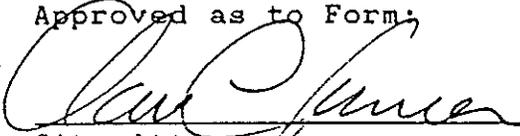
Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

AMENDMENT NO. 2

TO

INTERLOCAL DRUG TASK FORCE AGREEMENT

Background

Cowlitz County, Wahkiakum County, the City of Kelso, and the City of Longview ("the parties") are all signatories to the Interlocal Drug Task Force Agreement ("Interlocal Agreement") signed in 1987 and a copy of which is attached hereto and by this reference incorporated herein. The parties wish to amend the Interlocal Agreement in the particulars set forth below.

The parties agree as follows:

1. The following paragraph is added to the Interlocal Agreement:

The parties hereby authorize the Cowlitz County Prosecuting Attorney to bring legal proceedings under RCW 7.43 for the abatement of drug nuisances. The Prosecuting Attorney may bring such proceedings with respect to any property within Cowlitz County, Wahkiakum County, the City of Kelso, or the City of Longview. The Prosecuting Attorney may bring such proceedings in the name of any of the parties, without further approval from a party's governing body. However, before bringing a proceeding with respect to property within Wahkiakum County, the City of Kelso, or the City of Longview, the Prosecuting Attorney shall obtain

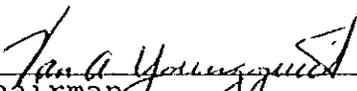
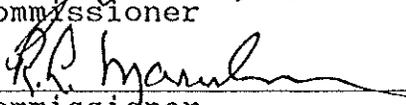
approval from that party's representative on the Executive Board of the Task Force. Wahkiakum County, the City of Kelso, and the City of Longview may each bring proceedings under RCW 7.43 through attorneys other than the Cowlitz County Prosecuting Attorney, and each may by written notice revoke the Cowlitz County Prosecuting Attorney's authority to bring proceedings in its name.

2. Except to the extent specifically modified herein, all provisions of the Interlocal Agreement shall remain in effect.

3. This Amendment No. 2 shall take effect May 1, 1990.

4. This Amendment No. 2 may be signed in counterpart originals, with each copy hereof constituting an original once it is signed by any party. Execution of this Amendment No. 2 shall be deemed complete once each party has signed any copy hereof, and it is not necessary that all parties' signatures appear on the same document.

BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON

  
\_\_\_\_\_  
Chairman  
  
\_\_\_\_\_  
Commissioner  
  
\_\_\_\_\_  
Commissioner

BOARD OF COUNTY COMMISSIONERS  
OF WAHKIAKUM COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Commissioner

ATTEST:

Helen Henon, 4-23-90  
Clerk of the Board

APPROVED AS TO FORM:

David R. Koo  
Deputy Prosecuting Attorney

CITY OF KELSO

Donald B. Gregory  
Mayor

ATTEST:

Shirley R. Wittmann  
City Clerk

APPROVED AS TO FORM:

Pat L. Bosh  
City Attorney

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Prosecuting Attorney

CITY OF LONGVIEW

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

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**SUBJECT TITLE:**

A RESOLUTION ADOPTING REVISIONS TO  
THE CITY OF KELSO PARK AND RECREATION  
PLAN

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** \_\_\_\_\_ City Manager \_\_\_\_\_

**For Agenda of:** February 18, 2014

**Originator:** \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:**     **Janean Parker**

**City Manager:**     **Steve Taylor**

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**Agenda Item Attachments:**

Proposed Resolution  
Exhibit A - Proposed Park and Recreation Plan

**SUMMARY STATEMENT:**

Since late summer, staff has been working to update the City's Park and Recreation Comprehensive Plan for submission to Washington State Recreation and Conservation Office (RCO) by their March 1, 2014 deadline to secure eligibility for their upcoming, two-year grant cycle. RCO requires entities planning to apply for state recreation grants to update their planning documents every 6 years. The majority of changes were housekeeping items updating the goals, policies, and demographic information intended to reflect new circumstances and completed projects. Public input was gathered through the distribution of over 4,000 surveys, stakeholder meetings, and culminated in a public hearing at the December 19<sup>th</sup> meeting of the Kelso Park Board. At this December 19<sup>th</sup> meeting, after multiple reviews and discussions, the Park Board accepted the proposed revisions and recommended its adoption by the City Council.

Due to the size of the document, we have made the plan available on the City's website; please select the link below to access the 2013 Draft Park Plan and all appendices.

[2013 Park and Recreation Comprehensive Plan](#)

**RECOMMENDED ACTION:**

Move to adopt the Resolution revising the City's Park and Recreation Comprehensive Plan.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO,  
WASHINGTON ADOPTING UPDATES AND REVISIONS TO THE  
CITY'S PARK AND RECREATION COMPREHENSIVE PLAN**

WHEREAS, the City of Kelso has adopted a Park and Recreation Comprehensive Plan in accordance with Washington State guidelines for the purposes of good planning practices and maintaining eligibility for public and private grant opportunities; and

WHEREAS, the City of Kelso Park and Recreation Comprehensive Plan is required to be updated and revised every six (6) years in conjunction with a public participation process; and

WHEREAS, the proposed revisions to the Park and Recreation Comprehensive Plan were reviewed and recommended for approval by the City of Kelso Park Board; and

WHEREAS, the City of Kelso Park Board conducted an open record public hearing on the proposed Park and Recreation Comprehensive Plan on December 19, 2013 and the Park Board recommended the Kelso City Council's adoption of the plan;

NOW THEREFORE,

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

**SECTION 1.** The City of Kelso Park and Recreation Comprehensive Plan as set forth in Exhibit A, attached hereto and hereby incorporated is adopted.

**SECTION 2.** This resolution shall be effective immediately upon its adoption.

**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

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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**SUBJECT TITLE:**

Engineering Vehicle Surplus

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** Engineering

**For Agenda of:** February 18, 2014

**PRESENTED BY:**

Michael Kardas, P.E.

Community Development Director/City Engineer

**Cost of Item:** \_\_\_\_\_

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

Proposed Resolution

**SUMMARY STATEMENT:**

Engineering has determined that their oldest vehicle of 17 years has served its purpose. At the present time, this vehicle is in need of some very major repairs costs compared to its value, and so it would be in the best interest of the citizens of Kelso to surplus this vehicle.

- 1997 GMC Sonoma pickup

**FINANCIAL SUMMARY:**

The vehicle declared surplus will be disposed of according to City policy.

**RECOMMENDED ACTION:**

Move to approve the vehicle surplus resolution.

RESOLUTION NO. \_\_\_\_\_

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

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

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

1997 Pickup

VIN# 1GCCS19X7VK227937

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

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY