

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
January 5, 2016  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



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

## **Invocation:**

Pastor Mark Schmutz from Northlake Baptist Church

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

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

- 1.1. October 20, 2015 – Transportation Benefit District Special Meeting
- 1.2. December 15, 2015 – Regular Meeting

### **2. Oath of Office:**

- 2.1. David Futcher, Council Position #4
- 2.2. Jim Hill, Council Position #5
- 2.3. Larry Alexander, Council Position #6
- 2.4. Nancy Malone, Council Position #7

### **3. Election of Council Officers:**

### **4. Consent Items:**

- 4.1. Contract Closeout
  - 4.1.1. Jones Road Waterline Replacement

### **5. Citizen Business:**

### **6. Council Business:**

- 6.1. Interlocal Agreement– SW Washington Regional Airport Authority Management Services

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- 6.2. Lease Agreement – Washington State Department of Transportation Airspace,  
Kelso/Longview Chamber of Commerce Visitor Center
- 6.3. Lease Agreement Amendment – Kelso/Longview Chamber of Commerce Visitor Center
- 6.4. Discussion – City Real Estate Services Request for Proposals

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

- 7.1. Ordinance, 2<sup>nd</sup> Reading
  - 7.1.1. Amending KMC 18.12 Flood Plain Management
- 7.2. Resolution
  - 7.2.1. Employee Salary Classification Matrix Update, Amending Employee Handbook,  
Drug Free Workplace Policy

## **Other Items:**

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

**KELSO TRANSPORTATION BENEFIT DISTRICT**  
**SPECIAL MEETING**

**CITY COUNCIL CHAMBERS**  
**203 SOUTH PACIFIC AVENUE**  
**KELSO, WASHINGTON**

**Tuesday, October 20, 2015**  
**6:00 p.m.**

**CALL TO ORDER:**

The Special Meeting of the Transportation Benefit District (TBD) was called to order by Chairman Futcher. Board Members present were Jared Franklin, Gary Archer, Dan Myers, David Futcher, Todd McDaniel, and Gary Schimmel. Board Member Rick Roberson was absent.

**Minutes:** Upon motion by Board Member McDaniel, seconded by Board Member Schimmel, 'Approve the Minutes of the July 7, 2015 Special Meeting.' Motion carried, all voting yes.

**BOARD ACTION:**

**Financial Report:** Finance Director Brian Butterfield reported, as of September 30, 2015, cash on hand was approximately \$345,000. The TBD collected approximately \$131,000 in 2015 and the expenditures totaled \$938. He commented that, when the numbers come in, there would be some transfers from the expenditure fund toward the Citywide Overlay Project.

**Approval of Refunds:** Upon motion by Board Member Schimmel, seconded by Board Member McDaniel, 'Approve the eleven refunds for vehicle tab fees erroneously received due to jurisdictional inaccuracies.' Motion passed, all voting yes.

**PUBLIC COMMENT:** None

**BOARD BUSINESS:**

**City Assumption of the TBD Discussion:** City Attorney Janean Parker commented that in 2015 the Legislation adopted 2ESSB 5987 which allows a city to assume a TBD if it has boundaries coterminous with the city. She briefed the Council on the process. The Board directed staff to proceed with the assumption by the City.

There being no further business before the Kelso TBD at this time, Chairman Futcher adjourned the meeting at 7:35 p.m.

\_\_\_\_\_  
David Futcher, Chairman

Attest:

\_\_\_\_\_  
Traci Howard  
Secretary/Deputy City Clerk

Pastor Marv Kasemeier, New Song Worship Center, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor Futcher. Councilmembers in attendance were Gary Schimmel, Dan Myers, David Futcher, Rick Roberson, and Gary Archer.

**Minutes:** Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, 'Approve the Minutes of the 12/1/15 Regular Meeting and the 12/8/15 Special Council Workshop,' motion carried, all voting yes.

**PUBLIC HEARING:**

**2016-2021 Capital Improvement Plan:** Mayor Futcher opened the public hearing at 6:01 p.m. City Engineer Mike Kardas provided an overview highlighting the projects in the six-year plan.

**Anthony Currena,** 803 South 6<sup>th</sup> Avenue, spoke from the audience.

There being no further comments from the public, Mayor Futcher closed the public hearing at 6:09 p.m.

**CONSENT AGENDA:**

1. **Contract Renewal – Animal Control Services, Humane Society**
2. **Contract Closeout – NW 2nd Ave Water & Sewer Improvements, Nutter Corporation**
3. **Auditing of Accounts: \$2,026,414.50**

Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$2,026,414.50,' motion carried, all voting yes.

**CITIZEN BUSINESS:** None.

**COUNCIL BUSINESS:**

**City Manager Employment Agreement Amendment No. 4:** Upon motion by Councilmember Roberson, seconded by Councilmember Schimmel, 'Approve the Amendment to the Employment Agreement,' motion passed, all voting yes.

**2016 Lodging Tax Request - \$10,000 Allocated to Cowlitz Black Bears/2016 West Coast League All Star Game:** Upon motion by Councilmember Schimmel, seconded by Councilmember Archer, 'Approve the Allocation of Lodging Tax Funds as requested,' motion passed, all voting yes.

**Proclamation of Civil Emergency – December 9, 2015:** Upon motion by Councilmember Roberson, seconded by Councilmember Myers, ‘Confirm the Proclamation of Civil Emergency,’ motion passed, all voting yes.

**Council Position No. 3 Vacancy Discussion:** Upon motion by Councilmember Archer, seconded by Councilmember Myers, ‘Approve the Open Application process for the vacant position.’ Discussion followed. **Rick Von Rock**, 400 North 7<sup>th</sup> Avenue, spoke from the audience. With the consensus of the Council, it was determined that applications will be accepted until January 4, 2016. A special meeting for interviews will be held on January 12, 2016, and the selected applicant will be sworn in at the January 19, 2016, Regular Council Meeting.

**MOTION ITEMS:**

**Ordinance No. (1<sup>st</sup> Reading) Amending KMC 18.12, Floodplain Management:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING SECTION 18.12.070 OF THE KELSO MUNICIPAL CODE RELATING TO FLOODPLAIN MANAGEMENT.’ Motion passed, all voting yes.

**Ordinance No. 15-3860 – Vacate portion of 2<sup>nd</sup> Avenue:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Myers, seconded by Councilmember Roberson, ‘Adopt Ordinance No. 15-3860, ‘AN ORDINANCE OF THE CITY OF KELSO VACATING A PORTION OF 2<sup>nd</sup> AVENUE IN THE CITY OF KELSO TO ABUTTING PROPERTY OWNERS,’ motion carried, all voting yes.

**Ordinance No. 15-3861 – Comcast Franchise Agreement Renewal:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Archer, ‘Adopt Ordinance No. 15-3861, ‘AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC. TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF KELSO; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; AND TERMINATING ORDINANCE NO. 99-3444.’ Motion carried, all voting yes.

**Ordinance No. 15-3862 – 2015 Budget Amendment No. 2:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, ‘Adopt Ordinance No. 15-3862, ‘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 2015-2016 BIENNIAL BUDGET OF THE CITY.’ Motion carried, all voting yes.

**Ordinance No. 15-3863 – Interfund Loan to Airport:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, ‘Adopt Ordinance No. 15-3863, ‘AN ORDINANCE OF THE CITY OF KELSO AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE AIRPORT FUND AND PROVIDING FOR THE REPAYMENT OF SUCH LOAN,’ motion carried, all voting yes.

**Ordinance No. 15-3864 – Amend KMC Chapter 5.05.120 Utility Taxes:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, ‘Adopt Ordinance No. 15-3864, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KMC 5.05.120 TO INCREASE UTILITY BUSINESS TAX RATES ON CABLE TELEVISION ENTERPRISES FROM SIX TO EIGHT PERCENT IN ACCORDANCE WITH THE FRANCHISE AGREEMENT FOR SUCH SERVICES.’ Motion passed, all voting yes.

**Resolution No. 15-1147 – Amend Procurement Policy:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Archer, seconded by Councilmember Myers, ‘Pass Resolution No. 15-1147, ‘A RESOLUTION OF THE CITY OF KELSO AMENDING THE PROCUREMENT POLICIES AND PROCEDURES.’ Motion passed, all voting yes.

**Resolution No. 15-1148 – Adopt 2016 – 2021 Capital Improvement Program (CIP):** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Myers, seconded by Councilmember Roberson, ‘Pass Resolution No. 15-1148, ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO RELATED TO CAPITAL IMPROVEMENTS AND ESTABLISHING THE CITY’S CAPITAL IMPROVEMENT PROGRAM FOR THE PERIOD OF 2016 – 2021.’ Discussion followed. Council gave staff direction to slot the repair of Yew Street in the 2016 CIP. Motion passed, all voting yes.

**WALK ON ITEM:**

**Resolution No. 15-1149 – Emergency Repair Work, Grade Street Drainage Culvert, Nutter Corporation:** The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Schimmel, seconded by Councilmember Archer, ‘Pass Resolution No. 15-1149, ‘A RESOLUTION OF THE CITY OF KELSO FINDING THE DRAINAGE CULVERT REPAIR ON GRADE STREET TO BE A SPECIFIC EMERGENCY AND APPROVES CONTRACT FOR EMERGENCY REPAIR WORK WITHOUT FORMAL BIDDING.’ Motion passed, all voting yes.

**MANAGER’S REPORT:**

**Steve Taylor:** 1) Brought forward a request from the South Kelso Neighborhood Association (SKNA) asking for relief on a \$1,382.19 outstanding balance for their utility service at the 109 Allen Street facility. He commented that the monthly electric bill was originally underestimated by the City and that SKNA is unable to raise the funds. Discussion followed. **Rod Wright**, 97 Banyan Drive, spoke from the audience. **Upon motion by Councilmember Schimmel, seconded by Councilmember Myers, ‘Authorize the City to pay the outstanding balance charged to SKNA,’ motion passed, all voting yes.** 2) Provided an update on the transition of management at the airport. 3) Merry Christmas to all.

**COUNCIL REPORTS:**

**Gary Schimmel:** He expressed thanks to the City Staff and to the Association of Washington Cities for educating him on the processes of city governments. He commented that he looks forward to spending more time with his family.

**Dan Myers:** Commented that this year makes a total of 10 years serving on the Council. He commented that the Kelso staff has done a great job during these years. He thanked everyone for all that they have done for him.

**Rick Roberson:** Merry Christmas to everyone.

**Gary Archer:** Expressed thanks for the opportunity to serve on the Council. Merry Christmas and Happy New Year to everyone.

**David Futcher:** Expressed appreciation for each of the councilmembers’ contribution and willingness to work as a team. Councilmember Roberson commented on what he appreciated most about each councilmember that is leaving the Council this year.

There being no further business, Mayor Futcher adjourned the meeting at 7:15 p.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:**

Construction Contract Closeout:  
Jones Road Waterline Replacement  
Project No. 591503

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

**Dept. of Origin:** January 5, 2016

**For Agenda of:** \_\_\_\_\_

**Cost of Item:** \$235,537.20

### **PRESENTED BY:**

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

**City Manager:** Steve Taylor

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### **AGENDA ITEM ATTACHMENTS:**

Final Quantities

### **SUMMARY STATEMENT:**

The work on this project replaced substandard mains and relocated meters from private property to the city right-of-way. The meters are now more accessible and will be easier to maintain.

The project consisted of the construction of 880 lineal feet of 8-inch ductile iron waterline, 141 lineal feet of 6-inch ductile iron waterline, 1 hydrant, 631 lineal feet of 1-inch water service line, and 1495 lineal feet of 1 ½-inch water service line. Surface restoration included 14 sites in front of the affected homes including asphalt restoration.

### **FINANCIAL SUMMARY:**

Original Contract Amount:	\$244,830.71
Approved Change Orders:	\$1,570.86
Quantity Underrun:	\$(10,864.37)
Change in Contract Amount:	\$(9,293.51)
Final Contract Total:	\$235,537.20

This project was funded by the Water Capital Reserve Funds.

### **RECOMMENDED ACTION:**

Staff recommends Council make a motion to closeout the Jones Rd. Waterline Replacement Project and authorize release of the retainage bond upon receipt of final approval from the State of Washington Department of Labor and Industries, Department of Revenue, and Employment Security Department.

Jones Rd. Waterline Replacement  
Project # 591503  
Nutter Corp.

**FINAL QUANTITIES - DECEMBER 30, 2015**

Item	Description	Quan	Contract		This Estimate		Previous Estimate		Total to Date				
			Unit	Price	Bid	Amount	Quantity	Pay		Amount	Quantity	Pay	Amount
1	Mobilization	1	LS	\$ 23,001.10	\$ 23,001.10			1	LS	\$ 23,001.10	1	LS	\$ 23,001.10
2	Project Temporary Traffic Control	1	LS	\$ 2,400.00	\$ 2,400.00			1	LS	\$ 2,400.00	1	LS	\$ 2,400.00
3	Cleaning and Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00			1	LS	\$ 1,500.00	1	LS	\$ 1,500.00
4	Crushed Surfacing Top Course	4	TON	\$ 15.00	\$ 60.00			0	TON	\$ -	0	TON	\$ -
5	HMA for Pavement Repair Cl. 1/2" PG 64-22	200	TON	\$ 140.00	\$ 28,000.00			200.11	TON	\$ 28,015.40	200.1	TON	\$ 28,015.40
6	Temporary Asphalt Pavement Restoration, 2 in Depth	310	SY	\$ 12.00	\$ 3,720.00			340	SY	\$ 4,080.00	340	SY	\$ 4,080.00
7	Shoring	1	LS	\$ 1.00	\$ 1.00			1	LS	\$ 1.00	1	LS	\$ 1.00
8	Construction Surveying	1	LS	\$ 1,000.00	\$ 1,000.00			1	LS	\$ 1,000.00	1	LS	\$ 1,000.00
9	Foundation Material	100	CY	\$ 50.00	\$ 5,000.00			12	CY	\$ 600.00	12	CY	\$ 600.00
10	Exploratory Excavation	2	EA	\$ 250.00	\$ 500.00			2	EA	\$ 500.00	2	EA	\$ 500.00
11	Ductile Iron Pipe for Water Main 8 In. Diam.	880	LF	\$ 63.00	\$ 55,440.00			880	LF	\$ 55,440.00	880	LF	\$ 55,440.00
12	Small Ductile Iron Fitting with Restrained Joints and Thru	6	EA	\$ 400.00	\$ 2,400.00			6	EA	\$ 2,400.00	6	EA	\$ 2,400.00
13	Large Ductile Iron Fitting with Restrained Joints and Thru	2	EA	\$ 500.00	\$ 1,000.00			2	EA	\$ 1,000.00	2	EA	\$ 1,000.00
14	Ductile Iron Pipe for Water Main 6 In. Diam.	141	LF	\$ 58.00	\$ 8,178.00			141	LF	\$ 8,178.00	141	LF	\$ 8,178.00
15	Large Ductile Iron Fitting with Restrained Joints and Thru	1	EA	\$ 350.00	\$ 350.00			1	EA	\$ 350.00	1	EA	\$ 350.00
16	Small Ductile Iron Fitting with Restrained Joints and Thru	4	EA	\$ 300.00	\$ 1,200.00			4	EA	\$ 1,200.00	4	EA	\$ 1,200.00
17	Connect to Existing Water Main	2	EA	\$ 1,000.00	\$ 2,000.00			2	EA	\$ 2,000.00	2	EA	\$ 2,000.00
18	Abandonment of Existing Water Facilities	1	LS	\$ 2,500.00	\$ 2,500.00			1	LS	\$ 2,500.00	1	LS	\$ 2,500.00
19	Blowoff Assembly	1	EA	\$ 750.00	\$ 750.00			1	EA	\$ 750.00	1	EA	\$ 750.00
20	Gate Valve 6 In.	2	EA	\$ 750.00	\$ 1,500.00			2	EA	\$ 1,500.00	2	EA	\$ 1,500.00
21	Gate Valve 8 In.	3	EA	\$ 1,100.00	\$ 3,300.00			3	EA	\$ 3,300.00	3	EA	\$ 3,300.00
22	Combination Air Release/Air Vacuum Valve Assembly 2	1	EA	\$ 4,000.00	\$ 4,000.00			1	EA	\$ 4,000.00	1	EA	\$ 4,000.00
23	Hydrant Assembly	1	EA	\$ 3,800.00	\$ 3,800.00			1	EA	\$ 3,800.00	1	EA	\$ 3,800.00
24	Service Connection 3/4 In. Diam.	15	EA	\$ 1,400.00	\$ 21,000.00			15	EA	\$ 21,000.00	15	EA	\$ 21,000.00
25	Private 1" PEX Water Service Line	631	LF	\$ 20.00	\$ 12,620.00			631	LF	\$ 12,620.00	631	LF	\$ 12,620.00
26	Private 1 1/2" PEX Water Service Line	1,495	LF	\$ 10.00	\$ 14,950.00			1,495	LF	\$ 14,950.00	1,495	LF	\$ 14,950.00
27	Sewer-Water Crossing	1	FA	\$ 5,000.00	\$ 5,000.00			0	FA	\$ -	0	FA	\$ -
28	Surface Restoration at 102 Carolyn Drive	1	LS	\$ 1,000.00	\$ 1,000.00			1	LS	\$ 1,000.00	1	LS	\$ 1,000.00
29	Surface Restoration at 20 Jones Road	1	LS	\$ 600.00	\$ 600.00			1	LS	\$ 600.00	1	LS	\$ 600.00
30	Surface Restoration at 22 Jones Road	1	LS	\$ 500.00	\$ 500.00			1	LS	\$ 500.00	1	LS	\$ 500.00
31	Surface Restoration at 23 Jones Road	1	LS	\$ 500.00	\$ 500.00			1	LS	\$ 500.00	1	LS	\$ 500.00
32	Surface Restoration at 24 Jones Road	1	LS	\$ 250.00	\$ 250.00			1	LS	\$ 250.00	1	LS	\$ 250.00
33	Surface Restoration at 25 Jones Road	1	LS	\$ 500.00	\$ 500.00			1	LS	\$ 500.00	1	LS	\$ 500.00
34	Surface Restoration at 27 Jones Road	1	LS	\$ 500.00	\$ 500.00			1	LS	\$ 500.00	1	LS	\$ 500.00
35	Surface Restoration at 100 Jones Court	1	LS	\$ 1,000.00	\$ 1,000.00			1	LS	\$ 1,000.00	1	LS	\$ 1,000.00
36	Surface Restoration at 102 Jones Court	1	LS	\$ 2,200.00	\$ 2,200.00			1	LS	\$ 2,200.00	1	LS	\$ 2,200.00
37	Surface Restoration at 104 Jones Court	1	LS	\$ 2,200.00	\$ 2,200.00			1	LS	\$ 2,200.00	1	LS	\$ 2,200.00
38	Surface Restoration at 122 Jones Road	1	LS	\$ 300.00	\$ 300.00			1	LS	\$ 300.00	1	LS	\$ 300.00
39	Surface Restoration at 124 Jones Road	1	LS	\$ 2,600.00	\$ 2,600.00			1	LS	\$ 2,600.00	1	LS	\$ 2,600.00
40	Surface Restoration at 126 Jones Road	1	LS	\$ 3,300.00	\$ 3,300.00			1	LS	\$ 3,300.00	1	LS	\$ 3,300.00
41	Surface Restoration at 130 Jones Road	1	LS	\$ 3,300.00	\$ 3,300.00			1	LS	\$ 3,300.00	1	LS	\$ 3,300.00
42	Surface Restoration at 2100 Jones Road	1	LS	\$ 1,800.00	\$ 1,800.00			1	LS	\$ 1,800.00	1	LS	\$ 1,800.00
43	Cement Conc. Traffic Curb and Gutter, Type A	13	LF	\$ 75.00	\$ 975.00			0	LF	\$ -	0	LF	\$ -

							\$0.00		\$216,635.50			\$216,635.50	
	Sub Total												
	Sales Tax												
	Contract Amount												
	<b>CHANGE ORDERS</b>												
1	Relocate Water Meter at 1211 Behshel Heights	1	LS	\$ 1,454.50	\$ 1,454.50			1	LS	\$1,454.50	1	LS	\$1,454.50
2	Quantity Reconciliation	1	LS	\$ (10,059.60)	\$ (10,059.60)								
				Change Order Subtotal	\$ (8,605.10)								
				Sales Tax 8%	(688.41)								
				Change Order Total	\$ (17,898.61)								
				Revised Subtotal	\$218,090.00								
				Revised Tax	\$17,447.20								
				Revised Total	\$235,537.20								
				Sub Total			\$0.00			\$218,090.00		\$218,090.00	
				Sales Tax			-			\$ 17,447.20		\$ 17,447.20	
				Due to Contractor			\$			\$ 235,537.20		\$ 235,537.20	

City of Kelso

*[Signature]*  
PROJECT MANAGER

12/30/15  
DATE

Nutter Corp.

*[Signature]*  
CONTRACTOR

12-30-15  
DATE

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

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**SUBJECT TITLE:** SW Washington Regional  
Airport Authority Management Services  
Interlocal Agreement

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

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

**For Agenda of:** \_\_\_\_\_ January 5<sup>th</sup>, 2016 \_\_\_\_\_

**Originator:** \_\_\_\_\_ Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Management Services Interlocal Agreement with SW Washington Regional Airport Authority

**Summary Statement:**

The SW Washington Regional Airport Authority Board approved an interlocal agreement on December 23<sup>rd</sup> to have the City provide airport management, maintenance, finance/administration, and additional project management services. The agreement includes provisions for a full-time airport operations manager as well as temporary administrative services to provide a smooth transition to the new management arrangement. The agreement continues through December 31<sup>st</sup>, 2017 and stipulates reimbursement arrangements for services provided including all salary and benefits of personnel assigned to the airport. Exhibits A and B define the scope of services for the various activities and establish fees for the use of maintenance personnel and equipment.

The City currently provides maintenance, finance, and administrative services to the airport authority. As the owner of the airport property, the City has many years of experience managing the airport and its capital facilities. Temporary management services will be in place January 1, and the Airport Operations Manager position will be advertised following Council's adoption of this agreement and the amendment of the salary classification matrix.

**FINANCIAL IMPACT**

The agreement provides for a virtually cost-neutral service arrangement. Non-budgeted Airport-related expenses that exceed SWRA's resources are shared by the four contributing agencies (Kelso, Longview, County & Port). The costs anticipated to be incurred by this agreement are not expected to exceed current budgeted resources.

**OPTIONS:**

- 1) Approve the interlocal agreement for Airport Management Services between the City and SWRA.
- 2) Do not approve the interlocal agreement.
- 3) Provide staff with direction for amendments and bring back for further consideration.

**RECOMMENDED ACTION:**

Approve the amended Airport Maintenance Agreement between the City and SWRA.

INTERLOCAL AGREEMENT BETWEEN THE CITY KELSO AND  
THE SOUTHWEST WASHINGTON REGIONAL AIRPORT BOARD  
RELATING TO AIRPORT MANAGEMENT ADMINISTRATION AND MAINTENANCE

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into between the CITY KELSO, ("City") and the Southwest Washington Regional Airport Board ("Board").

WHEREAS, the City owns the Southwest Washington Regional Airport property at 2215 Parrot Way in Kelso, Washington, ("Airport"); and City is the sole sponsor for purposes of existing federal capital grants from FAA for Airport Improvements; and

WHEREAS, City operated airport until 2012; and

WHEREAS, in 2012, the City entered into an interlocal agreement with the City of Longview, the Port of Longview, and Cowlitz County for the joint operation of the Airport (hereafter "Formation Interlocal") by which the Board undertook to operate and maintain the Airport in accordance with said Formation Interlocal, so long as not contrary to the City's responsibilities as sole sponsor for FAA Grant Assurances; and

WHEREAS, Board has operated Airport since 2013 and has contracted for an interim airport manager to perform Airport management services since that time; and

WHEREAS, Board has contracted with the City since 2013 for the performance of financial and administrative services, and also for Airport maintenance services; and

WHEREAS City has both the necessary expertise and historical knowledge of the Airport to manage the Airport; and

WHEREAS, the Board wishes to have and the City intends to hire a permanent airport manager.

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

**1. Purpose.**

It is the purpose of this Agreement to establish the roles, and responsibilities of the City and the Board for the performance of management, financial accounting, administrative, and maintenance services, in order for the Board to be able to carry out the business

and operation of the Airport.

**2. Scope of Services.**

2.1. Approval and Priority. All services provided by the City to the Airport, as detailed in this Agreement, will be performed by City staff as approved and directed by Kelso's City Manager and in accordance with all City policies and regulations. City staff may take direction from the Board regarding operational activities, timing, and priorities, and may act, subject to written approval of the Board, as officers of the Board.

2.2 Management Services. The City shall provide all personnel and services and do all things necessary and incidental to providing management and administrative services for the operation of the Airport as set forth in Exhibit A, Schedule 1 attached hereto and incorporated fully by this Reference, ("Management Services").

2.2.1 The City shall exercise its best effort and do all things reasonably necessary to hire an employee experienced in public airport management and the management of FAA grants and capital projects by July 1, 2016 or as soon thereafter as is reasonable. This employee is to be the designated Airport Operations Manager and to be the primary liaison to the Airport Board to carry out the Board's priorities.

2.2.2 Until such time as the Airport Operations Manager is hired and trained by the City, the City will provide the services set forth in Schedule 1 at a limited level.

2.2.3 The City shall provide a temporary interim employee to continue to perform the management administration as set forth in Schedule 1 Section II of Exhibit A from January 1, 2016 until such time as the Airport Operations Manager is hired and trained, but no later than May 31, 2016. These services are to provide for a transition to the new Airport Manager.

2.3 Financial Accounting, Personnel and Administrative Services. The City shall provide all personnel and services and do all things necessary and incidental to providing financial accounting, personnel, and administrative services for the operation of the Airport as set forth in Exhibit A, Schedule 2, attached hereto and incorporated fully by this reference, ("Financial Services").

2.4 Grounds Maintenance Services. The City shall provide all personnel and services and do all things necessary and incidental to providing maintenance services

for the operation of the Airport as set forth in Exhibit A, Schedule 3, attached hereto and incorporated fully by this Reference, (“Maintenance Services”).

2.5 Additional Services. The City may provide additional personnel and services upon request of the Board and with the approval of the City Manager, to include engineering and project management services on an as needed basis (“Additional Services”).

**3. Payment to City.**

3.1 In consideration of this Agreement and the services provided, the Board shall pay the City as follows:

3.1.1 For Management Services, the Board shall pay an amount not to exceed \$120,000 annually. This amount is reflective of all costs associated with the salary, benefits of the Airport Operations Manager (M-14) position as authorized by the City resolution. This amount also includes interim administration services for a temporary interim employee for management administration as set forth in 2.2.3. Compensation for Airport Management Services shall be paid to the City monthly

3.1.2 The City shall provide sixty (60) days’ notice of any cost of living salary adjustment or employee classification changes or changes to tax, pension, state or federally-mandated insurance, or health insurance premium rates, or the City employee’s election of certain health benefit options that result in additional costs that exceed the amount specified in section 3.1.1. If such changes are beyond the control of the City, the Board agrees to reimburse the City for the City’s actual costs related to these changes; provided however, that the City and Board will meet to discuss how to minimize the effects of the changes.

3.1.3. In the event this Agreement is terminated as provided for in 7.1 prior to December 2017, for any reason other than the City being assigned the management of the Airport, the Board shall pay the City for the costs incurred by the City in terminating this position prior to December 2017, in an amount not to exceed \$40,000. This provision shall survive the termination of this Agreement.

3.1.4 For Financial Services, the Board shall pay \$40,000 per year, paid quarterly, for Airport Financial Accounting, Personnel, and Administrative Services as set forth in Paragraph 2.3.

3.1.5 For Maintenance Services, the Board shall pay the hourly rates set



forth in Exhibit B for Lead Operator, Maintenance Tech, and Seasonal workers for the Services set forth in Paragraph 2.4, in an amount not to exceed \$75,000, without the written approval of the Board. Such costs may include reimbursement for any costs associated with providing any specialized training or certifications required for its maintenance employees that are related to airport operations.

3.1.6 For Additional Services, the Board shall pay the then current billable hourly rates that include salary and benefits for Community Development Engineering staff or other City staff when they perform work on or behalf of the Airport. Rates charged will be the same rates that each employee bills out to projects. Such services will only be performed following review and approval of such additional services and the costs therefore by the Board and the City Manager.

3.2 Method of payment. Payment by the Board for the Services will only be made after the Services have been performed and a billing statement has been submitted with a narrative and quantification of hours for completed tasks. All claim vouchers shall first be approved by the appropriate Board representative, which shall specifically review the Services performed, the name and hours of the person performing such Services, Payment shall be made on a monthly basis within thirty (30) days after receipt of such billing statement.

3.3 City Responsible for Taxes. The City shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

4. **Term of Agreement.**

This Agreement shall become effective immediately upon approval by the Board and City and shall continue until December 31<sup>st</sup>, 2017, unless terminated as provided in Paragraph 7. This Agreement may be extended for additional periods upon the mutual written agreement of the City and the Board.

5. **Ownership of Property.**

The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by the City shall remain the property of City, and any property owned by Board shall remain the property of the Airport.

6. **Independent Contractor.**

6.1 The Parties understand and agree that the City is acting hereunder as an independent contractor and shall maintain control of all City employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. The Board, however, shall be able to direct the management and operations of the Airport, consistent with the Formation Interlocal and all applicable Federal and State laws and all City laws and policies. All City personnel rendering service hereunder shall be, for all purposes, employees of the City, although they may from time to time act, subject to written approval of the Board, as officers of the Airport Board

6.2 The Board shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The City shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Consultant shall not be deemed to convert this Agreement to an employment contract.

## **7. Termination.**

7.1. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with 180 days' advance written notice that such termination will occur by the end of the year, provided that in the event the operation and management of the airport are assigned or transferred to another municipal entity, or in the event the Formation Interlocal is terminated, this Agreement may be terminated by the Board by giving thirty days (30) written notice to the City.

7.2 Termination for Cause. Either Party may terminate this Agreement with thirty (30) days written notice upon failure of the other Party to comply with the terms of this Agreement.

## **8. Indemnification and Hold Harmless.**

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

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

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

8.4 The rights, duties and obligations set forth in this section 8 (Indemnification and Hold Harmless) survive termination or expiration of this agreement.

## **9. Insurance.**

9.1 The City shall maintain for the duration of this Agreement, its membership in an insurance pool, such as Washington Cities' Insurance Association, or otherwise maintain comparable insurance, to provide insurance against claims for injuries to persons or damage to property which may arise from or in connection with the City's performance of the work by the City, its agents, employees, or subcontractors.

9.2 The Board shall maintain for the duration of this Agreement, its existing Airport commercial general liability policy or otherwise maintain comparable insurance, with limits no less than \$20,000,000 and shall name the City as an additional insured on that policy.

## **10. Miscellaneous.**

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

options, and the same shall be and remain in full force and effect.

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

10.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. Any such assignment shall include the obligations set forth in 3.1.1 and 3.1.3. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

10.6. Entire Agreement. This Agreement and the documents incorporated by reference contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements regarding these matters shall be effective for any purpose, except as may be set forth in the Formation Interlocal.

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

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

apply.

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

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

Southwest Washington Regional Airport Board  
Dated: December \_\_\_\_\_, 2015

City of Kelso  
Dated: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Darold Dietz, Board Member and  
Chairperson

By: \_\_\_\_\_  
Steve Taylor, City Manager

By: \_\_\_\_\_  
David Futcher, Board Member and  
Vice Chairperson

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Chet Makinster, Board Member

By: \_\_\_\_\_  
Dennis Weber, Board Member

By: \_\_\_\_\_  
Norm Krehbiel, Board Member

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Paul R. Roesch, Jr., Board Attorney

\_\_\_\_\_  
Janean Parker, City Attorney

## **Exhibit A. Detailed Scope of Services and Fees.**

### **Schedule 1—Management Services**

The City shall furnish all personnel and services and to otherwise do all things necessary for or incidental to the performance of the work of providing management and administrative services for the operation of the Southwest Washington Regional Airport. Such work includes:

- I. General Operational Management Duties**  
**Responsible for the administration, oversight, day - to - day operations and safety of the Southwest Washington Regional Airport including:**
  - A. Directs the planning and management of the Airport under the direction of the Board, including the implementation of the Airport Master Plan, subject to available funding, and such annual and periodic goals and work plans as the Board may adopt.
  - B. Develops and administers the Airport budget for the Board and prepares for submission to the Board's entity members;
  - C. Authorizes expenditures, processes general claims and prepares financial reports; and develops financial strategies and alternatives to meet Board goals.
  - D. Provides on-call 24/7 for immediate response to airport emergencies, accidents, crashes, and general maintenance concerns as necessary.
  - E. Directs and manages the day to day operations of the Airport, including responding to and resolving concerns of the Board, staff, airport tenants, airport users, and the public; coordinating daily operations, special events and maintenance of Airport facilities.
  - F. Communicates with tenants, customers, staff, and other Airport stakeholders on a regular basis regarding Airport business and services.
  - G. Develops, evaluates, and implements the Airport Master Plan, and goals, policies, and procedures of the Board.
  - H. Prepares reports and analysis of airport operations, monitors and reviews trends in Airport operations and management, recommends operational, procedural, and policy improvements.
  - I. Develop policies and procedures to assure Airport activities are in compliance with laws, policies, regulations, timelines, and goals of the Board and regulating entities.
  - J. Coordinate and attend Board meetings and facilitate effective meetings by providing agenda information, minutes, and updates on Airport activities, and assuring meetings are in compliance with notice and public meeting laws.
  - K. Direct and manage Airport personnel by evaluating department issues, prioritize and assign tasks and projects, participate in interview, hiring, and training of staff and other contractors, provide coaching and instruction to employees as required and develop staff skills and conduct participate in performance evaluations.

- L. Meet with representatives of community groups, government officials, agencies, and the general public to provide information on ordinances and policies relating to Airport operations and represent the interests of the Board with federal, state, and local agencies.
- M. Administer Airport contracts including leases, assignments, amendments, other contracts.
- N. Oversee operational activities of lessees, licensees and other Airport users to ensure compliance with contract terms and Airport regulations.
- O. Responds to requests for information in compliance with the Public Records Act; provides technical information to the Board and staff; identifies and researches technical issues and recommends solutions.
- P. Provide annual SCIP/ ACIP and annual WSDOT Data Base updates.
- Q. Provide recruitment service as directed by the Board for positions as directed.

## **II. Management Administration**

Until such time as the Airport Operations Manager is hired and trained, but in no event later than May 31, 2016, an interim temporary employee shall perform the following tasks:

### **Southwest Washington Regional Airport -General Duties**

- A. SWRA Operating Board –
  - Preparation of Airport Operating Board Meetings
  - Agenda and packet development (coordination with Airport Manager)
  - Maintain adequate and required public notice for all Board meetings, workshops and
  - Special meeting notification
  - Transcription of Board meetings, workshops and special meeting minutes
  - Meeting minute preparation (maintenance on Airport website)
  - Sign in Sheets (development and record retention)
  - Comment Forms (development and tracking)
  - General Claims spreadsheet (development of general claims)
- B. SWRA Operating Board – Website Development and Management
  - Website development (2014)
  - On-going website updates – (e.g. SWRA Operating Board Meeting minutes, contact information, hours, etc)
  - Routine Coordination with Webmaster/Graphic designer
  - Project Information Sheet updates
  - Construction
- C. SWRA Operating Board – Budget, CIP, & General Claims/finance
  - Preparation/coordination for Budget workshops
  - Review and preparation of SWRA Airport Operating Board monthly general claims

- General Claims spreadsheet tracking and publication for each monthly Airport Operating Board meeting
  - Developed working relationship with Airport vendors and City staff (Finance)
  - Budget Resolution retention
  - Capital Improvement Project spreadsheet development for workshops.
  - Developed a CIP Project Map, with CIP Mapping of projects for Board members workshops, and as a visual aid (e.g. uploaded to Airport website)
- D. SWRA Operating Board – Airport hangar, property, tenant, outreach
- Developed tracking system Airport Files (by Hangar# - includes hangar tenants, and contact information)
  - Process Hangar leases and ongoing coordination with Tenants
  - Routine coordination with Financial Services
  - Develop and continue to track Hangar information regarding current tenant hangar occupancy rates
  - Developed revenue report for the Board based on hangar revenue rental and land lease revenue information.
  - Revenue information provided to SAO during accountability audit purposes.
  - Tenant coordination – e.g. develop draft letters as needed.
  - Outreach/communication and coordination with Tenants (e.g. daily basis and/or at events such as Tenant Appreciation Day and the annual Expo in Puyallup).
  - Provide monthly updates to the SWRA Operating Board re: hangar occupancy, % rates, and recent Airport communication/coordination activity.
  - Developed aerial maps of Airport and hangars w/CWCOG (e.g. uploaded to website, for use when working with the public/tenants, events, hangar coordination)
- E. SWRA Operating Board – Emergency Services Coordination
- Tenant and Pilot Communication/Coordination regarding Emergency Aviation Training.
  - Collaboration with our Local Emergency Service agency (e.g. Cowlitz 2 Fire and Rescue)
  - Coordinated Emergency Aviation Training Drills with C2FR, Life Flight Services and Pilots
  - Emergency 911 Drill – coordinated services with C2FR and Life Flight – training at Airport
  - Fire extinguisher training using C2FR flammable liquids pan (located at Airport North FBO Coordination annual basis with Local law enforcement (e.g. National Night Out)
  - Develop and schedule annual required emergency inspections with C2FR.
  - Civil Air Patrol coordination of airport & cadet activities (e.g. painting of the segmented circle project, FAA City electrical, partnering at NNO,)
- F. SWRA Operating Board – Maintenance and Inspection records
- Coordination with Maintenance personnel (e.g. daily maintenance activities, hangar maintenance)
  - Tracking system for maintenance and inspection reporting requirements (e.g. FAA Self Inspection Forms)



- Recording USDA Wildlife database spreadsheet tracking wildlife mitigation at SWRA (e.g. USDA database to track wildlife activities at Airport)
- Developed and maintain maintenance log -to assist with record retention on a weekly, and monthly basis (maintenance activities at Airport currently performed by maintenance personnel and FBO)

G. SWRA Operating Board – Underground Storage Tanks and Inspection records

- Business Licenses
- Tracking DOE inspection reporting requirements and class A/B operating training and signing requirements
- Recording results from Encompass, and tank monitoring results
- Cathodic (3 year) testing and
- Annual Tank tightness test scheduling and recording for Airport/insurance purposes
- Coordination with Airports insurance accounts manager (Fournier)

H. SWRA Operating Board – Office Management, Administration, Records, retention, letters

- Work in office setting at Airport (daily requirements, office administration)
- Board meeting materials record retention, resolutions, minutes, contracts, letters
- Review and analysis of Airport insurance
- Insurance updates as required – developed spreadsheet to Track Airport insurance information, policy, policy periods, premiums, account contact information, and renewal periods.

## **Exhibit A. Detailed Scope of Services and Fees.**

### **Schedule 2—Financial Services**

- I. City shall furnish all personnel and services and to otherwise do all things necessary for or incidental to the performance of the work of providing financial, personnel, and administrative services for the operation of the Southwest Washington Regional Airport. Such work includes:
  - a. Monthly processing and preparation of Airport bills for payment, upon the timely receipt of properly completed and authorized orders of payment from the Airport;
  - b. Monthly processing and preparation of Airport payroll and benefit payments.
  - c. Maintenance of appropriate accounting records and computer files to the level currently provided by the City;
  - d. Preparation of prescribed periodic accounting reports and annual reports;
  - e. Investment of excess Airport funds and crediting investment income to the Airport fund in accordance with state law.
  - f. Services to support State Auditor's review.

## **Exhibit A. Detailed Scope of Services and Fees.**

### **Schedule 3—Maintenance Services**

I. The City shall furnish personnel and services necessary for, or incidental to, the performance of the airport maintenance duties as directed by the Board or its designated Airport Manager.

a. Base services include:

- i. Daily removal of foreign material and debris (FOD) from Runway and Taxiways
- ii. Daily Lighting (bulb and fixture replacement) checks and Beacon Operational condition
- iii. Daily Security Checks of Airport Gates & Fencing, Hangars, and overall Airport Facility,
- iv. Daily non-lethal Wildlife Hazing,
- v. Daily completion and submittal of inspection reports, and
- vi. Weekly monitoring and monitoring report submittals by a Certified Underground Storage Tank A/B Operator to meet Department of Ecology and insurance requirements.

b. As-needed services include, but are not limited to:

- i. Hangar Maintenance (door lubrication and debris removal, etc.)
- ii. Gate and fencing maintenance
- iii. Clearing and grading of brush areas
- iv. Removal or modification of perching/nesting structures and rodent control
- v. Storm water conveyance maintenance, and
- vi. Minor Electrical Repairs (such as Runway lights, Segmented Circle, and Rotating Beacon)

II. The Board shall make available to the City its tools and equipment used to perform the airport maintenance duties.

III. All such work shall be performed to industry standards or such standards as may be mutually agreed by the Board and City.

IV. The Parties agree that when such maintenance work is performed by City employees, they shall be at all times governed by the City's personnel and safety policies and procedures as applicable.

**Exhibit B—Hourly Rates for Maintenance Services**

**I. City Employee Salary and Benefit Hourly Rate - 2016**

<b>Public Works Maintenance Staff</b>	<b>Straight Time</b>	<b>Overtime</b>
Maintenance Lead Technicians	\$43.50/hr.	\$65.00/hr.
Maintenance Technicians	\$40.00/hr.	\$60.50/hr.
Seasonal/Temporary Employees*	\$18.00/hr.	\$25.00/hr.

**II. Truck and Equipment Rental for 2016**

Make	Model	Use	Rental Rate
John Deere	1517	Mower Deck	\$69/day
John Deere	LT155	Riding Mower	\$170/day
John Deere	5410	Tractor	\$295/day

Note: Rental Rates obtained from John Deere representative via telephone #888-777-2700  
December 2014

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:** WSDOT Airspace Lease Agreement – Kelso Longview Visitor's Center

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

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

**For Agenda of:** \_\_\_\_\_ January 5th, 2016 \_\_\_\_\_

**Originator:** \_\_\_\_\_ Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

WSDOT Airspace Lease Agreement AA-04-06696 City of Kelso w/Exhibits

**SUMMARY STATEMENT:**

The Kelso Longview Visitor's Center is located on WSDOT property alongside the I-5 SR-4 Allen Street interchange, and has been allowed by the state through an "airspace lease." The installation of the new Visitor's Center structure and the leasing of the facility to the Kelso Longview Chamber of Commerce for its general business activities (as opposed to visitor/motorist services) necessitated a new lease agreement. WSDOT has prepared and approved the attached documents and provided to the City for consideration.

**Agreement Highlights:**

- 10-year initial term beginning July 1, 2015 with two additional 5-year periods
- City will be required to pay \$865.00 in rent and \$111.07 in leasehold excise tax per year to account for the ground lease value of the portion of the Visitor's Center that is being used for non-motorist activities.
- 60-day notice for termination by either party
- City must remove structures and improvements from the property in the event WSDOT needs the property for transportation purposes.
- Recognizes sublease of the ground to the Chamber of Commerce and includes provisions related to the sublease

**Financial Impact**

\$976.07 per year added to the operational costs of the Visitor's Center currently funded through the Lodging Tax Fund.

**OPTIONS:**

- 1) Move to approve Airspace Lease Agreement AA-04-06696 with the Washington State Department of Transportation.
- 2) Do not approve the agreement.
- 3) Negotiate alternatives to the proposed lease.

*Revised 11/2012*

*RES 420*

AA-04-06696  
IC 04-08-02105  
Parcel 4-03623  
Fed. Aid No. I-5-1(23)38-1  
SR 5 Longview Wye Interchange to Rocky Point

## A I R S P A C E L E A S E

THIS IS AN AIRSPACE LEASE (**Lease**) made and entered into between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, (**WSDOT**), and the CITY OF KELSO, (**TENANT**) a municipal corporation of the state of Washington.

### RECITALS

A. The TENANT currently leases the property to be leased herein pursuant to Airspace Lease AA-04-06696, dated October 14, 1977, ICN 04-08-02105, and any amendments thereto (1977 Lease). It is the intent of the parties to supersede the 1977 Lease with this Lease.

B. Pursuant to the 1977 Lease, TENANT installed a structure on the Premises to house a Visitor's Center that would provide information to the traveling public. TENANT has been removed this structure to allow construction of a replacement building.

C. TENANT has installed a modular structure on the premises to be leased herein, a portion of which TENANT leases to the Kelso-Longview Chamber of Commerce for general business operations and other tourism promotion and economic development related activities.

D. The land and premises to be leased are not presently needed for highway purposes.

E. WSDOT is granted authority to lease property under RCW 47.12.120, and WSDOT deems it to be in the public interest to enter into this Lease.

### AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

**1. PREMISES.** WSDOT does hereby lease to the TENANT, and the TENANT does hereby lease from WSDOT, the premises located in the Northwest Quarter of Southeast

Quarter of Section 26, Township 8 North, Range 2 West, and known to be a portion of the highway right of way of SR5 Longview Wye Interchange to Rocky Point, Sheet 8 of 12 sheets, and as shown hachured on **Exhibit A**, attached hereto and by this reference incorporated herein (**Premises**).

**2. TERM.** The term of this Lease shall be Ten (10) years, COMMENCING retroactively to July 1, 2015 (**Commencement Date**).

**3. RENEWAL.** This Lease may be renewed by the TENANT for Two (2) additional Five (5) year periods (**Renewal Period**); provided, that: (A) the TENANT is not in default and has not been in default during the term of this Lease; (B) there is no public need for the Premises; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing WSDOT policies or practices, laws, regulations and contracts, or provided TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations or contracts and as reflected in a written amendment signed by both parties. TENANT shall give notice of its intent to renew this Lease for the Renewal Period at least Ninety (90) calendar days, but not more than Six (6) months, prior to the expiration of this Lease, or any extension thereof.

**4. HOLDING OVER.** In the event the TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein; provided, that WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than Twenty (20) calendar days prior written notice.

**5. COMPENSATION.** Compensation for this Lease shall be a combination of monetary rent and the provision of in-kind highway purpose benefits as follows:

A. Rent. The TENANT covenants and agrees to pay rent to WSDOT annually, in advance on or before the First day of July (Due Date). Beginning on the Commencement Date stipulated herein, rent shall be paid at the initial rate, subject to adjustment as hereinafter provided, of Eight Hundred Sixty Five and no/100 Dollars (\$865.00) for rent and One Hundred Eleven and 07/100 Dollars (\$111.07) for Washington State Leasehold Excise Tax (LET) for a total annual payment of Nine Hundred Seventy Six and 07/100 Dollars (\$976.07), payable at the address designated under **Section 7**. In no event shall the rent be less than this initial amount.



B. Consideration. TENANT's use of a portion of the property to provide traveler specific information, free of charge, which informs and orients the traveling public, is hereby deemed a highway benefit and/or as serving a highway purpose and is, in conjunction with the monetary rental payment, equivalent in value to the economic rent for the property. Such traveler information includes information for food, gas, lodging, local attractions, regional tourist attractions, roadway conditions, roadway construction schedules, and travel safety. WSDOT shall have the right to review any change in the use of the Premises and may require that TENANT's monetary rental payment be adjusted.

**6. TERMINATION.** This Lease may be terminated by either party upon not less than Sixty (60) calendar days prior written notice to the other; provided, in the event of an emergency as determined by WSDOT, WSDOT may terminate this Lease with less notice or immediately, as deemed necessary by WSDOT.

**7. NONAPPLICABILITY OF RELOCATION ASSISTANCE.** The TENANT acknowledges that this Lease does not at any time entitle the TENANT to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

**8. ENCUMBRANCES.** The TENANT shall not encumber the Premises.

**9. SUBSEQUENT USE FOR TRANSPORTATION PURPOSES.**

A. The TENANT and WSDOT hereby affirm that upon expiration or termination of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C. 1653(f), Section "4f"). If this Lease is terminated for highway construction and WSDOT or authorized local, state or federal official having jurisdiction of the land or a court of competent jurisdiction determines that replacement of the TENANT's facility is required under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees to acquire any necessary replacement lands promptly at its own expense, and hold harmless WSDOT from any such related costs.

B. TENANT further acknowledges, agrees and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Act, 16 U.S.C. 460-1, sections 4-11 (see section 8(f)(3) within WSDOT owned right of way; such funds may be used outside of WSDOT owned right of way).

C. Within Thirty (30) calendar days of the Commencement Date, the TENANT at its expense shall erect and maintain a permanent sign at a location on the Premises approved by WSDOT stating as follows:

“This Visitor’s Center is located on highway right of way under an agreement between the City of Kelso and the Washington State Department of Transportation.”

**10. USE OF PREMISES.**

A. TENANT’s use of the Premises is limited to the installation and maintenance of a modular structure and (1) the operation of a Visitor’s Center for the motoring public, including parking for operable vehicles of visitors and employees of the Visitor Center, and (2) through a separate contract entered into by and between TENANT and the Kelso-Longview Chamber of Commerce (Sublease), use of approximately 800 square feet of the modular structure by the Kelso-Longview Chamber of Commerce for general business operations and other tourism promotion and economic development related activities and parking for operable vehicles of visitors and employees of the Kelso-Longview Chamber of Commerce. For the purpose of this Lease, the term "operable vehicles" is defined as vehicles capable of being driven from the Premises under their own power on Ten (10) minutes notice. Commercial activity is not allowed. TENANT’s occupancy or use of the Premises and improvements, if any, shall not interfere with the use, safety, appearance, nor the enjoyment of the highway facility, nor produce fumes, vapors, odors, drippings, droppings, or discharge of any kind.

B. In using the Premises, the TENANT shall comply with all policies and regulations, including, but not limited to Chapter 47.42 RCW et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT relative to the location, operation, and maintenance of improvements located on the Premises.

C. In using the Premises, it is expressly agreed that TENANT shall (1) comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force, and (2) secure all necessary permits and licenses for the uses of the Premises authorized in this Lease.

D. Access to the Premises is on the easterly side at or near Highway Engineer's Station FR2 2+35± to Highway Engineer's Station FR2 5+65, as shown on Sheet 8 of SR 5 Longview Wye Interchange Vicinity to Rocky Point. Further, direct access to ramps or traveled lanes of limited access highways is not permitted.

E. TENANT shall not commit or allow to be committed any waste upon the Premises nor allow any public or private nuisance.

F. No new construction by the TENANT is permitted on the Premises for the duration of this Lease.

**11. SIGNS, DISPLAY, OR ADVERTISING DEVICES.** Signs, display, or advertising devices are not permitted on the Premises unless they comply with Ch. 47.42 RCW and Ch. 468-66 WAC and are completely detailed on a separate plan sheet which has been

approved in writing by WSDOT and incorporated by reference into this Lease. Such advertising shall only indicate ownership and type of on-Premises activities.

**12. FENCES.** Any WSDOT-owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT for the duration of the Lease. Nothing is to be attached to WSDOT's fence without WSDOT's prior written approval. If any fence is damaged as a result of the TENANT's activities, the TENANT will immediately repair such damage at its cost and to the WSDOT's satisfaction; provided, that if TENANT fails to complete said repair immediately WSDOT may complete the repair and the TENANT agrees to reimburse WSDOT for the cost of said repair within Thirty (30) calendar days of the date of WSDOT's invoice.

**13. CONDITION OF THE PROPERTY.** WSDOT and TENANT acknowledge that they have jointly examined the Premises and the TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

**14. MAINTENANCE.** The TENANT shall perform or cause to be performed at its expense all maintenance of the Premises, including improvements thereon, if any. Such maintenance will include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, and in a manner so as to assure the improvements and condition of the Premises do not adversely affect the highway safety and appearance and that such maintenance will cause no interference with the highway use, all to the satisfaction of WSDOT. Application of pesticides and herbicides within WSDOT right of way as part of TENANT's maintenance of the Premises shall be performed by, or under, the direct supervision of TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license. Washington State Department of Agriculture Pesticide Application Records shall be kept by the TENANT for each application in accordance with chapter 17.21 RCW and be produced to the WSDOT within Five (5) calendar days after WSDOT requests the records.

**15. ENVIRONMENTAL REQUIREMENTS.**

A. TENANT represents, warrants and agrees that it will conduct its activities on and off the Premises in compliance with all applicable Environmental Laws. As used in this Lease, the term "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et

seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under such terms and conditions as may be specified by WSDOT. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such permission is granted, the use and disposal of such materials must be done in a legal manner by the TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT staff or independent third parties where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency having jurisdiction. TENANT will reimburse WSDOT within Thirty (30) calendar days of the date of WSDOT's invoice for the cost of such investigations, where the need for said investigation is determined to be caused by the TENANT's operations. TENANT will promptly provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event the TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within Ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and the TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work, within Thirty (30) calendar days of the date of WSDOT's invoice, where those costs are determined to have resulted from the TENANT's use of the Premises.

D. For the purposes of this Lease, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability including, but not limited

to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property, and which are caused by or result from TENANT's activities on the Premises. TENANT further agrees to retain, defend, indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

F. The provisions of this section shall survive the termination or expiration of this Lease.

**16. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT UTILITY FRANCHISES AND PERMITS.**

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain, repair and enhance existing facilities and install new utilities and, for itself, to grant utility franchises and/or permits across the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to the TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of the Premises.

B. The TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. The TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of Chapter 19.122 RCW relating to underground facilities.

**17. TAXES, ASSESSMENTS, AND UTILITIES.** The TENANT agrees to pay all assessments that benefit the Premises and/or which may hereafter become a lien on the interest of the TENANT in accordance with RCW 79.44.010. The TENANT also agrees to pay all taxes that may hereafter be levied or imposed upon the interest of the TENANT or by reason of this Lease. The TENANT is responsible for and agrees to pay the cost of utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Premises.

**18. LIENS.**

A. Nothing in this Lease shall be deemed to make the TENANT the agent of WSDOT for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. The TENANT acknowledges that WSDOT may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by the TENANT.

B. The TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Premises, the TENANT shall:

(1) Record a valid Release of Lien;

(2) Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or

(3) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

D. Should the TENANT fail to accomplish 1, 2, or 3, above, within Fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default.

**19. WSDOT'S RIGHT OF ENTRY AND INSPECTION.**

A. WSDOT, for itself, its agents and contractors, and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to the TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, to perform security audits such as Homeland Security, or to perform environmental audits as provided for elsewhere in this Lease. Any loss of the use of the Premises due to WSDOT's exercise of such right will be compensated for solely by a pro rata reduction of rent. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by the TENANT.

B. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by the TENANT. In addition, WSDOT and FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements.

C. Entry upon the Premises and the improvements, if any, for any other purpose by WSDOT and FHWA shall be conducted with reasonable notice to the TENANT and during the hours of 8:00 a.m. to 5:00 p.m.

## **20. INSURANCE.**

A. TENANT warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's insurance policy must provide liability coverage for the Premises, including public liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. The TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to the TENANT's use of the Premises.

B. The TENANT assumes all obligations for premium payment, and in the event of nonpayment, the TENANT is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement should TENANT fail to pay the policy premiums.

C. Coverage, if obtained by the TENANT in compliance with this section, shall not be deemed as having relieved the TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Agreement, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, in the amounts and types as set forth in **Section 20.A.** above. Further, TENANT shall provide a certificate of insurance within Ten (10) calendar days of receiving a written notice from WSDOT for an increase in the coverage amounts.

## **21. HOLD HARMLESS/INDEMNIFICATION.**

A. The TENANT, its successors and assigns, will protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities

related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. The TENANT further agrees to defend WSDOT, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees and (b) the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, employees.

B. WAIVER: TENANT agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, the TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to the WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and WAIVER provisions contained in this section shall survive the termination or expiration of this Lease.

**22. PERSONAL PROPERTY.** WSDOT shall not be liable in any manner for, or on account of, any loss or damage sustained to any personal property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by WSDOT or its authorized agents or employees. TENANT's personal property includes, but is not limited to, the modular structure and any appurtenances thereto. Upon termination of this Lease, WSDOT or its agent may remove all personal property remaining on the Premises at the TENANT's expense and dispose of it in any manner WSDOT deems appropriate. TENANT agrees to reimburse WSDOT for the costs of such removal and disposal within Thirty (30) calendar days of the date of WSDOT's invoice.

**23. "AS-BUILT" PLANS.** Within Sixty (60) calendar days following the TENANT's completion of underground utilities and/or buildings or other construction, the TENANT shall furnish WSDOT a complete set of reproducible "As-Built" plans, acceptance of which shall be subject to WSDOT's approval.



**24. NONDISCRIMINATION.** TENANT, for itself, its successors and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including, but not limited to, Chapter 49.60 RCW.

**25. ASSIGNMENT; SUBLEASE.**

A. Assignment. TENANT may not assign this Lease nor any rights created herein.

B. Sublease.

(1) Except as provided herein, TENANT may not sublet any or all of the Premises.

(2) WSDOT hereby approves TENANT's sublease of a portion of the Premises, as set forth in that certain agreement entitled Lease Agreement between City of Kelso and Kelso-Longview Chamber of Commerce, entered into by and between TENANT and the Kelso-Longview Chamber of Commerce, dated October 1, 2013 (Sublease); Provided, that WSDOT's approval the Sublease is contingent upon amending the Sublease to include the following clause within 30 days of the execution of this Lease:

This sublease is expressly made subject to the terms, conditions and limitations contained in the Master Lease which is attached hereto as Exhibit C and incorporated herein by this reference as fully as if the terms, conditions and limitations thereof were set forth in full in this Lease and Subtenant agrees to assume and be bound by the same rights, responsibilities, privileges and duties that the as Sublessor/TENANT from and to the Washington State Department of Transportation. To the extent the terms of this sublease agreement are inconsistent with the terms of the Master Lease, the terms of the Master Lease shall take precedence.

(3) TENANT expressly understands and agrees that the sublease of the Premises does not relieve TENANT of any of its obligations or liabilities under this Lease and TENANT shall remain fully responsible for such obligations and liabilities.

(4) It is expressly understood and agreed that WSDOT does not have a contractual or other relationship with the Kelso-Longview Chamber of Commerce and that TENANT is solely responsible for any and all acts or omissions of the Kelso-Longview Chamber of Commerce pertaining to the Leased Premises.

C. General.

(1) In the event the TENANT assigns this Lease, sublets, or otherwise allows third party use of any portion of the Leased Premises, whether by written or verbal agreement without WSDOT's prior written approval, WSDOT, in addition to or in lieu of terminating this Lease for default, and in addition to any damages it may experience, may demand a share of any

revenue generated by such unauthorized use. WSDOT shall set the amount of said share and its decision shall be final and binding. WSDOT may demand such share at any time during the term of this Lease. The TENANT shall pay said share to WSDOT within thirty (30) calendar days of demand. The TENANT agrees to pay said share retroactively to the date the unauthorized third party use of the Leased Premises commenced. Furthermore, such unauthorized assignment shall not relieve the TENANT hereunder from all of its obligations under this Lease, including but not limited to, payment of rent and maintenance of insurance.

(2) Any transfer of ownership or control of the abutting property owned or controlled by the TENANT to a third party is understood to serve as an assignment of the Lease and such assignment requires the WSDOT's prior written approval of such assignment.

(3) The TENANT hereby covenants that it is acting as principal and not as agent for any undisclosed principal.

**26. PERFORMANCE BY WSDOT.** If TENANT defaults in the performance or observation of any covenant or agreement contained in this Lease, WSDOT, without notice if deemed by WSDOT that an emergency exists, or if no emergency exists, with Thirty (30) calendar days prior written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Premises for such purpose. Such emergency shall include, but not be limited to, endangerment of life, the highway facility or failure of TENANT to obtain in a timely manner the specified insurance coverage. TENANT shall reimburse WSDOT the entire cost and expense of such performance by WSDOT within Thirty (30) calendar days of the date of WSDOT's invoice. Any act or thing done by WSDOT under the provisions of this section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

**27. DISPOSITION OF IMPROVEMENTS.** Except as provided elsewhere herein, upon termination of this Lease under any provision hereof, the improvements constructed by the TENANT on the Premises shall be removed by the TENANT at the TENANT's expense in a manner prescribed by WSDOT. In the event the TENANT fails to remove said improvements upon termination, WSDOT may remove and dispose of said improvements as it deems appropriate and at the TENANT's expense. The TENANT shall reimburse WSDOT for all expenses incurred in such removal and disposal within Thirty (30) calendar days of the date of WSDOT's invoice for such costs.

**28. RESTORATION OF SITE.** Prior to termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore the Premises to its condition prior to TENANT's occupancy, reasonable wear and tear excepted. This work is to be done at the TENANT's expense to the satisfaction of WSDOT.

**29. VACATION OF PREMISES.** Upon termination of this Lease, the TENANT shall cease its operations on and/or use of the Premises. In the event the TENANT fails to vacate the Premises on the date of termination, the TENANT shall be liable for any and all costs to WSDOT arising from such failure.

**30. BINDING CONTRACT.** This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation or her duly authorized representative.

**31. ATTORNEYS' FEES.** In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

**32. MODIFICATIONS.** This Lease contains all the agreements and conditions made between the parties hereto pertaining to the rental of the Premises and may not be modified orally or in any other manner other than by a written agreement signed by all parties hereto. The receipt of rent by WSDOT, with knowledge of any breach of this Lease by the TENANT, and/or with knowledge of any default on the part of the TENANT shall not be deemed to be a waiver of any provision of this Lease. Failure on the part of WSDOT to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of WSDOT to enforce the same in the event of any subsequent breach or default.

**33. INTERPRETATION.** This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

**34. SEVERABILITY.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**35. VENUE.** TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

**36. SUPERSEDE.** This Lease and the exhibits hereto constitute the entire agreement between parties with respect to the Leased Premises and supersedes all contemporaneous agreements and understandings between the parties hereto, which include but is not limited to the Airspace Lease, AA-4-06696, dated October 14, 1977, IC # 04-08-02105, and any amendments hereto.

**37. TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

**38. NOTICES.** Wherever in this Lease written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party. The TENANT agrees to accept service of process at said address; provided, that such address is located in the State of Washington. Otherwise, the TENANT designates the Secretary of State of Washington as an agent for the purpose of service of process. Such service shall be deemed personal service.

**WSDOT:** DEPARTMENT OF TRANSPORTATION (Mailing Address)  
Attn.: Property Management Program Manager  
P.O. Box 47338  
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)  
Attn.: Property Management Program Manager  
7345 Linderson Way SW  
Tumwater, WA 98501

**TENANT:** CITY OF KELSO  
City Manager  
203 South Pacific Avenue  
Kelso, WA 98626

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of WSDOT's execution written below.

Accepted and Approved by:

CITY OF KELSO

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Cynthia Tremblay,  
Property Management Program Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

Assistant Attorney General

APPROVED AS TO FORM

\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, 20 \_\_\_\_

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF COWLITZ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_, to me known to be the duly appointed \_\_\_\_\_ of the City of Kelso and that \_\_\_\_\_ executed the within and foregoing instrument and acknowledged the said instrument to be \_\_\_\_\_ free and voluntary act and deed of said City, for the uses and purposes therein set forth, and on oath Lessees that \_\_\_\_\_ was/are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

WSDOT AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared Cynthia Tremblay, to me known to be the duly appointed Property Management Program Manager, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Notary Public in and for the State of Washington

residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

P.I. STATION	CURVE DATA	CURVE		SUPER	
		Δ	R		
1+212+27.88	26°47'44" L	3274'	779.84'	1531.15'	0.061/F.T.
1+238+32.43	26°47'44" L	3274'	779.84'	1531.15'	0.061/F.T.
1+258+19.59	15°16'56" R	11300'	1516.00'	3014.00'	0.051/F.T.
1+274+00.00	0°00'00" L	900'	58.20'	116.24'	0.051/F.T.
1+290+16+26.19	07°24'00" L	1000'	194.38'	383.97'	0.051/F.T.
1+306+17.57	47°59'59" R	1000'	244.78'	460.60'	0.031/F.T.
1+322+18.75	32°47'42" L	500'	201.06'	392.78'	0.031/F.T.
1+338+19.93	50°43'07" R	200'	54.94'	107.23'	0.051/F.T.
1+354+10.00	07°50'42" L	1000'	68.57'	136.92'	0.041/F.T.
1+370+11.68	11°02'32" L	1428.81'	289.71'	548.93'	0.051/F.T.
1+386+13.20	07°00'00" R	1000'	61.16'	122.47'	0.051/F.T.
1+402+14.80	39°54'51" R	450'	163.40'	313.43'	0.081/F.T.
1+418+16.40	15°11'00" L	3000'	399.84'	794.99'	0.041/F.T.

AIRCSPACE LEASE SCHEDULE	
NO. 1	15' x 110' x 110' x 3000'
NO. 2	15' x 110' x 110' x 3000'
NO. 3	15' x 110' x 110' x 3000'
NO. 4	15' x 110' x 110' x 3000'
NO. 5	15' x 110' x 110' x 3000'
NO. 6	15' x 110' x 110' x 3000'
NO. 7	15' x 110' x 110' x 3000'

ACCESS APPROACH SCHEDULE	
NO. 1	15' x 110' x 110' x 3000'
NO. 2	15' x 110' x 110' x 3000'
NO. 3	15' x 110' x 110' x 3000'
NO. 4	15' x 110' x 110' x 3000'
NO. 5	15' x 110' x 110' x 3000'
NO. 6	15' x 110' x 110' x 3000'
NO. 7	15' x 110' x 110' x 3000'

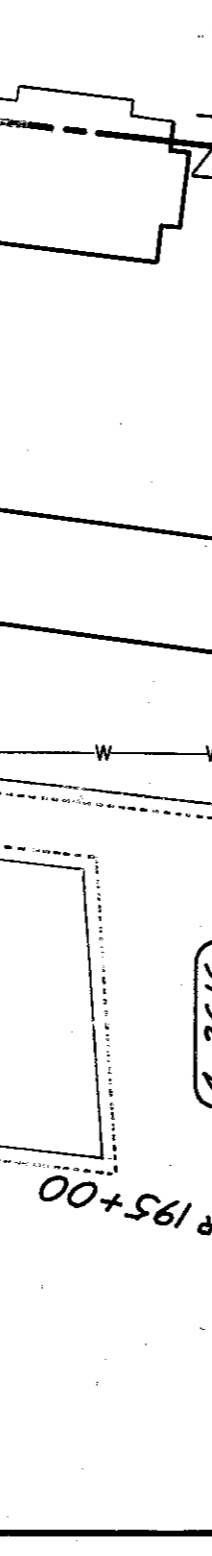
SCHEDULE OF OWNERSHIP	
NO. 1	15' x 110' x 110' x 3000'
NO. 2	15' x 110' x 110' x 3000'
NO. 3	15' x 110' x 110' x 3000'
NO. 4	15' x 110' x 110' x 3000'
NO. 5	15' x 110' x 110' x 3000'
NO. 6	15' x 110' x 110' x 3000'
NO. 7	15' x 110' x 110' x 3000'

PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER	RT.	EASEMENTS
4-3642	NOT USED						
4-3643	KELSO LOTS	9.57 AC.	6.16 AC.				SEE SHEET 7
4-3644	CITY OF KENNESAW	2.50 AC.	0.19 AC.				SEE SHEET 7
4-3645	THE ATLANTIC REFINING CO.	0.29 AC.	0.04 AC.				
4-3646	L.G. J.B. EYER	0.48 AC.	0.08 AC.				
4-3647	R.F. MAPPER	0.48 AC.	0.08 AC.				
4-3648	H. ANTONZON JR. TRUSTEE	1.98 AC.	0.16 AC.				
4-3649	B.C. COOPER	0.90 AC.	0.05 AC.				
4-3650	E.M. SWEET	1.72 AC.	0.16 AC.				
4-3651	R.W. SMALLOW	0.46 AC.	0.05 AC.				
4-3652	NOT USED						
4-3653	NOT USED						
4-3654	L. LINCOLN	0.91 AC.	0.05 AC.				
4-3655	E.M. HARM, INC.	74.26 AC.	0.14 AC.				
4-3656	B.J. YOUNGBLOOD	1.84 AC.	0.06 AC.				
4-3657	B.J. YOUNGBLOOD	123.90 AC.	36.97 AC.				
4-3658	B.J. YOUNGBLOOD	123.90 AC.	36.97 AC.				

PARCEL NO.	DATE	AUTHORITY	BY
4-3642	9-30-45	REV. EAST LINE V.M. WALLACE, D.L.C. NO. 42	RS
4-3643	2-14-84	REV. CONSTRUCTION PERMIT ON ST. 24-11-83	RS
4-3644	9-12-83	REV. R/W TO ST. 24-11-83	RS
4-3645	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3646	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3647	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3648	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3649	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3650	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3651	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3652	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3653	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3654	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3655	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3656	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3657	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3658	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3659	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3660	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3661	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3662	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3663	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3664	1-15-82	REV. R/W TO ST. 24-11-83	RS
4-3665	1-15-82	REV. R/W TO ST. 24-11-83	RS

For Total Parcel Details see Sheet No. 2. CONSTRUCTION PERMIT

**LEGEND**  
ACCESS TO BE PROHIBITED SHOWN THUS  
PROPERTY OWNERSHIP NUMBERS  
PROPERTY LINES  
SCALE IN FEET



THE PRIVILEGE OF ACCESS TO AREAS WITHIN THE RIGHT OF WAY IS PERMITTED FROM OUTSIDE THE RIGHT OF WAY TO THE USER DESIGNATED, SOLELY FOR USE AUTHORIZED BY AND SUBJECT TO THE CONDITIONS OF THE FRANCHISE, PERMIT OR AGREEMENT SPECIFIED. NO ACCESS WILL BE ALLOWED TO THE TRAVELED HIGHWAY LANES OR RAMPS

**OWNERSHIP**

**EXHIBIT A**  
AA-04-06696  
ICN 04-08-02105  
City of Kelso  
Sheet 1 of 1

**ALLEN STREET INTERCHANGE**  
EW 7+34.77

**LONGVIEW WYE INTERCHANGE VICINITY**  
TO ROCKY POINT  
COWITZ COUNTY  
RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
Station LR 195+00 to Station LR 225+00

Limited Access features tentatively approved Aug. 11, 1972 by authority of Washington State Highway Commission.

Limited Access established by Commission Findings & Order adopted December 18, 1972.

**EXHIBIT A**  
45005  
SR 5

WASHINGTON STATE HIGHWAY COMMISSION  
OLYMPIA WASHINGTON  
JOHN R. BUDD, Chairman  
HAROLD WALSH  
BAKER FERRISON  
LORNA BEAM

APPROVED: *[Signature]*  
ASSISTANT WASHINGTON STATE ENGINEER

DATE: Aug. 11, 1972  
SHEET 8 OF 26 SHEETS  
BY: JOHN R. WHITE COMPANY



Lease Agreement between

City of Kelso

and

Kelso-Longview Chamber of Commerce

This Lease Agreement is dated ~~10-1-2013~~ by and between the City of Kelso, a municipal corporation ("the City") and the Kelso-Longview Chamber of Commerce, a \_\_\_\_\_, ("Lessee")

Whereas, the City leases property at 105 Minor Road, Kelso, Washington 98626, upon which it has the right to and is constructing a modular office structure at totaling approximately two thousand (2,000) square feet of interior office space ("Property"), and

Whereas, Lessee has agreed to contribute funds, along with the City and Cowlitz County, to purchase and install the modular structure, and to prepare the Property for use, provided such funds shall constitute prepayment of rent as set forth herein; and

Whereas, Lessee desires to lease a portion of the Property from the City for office space to conduct general business operations and regional tourism marketing, and

Whereas, the City desires to operate its regional Visitor's Center at the Property and has, by separate agreement, contracted with Lessee to operate the regional Visitors Center from the Property;

Now therefore, in consideration of the following terms and conditions, the City and Lessee agree as follows:

1. **Leased Premises.** The City hereby agrees to lease to Lessee and Lessee hereby agrees to lease from the City, upon the terms and conditions set forth herein, office space consisting of approximately 800 square feet (or approximately 40%) within the modular structure, located at 105 Minor Road, Kelso, Washington 98626, together with rights of ingress, egress, use of parking areas, and all common areas (hereafter, "Premises"). The 800 square feet shall include the three offices and a portion of the reception area as noted on Exhibit A, attached hereto and incorporated hereby; except that Lessee agrees to reserve space of at least 10' by 10' within one of the 14' x 12' offices for use by Cowlitz County or City staff members authorized to conduct tourism-related work from the space and as may be more particularly described within a separate operating agreement.
2. **Term.** The initial term of this Agreement shall commence October 1<sup>st</sup>, 2013 and terminate December 31, 2021.
3. **Use of Premises.** Lessee may use the Premises to conduct its general business operations and other tourism promotion and economic development related activities, or other uses as mutually agreed by the parties.

4. **Lease Payments.**

- a. Lessee shall pay to the City during the term of the Agreement rent for the Premises in the amount of \$1.00 per square foot or \$800.00 per month, plus applicable leasehold excise tax under RCW 82.29, which is currently 12.84% or \$102.72, due on the first day of each month.
- b. In addition to the monthly rent, Lessee shall pay \$10.00 per month for insurance, and \$100.00 per month for exterior common area maintenance expenses representing Lessee's pro rata share of such expenses.
- c. Lessee agrees to contribute funds in the amount of One Hundred Thousand Dollars (\$100,000) to City for the purchase and installation of the structure and other necessary capital improvements on the property. This contribution shall establish a pre-paid lease bank to be drawn down monthly on the 1<sup>st</sup> day of each month in the amount of \$1,012.72, for payments due under (a) and (b) above.
- d. The pre-paid lease bank shall be drawn down for lease payments and charges due under this lease agreement for the Premises. The pre-paid lease bank shall not be drawn down for space being used by Lessee for the operation of the Visitors Center portion of the Property or other tourism promotion-related users occupying the Property, as may be set forth by separate agreement.
- e. The City shall provide a statement of the drawdown and remaining balance at least once per quarter by either postal service or electronic mail, and at the request of Lessee.

5. **Additional Consideration.** Lessee agrees to operate the regional Visitors Center for the City as a condition of this Agreement, in accordance with the terms of a separate operating agreement and so long as the City provides financial support for such operations as set forth in the separate agreement, which is attached hereto as Exhibit "B". In the event City no longer provides funding for the Visitors Center operations as provided by the separate operating agreement, then (1) the Lessee will not be obligated to operate the Visitors Center, and (2) the Lessee shall retain its ability to lease the Premises and conduct general business operations through the remaining term of this Lease Agreement, so long as Lessee is not in default and is otherwise in compliance with the terms of this Lease Agreement, and (3) the Lessee shall have the right to terminate this lease agreement.

6. **Operating Costs.** Lessee shall be responsible for maintaining and paying all costs related to the interior common area maintenance and operation of the constructed structure and including but not limited to utilities (water, sewer, sanitation, stormwater, electricity, etc.), cleaning, and repairs. Provided however, that the City shall pay a pro rata share of these costs to the Lessee for that portion of costs allocable to the operations of the Visitors Center and other City uses, which portion shall be negotiated and set forth within a separate operating agreement which is attached hereto as Exhibit "B" between City and Lessee.

7. **Exterior Maintenance.** City shall be responsible for maintaining and paying all costs related to the exterior common area maintenance of the constructed structure and the site improvements present on the Property at the commencement of this Agreement, including but not limited to parking areas, landscaping, and exterior paint and repairs. The responsibility of maintenance for future site

improvements not provided or installed by City shall be negotiated by City and Lessee as an addendum to this Agreement.

8. **Indemnification.** Lessee agrees to indemnify, defend, and hold the City harmless from any and all claims, costs, and expenses, including legal fees and costs incurred by the City in the defense of any claim arising from Lessee's use of the Premises or in the conduct of its business therefrom, or arising from any negligence of its agents, contractors, employees or invitees. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Property from any cause, and Lessee hereby waives all claims in respect thereof against the City except for any claim arising out of the City's negligence or willful misconduct.

9. **Insurance.**

The Chamber shall procure and maintain for the duration of the Agreement, insurance described below against claims for injuries to persons or damage to property which may arise from or in connection to Lessee's use of the premises under this Agreement.

A. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and shall cover liability arising from premises, operations, independent Chambers, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Products-Completed Operations coverage. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Chamber's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

B. **Personal Property Insurance.** Lessee shall obtain and bear the expense of insuring Tenant's personal property, including but not limited to Lessee's furniture, fixtures, leasehold improvements, equipment, and inventory in the amount of full replacement costs.

C. **Waiver of Subrogation.** The insurance coverage required by this section shall contain a clause whereby the insurer waives all rights of subrogation against the City with respect to losses payable under such policies. Lessee waives any and all right of recover against the City, or against the officers, officials, employees, agents, and representatives of the City, for any loss of or damage to Lessee or its property if and to the extent that such loss or damage is subject to coverage under any insurance policy in force at the time of such loss or damage or is supposed to be subject to such

coverage per the terms of this Agreement. Any applicable deductible amount shall be treated as though it were recoverable under such policies.

D. **City Insurance Coverage.** The City shall maintain appropriate property and general liability insurance for its interests in the Structure, the Property, and the Premises, and shall deliver appropriate evidence to Lessee as proof that adequate insurance is in force. Lessee shall receive advance written notice from the insurer prior to any termination of such insurance. The Parties agree that the City's membership in and coverage through its municipal risk pool, Washington Cities Insurance Authority, satisfies the terms of coverage required in this paragraph.

10. **Default and Termination.**

- a. **Lessee Default.** The following circumstances shall be an event of default:
- i. Lessee fails to fulfill any lease obligation or term by which Lessee is bound under this Lease Agreement;
  - ii. Lessee's default of the Visitor Center Operations Agreement;
  - iii. Lessee's termination of the Visitor Center Operations Agreement unless such termination occurs pursuant to the City's default of that Agreement or the City's failure to fund the Visitor Center;
  - iv. Lessee fails to cure any financial obligation within 30 days (or any other obligation within 30 days; provided however that if the breach requires longer than 30 days to cure, Lessee fails to start curing within 30 days) after written notice of such default is provided by the City to Lessee.

Subject to any governing provisions of law to the contrary, in the event of Lessee's default, the City may terminate the Lease, and retain any prepaid lease payments remaining. In the alternative, the City may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this Lease. Lessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the City by reason of Lessee's defaults. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

- b. **City Default.** The City shall be in default of this Lease if the City fails to fulfill any lease obligation or term by which the City is bound within 30 days after written notice of such default is provided by Lessee to the City; provided however that if the breach requires longer than 30 days to cure the City starts curing within 30 days. Subject to any governing provisions of law to the contrary, in the event of a default, Lessee may abate the rent for the portions of the Premises rendered unusable for Lessee's purposes, or may terminate the lease if Lessee's use and occupancy of the Premises or a material portion thereof are interfered with, prevented, or made dangerous. In the alternative, Lessee may elect to cure any default and the cost of such action shall be reimbursed by the City. If the City fails to reimburse Lessee on demand for any sum it owes Lessee, the amount may be deducted by Lessee from the next or succeeding payments of rent.

- c. **Termination.** In the event the City terminates the Agreement for Lessee's default or in the event the Lessee terminates the Agreement without cause, City shall retain the remaining balance of the pre-paid lease amount. In the event the Lessee terminates the Agreement for City's default, or because the City no longer provides funding for the operation of the regional Visitors Center, the Lessee may terminate this Agreement and in the event of such termination, shall be refunded any remaining balance of the pre-paid lease amount.
- d. **Remedies.** Either party, in the event of a default by the other, may exercise any right or remedy available in law or equity.

11. **Notices.** All notices required or desired by be given by the City or Lessee shall be in writing and shall be deemed delivered on actual delivery or three postal delivery days after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed as follows:

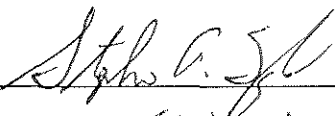

<i>To City</i>	<i>To Lessee</i>
City Manager City of Kelso 203 S. Pacific #217 P.O. Box 819 Kelso, WA 98626	Kelso-Longview Chamber of Commerce _____ _____ _____

12. **Destruction or Condemnation of Premises.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within ninety days after the occurrence of the destruction, and if the cost of repair is less than \$10,000.00, the City shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within ninety days, or if the cost of repair is \$10,000.00 or more, then either party shall have the right to terminate the agreement, and if so terminated, then any remaining balance of prepaid rent that has not been drawn in the prepaid lease bank shall be paid to Lessee. Lessee shall give City immediate notice of any damage to the Premises.

13. **General Provisions.**

- a. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

- b. Redelivery of Premises. Lessee agrees to redeliver to City the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.
- c. Lessee shall not sublease, assign, transfer, or encumber any of Lessee's rights in and to this Lease Agreement or any interest therein, nor license or permit the use of the rights herein in whole or in part, without the prior written consent of the City.
- d. This Agreement represents the entire agreement between the City and the Lessee relative to leasing the Premises.
- e. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.
- f. The parties agree that all provisions herein shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.
- g. Each individual executing this Agreement on behalf of said party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party.
- h. This Lease may be executed in counterpart and each counterpart constitutes an original document. Signatures transmitted electronically or by facsimile shall be deemed valid and binding on the parties
- i. Attorney's fees. In the event of any litigation related to this Agreement, the prevailing party shall be entitled to an award of reasonable legal fees and costs.
- j. If any portion of this Lease shall be held to be void, invalid, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of the Lease shall continue to be valid and enforceable.

<p><b>City:</b> City of Kelso</p> <p>By: <u></u></p> <p>Printed Name: <u>Stephen A. Taylor</u></p> <p>Title: <u>City Manager</u></p> <p>Date: <u>8/19/2013</u></p>	<p><b>Lessee:</b> Longview-Kelso Chamber of Commerce</p> <p>By: <u></u></p> <p>Printed Name: <u>William G. MacCune</u></p> <p>Title: <u>President &amp; CEO</u></p> <p>Date: <u>9/4/13</u></p>
---	--

Approved as to Form:

Janean Z. Parker

Janean Z. Parker, City Attorney

Date: August 20, 2013

**Attest:**

Brian Tubbs

EXHIBIT B  
AA-04-06696  
ICN 04-08-02105  
City of Kelso  
Sheet 7 of 20

*Exhibit A*

*105 Minor Road Floor Plan*

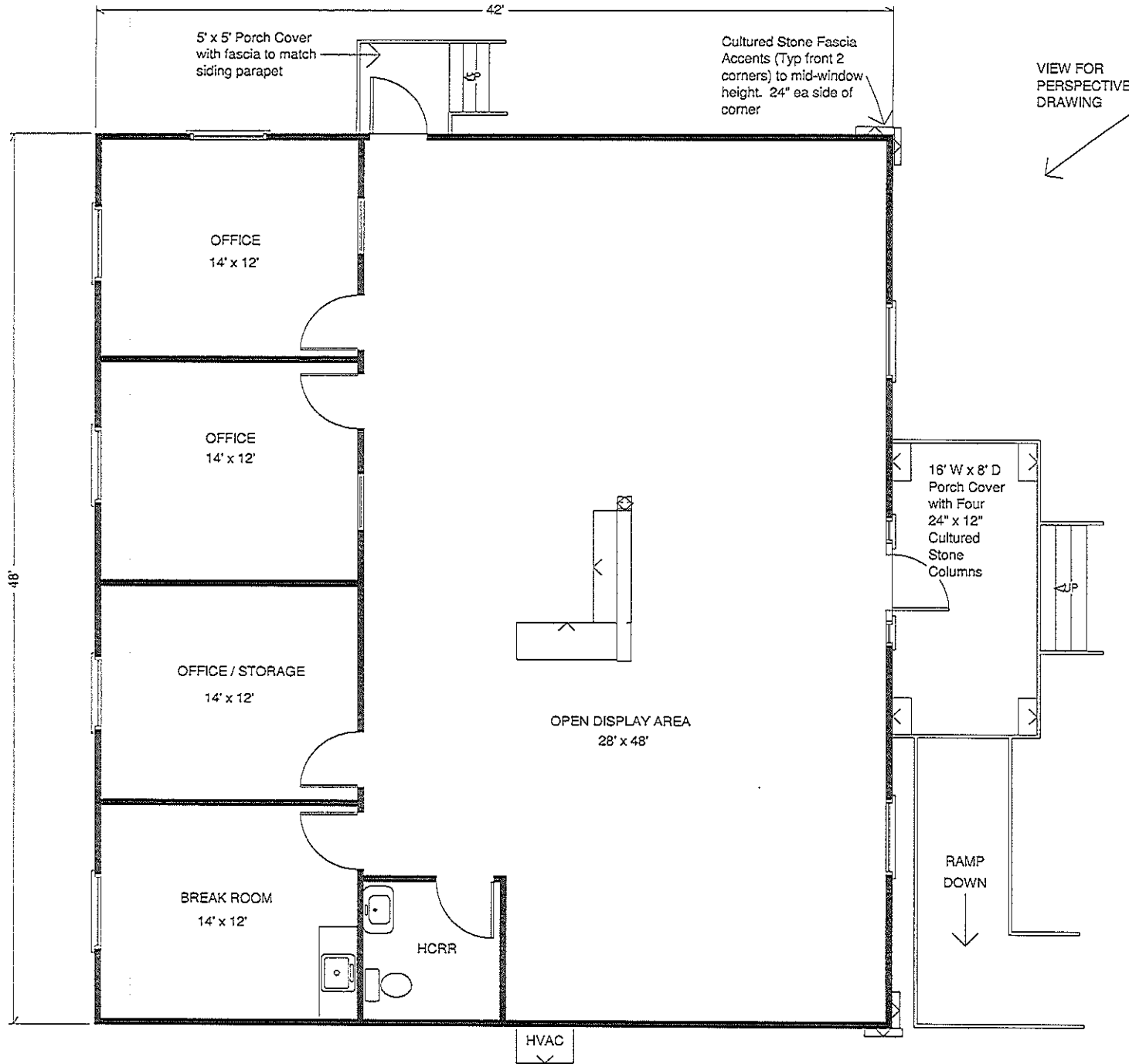
EXHIBIT B  
AA-04-06696  
ICN 04-08-02105  
City of Kelso  
Sheet 8 of 20



*Exhibit B*

*Visitors Center Operating Agreement*

EXHIBIT B  
AA-04-06696  
ICN 04-08-02105  
City of Kelso  
Sheet 9 of 20



42' x 48' KELSO VISITOR CENTER  
 FLOOR PLAN - REVISION #4 -  
 FOR PERSPECTIVE DRAWING

April 25, 2013

PROFESSIONAL SERVICES OPERATIONS AGREEMENT  
FOR OPERATION OF KELSO VISITOR CENTER

This Operations Agreement ("Agreement") is dated effective this 1<sup>st</sup> day of October, 2013. The parties ("Parties") to this Agreement are the City of Kelso, a Washington municipal corporation ("City"), and the Kelso-Longview Chamber of Commerce, a \_\_\_\_\_ ("Chamber").

**Whereas**, the City leases real property at 105 Minor Road, Kelso, Washington 98626, upon which it has the right to and is constructing a modular office structure totaling approximately two thousand (2,000) square feet of interior office space; and

**Whereas**, the Chamber, by separate agreement, leases a portion of the premises, which is agreed to be forty percent (40%) of the interior office space, from the City for office space to conduct general Chamber business operations and regional tourism marketing; and

**Whereas**, the City intends to operate its regional Visitor Center from the premises in the remaining sixty percent (60%) of the interior office space and desires to have the Chamber operate the Visitor Center at the premises; and

**Whereas**, the parties wish to set forth the terms and conditions under which the Chamber will operate the City's Visitor Center;

**NOW, THEREFORE**, in consideration of the terms and condition set forth herein, the City and the Chamber agree as follows:

1. SERVICES.

1.1 The Chamber agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth below and more particularly described in Attachment "A," attached hereto and incorporated by this reference ("Services").

Operate the City's Visitor Center at 105 Minor Road in Kelso during established business hours, staffing the Visitor Center reception counter, answering telephones and inquiries of the public related to tourism and tourist-related facilities in Kelso and the surrounding area, maintain the tourist information exhibits and displays within the Visitors Center, and such other duties and responsibilities as are set forth in Attachment A.

1.2 Compliance With Laws. All duties of the Chamber or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 The Chamber shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Performance Standard. All duties by the Chamber or designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

2. TERM.

The Term of this Agreement shall commence on October 1<sup>st</sup>, 2013 and shall continue until December 31<sup>st</sup>, 2021, unless terminated earlier as provided herein. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Chamber.

3. DEFAULT AND TERMINATION.

3.1 The following circumstances shall not be an event of default:

(a) The City ceases to budget funds to operate the Visitor Center, or

(b) The City funds the operation of a Visitor Center at a location other than the facilities at 105 Minor Road, or

(c) The City terminates the services of the Chamber and engages a different service provider to operate the Visitor Center at 105 Minor Road.

3.2 These events shall not be an event of default under this Agreement. In these circumstances, the City may terminate this Agreement upon ninety days written notice to the Chamber. If the City terminates this Agreement for these causes, the Chamber may elect to keep all rights and obligations under separate lease agreement, including the right to lease space at 105 Minor Road, or to terminate the lease Agreement with the City and receive back from the City the balance of any pre-paid lease amount. City shall pay for all services rendered and the City's pro rata share of interior common area maintenance and operation costs of the Visitors Center up to the date of termination.

The City's failure to pay for services rendered or failure to meet its obligations under this Agreement shall be an event of default. In the event of the City's default, the Chamber's sole remedy is to recover amounts owed for services rendered and maintenance and operation costs incurred. In addition, the Chamber may terminate agreement. Under these circumstances, the Chamber keeps all rights under its separate lease agreement with the City, including right to lease space at 105 Minor Road.

3.3 The Chamber's failure to perform the services set forth in this Agreement or its failure to meet its obligations under this Agreement shall be an event of default.

In the event of a default, the City may recover its damages and the City may terminate the Agreement.

- 3.4 The Chamber's operation of the Visitor Center is a condition of the Chamber's lease of space under a separate lease agreement. In the event the Chamber is in default under this Agreement, or otherwise terminates this Agreement for any reason but City's default or the City's failure to fund the Visitor Center, the City may terminate the Lease Agreement and retain prepaid lease payments made under that Agreement.

4. COMPENSATION.

4.1 In consideration of the Chamber performing the Services, the City agrees to pay the Chamber a base monthly management fee of \$1,250.00 for administering the Services, and, additionally, an amount determined annually following the Chamber's submittal and the City's approval of a budget ("Budget") delineating the operating costs of the Visitors Center. The Budget will be submitted to the City's Lodging Tax Advisory Committee following the Committee's annual call for projects. The City's legislative body receives the Committee's Budget recommendation and either approves, amends, or rejects the Budget. The City will be considered in breach of this Operating Agreement in the instance where either no or inadequate funding is approved for the Chamber to perform the Services described in Attachment "A".

4.2 Compensation Rates. The rate of compensation shall be adjusted as follows:

City shall pay the Chamber a base monthly fee of \$1,250.00 for the above-specified Services through December 31st, 2013. The base monthly fee shall be increased to \$1,500.00 beginning January 1<sup>st</sup>, 2014 through Dec 31<sup>st</sup> 2015, after which adjustments to the fee may be agreed to in the annual Budget taking into consideration changes to the Consumer Price Index over the previous Budget period and the general fiscal state of the City's Hotel/Motel Tax Fund.

Additionally, the City shall pay a flat monthly fee for the City's pro rata share of interior common area maintenance and operation costs of the Visitors Center including but not limited to utilities (water, sewer, sanitation, stormwater, electricity, etc.), telecommunications, services cleaning, repairs, and general office supplies. Such payments shall be determined and adjusted in the following manner: Chamber shall submit the annual Budget described in 4.1 for the upcoming year which shall include the interior common area maintenance and operation costs. The proportion of shared maintenance and operation costs allocated to the Visitors Center within the Budget should be based upon reasonable estimates of usage given the square footage of the structure, hours of operation, and hours worked by employees within the structure. The Chamber shall submit the budget to the City by August 1st of each year

for the City's review and comment. The City shall pay 1/12 of its pro rata share of the budgeted amount each month. At the conclusion of the year, the Chamber shall provide the City with an accounting of actual costs incurred and documentation of the reasons for any costs in excess of the budgeted amount. In the event the City's payments exceeded its pro rata share of actual costs incurred, that amount will be deducted from the calculation the following year. In the event the City's payments did not reach its pro rata share of actual costs incurred, that amount will be added to the calculation the following year.

4.3 Method of Payment. Payment by the City for the Services will be made in accordance with the procedures set forth in the agreement between the City and Chamber for the distribution and use of Lodging Tax funds.

4.4 Chamber Responsible for Taxes. The Chamber shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

5.1 The Chamber warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. INDEPENDENT CONTRACTOR.

6.1 It is the intention and understanding of the Parties that the Chamber shall be an independent contractor. The Chamber or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Chamber will not hold himself or herself out as nor claim to be an officer or employee of the City. The Chamber will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Chamber shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Chamber shall not be deemed to convert this Agreement to an employment contract.

6.2 It is recognized that the Chamber may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Chamber's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Chamber's ability to perform the Services. The Chamber agrees to resolve any conflict in favor of the City.

7. INDEMNIFICATION.

7.1 Chamber Indemnification. The Chamber shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims,

injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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

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

## 8. INSURANCE.

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

8.1 Minimum Scope of Insurance. Chamber shall obtain insurance of the types described below:

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and shall cover liability arising from premises, operations, independent Chambers, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Products-Completed Operations coverage. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Chamber's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

8.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

A. The Chamber's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Chamber's insurance and shall not contribute with it.

B. The Chamber's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. The City shall provide and maintain adequate property and general liability insurance coverage as referenced in Section 9(D) of the lease agreement, in which this Operating Agreement is incorporated, for the structure, property, and premises in and on which the operations of the Visitor Center shall occur.

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

## 9. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Chamber, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Chamber shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Chamber's breach, may result in ineligibility for further City agreements.

## 10. INTELLECTUAL PROPERTY.

10.1 Warranty of Noninfringement. Chamber represents and warrants that the Chamber is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Chamber further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

10.2 Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall



be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. CONFIDENTIALITY.

The Chamber agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Chamber agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

12. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Chamber while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Chamber shall deliver all copies of any such work product remaining in the possession of the Chamber to the City.

13. BOOKS AND RECORDS.

The Chamber agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14. GENERAL PROVISIONS.

14.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

14.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

14.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

14.4 Assignment. Neither the Chamber nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

14.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

14.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

14.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

14.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

14.9 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Cowlitz County, Washington.

14.10 Authority. Each individual executing this Agreement on behalf of the City and the Chamber represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Chamber or the City.

14.11 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

14.12 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

14.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

14.14 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

CHAMBER

CITY OF KELSO

By: [Signature]  
Printed Name: William E. Marcum Sr  
Title: President / CEO  
Address: 1563 Olympia Way  
Longview, WA 98632  
Date: 9/4/13

[Signature]  
Printed Name: Stephen A. Taylor  
Title: City Manager  
Address: \_\_\_\_\_  
Date: 8/19/2013

Approved as to form:

Cameron Park  
City Attorney

**Attest:**

Brian [Signature]

## ATTACHMENT "A"

### SCOPE OF SERVICES

The base of level of service required for the operation of the Visitors Center is described below:

- A. The Visitors Center will be open to the public between the hours of 8:00am and 5:00pm Monday through Friday and 9:00am and 5:00pm Saturday and Sunday. Weekend hours may be adjusted for seasonal activities. Exceptions to the established business hours are allowed for certain holidays, inclement weather, and unforeseen circumstances.
- B. Ensure the Visitor Center reception counter is adequately staffed and phone answered during established business hours.
- C. Respond to tourism-related inquiries made by the general public and direct visitors to tourist-related facilities in Kelso and the surrounding area.
- D. Maintain tourist information exhibits and displays within the Visitors Center in a professional and orderly manner.
- E. Provide for all administration of the Visitors Center including:
  - a) the hiring, training, and supervising of staff and volunteers for the promotion of tourism in Kelso and the surrounding area,
  - b) accounts payable and accounts receivable, and
  - c) implementation of the terms of the Operating Agreement.
- F. Prepare a tourism promotion strategy for Kelso, and implement those portions of the strategy within the constraints of the resources provided for tourism promotion by the City. Chamber staff, including the CEO and Project Manager, will participate in the implementation of the strategy. The onsite management, knowledge and experience of the additional staff will provide greater assistance in promoting Kelso and regional businesses and encouraging visitors and tourists to patronize local businesses and lodging establishments. The onsite management will also provide additional opportunities for the Visitors Center and Chamber in produce marketing products and/or programs to further tourist promotion.
- G. Other duties and responsibilities mutually agreed to by the City and the Chamber.

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** Amendment to the Lease Agreement with Kelso-Longview Chamber of Commerce – 105 Minor Road (Visitor’s Center)

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

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

**For Agenda of:** \_\_\_\_\_ January 5th, 2016 \_\_\_\_\_

**Originator:** \_\_\_\_\_ Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Amendment to Lease Agreement between City of Kelso and Kelso-Longview Chamber of Commerce  
Current Lease Agreement for 105 Minor Road

**SUMMARY STATEMENT:**

A provision of the airspace lease agreement with WSDOT required the City to included amended language to its lease agreement with the Kelso-Longview Chamber of Commerce for their use of the Visitor’s Center for its general business purposes within 30 days of approval of the airspace lease. Since the City is leasing space from WSDOT, although the structure on the site is owned by the City, any agreement with a lessee is technically a sublease with WSDOT. This amendment incorporates the WSDOT master lease agreement and adds a new Section 14 “WSDOT Sublease Provisions” to the agreement between the City and the Chamber.

**Financial Impact**

None

**OPTIONS:**

- 1) Move to approve the amendment to the City’s lease agreement with the Kelso Longview Chamber of Commerce for use of the premises at 105 Minor Road.
- 2) Do not approve the amendment.

Amendment to the Lease Agreement between

City of Kelso

and

Kelso-Longview Chamber of Commerce

The Lease Agreement dated October 1, 2013, by and between the City of Kelso, a municipal corporation (“the City”) and the Kelso-Longview Chamber of Commerce (“Lessee”) is hereby amended as follows:

1. Exhibit C “Master Lease Agreement between the Washington State Department of Transportation and City of Kelso” is attached and incorporated herein within this Lease Agreement; and
2. A new **Section 14 WSDOT Sublease Provisions** is added:

This sublease is expressly made subject to the terms, conditions and limitations contained in the Master Lease which is attached hereto as Exhibit C and incorporated herein by this reference as fully as if the terms, conditions and limitations thereof were set forth in full in this Lease and Subtenant agrees to assume and be bound by the same rights, responsibilities, privileges and duties that the as Sublessor/TENANT from and to the Washington State Department of Transportation. To the extent the terms of this sublease agreement are inconsistent with the terms of the Master Lease, the terms of the Master Lease shall take precedence.

<p><b>City:</b> <b>City of Kelso</b></p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Lessee:</b> <b>Kelso-Longview Chamber of Commerce</b></p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Approved as to Form:

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Janean Z. Parker, City Attorney

Date: \_\_\_\_\_

Attest:

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Brian Butterfield, City Clerk

***Exhibit C***

***Master Lease Agreement between the Washington State Department of Transportation  
and City of Kelso***



Lease Agreement between

City of Kelso

and

Kelso-Longview Chamber of Commerce

This Lease Agreement is dated 10-1-2013 by and between the City of Kelso, a municipal corporation ("the City") and the Kelso-Longview Chamber of Commerce, a \_\_\_\_\_, ("Lessee")

Whereas, the City leases property at 105 Minor Road, Kelso, Washington 98626, upon which it has the right to and is constructing a modular office structure at totaling approximately two thousand (2,000) square feet of interior office space ("Property"), and

Whereas, Lessee has agreed to contribute funds, along with the City and Cowlitz County, to purchase and install the modular structure, and to prepare the Property for use, provided such funds shall constitute prepayment of rent as set forth herein; and

Whereas, Lessee desires to lease a portion of the Property from the City for office space to conduct general business operations and regional tourism marketing, and

Whereas, the City desires to operate its regional Visitor's Center at the Property and has, by separate agreement, contracted with Lessee to operate the regional Visitors Center from the Property;

Now therefore, in consideration of the following terms and conditions, the City and Lessee agree as follows:

1. **Leased Premises.** The City hereby agrees to lease to Lessee and Lessee hereby agrees to lease from the City, upon the terms and conditions set forth herein, office space consisting of approximately 800 square feet (or approximately 40%) within the modular structure, located at 105 Minor Road, Kelso, Washington 98626, together with rights of ingress, egress, use of parking areas, and all common areas (hereafter, "Premises"). The 800 square feet shall include the three offices and a portion of the reception area as noted on Exhibit A, attached hereto and incorporated hereby; except that Lessee agrees to reserve space of at least 10' by 10' within one of the 14' x 12' offices for use by Cowlitz County or City staff members authorized to conduct tourism-related work from the space and as may be more particularly described within a separate operating agreement.
2. **Term.** The initial term of this Agreement shall commence October 1<sup>st</sup>, 2013 and terminate December 31, 2021.
3. **Use of Premises.** Lessee may use the Premises to conduct its general business operations and other tourism promotion and economic development related activities, or other uses as mutually agreed by the parties.

4. **Lease Payments.**
  - a. Lessee shall pay to the City during the term of the Agreement rent for the Premises in the amount of \$1.00 per square foot or \$800.00 per month, plus applicable leasehold excise tax under RCW 82.29, which is currently 12.84% or \$102.72, due on the first day of each month.
  - b. In addition to the monthly rent, Lessee shall pay \$10.00 per month for insurance, and \$100.00 per month for exterior common area maintenance expenses representing Lessee's pro rata share of such expenses.
  - c. Lessee agrees to contribute funds in the amount of One Hundred Thousand Dollars (\$100,000) to City for the purchase and installation of the structure and other necessary capital improvements on the property. This contribution shall establish a pre-paid lease bank to be drawn down monthly on the 1<sup>st</sup> day of each month in the amount of \$1,012.72, for payments due under (a) and (b) above.
  - d. The pre-paid lease bank shall be drawn down for lease payments and charges due under this lease agreement for the Premises. The pre-paid lease bank shall not be drawn down for space being used by Lessee for the operation of the Visitors Center portion of the Property or other tourism promotion-related users occupying the Property, as may be set forth by separate agreement.
  - e. The City shall provide a statement of the drawdown and remaining balance at least once per quarter by either postal service or electronic mail, and at the request of Lessee.
  
5. **Additional Consideration.** Lessee agrees to operate the regional Visitors Center for the City as a condition of this Agreement, in accordance with the terms of a separate operating agreement and so long as the City provides financial support for such operations as set forth in the separate agreement, which is attached hereto as Exhibit "B". In the event City no longer provides funding for the Visitors Center operations as provided by the separate operating agreement, then (1) the Lessee will not be obligated to operate the Visitors Center, and (2) the Lessee shall retain its ability to lease the Premises and conduct general business operations through the remaining term of this Lease Agreement, so long as Lessee is not in default and is otherwise in compliance with the terms of this Lease Agreement, and (3) the Lessee shall have the right to terminate this lease agreement.
  
6. **Operating Costs.** Lessee shall be responsible for maintaining and paying all costs related to the interior common area maintenance and operation of the constructed structure and including but not limited to utilities (water, sewer, sanitation, stormwater, electricity, etc.), cleaning, and repairs. Provided however, that the City shall pay a pro rata share of these costs to the Lessee for that portion of costs allocable to the operations of the Visitors Center and other City uses, which portion shall be negotiated and set forth within a separate operating agreement which is attached hereto as Exhibit "B" between City and Lessee.
  
7. **Exterior Maintenance.** City shall be responsible for maintaining and paying all costs related to the exterior common area maintenance of the constructed structure and the site improvements present on the Property at the commencement of this Agreement, including but not limited to parking areas, landscaping, and exterior paint and repairs. The responsibility of maintenance for future site

improvements not provided or installed by City shall be negotiated by City and Lessee as an addendum to this Agreement.

8. **Indemnification.** Lessee agrees to indemnify, defend, and hold the City harmless from any and all claims, costs, and expenses, including legal fees and costs incurred by the City in the defense of any claim arising from Lessee's use of the Premises or in the conduct of its business therefrom, or arising from any negligence of its agents, contractors, employees or invitees. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Property from any cause, and Lessee hereby waives all claims in respect thereof against the City except for any claim arising out of the City's negligence or willful misconduct.

9. **Insurance.**

The Chamber shall procure and maintain for the duration of the Agreement, insurance described below against claims for injuries to persons or damage to property which may arise from or in connection to Lessee's use of the premises under this Agreement.

A. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and shall cover liability arising from premises, operations, independent Chambers, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Products-Completed Operations coverage. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Chamber's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

B. **Personal Property Insurance.** Lessee shall obtain and bear the expense of insuring Tenant's personal property, including but not limited to Lessee's furniture, fixtures, leasehold improvements, equipment, and inventory in the amount of full replacement costs.

C. **Waiver of Subrogation.** The insurance coverage required by this section shall contain a clause whereby the insurer waives all rights of subrogation against the City with respect to losses payable under such policies. Lessee waives any and all right of recover against the City, or against the officers, officials, employees, agents, and representatives of the City, for any loss of or damage to Lessee or its property if and to the extent that such loss or damage is subject to coverage under any insurance policy in force at the time of such loss or damage or is supposed to be subject to such

coverage per the terms of this Agreement. Any applicable deductible amount shall be treated as though it were recoverable under such policies.

D. **City Insurance Coverage.** The City shall maintain appropriate property and general liability insurance for its interests in the Structure, the Property, and the Premises, and shall deliver appropriate evidence to Lessee as proof that adequate insurance is in force. Lessee shall receive advance written notice from the insurer prior to any termination of such insurance. The Parties agree that the City's membership in and coverage through its municipal risk pool, Washington Cities Insurance Authority, satisfies the terms of coverage required in this paragraph.

10. **Default and Termination.**

- a. **Lessee Default.** The following circumstances shall be an event of default:
- i. Lessee fails to fulfill any lease obligation or term by which Lessee is bound under this Lease Agreement;
  - ii. Lessee's default of the Visitor Center Operations Agreement;
  - iii. Lessee's termination of the Visitor Center Operations Agreement unless such termination occurs pursuant to the City's default of that Agreement or the City's failure to fund the Visitor Center;
  - iv. Lessee fails to cure any financial obligation within 30 days (or any other obligation within 30 days; provided however that if the breach requires longer than 30 days to cure, Lessee fails to start curing within 30 days) after written notice of such default is provided by the City to Lessee.

Subject to any governing provisions of law to the contrary, in the event of Lessee's default, the City may terminate the Lease, and retain any prepaid lease payments remaining. In the alternative, the City may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this Lease. Lessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the City by reason of Lessee's defaults. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

- b. **City Default.** The City shall be in default of this Lease if the City fails to fulfill any lease obligation or term by which the City is bound within 30 days after written notice of such default is provided by Lessee to the City; provided however that if the breach requires longer than 30 days to cure the City starts curing within 30 days. Subject to any governing provisions of law to the contrary, in the event of a default, Lessee may abate the rent for the portions of the Premises rendered unusable for Lessee's purposes, or may terminate the lease if Lessee's use and occupancy of the Premises or a material portion thereof are interfered with, prevented, or made dangerous. In the alternative, Lessee may elect to cure any default and the cost of such action shall be reimbursed by the City. If the City fails to reimburse Lessee on demand for any sum it owes Lessee, the amount may be deducted by Lessee from the next or succeeding payments of rent.

- c. **Termination.** In the event the City terminates the Agreement for Lessee's default or in the event the Lessee terminates the Agreement without cause, City shall retain the remaining balance of the pre-paid lease amount. In the event the Lessee terminates the Agreement for City's default, or because the City no longer provides funding for the operation of the regional Visitors Center, the Lessee may terminate this Agreement and in the event of such termination, shall be refunded any remaining balance of the pre-paid lease amount.
- d. **Remedies.** Either party, in the event of a default by the other, may exercise any right or remedy available in law or equity.

11. **Notices.** All notices required or desired by be given by the City or Lessee shall be in writing and shall be deemed delivered on actual delivery or three postal delivery days after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed as follows:

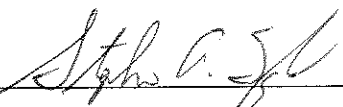
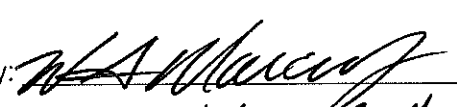
<i>To City</i>	<i>To Lessee</i>
City Manager City of Kelso 203 S. Pacific #217 P.O. Box 819 Kelso, WA 98626	Kelso-Longview Chamber of Commerce _____ _____ _____

12. **Destruction or Condemnation of Premises.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within ninety days after the occurrence of the destruction, and if the cost of repair is less than \$10,000.00, the City shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within ninety days, or if the cost of repair is \$10,000.00 or more, then either party shall have the right to terminate the agreement, and if so terminated, then any remaining balance of prepaid rent that has not been drawn in the prepaid lease bank shall be paid to Lessee. Lessee shall give City immediate notice of any damage to the Premises.

13. **General Provisions.**

- a. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

- b. Redelivery of Premises. Lessee agrees to redeliver to City the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.
- c. Lessee shall not sublease, assign, transfer, or encumber any of Lessee's rights in and to this Lease Agreement or any interest therein, nor license or permit the use of the rights herein in whole or in part, without the prior written consent of the City.
- d. This Agreement represents the entire agreement between the City and the Lessee relative to leasing the Premises.
- e. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.
- f. The parties agree that all provisions herein shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.
- g. Each individual executing this Agreement on behalf of said party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party.
- h. This Lease may be executed in counterpart and each counterpart constitutes an original document. Signatures transmitted electronically or by facsimile shall be deemed valid and binding on the parties
- i. Attorney's fees. In the event of any litigation related to this Agreement, the prevailing party shall be entitled to an award of reasonable legal fees and costs.
- j. If any portion of this Lease shall be held to be void, invalid, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of the Lease shall continue to be valid and enforceable.

<p><b>City:</b> City of Kelso</p> <p>By: <u></u></p> <p>Printed Name: <u>Stephen A. Taylor</u></p> <p>Title: <u>City Manager</u></p> <p>Date: <u>8/19/2013</u></p>	<p><b>Lessee:</b> Longview-Kelso Chamber of Commerce</p> <p>By: <u></u></p> <p>Printed Name: <u>William G. MacCormack</u></p> <p>Title: <u>President &amp; CEO</u></p> <p>Date: <u>9/4/13</u></p>
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Approved as to Form:

Janean Z. Parker

Janean Z. Parker, City Attorney

Date: August 20, 2013

**Attest:**

Brian Tubbs

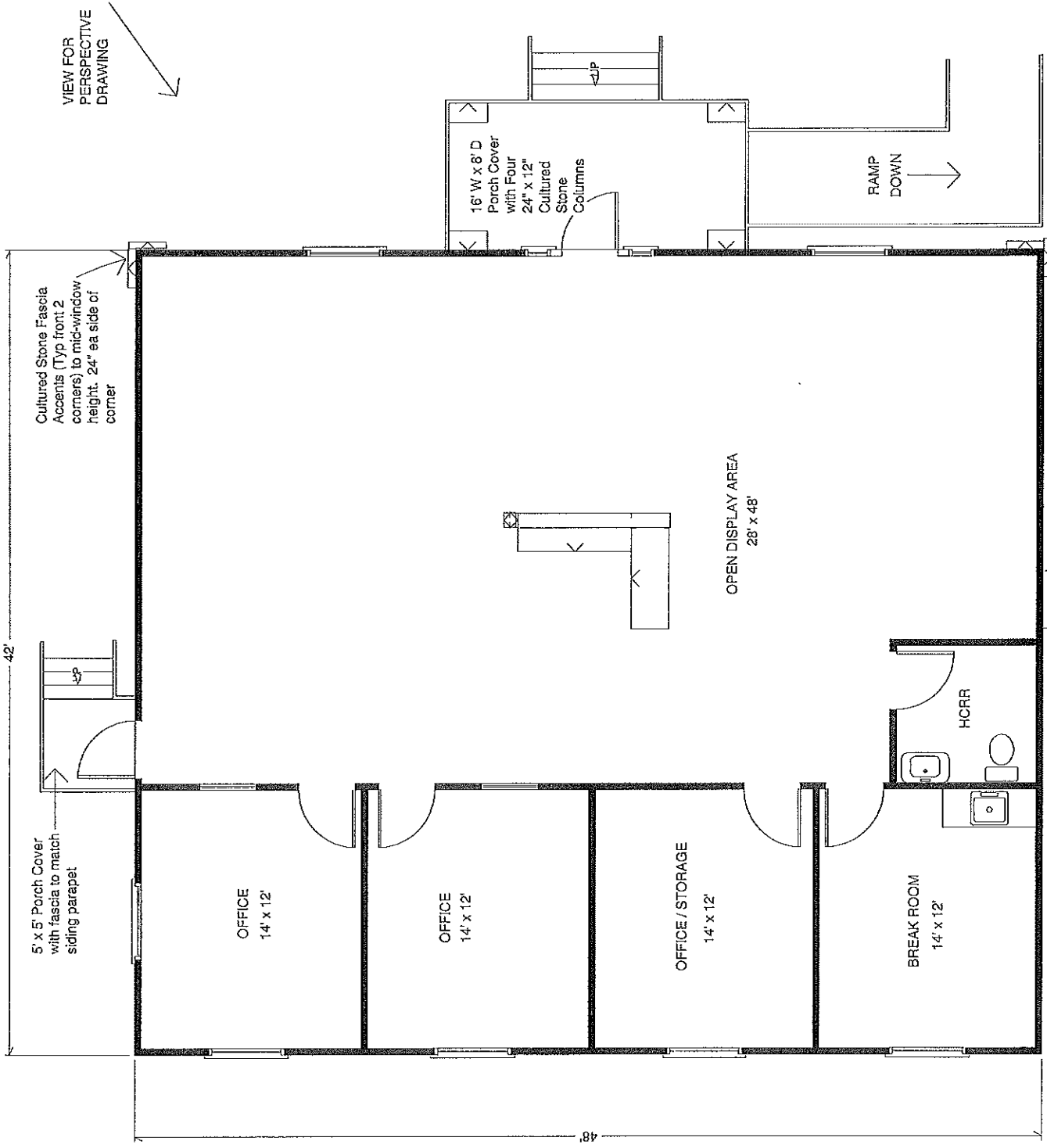
*Exhibit A*

*105 Minor Road Floor Plan*



*Exhibit B*

*Visitors Center Operating Agreement*



VIEW FOR PERSPECTIVE DRAWING

Cultured Stone Fascia Accents (Typ front 2 corners) to mid-window height. 24" ea side of corner

5' x 5' Porch Cover with fascia to match siding parapet

16' W x 8' D Porch Cover with Four 24" x 12" Cultured Stone Columns

RAMP DOWN

OPEN DISPLAY AREA 28' x 48'

OFFICE 14' x 12'

OFFICE 14' x 12'

OFFICE / STORAGE 14' x 12'

BREAK ROOM 14' x 12'

HCRR

HVAC

April 25, 2013

**42' x 48' KELSO VISITOR CENTER**  
 FLOOR PLAN - REVISION #4 -  
 FOR PERSPECTIVE DRAWING

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

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**SUBJECT TITLE:** City Real Estate Services  
Proposal

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

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

**For Agenda of:** \_\_\_\_\_ January 5<sup>th</sup>, 2016 \_\_\_\_\_

**Originator:** \_\_\_\_\_ Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

RFP for Kelso Real Estate Services  
Responses (6) from Real Estate Firms

**Summary Statement:**

Three years have passed since the City requested proposals for real estate services relating to the sale and lease of its properties. Butch Henry, Pacific NW Realty, has been the City's real estate representative since 2006 and was successful in 2012 extending his services to the City for an additional three years. The properties currently being listed are included in the RFP within this agenda packet. Staff issued the request for proposals last November and received six responses from firms active in the Cowlitz County market:

- Eric Fuller & Associates – Paul Young
- Century 21/R.E. Lund Realty – Bob Lund
- Pacific NW Realty – Butch Henry/Steve Dahl
- Woodford Commercial Real Estate – Todd Wade/Chris Roewe
- John L. Scott – Diane Lokan
- RE/Max – Matt Peters

All of the respondents had strong track records and extensive experience performing commercial sale and leasing transactions and marketing. Marketing, pricing, and outreach methods varied among several brokers, with some approaches more targeted, and others quite broad.

After significant review of the responses and communication with the respondents, staff's recommendation is to enter into a one-year agreement with Woodford Commercial Real Estate. Their large share of the commercial market in Cowlitz County, success in leasing and selling Kelso and Longview downtown properties, and general knowledge of small business and commercial lending set them apart as the firm with the highest likelihood of either selling or leasing the City's vacant building spaces and developing solutions for the South Pacific vacant parcel.

Woodford's pricing terms are 5% commissions on lease and sale transactions and consulting services are \$150/hr for Brokers and \$75/hr for Licensed Assistants. Commissions are to be paid by the seller of the property, but in the event a commission cannot be negotiated, the fee is 2.5% of the sales price. The City would negotiate these terms within our standard Professional Services Agreement.

The large response from the local real estate firms was refreshing and illustrates the greater interest in Kelso's downtown market as well as a stronger economy. Proposals from each of the respondents are included for Council's review and consideration.

### **FINANCIAL IMPACT**

Difficult to quantify. Woodford's commission rate is 5% vs. 5.75% with the City's current agreement. However, assuming properties can be sold or leased, the sale prices and lease rates can vary, thus affecting the net amount realized by the City.

### **OPTIONS:**

- 1) Move to authorize the City Manager to enter into an agreement with Woodford Commercial Real Estate for real estate services for a one (1) year period.
- 2) Authorize the Manager to enter into an agreement with another qualified respondent.
- 3) Provide staff with direction for further consideration at a later time.

### **RECOMMENDED ACTION:**

Authorize the City Manager to enter into a professional services agreement with Woodford Commercial Real Estate for real estate services for a one (1) year period.

# REQUEST FOR QUALIFICATIONS AND PROPOSALS

## Real Estate Services

The City of Kelso is requesting qualifications and proposals from interested Real Estate firms/brokers to sell and/or lease various city properties. The Real Estate broker will be retained as an independent contractor, pursuant to a professional services contract approved by the City Council. The term of appointment, compensation and other requirements will be established pursuant to a contract.

The City owns the following properties and/or structures for sale or lease:

- **314 Academy Street**  
(Par# 20121) – Downtown 8,000 sq ft commercial office building
- **1115 South Pacific Avenue**  
(Par# 23249) – 2,500 sq ft commercial lot
- **109 Allen Street**  
(Par# 20036) – Downtown 3,000 sq ft commercial office building
- **501 First Avenue**  
(Kelso Train Depot) – commercial office leased space

Please submit a letter of interest to act as the City's sales representative, summary of qualifications and experience in selling and leasing commercial real estate, and three (3) client references. Responses should contain an explanation of the broker's approach to pricing, marketing, and leasing/selling commercial properties, and reflect a strong understanding of the strengths and challenges of the regional real estate market. Please include a breakdown of anticipated compensation rates, fees and any other consideration required for the provision of services.

Submittals should be limited to ten (10) pages.

All submittals must be received by **Monday, November 30th, 2015, 5:00 p.m.** to the attention of Steve Taylor, City Manager at P.O. Box 819, Kelso, WA 98626.

In person submittals are to be made to: Steve Taylor at Kelso City Hall, 203 S Pacific, Suite 217, Kelso, Washington. Please call (360) 423-1371 for questions.



November 30, 2015

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

**RE: Request for qualifications and proposals for real estate services for the city of Kelso**

#### **MARKETING**

Cowlitz County is currently a fairly decentralized when it comes to marketing for commercial real estate. While it is more common to have one or possibly two sources for the vast majority of real estate listings in a more urban setting like Portland or Seattle, in Cowlitz County there are a number of different sources we need to utilize to attract buyers or tenants for our commercial real estate listings. This is why I have adopted an all of the above approach to my marketing and market my listings on a variety of websites including CoStar and Loopnet, the two largest commercial websites nationally. I also use lesser known but still valuable resources, such as Craigslist and Vertical Email to cast as wide a net as possible. I have also enclosed examples of a couple of my marketing flyers, which I custom tailor to each of my listings.

#### **PRICING**

Relative to pricing properties for sale, I typically evaluate the individual property using both the Comparable Sales Method and the Income Approach (also known as the Direct Capitalization Approach). In terms of the Comparable Sales Approach, the goal is to find other properties that have sold in the area which are similar to the property in question. The final estimated market value of the property is then adjusted once the differences between the properties are compared relative to condition, location, size, etc.

The other primary method used is the Income Approach in which an estimated market rent for the property is determined and this Potential Rental Income is then used to derive an estimated market value for the property. In an ideal world the values resulting from these methods would be very close to each other but, often there is some disparity between them and I have to use my best judgement to determine a final recommendation as far as price is concerned.

In terms of determining an asking lease rate, I typically use both actual lease rates and asking lease rates for comparable properties. The purpose is not only to determine what comparable properties are actually being leased for but also what competing properties are asking for their spaces.

#### **LEASING & SALES APPROACH**

I typically take a more cooperative rather than an adversarial approach in negotiations of both sales and leases. While I always strive for the best possible outcome for my client, I feel it's typical in a real estate transaction that both parties often have to give a little in order to arrive at an agreement that is mutually acceptable to both parties. My general philosophy is that a transaction will not happen unless both parties needs, rather than their wants, are satisfied, which is why identifying those needs up front with my client is very important.

I also feel it's important to evaluate the asking price and rate over the listing term and adjust it as needed. If a property sells or leases which affect the evaluation done initially, the asking price or rate should be reevaluated with this new information taken into account.

## COMPENSATION

In the case of a sale of a City of Kelso property, I propose a commission of 5.5% of the total sale price, of which 3.0% will go to a buyer's agent. The will serve as a reward or incentive to the buyer's agent for selling the property. For an offer where the buyer is found by myself, the total commission will be 4.0% of the sales price. This will not only provide a small financial benefit to the City but also serve as an incentive for me to find that buyer. I should also note that I do not engage in Dual Agency, which can lead to conflicts about who is representing whom, and will be representing only the City of Kelso in any transaction.

In the case of leases for any of the properties, I would propose the same 5.5% commission for leases that are more than 24 months. This will be calculated off of the total rents payable over the initial lease term and would again be split with 3% going to the tenant's broker. For leases that are 24 months or less, I would propose a commission equal to two months of rent in the case of a tenant represented by another broker. This would be split equally between myself and the tenant's broker. If the tenant is not represented by another broker, the commission for a lease will be equal to one month of the average rent for the term of the lease.

## SUMMARY

Thank you for the opportunity to bid on this proposal. I have worked in commercial real estate in the Longview-Kelso area for over 10 years and have truly enjoyed assisting local business and property owners to create opportunities which benefit all parties involved in a transaction. I look forward to working with you and should you have any questions please don't hesitate to contact me.

Sincerely,



Paul Young  
Commercial Broker  
Eric Fuller & Associates, Inc.

Office: 360-597-0565

Cell: 360-560-3165

Email: [pyoung@ef-inc.com](mailto:pyoung@ef-inc.com)

Paul Young

**Commercial Broker  
Eric Fuller & Associates,  
Inc.  
501 SE Columbia Shores  
Blvd., Suite 400  
Vancouver, WA 98661**

Office: 360-597-0565  
Cell: 360-560-3165  
Fax: 360-750-5594

[pyoung@ef-inc.com](mailto:pyoung@ef-inc.com)

## SUMMARY

The following resume will show a detail-oriented and results-driven problem solver with an extensive background in commercial real estate in the Southwest Washington area.

## EXPERIENCE

### **Commercial Broker, Eric Fuller & Associates, Inc. Vancouver, WA - 2013 thru present**

Specializing in commercial real estate with a specific focus on the Cowlitz & Clark Counties. Extensive experience with all aspects of commercial real estate including sales, leasing, property management and negotiation. Familiar with the preparation of all major documents related to commercial real estate, including leases and purchase agreements.

#### **Accomplishments**

- Since 2006 has sold over \$17 Million worth of commercial real estate with over 80% of those sales occurring in Cowlitz County.
- Since 2006 has leased over 275,000 SF of commercial real estate with the vast majority of those leases occurring in Cowlitz County.
- Currently acts as property manager for over \$9 Million worth of commercial real estate.

### **Commercial Broker, Windermere Commercial Real Estate Kelso, WA - 2006 thru 2013**

Specializing in commercial real estate with a specific focus on the Cowlitz County and Kelso-Longview area. Extensive experience with all aspects of commercial real estate including sales, leasing, property management and negotiation. Familiar with the preparation of all major documents related to commercial real estate, including leases and purchase agreements.

#### **Accomplishments**

- Notable sale transactions include 1338 Commerce Ave (\$1.2 Million), the new Social Security Administration building at 840 Ocean Beach Hwy (\$1.57 Million) and the new Vancouver location for Community Home Health & Hospice (\$1.5 Million).
- Notable lease transactions include the new Wilco Farm and Feed in Kelso, Taco Time in Kelso and several Subway and Snap Fitness franchises in Cowlitz County.
- Completed CI 101 (Financial Analysis) and 102 (Market Analysis).

### **Army Ranger - US Army, 2nd Battalion, 75th Ranger Regiment Fort Lewis, WA - 2001 thru 2005**

Served four years as an Army Ranger, being deployed on five overseas tours to Iraq and Afghanistan. Served as a machine gun team leader in a combat zone. Learned to work with a team in a highly technical and high stress environment.

#### **Accomplishments**

- Received the Combat Infantryman Badge, Parachutist Badge with Combat Distinguishing Device, Bronze Service Star and Army Good Conduct Ribbon among others awards and citations.

## EDUCATION

**University of Florida - Gainesville, WA**  
Bachelor's of Science - 1997 thru 2001



## REFERENCES

### **Mr. Preston Worth - Kelso, WA**

Owner – P.R. Worth, Inc.

Managing Partner – Longview WYE Development

Relationship – Paul Young currently has the vacant lots located on Coweeman Park Dr in Kelso for sale, with several lots currently under contract to sell

Office: 360-636-4396

Cell: 503-209-8737

Email: [preston@prworth.com](mailto:preston@prworth.com)

### **Mr. Bob McDonald**

Owner – The Bowers Building, 1338 Commerce Ave, Longview

Former Owner – Riverway Plaza, 200 Kelso Dr, Kelso

Relationship – Paul Young currently represents the owner for The Bowers Building in Longview and represented on transactions such as the Wilco Farm & Feed and Taco Time at Riverway Plaza in Kelso

Cell: 425-269-4800

Email: [bmcdonald32@comcast.net](mailto:bmcdonald32@comcast.net)

### **Mr. Mark Luna**

Owner – Dutch Bros. Coffee franchises located in Kelso & Longview

Relationship – Negotiated the lease for his new location on Ocean Beach Hwy

Cell: 541-230-0730

Email: [mark@dutchbros.com](mailto:mark@dutchbros.com)

**APPROX. 24.67 ACRES**

**FOR SALE**

Coweeman Park Drive | Kelso, Washington



Variety of sizes starting at 0.84 acres

Located at Exit 36 in Kelso at SR-432 & I-5 Interchange

Zoning allows for a variety of uses

All utilities in the street

Excellent access and visibility to freeway

LOT	TOTAL		UPLAND	
	SQUARE FEET	ACRES	SQUARE FEET	ACRES
3A	98,671	2.27	85,324	1.96
3B	97,850	2.27	82,018	1.88
4A	170,993	3.93	120,387	2.76
5A	43,524	1.00	43,524	1.00
7A	82,917	1.90	73,935	1.70
7B	89,222	2.05	71,466	1.64
8	36,606	0.84	32,716	0.75
9	55,599	1.28	43,783	1.01
10	309,237	7.10	36,562	0.84
11	51,529	1.18	33,344	0.77
14	37,618	0.86	37,618	0.86
<b>TOTAL</b>	<b>1,074,666</b>	<b>24.67</b>	<b>660,677</b>	<b>15.17</b>

For more info Contact:

Paul Young | [pyoung@ef-inc.com](mailto:pyoung@ef-inc.com)  
360.597.0565



501 SE Columbia Shores Bl., Ste. 400  
Vancouver, WA 98661  
360-750-5595  
[www.ericfullerinc.com](http://www.ericfullerinc.com)

This statement with the information it contains is given with the understanding that all the negotiations relating to the purchase, rental or leasing of the property described above shall be conducted through this office. The above information, while not guaranteed, has been secured from sources we believe to be reliable.

# RIVERWAY PLAZA

200 KELSO DR. | KELSO, WA 98626

FOR LEASE



**LOCATION/ACCESS:** Directly off I-5 and east of Three Rivers Mall in Kelso, Washington.

**AVAILABLE:** 1,422 SF to 2,000 SF

**RENT:** Lease rates starting at \$15.00 per square foot per year, triple net (est. at \$2.75/sf/year)

**TRAFFIC COUNTS:** 45,000 VPD

DEMOGRAPHICS	1-MILE	3-MILE	5-MILE
Estimated Population	8,968	37,374	63,478
Average Household Income	\$52,123	\$58,652	\$58,050



**CO-TENANTS & AREA RETAILERS INCLUDE:**



Three Rivers Mall

SUBWAY

RED LION HOTELS

**For more info Contact:**

Paul Young  
 pyoung@ef-inc.com  
 360.597.0565 office direct  
 360.560.3165 cell

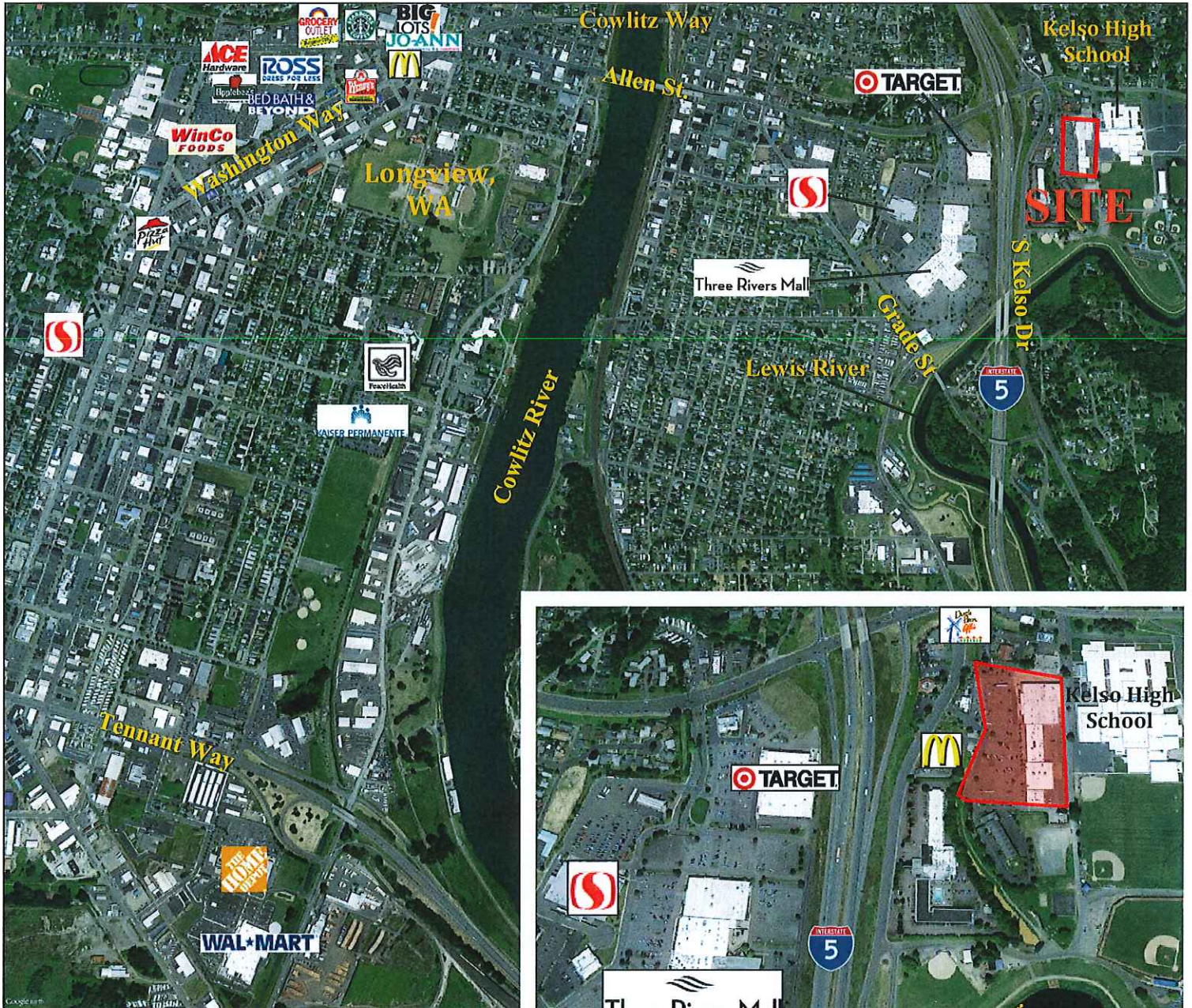


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# RIVERWAY PLAZA

200 Kelso Drive | Kelso, Washington 98626



November 27, 2015

Steve Taylor  
City Manager  
P.O. Box 819  
Kelso, WA. 98626

Re: Request for Qualifications and Proposals for Real Estate Services

Dear Mr. Taylor,

Our firm is interested in acting as the City of Kelso Real Estate Services representative. Diane Lokan, Commercial Sales and Leasing Broker and Shirley Little, Broker-Owner will be working together as a team for the representation of the City of Kelso properties leasing and sales.

Diane Lokan has been leasing and selling Commercial, Multi Family and Residential Real Estate for 10 years. Prior to Diane was in the Commercial and Industrial Development Industry working for a local Developer for 28 years. Shirley Little has been in the Real Estate Industry for 38 years. Prior to Shirley was in Lending and Insurance Services.

Our approach to Leasing and/or Sales begins with understanding and keeping current with the trends in pricing and rents. Reviewing the listings on market to see what is leasing and selling. Equally important is what is staying on market with no activity and why. Presented well and priced right a listing will create activity.

Presentation and Promotion is key to getting your listing sold or leased. The Property needs to be Photographed well- Exterior and interior spaces. We use all print and digital media available to promote our listings- we are members of Loop net Commercial Real Estate and Co-Star as well as members of the NWMLS (Seattle-Longview) and the RMLS (Vancouver, Portland and Southern Oregon). Additionally we set all of our listings up with their own website on John L Scott.com. We use constant classified advertising in our local paper and the Oregonian. Last we maintain a good relationship with the surrounding Commercial Brokers-Letting them know when we have a new listing, contacting them to see if they have a client with similar needs.

For the Real Estate Services our Firm will charge a Six (6%) percent commission on either the sale or the first term lease. Of that we will split the commission with any other Broker who brings a Buyer/Lessee. No other fees will apply and we pay for our own advertising.

We have included a list of references and a sample of our current for sale and lease commercial properties.

Please do not hesitate to contact us for more information.

Thank you for your consideration.



Diane Lokan, Broker

John L Scott-LVW



Shirley Little, Broker-Owner

John L Scott-LVW

Commercial Real Estate References

Jason Greene  
CBRE, Inc.  
Portland, OR  
[Jason.green@cbre.com](mailto:Jason.green@cbre.com)  
Phone: 503-221-4810

John F. Miller  
CB Richard Ellis  
Seattle, WA  
[jfmiller@cbre.com](mailto:jfmiller@cbre.com)  
Phone: 206-947-7473

Richard Inhofer  
Commercial Real Estate Investor  
[dickinhofer@gmail.com](mailto:dickinhofer@gmail.com)  
Phone: 360-957-0156

Joann Caldwell  
Commercial Real Estate Investor  
[jccaldwell@comcast.net](mailto:jccaldwell@comcast.net)  
Phone: 360-957-0893

Sharon Herbert  
Local Business Owner-Curves  
[curveslongview@gmail.com](mailto:curveslongview@gmail.com)  
Phone: 360-577-8746

**Properties for Sale and Lease**

**1 207 Hazel Street, Kelso, WA 98626**



Price \$410,000  
Building Size 6,000 SF  
Property Sub-type Warehouse  
Status Active

Property Notes

**Property Description**

6000 sf light industrial building. 5000 sf warehouse with an additional approx 1000 sf two bedroom, one bath apartment with separate entrance and heat pump which could easily be converted to office space. Warehouse has gas heaters, overhead mezzanine storage, additional half bath and two 14' overhead doors. Building was designed for expansion or additional oh door on west side. Located on 3/4 acre which includes a 150 x 100 gravel yard currently used for additional income with RV Storage.

**2 1516 Hudson Street, Longview, WA 98632**



Space Available 2,324 SF  
Rental Rate Yr \$17 /SF/Yr  
Spaces 1  
Building Size 16,930 SF  
Property Sub-type Office Building  
Status Active

Property Notes

**Spaces**

#	Total Space Avail.	Rental Rate	Min Divisible	Max Contiguous	Lease Type	Date Avail.	Description	Sublease
101	2,324 SF	\$17 /SF/Yr	2,324 SF		NNN	Now		

**Property Description**

FOR LEASE. Ideal downtown location. Professional 2324 sf First Floor Office space featuring reception and waiting area, multiple office/exam rooms, Storage area, Kitchen and restroom. This space overlooks the Civic Center and 15th Avenue. Two Entrances and Security System. Perfect for Medical/Dental/Aesthetics Offices. Negotiable Tenant Improvements. Offered at \$17.00 sf per annum plus NNN. Great visibility and signage. High Traffic area. NNN Costs are currently \$6.72/sf/yr. Call Listing Agent to arrange showing. Annual CPI lease adj.

**3 1700 Hudson Street, Longview, WA 98632**



Price \$6,250,000  
Building Size 29,242 SF  
Cap Rate 5%  
Property Sub-type Office Building  
Status Active

Property Notes

**Property Description**

Newer Commercial Class A Multi Tenant Office Building. Almost fully leased with long term net lease tenants. Two spaces left with one large office suite 2870 sf fully built out and ready to lease and a small corner office suite with 472 sf. Located in the heart of downtown in the Historic Old West Side. Ample onsite parking. Convenient location close to Post Office, Banking, Restaurants and Medical Facilities.



4 1815 Washington Way, Longview, WA 98632



Space Available 700 SF  
 Rental Rate Yr \$12.43 /SF/Yr  
 Spaces 1  
 Gross Leasable Area 700 SF  
 Property Sub-type Neighborhood Center  
 Status Active

Property Notes

**Spaces**

#	Total Space Avail.	Rental Rate	Min Divisible	Max Contiguous	Lease Type	Date Avail.	Description	Sublease
Space 1	700 SF	\$12.43 /SF/Yr	700 SF	700 SF	NNN	Now		

**Property Description**

Retail or Office Space in this highly visible downtown location near Civic Center Circle. Recent full Renovation. Large parking area, visible signage. Includes water, sewer & garbage.

5 3331 Washington Way, Longview, WA 98632



Space Available 2,354 SF  
 Rental Rate Yr \$6.12 /SF/Yr  
 Spaces 1  
 Building Size 2,354 SF  
 Property Sub-type Office Building  
 Status Active

Property Notes

**Spaces**

#	Total Space Avail.	Rental Rate	Min Divisible	Max Contiguous	Lease Type	Date Avail.	Description	Sublease
Space 1	2,354 SF	\$6.12 /SF/Yr	2,354 SF	2,354 SF	NNN	Now		

**Property Description**

Office space that would be perfect for a medical facility, construction office or? Waiting room, reception area, offices, (4) exam rooms and large conference room. Includes 2 restrooms, plenty of parking and forced air/heat pump. Visible signage from both Industrial Way and Washington Way.



Space Available 472 - 2,290 SF  
 Rental Rate Yr \$15 - 19.80 /SF/Yr  
 Spaces 2  
 Building Size 29,000 SF  
 Property Sub-type Office Building  
 Status Active

Property Notes

**Spaces**

#	Total Space Avail.	Rental Rate	Min Divisible	Max Contiguous	Lease Type	Date Avail.	Description	Sublease
Space 1	2,290 SF	\$19.80 /SF/Yr			NNN		Large first floor suite with reception area, conference room, kitchen space, 7 office and multiple cubicle office space.	
105	472 SF	\$15 /SF/Yr				Now		

**Property Description**

Newer Commercial Office Building. First Floor Suite Available. Only only space left-second floor space with 2290 square feet. Seven offices, Large conference room, Kitchen space and Reception area. Lease entire space or lease and sublease part of the space. \$1.50 per s.f. NNN. Convenient downtown location near city hall, hotels, hospital, restaurants and post office.



Price \$495,000  
 Building Size 7,150 SF  
 Property Sub-type Retail (Other)  
 Status Active

Property Notes

**Property Description**

7150 sf Building with approx 4450 sf Office, showroom, lobby and two additional Office street entrance Rental units for additional income. 3600 sf Warehouse. Additional Outdoor covered Bays. Extra fenced parking lot for up to 50 Vehicles. Owner financing available OAC.



PACIFIC NORTHWEST  
REALTY GROUP

November 29, 2015

CITY OF KELSO WASHINGTON  
Mr. Steve Taylor, City Manager  
PO Box 819  
Kelso, WA 98626

Reference: Request for Qualifications and Proposals

Subject: Real Estate Services

Dear Mr. Taylor,

Thank you for the opportunity to provide our Qualifications and Proposal for Real Estate Services in accordance with your request dated October 29, 2015.

QUALIFICATIONS

Pacific Northwest Realty Group has been the City's real estate broker since July of 2006. During that time, we have provided brokerage services and consultation services to the City Manager, City Attorney and the City Council for numerous real estate transactions. Sales have been nearly \$1.4MM during this period. Lease transactions have been successful in the Train Depot. We also consulted on the Boundary Line Adjustment for the West Main Widening Project that saved significant City dollars in fees and consulting services at no additional cost. We currently have the following properties listed within the City of Kelso:

<u>Address</u>	<u>Description</u>	<u>Listed Amount</u>	<u>Listed Date</u>
109 Allen Street	Old Finance Building	\$305,550	On-Going
501 1st Ave S	Train Depot Leases	\$1.50/sf	On Going
1115 S. Pacific	Bare Lot, Former Store	\$80,750	On Going
314 Academy	Former Library Building	\$402,300	On Going

Our firm has developed numerous working relationships within city operations, including Planning & Zoning, Public Works, Engineering, Finance and Utilities. These working relationships have provided positive services to the Kelso Community -- building teamwork and proactive problem solving when working with real estate within the city.

Additionally, our firm provides real estate sales and leasing services throughout Southwest Washington. We work closely with the Kelso-Longview Chamber of Commerce and serve on numerous Boards of Directors for not for profit and limited liability companies.

### PROPOSAL

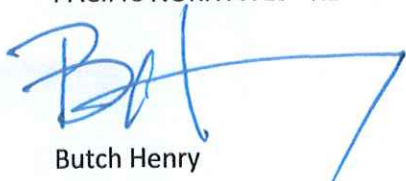
In 2012, we offered to reduce our fee for sales to 5.75%. We will continue to honor this offer and extend it to any sale going forward, including bare land. The current listing agreements expire 12/31/2015. If we are successful in retaining this book of business, we will modify the terms on the anniversary date of the existing agreements.

We provide comprehensive marketing efforts. We advertise our listed properties in the Cowlitz County Buyers Guide, The Daily News Real Estate Magazine, on our website at [www.PacificNorthwestRealty.com](http://www.PacificNorthwestRealty.com), and LoopNet. We provide flyers and signage. We are members of Realtor, Northwest Multiple Listing Service, and Regional Multiple Listing Service. We have the most comprehensive and far reaching **Commercial Real Estate Advertising program in Cowlitz County.**

We are the best qualified brokerage firm for many reasons. First, we have significant experience and knowledge of your specific properties after having worked with the city since 2006. Second, we have a strong loyalty to Kelso. We have recently added Steve Dahl to our team. Steve has lived in Cowlitz County his entire life and has deep roots in Kelso. Butch Henry, our Commercial Broker, has been active in sales and marketing of real property in Cowlitz County for over 28 years. Butch has been your broker since 2006. Butch and Steve are committed to continuing to assist Kelso in successful real estate projects in the future.

Thank you again for the opportunity to provide this response. We look forward to hearing from you. Please don't hesitate to contact us should you have any questions or require additional information. We hope to maintain a long and mutually beneficial relationship with the City of Kelso.

Very truly yours,  
PACIFIC NORTHWEST REALTY GROUP



Butch Henry  
Sales Executive and Property Manager

XC: File



R. E. LUND REALTY

1801 - 1st Avenue, Suite 4C  
P.O. Box 2729  
Longview, WA 98632  
Office (360)425-2870  
Fax (360) 425-5442

November 30, 2015

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

Dear Mr. Taylor:

I have received your Request For Qualifications And Proposals for Real Estate Services. I would like to express my keen interest in representing the City of Kelso in selling and/or leasing properties owned by the City of Kelso.

Briefly, I was a commercial banker for 20 years having been President & CEO of Twin River National Bank in Lewiston ID and subsequently President & CEO of Columbia National Bank in Longview WA (now Columbia Bank). I left the banking business in 1992 and entered the real estate field. From 1993 to 2005 I had specialized solely in the sale, leasing and management of commercial and industrial real estate. In 2005 I acquired a Century 21 franchise and have operated Century 21 R. E. Lund Realty since that time. Although my company is a general real estate brokerage, my personal specialty remains the sale, leasing and management of commercial and industrial properties. Within the Century 21 System my office is classified as part of the Century 21 Commercial Investment Network and myself and one of my agents, Stephen Burright, are designated as Commercial Investment Specialists within the Century 21 System.

Mr Burright has been a Commercial Realtor for 15 years. After college, he was a Gym manager for NW Gold's Gym in Portland OR, from 1992 to 1998. Subsequently he became the President and CEO of the Cronin Corporation head of the Basco and EDI division in Portland Oregon from 1998 to 2002. He received his Real Estate License in 2000 and started his Real Estate career at Coldwell Banker and began to specialize in commercial sales, and leases and management. He then went to Realty Pro in Vancouver in 2002 to head their new Commercial Department and was there until he moved to Cowlitz County in 2013. He spent a brief time at Woodford Commercial until he came to Century21 R.E. Lund Realty in early 2015 to better focus and specialize in Commercial Real Estate Sales and Leasing which is his real passion.

\* \* \* \* \*



*Each Office Is Independently Owned And Operated*

To support this Request For Qualifications And Proposals for Real Estate Services, I submit the following references:

Current Leasing and management clients:

Stanley Fouch  
144 Elk Ridge Dr  
Longview, WA 98632  
(360)749-9900

*We manage two complexes on California Way in Longview (851 & 756-758 California Way) consisting of approximately 7 acres of land and 40,000 square feet of leasable buildings which involve 10 building tenants and multiple (15-20) truck parking tenants. I have represented Mr. Fouch since 1995.*

Joe Hutchings  
4059 Old Pacific Hwy S  
Kelso, WA98626  
(360)751-0023

*We currently manage two properties for Mr. Hutchings, one at 297 & 299 N 1<sup>st</sup>, and 274 Frontage in Kalama, WA and the other at 1405 Cypress in Longview, WA. The Kalama property is three buildings restored as one and consisting of a total of 10,500 square feet and seven tenancies. The Longview property consists of 3,000 square feet and a single tenant. I have represented Mr. Hutchings since 2005.*

Charlot Bryant  
75-668 Lalii Place  
Kailua-Kona, HI 96740

*We currently manage approximately 10,000 square feet for Ms. Bryant at 810 Westside Hwy in Kelso consisting of three buildings and seven tenants. I have represented Ms. Bryant since 2007.*

Current and/or recent Brokerage clients:

Ostrander Rock and Construction  
c/o Robert Portner  
3549 Old Pacific Hwy S  
Kelso, WA 98626  
(360)957-2435

*Currently listed or recently sold numerous properties which are generally larger development properties in Cowlitz County.*

Dave Rutan  
400 E Mill Plain, Ste 100  
Vancouver, WA 98684  
(360)513-5465

*Currently marketing a 14 acre highway commercial property in Woodland, WA*



Jeff Rauth  
28301 NE 24<sup>th</sup>  
Ridgefield, WA 98642  
(360)751-5803

*Currently marketing a 12,000 restaurant property at 304 SE 123<sup>rd</sup> in Vancouver (corner of SE 123<sup>rd</sup> and Mill Plain Blvd).*

Joe Monzingo  
Toppenish, WA  
(360)749-1777

*Recently represented Mr. Monzingo in the sale of his property at 404 W. Main St. in Kelso. My agent, Jennifer Washam, represented the buyer, Mary Lorenzo of Awakenings, Inc.*

Cleek Trust  
Rick Cleek  
(503)572-3010  
and/or  
Larry Klemetsrud  
1129 17<sup>th</sup> Ave.  
Longview, WA  
(360)749-9148

*I recently represented the Cleek Trust in the sale of their building at 1427-29 15<sup>th</sup> Ave. in Longview. I also represented the buyer of the property, Ken Holly of Office Systems (360)578-2100. Additionally, I currently represent the Cleek Trust in the management of their building at 1322-24 Vandercook Way in which ASAP Business Solutions is the tenant and have represented the Cleek Trust since 1996.*

More references are available upon request.

\* \* \* \* \*



Each Office Is Independently Owned And Operated

Our pricing schedule is as follows:

Brokerage fees to market and sell a property:

5% brokerage fee to the City of Kelso -- if a brokerage other than Century 21 R.E. Lund Realty should present an offer that is acceptable to the City of Kelso, the brokerage fee of 5% shall be split evenly between Century 21 R.E. Lund Realty and the selling brokerage.

Brokerage fees to market and Lease a property:

6% fee payable at the time the lease is executed - if a brokerage other than Century 21 R.E. Lund Realty should present an offer that is acceptable to the City of Kelso, the brokerage fee of 6% shall be split evenly between Century 21 R.E. Lund Realty and the brokerage representing the tenant. If Century 21 R.E. Lund Realty shall represent both the City of Kelso and the tenant, the leasing fee shall be reduced to 5%.

Sincerely,



Bob Lund  
Broker and Owner



*Each Office Is Independently Owned And Operated*



Our approach to pricing a property for sale or lease is to first interview the client to determine their needs. Some clients wish to have the property priced for a quick sale or lease, other clients are willing to wait for a period of time to optimize the price. Regardless of the client's desires, to determine the various price points of a specific property, we secure information of properties that have recently sold or leased (preferably in the past 6 – 12 months) that have characteristics that are reasonably similar to the property being evaluated. It is not always possible to identify properties that have similar characteristics and it is not always possible to identify properties that have sold or leased in the past 6 – 12 months. What is important is that we secure a minimum of three properties that have sold or lease and also look at the current market for properties that are currently available to determine what properties we will be competing against. This information is shared with the client to arrive at a price that is mutually agreeable with both the client and ourselves.

\* \* \* \* \*

Our approach to marketing a property for sale or lease is multifaceted but the basic premise is to expose the property to as many eyes as possible. Signage, when possible, is the first priority. We have a few signage possibilities but our main signage option is a 4' x 8' Century 21 Commercial sign indicating the property is "For Sale" or "For Lease" and the agents name and contact information.

All properties are also posted and displayed on our company website, [www.RELundRealty.com](http://www.RELundRealty.com) and on the Century 21 international website [www.Commercial.Century21.com](http://www.Commercial.Century21.com).

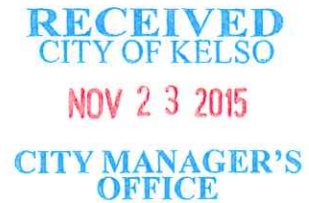
Additionally we maintain memberships in the two major regional multiple listing services, the Northwest Multiple Listing Service (NWMLS) which services the majority of the State of Washington and the Regional Multiple Listing Service (RMLS) whose primary territory is the Portland/Vancouver Metro area and other areas of Northwest Oregon and Southwest Washington. All properties that we represent are displayed on the these services websites that will reach the majority of Realtors in the Pacific Northwest and each maintain a public website whereby the general public will have access to information. Additionally, these MLS services feed listing information constantly to such notable websites as Zillow.com, Trulia.com, Realtor.com and many, many more.

Century 21 R.E. Lund Realty also maintains memberships in Commercial Services such as Loopnet (Loopnet.com), Commercial Brokers Association (CommercialMLS.com) and as mentioned above, we are members of the Century 21 Commercial Investment Network and all properties are displayed on their website ([commercial.century21.com](http://commercial.century21.com)).

\* \* \* \* \*



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November 17, 2015

Dear Mr. Taylor,

I, Matt Peters with Re/Max Premier Group in Longview, WA am interested in obtaining The City of Kelso's contract to represent your Commercial Real Estate needs. I've been a licensed agent for over 10 years. I specialize in selling Commercial Investment Retail Real Estate.

A few retail investment building sales I've sold are Verizon Wireless, 7-Eleven, Taco Bell, Oil Can Henry's and Jiffy Lube. I currently have an O'Reilly Auto parts listed and other retail, office, and other asset groups in differing territories. I work for my clients and service all of their real estate needs. Moreover, I am currently working on a Dollar Tree lease proposal up north in Washington and have executed a lease modification with an O'Reilly Auto Parts. I have contacts within the national retail representatives and am in the process of being a part of a few high end commercial real estate developments (clients purchased to develop on main retail thoroughfare in Canby, OR and am representing a seller currently where we are under LOI with a developer that has proposed two national tenants and in the process of converting to PSA).

I evaluate my pricing like an appraiser on the cost, sales, or income approach. Typically income approach in Commercial Real Estate dictated by a tenant occupying a space paying a market rent based on location, building amenities and other current market factors including demographics and occupancy percentages. Actual market sales are very important showing the market activity and risk threshold within market.

Marketing is the key to creating opportunities to execute a deal. I highly believe in and market through every system. Commercial and Residential vary on systems. For Commercial I use CoStar, Loopnet and CBA. Furthermore, I am a local real estate broker that is required to use NWMLS and additionally use RMLS for extra exposure.

I am very aware of our regional real estate marketplace. The strengths are there is a lot of opportunity within the marketplace. The challenge is, creating market interest through active members looking to expand or explore their horizons within the Commercial Real Estate marketplace.

Re/Max Premier Groups brokerage fee agreement is 6% of the gross selling price split equally between the listing and selling brokerages.

I've attached a list of a few of my commercial real estate clients for whom I have closed a sale, executed a lease or am actively working for, along with a marketing package that I created recently with my previous employer.

Please feel free to contact me with any questions you may have. Thanks for your time and consideration of my proposal.

Sincerely,

Matt Peters

842 Washington Way, Suite 150, Longview, WA 98632 ~ Office: (360) 636-7378 ~ Fax: (360) 636-7530



Each RE/MAX office is independently owned and operated



Matt Peters References:

Sun & Chae Pak - 253.548.5159 email: [sunpak53@gmail.com](mailto:sunpak53@gmail.com)

Lamar Rutherford – 310.710.2258 email: [lamar@fcbb.com](mailto:lamar@fcbb.com)

Tom Scott – 206.408.7217 email: [tomscott@scott-investments.com](mailto:tomscott@scott-investments.com)

Joe Bailey – 818.349.2929

Richard Schoen – 503.771.9623 email: [land\\_r\\_invest@yahoo.com](mailto:land_r_invest@yahoo.com)

# ANDRESEN MARKETPLACE

6709 NE 63RD STREET | VANCOUVER, WA 98661



**Value:** \$2,200,000  
**NOI:** \$157,424  
**Cap Rate:** \$7.16%

### Key Investment Highlights:

- Building constructed in 1999.
- Shadow anchored by Safeway.
- Below market rents.
- Strong Demographics and traffic counts.
- Ample parking. Over 5 to 1 per SqFt.
- Drive thru accessibility.

### FOR MORE DETAILS CONTACT:

**Matt Peters** | [MattP@CBCWorldwideNW.com](mailto:MattP@CBCWorldwideNW.com)  
Investment Specialist

**Direct** 360.823.5117  
**Cell** 360.751.2214

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300 W 15th Street, Suite 201 | Vancouver, WA 98660

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# ANDRESEN MARKETPLACE

6709 NE 63RD STREET | VANCOUVER, WA 98661



JENKINS & ASSOCIATES

Location:	6709 NE 63 <sup>rd</sup> Street Vancouver, WA 98661
Tenants:	Phones Plus Mattress Pro Brewed Awakenings Landlord Vacant Space Credit
Year Built:	1999
Building Size:	9,810 Square Feet
Land Area:	54,450
Parking Spaces:	5.2 per 1,000 Square Feet (51 Total Spaces)
Lease Type:	Triple Net "NNN"
Tenant Responsibilities:	CAM, Taxes, Insurance
Landlord Responsibilities:	Building Structural Components
Cap Rate:	7.16%
NOI:	\$157,424
Price:	\$2,200,000
Price per Building Square Feet:	\$224
Price per Parcel Square Feet:	\$40
Average Rent per Square Footage:	\$16.8
Leasehold Policy Held:	Fee Simple
Assessor's Parcel Number:	156893000
Zoning:	C-3

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# ANDRESEN MARKETPLACE

6709 NE 63RD STREET | VANCOUVER, WA 98661



JENKINS & ASSOCIATES

## Operating Statement

Income:	Current	Pro Forma*
Gross Rental Income	\$141,732	\$175,991
One Year Vacant Space Landlord Credit (\$17 Per SF)	\$26,163	
<b>Total Income:</b>	<b>\$167,895</b>	<b>\$175,991</b>
Vacancy (5% of GRI)	(\$7,086)	(\$8,800)
Reserves (\$0.10 Per Building Square Feet)	(\$981)	(\$981)
<b>Effective Gross Income:</b>	<b><u>\$159,798</u></b>	<b><u>\$166,210</u></b>
<b>Operating Expenses:</b>		
Taxes	(\$14,393)	
Insurance	(\$2,275)	
<b>Common Area Maintenance:</b>		
CAMS Shopping Center	(\$8,600)	
Parking Lot & Canopy Lighting	(\$960)	
Fire System	(\$2,300)	
Utilities	(\$3,600)	
Garbage/Recycling	(\$3,900)	
**Property Management (4% of GRI)	(\$5,669)	(\$7,040)
<b>Total Operating Expenses:</b>	<b>(\$41,697)</b>	<b>(\$43,068)</b>
<b>***Tenant Reimbursements:</b>	<b>\$39,323</b>	<b>\$39,323</b>
<b>Net Operating Income:</b>	<b>\$157,424</b>	<b>\$162,465</b>
<b>Cap Rate:</b>	<b>7.16%</b>	<b>7.38%</b>
<b>Value:</b>	<b>\$2,200,000</b>	<b>\$2,200,000</b>

\*Pro Forma Rent Based on 5 Mile Radius Rental Survey of Retail Buildings Built Between 1995 to 2005 (Avg. Rent \$17.94)

\*\*Property Management Fee NOT Included in Tenant Reimbursements

\*\*\*Tenants Pay Admin Total Fee of \$3,295 Included in Tenant Reimbursements

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# ANDRESEN MARKETPLACE

6709 NE 63RD STREET | VANCOUVER, WA 98661



## Tenant Information



**Brewed Awakenings:** House-roasted coffee, hand-dipped milkshakes & pastries in a roomy space with couches & fireplace. Brewed Awakenings has five (5) locations throughout the Portland/Vancouver area. They are in the process of opening their sixth (6th) location in Sun River, OR currently. This 63rd location is the only site that has a premium commercial roaster installed in their space. They have operated successfully for over 24 years and will continue to be known for great coffee, atmosphere, and service.



**Mattress Pro:** Known for the largest selection of Two-Sided Mattresses at the best prices in the Vancouver/Portland area. This business operates onsite and online and specializes in the Two-Sided niche market where they obtain clients from hundreds of miles away seeking their product. Their prices can't be beat because of their long term history within the wholesale market of the mattress industry.



**Cases 4 Phones:** They specialize in having the perfect case. Their selection is unbeatable whether you're looking for silicone, plastic, gel-skin or top of the line luxury leather they have it all. Moreover, they buy, sell, and trade phones along with sell accessory products from chargers, Bluetooth or wired headsets, screen protectors, stylus, car mounts, portable speakers, data USB cables, memory cards and more. They have two (2) locations in Vancouver, WA. They have an online business presence as well.

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6709 NE 63RD STREET | VANCOUVER, WA 98661



JENKINS & ASSOCIATES

## Rent Roll

Customer	Total SF of Building			Lease		Escalation Dates		\$ Per SF	Annually \$\$ Per SF		
	Unit /Leased SF	Lease % of Property	Move In Date	Start Date	End Date	Start Date	End Date				
	9,810.00										
Unit 0103 Phones Plus	1153	11.75%	12/01/2010	12/01/2010	11/30/2015						
One (1), Five (5) Year Option at Fair Market Value Personally Guaranteed Lease						Current Rent	2,022.00	12/1/2013	11/30/2014	\$1.75	\$21.04
						Current CAM	189.56			\$0.16	\$1.97
						Current Insurance	22.27			\$0.02	\$0.23
						Current Tax	140.93			\$0.12	\$1.47
						Step Up Rent (3%)	2,083.00	12/1/2014	11/30/2015	\$1.81	\$21.68
Unit 0101 Mattress Pro	3938	40.14%	1/1/2013	01/01/2013	04/30/2018						
One (1), Five (5) Year Option at Fair Market Value Personally Guaranteed Lease						Current Rent	5,070.00	12/1/2013	12/31/2014	\$1.29	\$15.45
						Current CAM	647.59			\$0.16	\$1.97
						Current Insurance	76.09			\$0.02	\$0.23
						Current Tax	481.44			\$0.12	\$1.47
						Step Up Rent (3%)	5,223.00	1/1/2015	12/31/2015	\$1.33	\$15.92
						Step Up Rent (3%)	5,380.00	1/1/2016	12/31/2016	\$1.37	\$16.39
						Step Up Rent (3%)	5,541.00	1/1/2017	4/30/2018	\$1.41	\$16.88
Unit 0102 Brewed Awakenings	3180	32.42%	9/1/2012	09/01/2012	08/31/2017						
Two (2), Five (5) Year Options at Fair Market Value Personally Guaranteed Lease						Current Rent	4,372.50	9/1/2013	8/31/2014	\$1.38	\$16.50
						Current CAM	523.04			\$0.16	\$1.97
						Current Insurance	61.46			\$0.02	\$0.23
						Current Tax	388.85			\$0.12	\$1.47
						Step Up Rent (3%)	4,505.00	9/1/2014	8/31/2015	\$1.42	\$17
						Step Up Rent (3%)	4,637.50	9/1/2015	8/31/2016	\$1.46	\$17.50
						Step Up Rent (3%)	4,770.00	9/1/2016	8/31/2017	\$1.50	\$18.00
Unit 0104 Vacancy Credit	1539	15.69%									
						Current Rent	2,180.25			\$1.42	\$17.00
						Current CAM	253.13			\$0.16	\$1.97
						Current Insurance	29.74			\$0.02	\$0.23
						Current Tax	188.18			\$0.12	\$1.47

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# ANDRESEN MARKETPLACE

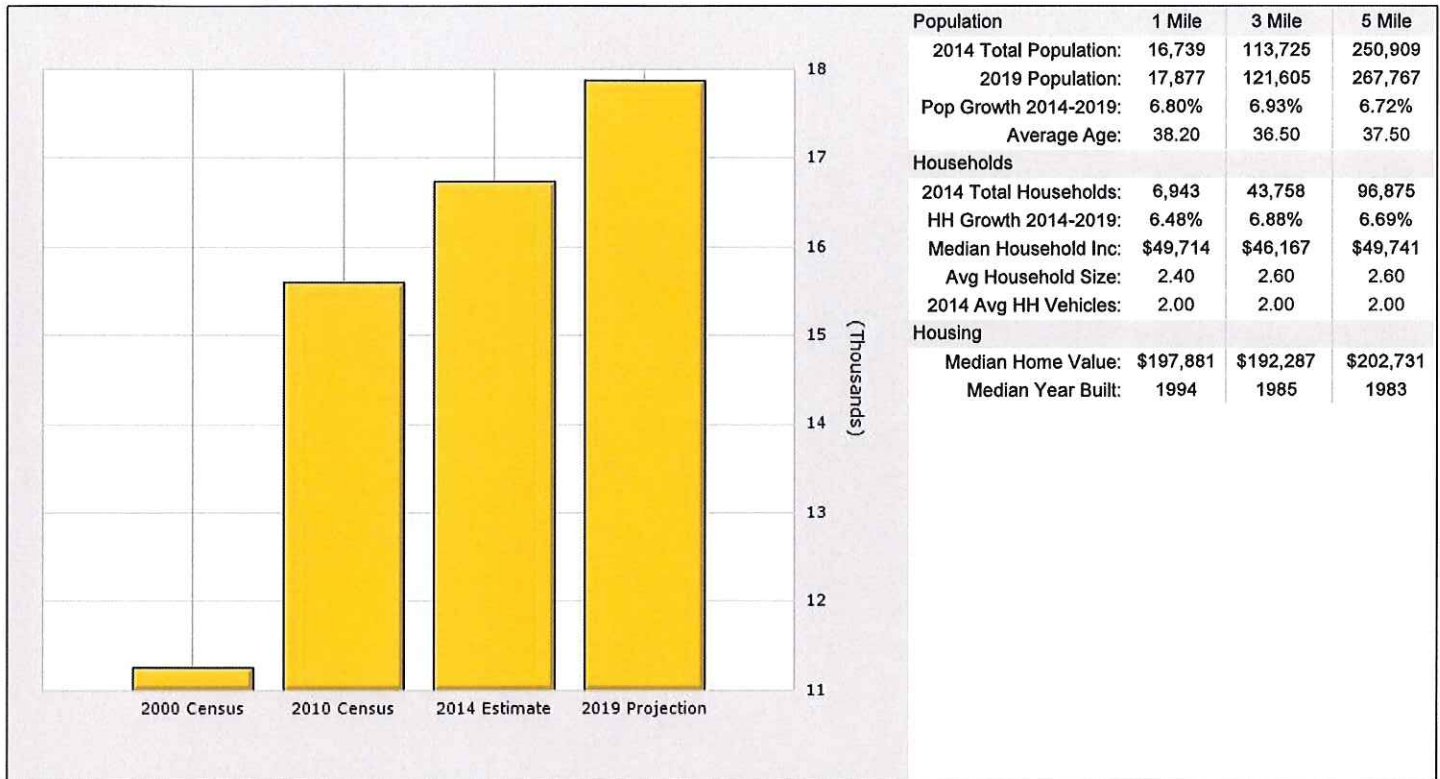
6709 NE 63RD STREET | VANCOUVER, WA 98661



JENKINS & ASSOCIATES

## Population for 1 Mile Radius

6709 NE 63rd St, Vancouver, WA 98661



	1 Mile	3 Mile	5 Mile
<b>Population</b>			
2014 Total Population:	16,739	113,725	250,909
2019 Population:	17,877	121,605	267,767
Pop Growth 2014-2019:	6.80%	6.93%	6.72%
Average Age:	38.20	36.50	37.50
<b>Households</b>			
2014 Total Households:	6,943	43,758	96,875
HH Growth 2014-2019:	6.48%	6.88%	6.69%
Median Household Inc:	\$49,714	\$46,167	\$49,741
Avg Household Size:	2.40	2.60	2.60
2014 Avg HH Vehicles:	2.00	2.00	2.00
<b>Housing</b>			
Median Home Value:	\$197,881	\$192,287	\$202,731
Median Year Built:	1994	1985	1983

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5/7/2014

**Traffic Counts of 21,983 vehicles per day on Andresen, 10,330 on 66th, and 16,742 on 63rd (2012 MPSI).**

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JENKINS & ASSOCIATES



Vancouver, the oldest city in Washington, is located in Clark County with an approximate population of 430,000 people of which 154,800 are in the City. Clark County is the 3rd fastest growing county in the state of Washington growing over 17% from 2000-2005. The major employers are Southwest Washington Medical Center, Evergreen School District, Vancouver School District & Hewlett-Packard.

Being situated on the north bank of the Columbia River across from the Portland, approximately 60,000 (33%) Clark County workers commute to jobs in the Oregon portion of this Metropolitan area. 79% of those commuters would take a similar job in Clark County even if the pay was lower to avoid the commute and the 9% income tax that Oregon imposes on them. Thus, even at low levels of unemployment there is an available labor pool of 216,350 employees in Clark County.

Clark County has strong industry clusters in semiconductors, high technology and professional services, and controls over half the "shovel ready" industrial land within the Portland Market. There are a number of business and industrial parks situated throughout the county, with concentrations in East Clark County and along the I-5/I-205, Fourth Plain, and Mill Plain Corridors.



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# ROUND TABLE PIZZA FOR SALE

5016 NE THURSTON WAY | VANCOUVER, WA 98662



<b>Price:</b>	\$1,625,000
<b>Cap Rate:</b>	6.8%
<b>NOI:</b>	\$110,400

## FOR MORE DETAILS CONTACT:

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## ROUND TABLE PIZZA FOR SALE

5016 NE THURSTON WAY | VANCOUVER, WA 98662



<b>Assessor's Parcel Number:</b>	108080000
<b>Zoning:</b>	Commercial, Restaurant/Café
<b>Thurston Way Road Frontage:</b>	245'
<b>Price:</b>	\$1,625,000
<b>Cap Rate:</b>	6.8%
<b>NOI:</b>	\$110,400
<b>Building Square Footage:</b>	4,687
<b>Rent Per Square Footage:</b>	\$23.55
<b>Price Per Building Square Feet:</b>	\$347
<b>Parcel Square Footage:</b>	37,897
<b>Price Per Parcel Square Feet:</b>	\$43
<b>Year Built:</b>	1979 - Renovated 2008
<b>Leasehold Policy Held:</b>	Fee Simple
<b>Lease Type:</b>	Absolute Net
<b>Rent Commencement:</b>	February 26, 2007
<b>Lease Expiration Date:</b>	February 28, 2017
<b>Tenant Options:</b>	Two (2), Five (5) Year Option Remains
<b>Parking Spaces:</b>	57 Parking Spaces
<b>Restaurant Max Occupancy:</b>	206
<b>Investment Highlights:</b>	Hard Signalized Corner Immediately Adjacent to 900,000 Sq/Ft Regional Mall

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## ROUND TABLE PIZZA FOR SALE

5016 NE THURSTON WAY | VANCOUVER, WA 98662



Round Table Pizza was founded in 1959 in Menlo Park California. They are located in Alaska, Arizona, California, Hawaii, Nevada, Oregon, and Washington along with seven branches in Dubai and expanding to additional locations in Asia, including Mongolia and Vietnam.

On February 9, 2011, the company filed a petition for protection under Chapter 11 with U.S. Bankruptcy Court in Oakland. This action did not impact Round Table's 148 Franchisees that operate 355 independently owned Round Table Pizza restaurants on the West Coast. Round Table Pizza, Inc. closed some unprofitable, company-owned restaurants but stressed that most of its company-owned locations and all of its franchised location will remain open, with minimal impact on consumers.

In December 2011, Round Table emerged from Bankruptcy Court The Consensual Plan of Reorganization provides for 100 percent repayment of obligations to its secured and unsecured creditors and for its employee owners to retain 100 percent ownership of the company. The company is 100 percent employee owned, with ownership spread among 2,500 current and former employees. According to the company's bankruptcy attorney, Scott McNutt, "It is unusual, maybe unique, for a company to emerge from Chapter 11 in ten months, pay all creditors 100 percent, and preserve equity. The company's successful reorganization is a testament to the strength of the Round Table Pizza brand and to managements restructuring efforts and relentless focus on retaining ownership for its employee owners.

### FOR MORE DETAILS CONTACT:

**Matt Peters** | [MattP@CBCWorldwideNW.com](mailto:MattP@CBCWorldwideNW.com)  
Investment Specialist

**Phone** 360.823.5117

**Fax** 360.823.1117

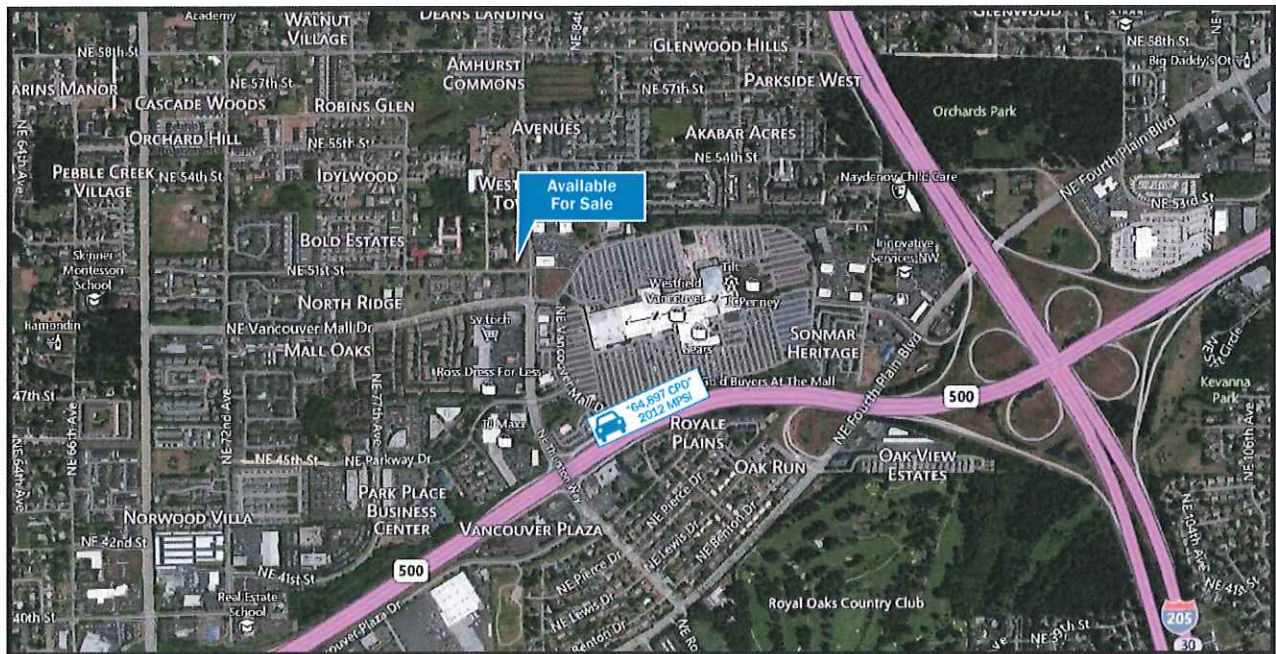
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300 W 15th Street, Suite 201 | Vancouver, WA 98660

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# ROUND TABLE PIZZA FOR SALE

5016 NE THURSTON WAY | VANCOUVER, WA 98662



## FOR MORE DETAILS CONTACT:

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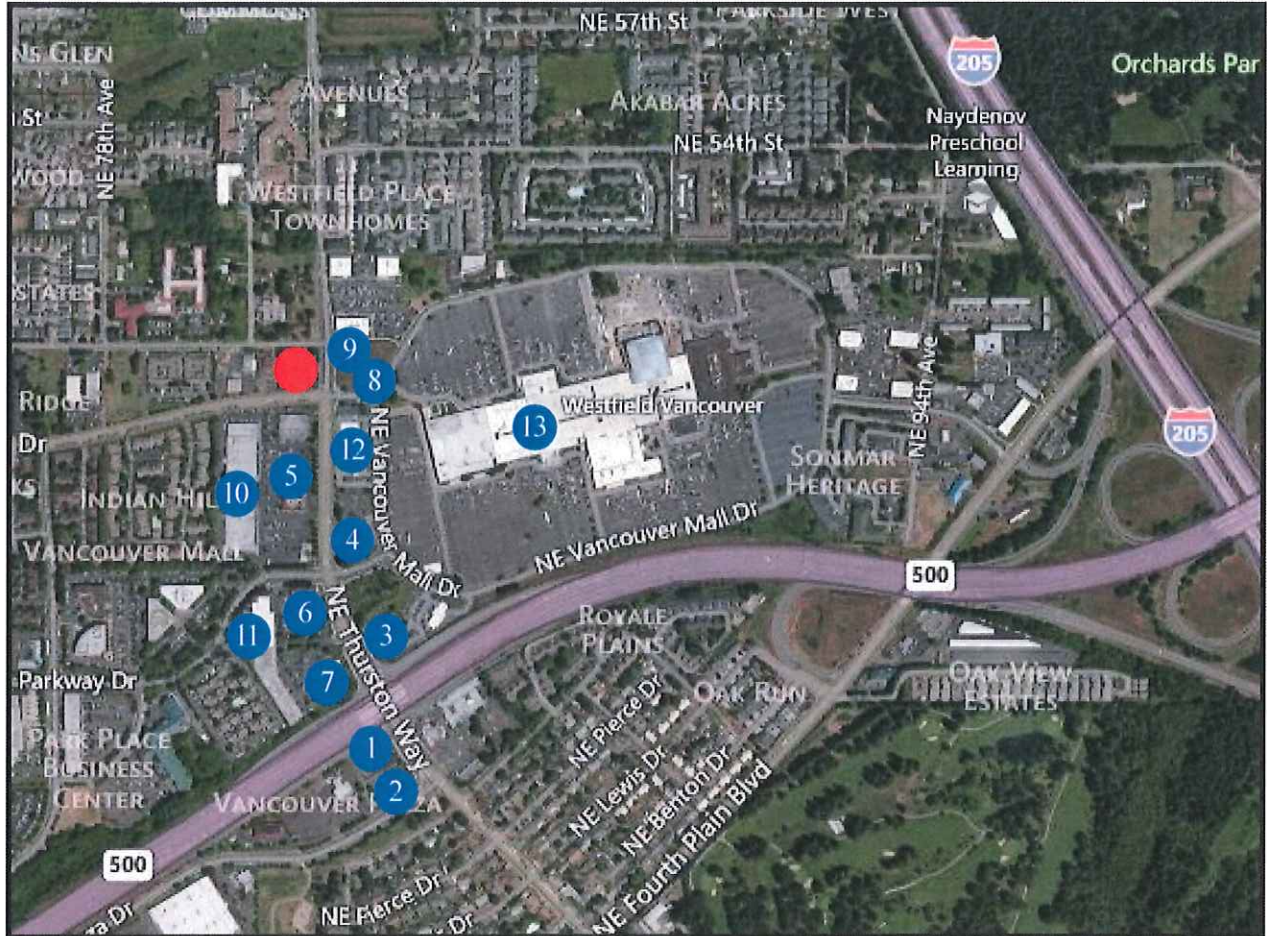
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# ROUND TABLE PIZZA FOR SALE

5016 NE THURSTON WAY | VANCOUVER, WA 98662



- 1) Taco Bell
- 2) Burgerville
- 3) Red Robin
- 4) Red Lobster
- 5) Shari's
- 6) Olive Garden
- 7) Starbucks
- 8) Popeye's
- 9) 7-Eleven
- 10) Ross

- 11) TJ-Maxx
- Aspen Dental
- Play it Again Sports
- Sleep Country
- Super Cuts
- 12) Chase
- Subway
- Wells Fargo

- 13) Macys
- Nordstrom
- Cinetopia
- JCPenny
- Sears
- Old Navy

## FOR MORE DETAILS CONTACT:

**Matt Peters** | [MattP@CBCWorldwideNW.com](mailto:MattP@CBCWorldwideNW.com)  
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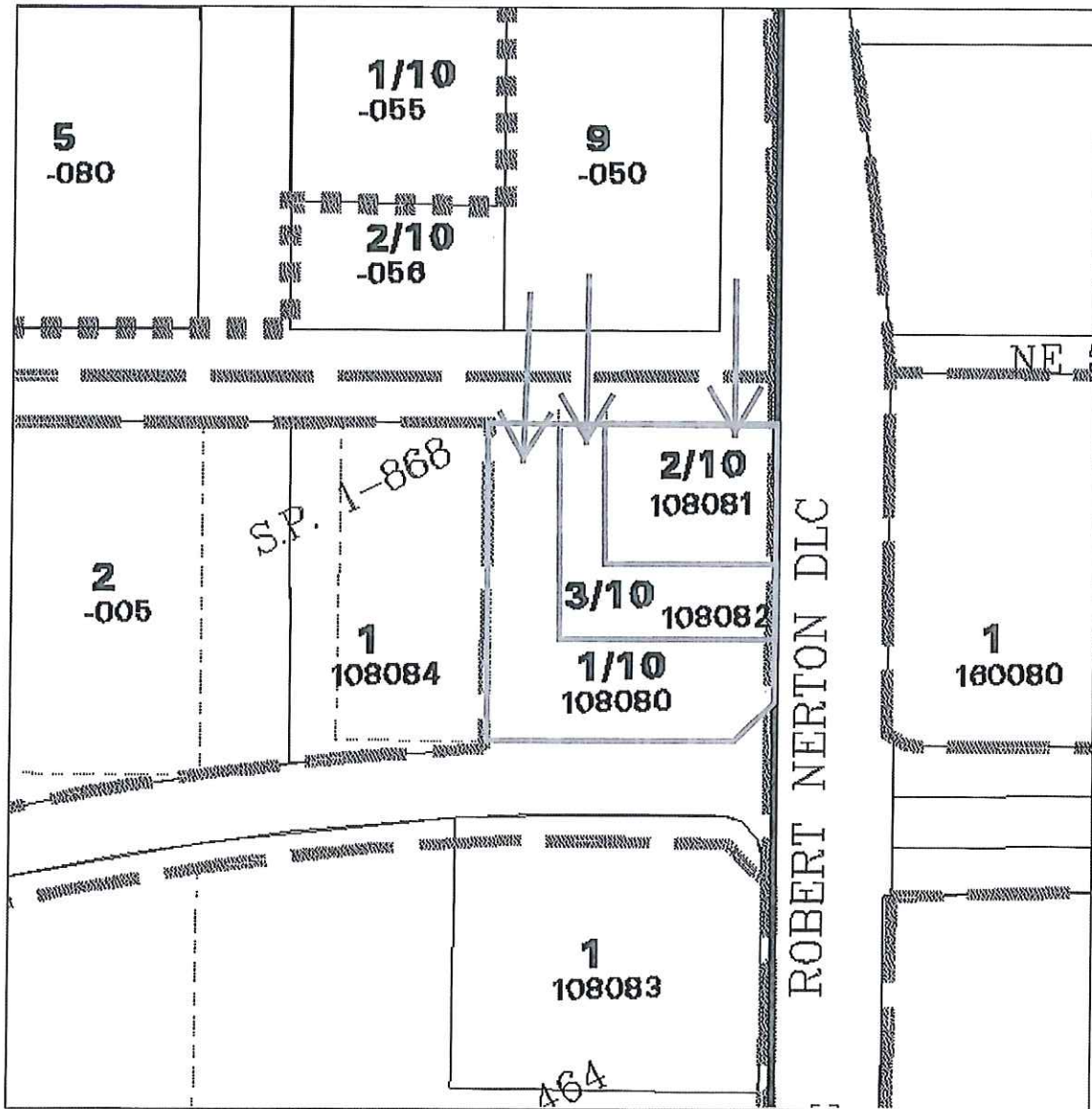
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# ROUND TABLE PIZZA FOR SALE

5016 NE THURSTON WAY | VANCOUVER, WA 98662



Parcel Number : 108080 000



*This sketch is furnished as a courtesy only and is solely for the purpose of assisting in locating the premises. Stewart Title Company expressly disclaims any liability which may result from reliance made upon it.*

## FOR MORE DETAILS CONTACT:

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Investment Specialist

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# ROUND TABLE PIZZA FOR SALE

5016 NE THURSTON WAY | VANCOUVER, WA 98662



## Estimate 2014

	1 Mile Radius	3 Mile Radius	5 Mile Radius
<b>Summary</b>			
Population	14,599	118,658	260,610
Households	6,379	45,548	100,179
Owner Occupied Housing Units	2,625	24,725	57,365
Renter Occupied Housing Units	3,754	20,823	42,815
Projected Pop Growth 2014-2019	5.6%	6.7%	6.5%
Median Age	38	36	37
<b>Households By Income</b>			
Median Household Income	\$55,325	\$57,316	\$63,620
Average Household Income	\$46,297	\$46,655	\$49,483
<b>Housing</b>			
Median Home Value	\$187,645	\$185,728	\$202,876
Median Year Built	1994	1984	1984
<b>Daytime Employment</b>			
Total # Employees	11,603	49,778	104,540
<b>Consumer Spending (\$)</b>			
Food Away From Home	15,297	114,918	266,913

### FOR MORE DETAILS CONTACT:

**Matt Peters** | [MattP@CBCWorldwideNW.com](mailto:MattP@CBCWorldwideNW.com)  
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5016 NE THURSTON WAY | VANCOUVER, WA 98662



Vancouver, the oldest city in Washington, is located in Clark County with an approximate population of 430,000 people of which 154,800 are in the City. Clark County is the 3rd fastest growing county in the state of Washington growing over 17% from 2000-2005. The major employers are Southwest Washington Medical Center, Evergreen School District, Vancouver School District & Hewlett-Packard.

Being situated on the north bank of the Columbia River across from the Portland, approximately 60,000 (33%) Clark County workers commute to jobs in the Oregon portion of this Metropolitan area. 79% of those commuters would take a similar job in Clark County even if the pay was lower to avoid the commute and the 9% income tax that Oregon imposes on them. Thus, even at low levels of unemployment there is an available labor pool of 216,350 employees in Clark County.

Clark County has strong industry clusters in semiconductors, high technology and professional services, and controls over half the "shovel ready" industrial land within the Portland Market. There are a number of business and industrial parks situated throughout the county, with concentrations in East Clark County and along the I-5/I-205, Fourth Plain, and Mill Plain Corridors.



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Request for Proposal for Commercial Real Estate Services  
for The City of Kelso On behalf of :

RECEIVED  
CITY OF KELSO

NOV 18 2015

CITY MANAGER'S  
OFFICE



Woodford Commercial Real Estate

208 Vine Street- Kelso, WA 98626

Phone: (360) 501-5500 Fax: (360) 501-6051

Email: [info@woodfordcre.com](mailto:info@woodfordcre.com)

Website: [www.woodfordcre.com](http://www.woodfordcre.com)

## Executive Summary

In January of 2007 Todd Wade started Woodford Commercial Real Estate, as he felt a desire to improve the standard model for commercial real estate brokerages in the area. In 2009 Chris Roewe was brought on as a Partner and Broker. Woodford is perfectly positioned to service the needs of commercial real estate buyers, sellers, developers, tenants, and landlords. We specialize in consulting, sales, leasing, and development.

## Contact Information

Todd Wade Real Estate Inc. DBA: Woodford Commercial Real Estate

Address: 208 Vine Street- Kelso, WA 98626

Phone: 360-501-5500

Fax: 360-501-6051

Email: [info@woodfordcre.com](mailto:info@woodfordcre.com)

Website: [www.woodfordcre.com](http://www.woodfordcre.com)

### Contact Brokers

1. Todd Wade- Partner, Broker  
Phone: 360-501-5500 or 360-601-9700  
Email: [todd@woodfordcre.com](mailto:todd@woodfordcre.com)
2. Chris Roewe- Partner, Broker  
Phone: 360-501-5500 or 360-556-5101  
Email: [chrisroewe@hotmail.com](mailto:chrisroewe@hotmail.com)

### Years in Business

8 years

## Description of Firm

Woodford C.R.E. is mainly a commercial real estate firm. The staff includes one full time Designated Broker and one full time Managing Broker and one Licensed Assistant/ Broker. The office Washington real estate license number is 9954.

### 1. Todd Wade, Designated Broker/ Partner

WA Real Estate License Number: 50148

Todd graduated from the University of North Texas (Cum Laude) with a Bachelors Degree in Business Administration; with a major in Real Estate. He was awarded the Real Estate Student of the Year award as well as being an Appraisal Institute Scholarship winner.

Todd joined Windermere Commercial Real Estate in 2002 and soon was the driving force behind their Commercial Department.

In January 2007, Todd started Woodford C.R.E. as he felt a desire to improve on the standard model for commercial real estate brokerages.

Todd has been involved in a variety of high profile commercial transactions in Cowlitz and Clark Counties. He is well known and respected throughout the commercial brokerage field.

Todd is the past President of MART (Meaningful Arrangement of Real Estate Transactions) as well as a member of ICSC (International Council Shopping Centers.)

Todd has been buying, selling, and developing commercial real estate since 1998 and he brings the highest level of experience and expertise to Woodford C.R.E.

2. Chris Roewe, Managing Broker/ Partner  
WA Real Estate License Number: 23495

Chris graduated from Western Washington University with a Bachelors Degree in Business Administration; majoring in Finance.

Chris became a partner at Woodford C.R.E. in January of 2009. Prior to this Chris was practicing Real Estate in SW Washington for three years and bank management for two years.

Chris enjoys being active in his local community including Kelso Rotary, Kelso Eagles, and LeTip of Longview.

Chris regularly attends meetings in Portland attending CCIM (Certified Commercial Investment Member,) and also belongs to MART (Meaningful Arrangement of Real Estate Transactions,) in which Chris has won Transaction of the Year three times. He is also a member of ISCS (International Council for Shopping Centers)

Chris has broad experience in all fields of Real Estate, including Multi-Family (both large and small,) Commercial Investments, Leasing, Sales, Creative Transactions, Alternate Financing Methods, and really enjoys number crunching.

Chris has owned most every type of property out there and has hands on knowledge of what it takes to make projects successful.

3. Breanna Lee, Licensed Assistant/ Broker  
WA Real Estate License Number: 100818

Breanna has been in Residential Real Estate for seven years. She was with John L. Scott- Longview as an assistant to Dean Gehrman for two years and a Broker for three years.



Breanna moved to Woodford C.R.E. in August of 2014. She became Licensed Assistant to Chris Roewe and Todd Wade where she is also training in Commercial Real Estate.

#### Examples of Work/ Similar Size Entities

Woodford C.R.E. marketed and sold/leased the following properties in the kelso area. Sold/Lease 300 Oak St to Cost Less Auto Parts and Family Health Center. Leased and sold 207 Oak St to a local investor and small business. Sold 104 NW 3<sup>rd</sup> Ave and assisted in the leasing process of it. Sold 400 W Main to Minute Man Press to relocated their business to. Sold 108 West Main St to S&S Liquidators to move their business to. Plus we have multiple for lease and sale properties available currently.

#### References

1. Chris Pegg- Longview Housing Authority  
820 11<sup>th</sup> Avenue-Longview WA 98632  
Phone: (360) 423-0140 Ext. 35
2. Ann Mottet- Child Support Services Division  
1338 Commerce Avenue, Suite 305- Longview WA 98632  
Phone: (360) 577-3074
3. Don Lemmons-Multiple property owner in Kelso  
Phone: (360) 430-5378
4. Matt Hansen- Purchasing Manager Cowlitz County  
207 Fourth Ave North, Kelso WA 98626  
360-577-3065 option 9, extension 2791

#### Additional Services Offered

Woodford C.R.E. offers additional services such as consulting, sales, leasing, and development.

### Current Litigations, Outstanding Judgements, and Liens

Woodford C.R.E. has none.

### Process and Methods to Minimize Costs

All services are provided for fixed fees up front.

### Additional Information

Woodford C.R.E. is the only Kelso based Commercial Firm and most active Commercial Firm in Cowlitz County. We are industrious in sales, leasing, and development in our local area. Anyone can drive around town and look at our majority share of the commercial market. We look forward to using our experience and expertise to represent The City of Kelso in all commercial real estate transactions.

All properties are different and marketing needs to be planned around the strengths of each property. If we are awarded the contract we would work diligently with the city to maximize the value out of each property. We have previewed the list of properties provided and believe that we move them in a timely manner. Woodford CRE has many years of knowledge & negotiations to understand the proper pricing of commercial properties, how one block can make a significant price difference. Research, market trends & recent dealing within the area keep us on the breaking edge of the local commercial market.

## Fee Schedule

1. 5% on all Lease transactions.
2. 5% on all Listing and Sales transactions.
3. Consulting is \$150 per hour for Principle Brokers and \$75 per hour for Licensed Assistants.
4. For representing City of Kelso in all purchase transactions, we expect all commission to be paid for by the seller of the property, if not or one cannot be negotiated then the fee would be 2.5% of the sales price.

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** Ordinance to amend KMC  
18.12 Floodplain Management

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

Dept. of Origin: \_\_\_\_\_ Engineering \_\_\_\_\_

For Agenda of: \_\_\_\_\_ January 5, 2016 \_\_\_\_\_

**PRESENTED BY:**

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

Cost of Item: None \_\_\_\_\_

City Manager: Steve Taylor \_\_\_\_\_

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**AGENDA ITEM ATTACHMENTS:**

Proposed Ordinance with redline/strikeout of KMC 18.12.070

**SUMMARY STATEMENT:**

This is a minor housekeeping amendment for the City Code that if not completed could have significant consequences.

The Federal Emergency Management Agency (FEMA) requires that the title of the Flood Insurance Study and associated Flood Insurance Rate Maps (FIRM) that will become effective on December 16, 2015 be explicitly referenced in the City's code. A different title of this document is currently in the code. Updating the document title will meet the necessary requirements of the National Flood Insurance Program (NFIP).

If not adopted, FEMA can/will suspend the City from the NFIP for failure to adopt the new Flood Insurance Study and FIRM by their effective date, December 16, 2016. If a suspension does occur, flood insurance policies will become temporarily non-renewable until the new provision gets included.

**FINANCIAL SUMMARY:**

No financial impacts to the City budget

**RECOMMENDED ACTION:**

Staff recommends adoption of the Ordinance upon 2<sup>nd</sup> reading to update the KMC 18.12 Floodplain Management chapter.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF KELSO AMENDING SECTION 18.12.070 OF THE KELSO MUNICIPAL CODE RELATING TO FLOODPLAIN MANAGEMENT.

WHEREAS, the City is required to make the following changes to its code in order to be in compliance with FEMA regulations;

**SECTION 1.** KMC Section 18.12.070 Amended. Kelso Municipal Code Section 18.12.070 is hereby amended as follows:

**18.12.070 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Insurance Administration and recognized by the State Department of Ecology (DOE) in a scientific and engineering report entitled "Flood Insurance Study (FIS) for Cowlitz County, Washington and Incorporated Areas," dated December 16, 2015, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The flood insurance study and the FIRM are on file at Kelso City Hall, 203 S. Pacific Avenue, Kelso, Washington, 98626. The best available information for flood hazard area identification as outlined in Section 18.12.150 of this chapter shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 18.12.150 of this chapter.

**SECTION 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication of summary as required by law.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

ORDINANCE NO. \_\_\_\_\_

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WHEREAS, the City is required to make the following changes to its code in order to be in compliance with FEMA regulations;

**SECTION 1.** KMC Section 18.12.070 Amended. Kelso Municipal Code Section 18.12.070 is hereby amended as follows:

**18.12.070 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Insurance Administration and recognized by the State Department of Ecology (DOE) in a scientific and engineering report entitled "Flood Insurance Study (FIS) for Cowlitz County, Washington and Incorporated Areas," dated December 16, 2015, "Flood Insurance Study for the City of Kelso, Washington," dated ~~December 20, 2001~~, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The flood insurance study and the FIRM are on file at Kelso City Hall, 203 S. Pacific Avenue, Kelso, Washington, 98626. The best available information for flood hazard area identification as outlined in Section 18.12.150 of this chapter shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 18.12.150 of this chapter.

**SECTION 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication of summary as required by law.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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: RESOLUTION  
AMENDING THE PERSONNEL POLICY  
HANDBOOK AND NON-REPRESENTED  
EMPLOYEE SALARY MATRIX**

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

**Dept. of Origin: City Manager's Office**

**For Agenda of: January 5, 2016**

**Originator: Steve Taylor**

**PRESENTED BY:**  
Steve Taylor

**City Attorney: Janean Parker**

**City Manager: Steve Taylor**

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### **Agenda Item Attachments:**

Employee Handbook Resolution  
2016 Revised Non-Represented Employee Salary Matrix and Classifications  
Current adopted 2016 Non-Represented Employee Salary Matrix  
Proposed Article 6.13 Substance Abuse Policy (Employee Handbook)  
Current Article 6.13 Substance Abuse Policy (Employee Handbook)  
Proposed Job Descriptions for New or Re-classified positions

### **SUMMARY STATEMENT:**

Staff is proposing amendments to the 2016 Non-represented Employee Classification table *Article 6.13 Substance Abuse Policy* of the Personnel Policy Handbook.

The classification table included as Appendix D to the Personnel Policy Handbook incorporates a new M-14 Airport Operations Manager position (\$65,372 - \$79,535) which will allow the City to implement the airport management services agreement which is under consideration at the January 5<sup>th</sup>, 2016 regular council meeting. All salary and benefit costs associated with the position will be reimbursed by the Airport Authority. If approved, the City will post the job during the first week in January.

Additionally, staff is proposing to adjust the M-3 Project Coordinator position to an M-4 classification. The job description has been enhanced to account for more complex responsibilities that will be assigned when the position is filled. The top range of the classification is 5% higher than the M-3 (\$48,827 compared to \$46,502) for potential increased cost to the City of \$2,325. Job descriptions for both positions are included for your review in this packet.

Separately, staff has brought forward an amended employee substance abuse policy reviewed and revised by WCIA insurance pool attorneys. The policy is incorporated in Article 6.13 of the Personnel

Policy Handbook. The most substantive area of revision pertains to the use of marijuana by City employees. The policy prohibits recreational and medical use of marijuana in order for the City to maintain a Drug-Free Workplace that corresponds with federal guidelines and won't place the City in jeopardy of maintaining eligibility for federal grants.

**OPTIONS**

- 1) Move to approve the Resolution amending the Personnel Policy Handbook and Salary Classification Matrix;
- 2) Provide direction to amend the Resolution and the components within;
- 3) Do not approve the Resolution.

**RECOMMENDED ACTION:**

Staff recommends the City Council adopt the attached resolution amending the Personnel Policy and Salary Classification Matrix.



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO  
AMENDING RESOLUTION NO. 15-1145 AND ADOPTING CHANGES TO THE  
SALARY CLASSIFICATION SYSTEM FOR NON-REPRESENTED EMPLOYEES,  
AMENDING THE PERSONNEL POLICY HANDBOOK APPLYING TO THE  
EMPLOYEES OF THE CITY AS INDICATED THEREIN.**

**WHEREAS**, the City Council has adopted a Personnel Policy Handbook and has found it necessary to make periodic amendments to reflect changes in law and best practices and to enhance the effectiveness of the provision of public services; and

**WHEREAS**, the City Council desires to revise the salary classification system for non-represented employees;

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

**SECTION 1.** That Appendix “D” of the Personnel Policy Handbook is amended in its entirety by an amended 2016 Non-Represented Employee Salary Matrix and Classifications attached hereto as “Exhibit A”.

**SECTION 2.** That **Article 6.13 Substance Abuse Policy** of the Personnel Policy Handbook attached hereto as “Exhibit B” replaces and amends the current language contained within the same article of the Personnel Policy Handbook.

**SECTION 3.** This Resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council and SIGNED by the Mayor this \_\_\_\_\_ day of

\_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest/Authentication:

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

Approved as to form:

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

**Non-Represented Employee Classifications (Proposed 1/5/2016 amendment)**  
2016

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Annual Lo	Annual Hi
Unclassified	City Manager	N/A							
M20	Police Chief	\$ 7,300	\$ 7,592	\$ 7,896	\$ 8,212	\$ 8,540	\$ 8,882	\$ 87,604	\$ 106,584
M19	Director of Public Works	\$ 6,953	\$ 7,231	\$ 7,520	\$ 7,821	\$ 8,134	\$ 8,459	\$ 83,433	\$ 101,509
M19	Finance Dir - City Clerk	\$ 6,953	\$ 7,231	\$ 7,520	\$ 7,821	\$ 8,134	\$ 8,459	\$ 83,433	\$ 101,509
M19	Comm Dev Dir - City Engineer	\$ 6,953	\$ 7,231	\$ 7,520	\$ 7,821	\$ 8,134	\$ 8,459	\$ 83,433	\$ 101,509
M18	Police Captain	\$ 6,622	\$ 6,887	\$ 7,162	\$ 7,448	\$ 7,746	\$ 8,056	\$ 79,460	\$ 96,675
M16	Public Works Superintendent	\$ 6,006	\$ 6,246	\$ 6,496	\$ 6,756	\$ 7,026	\$ 7,307	\$ 72,072	\$ 87,687
M16	Senior Engineer	\$ 6,006	\$ 6,246	\$ 6,496	\$ 6,756	\$ 7,026	\$ 7,307	\$ 72,072	\$ 87,687
M14	Civil Engineer	\$ 5,448	\$ 5,666	\$ 5,892	\$ 6,128	\$ 6,373	\$ 6,628	\$ 65,372	\$ 79,535
M14	Airport Operations Manager	\$ 5,448	\$ 5,666	\$ 5,892	\$ 6,128	\$ 6,373	\$ 6,628	\$ 65,372	\$ 79,535
M13	Planning Manager	\$ 5,188	\$ 5,396	\$ 5,612	\$ 5,836	\$ 6,069	\$ 6,312	\$ 62,259	\$ 75,747
M12	Utility Operations Manager	\$ 4,941	\$ 5,139	\$ 5,344	\$ 5,558	\$ 5,780	\$ 6,012	\$ 59,294	\$ 72,140
M10	Library Manager	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M10	Assistant Finance Director	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M10	Administrative Programs Manager	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M10	Associate Planner	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M9	Building Official*	\$ 4,268	\$ 4,439	\$ 4,617	\$ 4,801	\$ 4,993	\$ 5,193	\$ 51,220	\$ 62,317
M8	Assistant to the City Manager	\$ 4,065	\$ 4,228	\$ 4,397	\$ 4,573	\$ 4,756	\$ 4,946	\$ 48,781	\$ 59,350
M8	Airport Operations Superintendent	\$ 4,065	\$ 4,228	\$ 4,397	\$ 4,573	\$ 4,756	\$ 4,946	\$ 48,781	\$ 59,350
M8	Park Superintendent	\$ 4,065	\$ 4,228	\$ 4,397	\$ 4,573	\$ 4,756	\$ 4,946	\$ 48,781	\$ 59,350
M7	Senior Engineering Tech	\$ 3,872	\$ 4,026	\$ 4,187	\$ 4,355	\$ 4,529	\$ 4,710	\$ 46,458	\$ 56,524
M7	Senior Engineering Tech	\$ 3,872	\$ 4,026	\$ 4,187	\$ 4,355	\$ 4,529	\$ 4,710	\$ 46,458	\$ 56,524
M7	Executive Assistant/Records Supervisor	\$ 3,872	\$ 4,026	\$ 4,187	\$ 4,355	\$ 4,529	\$ 4,710	\$ 46,458	\$ 56,524
M5	Abatement Officer*	\$ 3,512	\$ 3,652	\$ 3,798	\$ 3,950	\$ 4,108	\$ 4,272	\$ 42,139	\$ 51,269
M5	Executive/Legal Assistant	\$ 3,512	\$ 3,652	\$ 3,798	\$ 3,950	\$ 4,108	\$ 4,272	\$ 42,139	\$ 51,269
M4	Planning Assistant	\$ 3,344	\$ 3,478	\$ 3,617	\$ 3,762	\$ 3,912	\$ 4,069	\$ 40,133	\$ 48,827
M4	Project Coordinator (CD/Eng)	\$ 3,344	\$ 3,478	\$ 3,617	\$ 3,762	\$ 3,912	\$ 4,069	\$ 40,133	\$ 48,827
M2	Engineering Tech	\$ 3,033	\$ 3,155	\$ 3,281	\$ 3,412	\$ 3,549	\$ 3,691	\$ 36,401	\$ 44,288

*Part-time Position	Hourly
Abatement Officer (PT)	\$ 26.34
Building Official (PT)	\$ 32.47

Stipends Authorized	Monthly
Civil Service Secretary	\$ 200.00
Safety Committee Secretary	\$ 150.00

**Non-Represented Employee Classifications**  
2016

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Annual Lo	Annual Hi
Unclassified	City Manager	N/A							
M20	Police Chief	\$ 7,300	\$ 7,592	\$ 7,896	\$ 8,212	\$ 8,540	\$ 8,882	\$ 87,604	\$ 106,584
M19	Director of Public Works	\$ 6,953	\$ 7,231	\$ 7,520	\$ 7,821	\$ 8,134	\$ 8,459	\$ 83,433	\$ 101,509
M19	Finance Dir - City Clerk	\$ 6,953	\$ 7,231	\$ 7,520	\$ 7,821	\$ 8,134	\$ 8,459	\$ 83,433	\$ 101,509
M19	Comm Dev Dir - City Engineer	\$ 6,953	\$ 7,231	\$ 7,520	\$ 7,821	\$ 8,134	\$ 8,459	\$ 83,433	\$ 101,509
M18	Police Captain	\$ 6,622	\$ 6,887	\$ 7,162	\$ 7,448	\$ 7,746	\$ 8,056	\$ 79,460	\$ 96,675
M16	Public Works Superintendent	\$ 6,006	\$ 6,246	\$ 6,496	\$ 6,756	\$ 7,026	\$ 7,307	\$ 72,072	\$ 87,687
M16	Senior Engineer	\$ 6,006	\$ 6,246	\$ 6,496	\$ 6,756	\$ 7,026	\$ 7,307	\$ 72,072	\$ 87,687
M14	Civil Engineer	\$ 5,448	\$ 5,666	\$ 5,892	\$ 6,128	\$ 6,373	\$ 6,628	\$ 65,372	\$ 79,535
M13	Planning Manager	\$ 5,188	\$ 5,396	\$ 5,612	\$ 5,836	\$ 6,069	\$ 6,312	\$ 62,259	\$ 75,747
M12	Utility Operations Manager	\$ 4,941	\$ 5,139	\$ 5,344	\$ 5,558	\$ 5,780	\$ 6,012	\$ 59,294	\$ 72,140
M10	Library Manager	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M10	Assistant Finance Director	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M10	Administrative Programs Manager	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M10	Associate Planner	\$ 4,482	\$ 4,661	\$ 4,848	\$ 5,041	\$ 5,243	\$ 5,453	\$ 53,781	\$ 65,433
M9	Building Official*	\$ 4,268	\$ 4,439	\$ 4,617	\$ 4,801	\$ 4,993	\$ 5,193	\$ 51,220	\$ 62,317
M8	Assistant to the City Manager	\$ 4,065	\$ 4,228	\$ 4,397	\$ 4,573	\$ 4,756	\$ 4,946	\$ 48,781	\$ 59,350
M8	Airport Operations Superintendent	\$ 4,065	\$ 4,228	\$ 4,397	\$ 4,573	\$ 4,756	\$ 4,946	\$ 48,781	\$ 59,350
M8	Park Superintendent	\$ 4,065	\$ 4,228	\$ 4,397	\$ 4,573	\$ 4,756	\$ 4,946	\$ 48,781	\$ 59,350
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M7	Senior Engineering Tech	\$ 3,872	\$ 4,026	\$ 4,187	\$ 4,355	\$ 4,529	\$ 4,710	\$ 46,458	\$ 56,524
M7	Executive Assistant/Records Supervisor	\$ 3,872	\$ 4,026	\$ 4,187	\$ 4,355	\$ 4,529	\$ 4,710	\$ 46,458	\$ 56,524
M5	Abatement Officer*	\$ 3,512	\$ 3,652	\$ 3,798	\$ 3,950	\$ 4,108	\$ 4,272	\$ 42,139	\$ 51,269
M5	Executive/Legal Assistant	\$ 3,512	\$ 3,652	\$ 3,798	\$ 3,950	\$ 4,108	\$ 4,272	\$ 42,139	\$ 51,269
M4	Planning Assistant	\$ 3,344	\$ 3,478	\$ 3,617	\$ 3,762	\$ 3,912	\$ 4,069	\$ 40,133	\$ 48,827
M3	Project Coordinator (Engineering)	\$ 3,185	\$ 3,313	\$ 3,445	\$ 3,583	\$ 3,726	\$ 3,875	\$ 38,221	\$ 46,502
M2	Engineering Tech	\$ 3,033	\$ 3,155	\$ 3,281	\$ 3,412	\$ 3,549	\$ 3,691	\$ 36,401	\$ 44,288

*Part-time Position	Hourly
Abatement Officer (PT)	\$ 26.34
Building Official (PT)	\$ 32.47

Stipends Authorized	Monthly
Civil Service Secretary	\$ 200.00
Safety Committee Secretary	\$ 150.00

**Transition Floor**  
For 2014, employees currently at the top of their classification range transitioning into a new range that contains a top step with a lower level of compensation shall continue to be compensated at their higher monthly base salary from 2013.

# City of Kelso Employee Handbook

## **6.13 Substance Abuse Policy**

### **A. Purpose**

Substance abuse raises serious concerns regarding employee health and public safety. Because of these concerns, the federal government has passed protective laws that establish drug and alcohol testing requirements for certain employees and call for employers to ensure a substance-free workplace. The City of Kelso is committed to providing such a work environment. To achieve this goal, the City has established this Substance Abuse Policy.

### **B. Policy**

Employees, including directors, supervisors and administrators, are required to report for work in appropriate mental and physical condition. The purpose of this policy is to enforce the City of Kelso's commitment to prevent substance abuse because it affects job performance and the safety of our employees and customers. Accordingly, use, possession or working under the influence of any substance that can adversely affect alertness, coordination, decision-making, safety, or job performance will not be tolerated. Employees must, as a condition of employment, abide by the terms of this policy. Violations will result in corrective action, up to and including termination of employment, and may also have legal consequences.

This Policy applies to all individuals employed by the City, unless a provision of the policy conflicts with a contract or statute (e.g., Collective Bargaining Agreement (CBA), Civil Service Rule, or Memorandum of Understanding (MOU)).

All existing employees and new hires will be trained on this policy. Each employee will acknowledge his/her knowledge of this policy and training by signing an acknowledgement receipt. This receipt will be maintained in the employees personnel file.

### **C. Prohibited Conduct**

The City is concerned about the adverse effect alcohol and drug abuse may have on safety and job performance. The City recognizes drug and alcohol abuse as treatable illnesses and affirms a commitment to respond to these illnesses through referral to treatment and rehabilitation, when brought to the City's attention before conduct occurs that may give rise to disciplinary action. However, the City affirms its policy that the following are strictly prohibited:

- a. Reporting to work under the influence of alcohol, prohibited drugs or controlled substances.
  1. Indicated by a positive test for controlled substances, or
  2. Breath alcohol test resulting in an alcohol level of .02 or higher, or
  3. Observed evidence of impairment.
- b. The unlawful use, possession, manufacturing, distribution, dispensing, transfer or trafficking of alcohol or prohibited substances.
- c. The use, in any way, of City property, or the employee's position within the City, to make or traffic in alcohol or prohibited substances.

Any employee found in violation of the above stated prohibitions will be subject to disciplinary action up to and including termination.

#### **D. Prohibited Substances.**

- a. Alcohol
- b. Substances regulated by the criminal law, including but not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis, controlled substances defined in RCW 69.50.101.  
**MARIJUANA:** The City does not allow employees to use, distribute, possess, or report to work under the influence of marijuana, even if the employee may lawfully use marijuana for recreational purposes under Washington State law, and /or is qualified and has a recommendation from a physician to use marijuana for medical reasons as outlined in Chapter 69.51 RCW.
- c. Substances which are available as prescribed medications but for which the employee does not have a prescription or is using in violation of a prescription.
- d. Any other use, possession or trafficking of alcohol or illegal drugs in a manner which is detrimental to the interest of the City, creates a safety concern, or unduly interferes with job performance.

#### **E. Prescription and Over-the-Counter Medications**

Employees who are taking prescription medications (e.g.: narcotics, benzodiazepines, barbiturates, amphetamines, etc.) or over the counter medications that may impact their alertness, perception, judgment, or ability to safely operate vehicles or equipment must disclose the matter to their supervisor and may be required to provide their physician's release to work while using the medication..

The City reserves the right to request a second opinion, at its expense, from a qualified physician if the City reasonably concludes that the employee's physician has not fully and competently addressed the issue of the impact of the use of the prescription drugs on performance and safety.

#### **F. Identifying and Handling Employees with Substance Abuse Problems**

##### **1. Possession**

Any on-duty employee possessing prohibited substances will be directed to hand over the suspected substance. Whenever possible, another member of management or a representative of a collective bargaining unit who has completed the 60 minute training course will be present as a witness.

Refusal on the part of an employee to comply with a directive constitutes insubordination and is grounds for disciplinary action, up to and including termination.

Any confiscated material will be carefully preserved in an appropriate container in the presence of another witness (preferably a management representative), sealed and marked by describing the contents (e.g., "green vegetable matter," "white powder," "clear liquid," etc.), and noting the date, time, and source of the material. The supervisor will sign the container label or place the container in an envelope, and then sign and seal the envelope. The evidence is to be stored in a place inaccessible to others (i.e., a locked desk drawer) in order to maintain the proper "chain of custody" necessary to support investigative, disciplinary, and/or legal action.

The City Manager or designee will be notified immediately whenever suspected substances are confiscated. A decision will be made as to whether the substance should be analyzed by a competent laboratory and/or turned over to law enforcement authorities.

## 2. On-the-Job Use

Subject to the provisions of Section D.3, employees are prohibited from consuming prohibited substances while at the work place or while performing any work-related activities. Any employee who has violated this prohibition, will be removed from the work place for at least twelve (12) hours, is subject to drug/alcohol testing, and possible disciplinary action.

## 3. Pre-Shift or On-Call Use of Alcohol

The consumption of prohibited substances is prohibited for all employees while they are receiving stand-by pay.

# **G. Substance Testing Guidelines**

The City's Substance Abuse Policy applies to all applicants and current employees, except as otherwise noted in these policies.

## 1. Pre-Placement Testing

All applicants for a safety sensitive position (e.g, police, CDL holders) who have received a conditional offer of employment must pass a drug test to receive a final offer. Each applicant must provide a signed consent form with his/her signed application for employment. (A sample form is attached as Appendix A.) The applicant must then provide a urine specimen at a site designated by the City. The specimen will be sent to a laboratory designated by the City for testing. The pre-employment drug screen will be paid for by the City.

The drugs that will be tested for are: Amphetamines (including methamphetamine, speed, crank, and ecstasy); THC (cannabinoids, marijuana, hashish); Cocaine; Opiates (heroin, morphine, codeine, opium); and Phencyclidine (PCP). The drug test will be administered after the conditional offer for employment is made and before the first day an employee reports to work. Notice will be given to the candidate to report for the test and the test will be administered in sufficient time to allow results prior to initial reporting to duty. The offer of employment is contingent upon passing this drug test.

Those applicants who do not successfully pass the drug test shall be ineligible for hire for at least (6) months.

## 2. Post-Accident Testing

When a City employee becomes involved in an accident or incident affecting persons or property while performing business or work for the City, a City management representative will determine whether or not an alcohol and/or drug test is appropriate. Typically, the following circumstances will require testing:

- a. After an incident when there has been damage to the City's or citizen's property;
- b. After any accident resulting in an OSHA recordable injury, or a near-miss that could have resulted in a serious injury or death;
- c. After any accident involving injuries requiring only first aid, where there is a reasonable suspicion that a drug and/or alcohol test is appropriate;

- d. After any accident involving vehicles regulated by the Department of Transportation (DOT); or
- e. Testing as required by the Department of Transportation (DOT). An employee may choose to be tested for self-protection at city expense after an accident.

### 3. Reasonable Suspicion Testing

An employee who is reasonably suspected of being under the influence will be tested when requested by a supervisor or manager and when the suspicion is substantiated by another supervisor or manager. The following procedures apply to reasonable suspicion testing. Reasonable suspicion must be based on observable evidence, including, but not limited to the following:

- Observed alcohol or drug use during work hours or on City premises;
- Apparent physical state of impairment, as indicated by odor of alcohol, slurred speech, staggering walk, etc.;
- Incoherent mental state;
- Marked changes in personal behavior and/or deteriorating work performance that is not resolved through usual corrective action; or
- Accidents, motor vehicle offenses, fights, assaults, and flagrant violations of established safety, security, or other operating procedures during work hours, while on City premises, or when otherwise representing the City.

When an employee is asked to submit to drug and alcohol testing he/she will be informed of the reasons for testing and will be informed that refusal constitutes insubordination and is grounds for disciplinary action, up to and including termination of employment. If the employee is a member of a bargaining unit and the employee so requests, reasonable efforts will be made to have the union representative present, if it will not cause unreasonable delay. An employee who challenges the decision to require testing should be told that he/she must submit to testing now and may file a grievance later. If the employee refuses to take the test, he/she will be relieved of duty without pay to await disciplinary proceedings. Testing methodology will follow the same guidelines as any other cause for substance testing.

Each supervisor who observes evidence suggesting that a substance test is necessary will write a separate report of the incident. This report will include a description of the employee's observed condition, any statements made, and any actions taken by and persons involved in the incident. In all circumstances of suspected drug or alcohol use, appropriate transportation will be provided for the employee. If the employee refuses to accept transportation and attempts to drive, the proper authorities may be notified.

### 4. Random Testing - CDL Holders

Random testing for controlled substance and alcohol use will be conducted in compliance with Federal regulations on any employee of the City required to possess a Commercial Driver's License (CDL) to operate a covered vehicle in the performance of the job duties. The selection process for random testing will be through a scientifically valid method. Procedures for random testing, including timing, frequency, number of employees to be tested, selection of employees to be tested, and test sites will be determined by the City. All employees in the relevant pool of persons subject to random testing will have an equal chance of being selected in each random test conducted.

The Department of Transportation's Drug and Alcohol Testing Regulation —49 CFR Part 40, at 40.151(e) does not authorize "medical marijuana" under a state law to be a valid medical explanation for a covered employee's positive drug test result. Accordingly, an employee testing positive for THC/marijuana under these policies may be subject to discipline even if he/she has an authorized medical prescription for the use of marijuana.

## H. Drug Testing Methodology

Drug testing will be conducted by an appropriately certified lab. Testing may be conducted for any or all of the following drugs or their metabolites:

Amphetamines	Cannabinoids	Alcohol	Barbiturate
Methamphetamines	Opiates	Phencyclidine	Methadone
Benzodiazepines	Propoxyphene	Methaqualone	Cocaine

Initial screening of urine samples will be performed by immunoassay. All DOT regulated employee samples that are positive on initial screen will be confirmed by a NIDA-certified laboratory by gas chromatography/mass spectrometry (GC/MS). The testing facility will report all results directly to the City's Medical Review Officer (MRO) — a licensed physician with knowledge of substance abuse disorders. A final review of test results will be made by the designated MRO. This review will provide an opportunity for employees to discuss positive test results. The MRO will review any available medical records to determine if a confirmed positive test resulted from something other than prohibited use. If the MRO is unable to reach the employee directly, after using all reasonable efforts, the MRO will contact the City's designated authorized representative. The City's authorized representative will ask the employee to contact the MRO. If the employee fails to present information affecting the result of the drug test, or if the employee refuses to speak with the MRO, the MRO will verify a positive test result, in accordance with ACOEM/CFR Part 40 (MRO Guidelines), and will report this to the City's authorized representative.

### I. Employee's Request to Retest

The MRO will inform the employee at the time the test result is verified that he/she may request a sample of the original specimen be provided to the original or another equally certified/accredited laboratory for re-testing. If an employee wishes the sample to be re-tested, he/she must confirm the request within 72 hours of notification by the MRO. The employee will be responsible for all costs associated with the additional test. The City may require that payment for the additional test be deducted from the employee's pay.

### J. Drug Testing Procedures

Because of the sensitive nature of substance testing, an employee is not to be tested, until approval is obtained from the City Personnel Director/Risk Manager, or designee.

Employees must sign appropriate consent forms prior to testing. If the employee refuses, he/she will be informed that this will be treated as insubordination and will result in discipline, up to and including termination.

#### 1. Reasonable Suspicion and Post-Accident Testing

If the City has determined that a drug test is necessary due to reasonable suspicion, or as defined above, the following steps should be taken:

- a. Direct the employee to read and sign the Consent and Release Form. (A sample form is attached as Appendix B.)
- b. Transport the employee to the local collection facility. If the employee refuses to accept transportation and attempts to drive, the authorities will be notified immediately.



## 2. Random and Pre-Placement Testing

If a random or pre-placement drug test is necessary, the following steps should be taken:

- a. Direct the employee to read and sign the Consent and Release Form. (A sample form is attached as Appendix B.)
- b. Notify the local collection facility that an employee will be coming to provide a urine specimen.

## K. Alcohol Testing Procedures

### 1. If the City has determined that alcohol testing is necessary, the following steps should be taken:

- a. Direct the employee to read and sign the Consent and Release Form. (A sample form is attached as Appendix C.)
- b. Notify the designated breath-alcohol technician ("BAT") or test facility that an employee will be coming to take a breathalyzer test.
- c. Determine from the BAT whether the employee's alcohol concentration level prevents the employee from performing safety-sensitive functions (i.e., 0.02 or greater).

### 2. If the test indicated an alcohol concentration level of between 0.02 and 0.04, the employee must be removed from performing safety-sensitive functions, but may be permitted to return to work to perform other job duties. Coordinate this step with the City Personnel Director or Risk Manager.

### 3. If the test indicated an alcohol concentration level of 0.04 or greater, the employee will not be allowed to return to work. If the employee's alcohol concentration level is at or near the legal limit for driving (i.e., 0.08), he/she will not be allowed to drive, and he/she will be required to obtain alternative transportation — either from a friend, a family member, or a taxi at the employee's expense.

## L. Consequences of a Positive Test Result

### 1. Disciplinary Action

The City may take disciplinary action, up to and including termination, for employees who violate this policy.

### 2. Assessment and Treatment

An employee who tests positive for alcohol or prohibited drugs may be referred to the City's Employee Assistance Program for mandatory assessment as a condition of continued employment. An employee who tests positive will be considered unqualified to work and may not be permitted to return to work until he/she agrees to participate in a treatment, continuing care or drug/alcohol rehabilitation program as recommended by an approved substance abuse evaluation counselor.

### 3. Last Chance/Return to Work Agreement

The employee may be required to sign a Last Chance/Return to Work Agreement and successfully complete any program (including recommended after care) as recommended by the treatment professional and approved by the Substance Abuse Professional (SAP).

4. Return to Work

Upon successful completion of any required treatment program as recommended by the treatment professional and approved by the Substance Abuse Professional (SAP), an employee may be released to resume work, but must agree in writing to unannounced, random testing for not more than twenty-four (24) months after returning to work. A positive test under these conditions or at any time thereafter may result in immediate termination.

**M. Privacy and Record Keeping**

In all aspects of the City's drug-free workplace program, individual privacy will be maintained with the strictest of confidentiality. To accomplish this, the following procedures will be implemented. Test results will not be released without the written authorization of the tested individual, other than to the testing laboratory, the MRO, the individual, the SAP and the authorized City representative, except where required by law (including RCW 42.56) or subpoena to local, state or federal authorities. Written records regarding drug testing and/or communication with the employee regarding rehabilitation will not become part of the employee's personnel file but will be stored separately in a secure file. The City will not release an employee's rehabilitation or test records to a subsequent employer unless the employee requests it in writing.

**N. Rehabilitation**

The City encourages employees who feel they have developed an addiction or dependence on alcohol or drugs to seek assistance. Requests for assistance will be confidential. Any employee who voluntarily comes forward and reveals the existence of a drug or alcohol problem will be referred to the City's Employee Assistance Program (EAP) for evaluation and referral. The cost of any evaluation of treatment and rehabilitation may be covered by the employee's medical insurance. Any costs which are not covered by the employee's medical insurance are the responsibility of the employee. The employee will be expected to enter into, cooperate with, and complete such treatment as is prescribed by professionals to whom the employee is referred. Any employee who fails to contact, enter into, cooperate with, or successfully complete all segments of treatment will be subject to discipline, which may include termination.

## 6.11 Political Activities

City employees may participate in political or partisan activities provided that City resources and property are not used and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign during work time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities. City officials may not use the authority of their positions to require employees to engage in political activity of any kind.

Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, may not wear or display any button, badge, or sticker relevant to any candidate or ballot issue during working hours or while performing his/her job duties. Employees shall not solicit on City property or during working time for contributions for partisan political causes.

## 6.12 No Smoking

The City prohibits smoking in all City buildings and vehicles as well as offices or other facilities rented or leased by the City. Employees shall not smoke within twenty-five (25) feet of entrances to or exits from City facilities, windows that open, or vent intakes which serve an enclosed "non-smoking" area.

## 6.13 Substance Abuse Policy

### A. Purpose

Substance abuse in the workplace raises serious concerns regarding employee health and public safety. Because of these concerns, the federal government has passed protective laws that establish drug and alcohol testing requirements and call for employers to ensure a substance-free workplace. The City of Kelso is committed to providing such a work environment. To achieve this goal, the City has established this Substance Abuse Policy.

### B. Policy

Employees, including directors, supervisors and administrators are expected and required to report for work in appropriate mental and physical condition. The purpose of this policy is to enforce the City of Kelso's commitment to prevent substance abuse, because it affects **job performance** and the safety of our employees and customers. Accordingly, use, possession or working under the influence of any substance that can adversely affect alertness, coordination, decision-making, safety, or job performance will not be tolerated. Employees must, as a condition of employment, abide by the terms of this policy. Violations will result in corrective action, up to and including termination of employment, and may have legal consequences.

All existing employees and new hires will be trained on this policy. Each employee will acknowledge his/her knowledge of this policy and training by signing an acknowledgement receipt. This receipt will be maintained in the employees personnel file.

### C. Prohibited Conduct

The City is concerned about the adverse effect alcohol and drug abuse may have on safety and job performance. The City recognizes drug and alcohol abuse as treatable illnesses and affirms a commitment to respond to these illnesses through referral to treatment and rehabilitation to the extent possible. However, the City affirms its policy that the following are strictly prohibited:

- a. Reporting to work under the influence of alcohol, drugs or controlled substances.

1. Indicated by a positive test for controlled substances, or
  2. Breath alcohol test resulting in an alcohol level of .02 or higher, or
  3. Observed physical evidence of impairment.
- b. The unlawful use, possession, manufacturing, distribution, dispensing, transfer or trafficking of alcohol, illegal drugs or controlled substances in any amount or any manner, on City premises or in City vehicles at any time (whether or not conducting City business) anywhere (including off City property).
  - c. The use, in any way, of City property, or the employee's position within the City, to make or traffic in alcohol, illegal drugs or controlled substances.
  - d. Any other use, possession or trafficking of alcohol, illegal drugs or controlled substances in a manner that is detrimental to the best interests of the City, creates a safety concern, or interferes with job performance.

Any employee found in violation of the above stated prohibitions will be subject to disciplinary action up to and including termination.

#### **D. Prohibited Substances.**

- a. Drugs are defined as those substances whose dissemination is regulated by law, including but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis and alcohol. Definition of drugs also includes controlled substances defined in RCW 69.50.101.
- b. Using or being under the influence of any drug that can be expected to impair an employee's performance or jeopardize the safety of the employee or others on the job, whether the drug is prescription or over-the-counter, is prohibited.
- c. Employees who are taking controlled prescription drugs (e.g.: narcotics, benzodiazepines, barbiturates, amphetamines, etc.) will discuss the matter with their supervisor and may be required to provide their physician's release to work while using the medication. Additionally, employees who are taking any legally obtained drugs (prescriptions or over-the-counter medications) when such use may adversely affect an employee's job performance, their safety or the safety of others, including the ability to safely operate vehicles and equipment shall notify their supervisor immediately.

#### **E. Identifying and Handling Employees with Substance Abuse Problems**

##### **1. Possession**

Any on-duty employee possessing prohibited substances will be directed to hand over the suspected material. Whenever possible, another member of management or representative of a collective bargaining unit who has completed the 60 minute training course will be present as a witness.

Refusal on the part of an employee to comply with a directive constitutes insubordination and is grounds for disciplinary action, up to and including termination.

Any confiscated material will be carefully preserved in an appropriate container in the presence of another witness (preferably a management representative), sealed and marked by describing the contents (e.g., "green vegetable matter," "white powder," "clear liquid," etc.), and noting the date, time, and source of the material. The supervisor will sign the container label or place the container in an envelope, and then sign and seal the envelope. The evidence is to be stored in a place inaccessible to others (i.e., a locked desk drawer) in order to maintain the proper "chain of custody" necessary to support investigative, disciplinary, and/or legal action.

The City Manager or designee will be notified immediately whenever suspected substances are confiscated. A decision will be made as to whether the substance should be analyzed by a competent laboratory or turned over to law enforcement authorities.

## 2. On-the-Job Use

Subject to the provisions of Section D.3, employees are prohibited from consuming prohibited substances while at the work place or while performing any work-related activities. Any employee who has violated this prohibition, will be removed from the work place for at least twelve (12) hours, is subject to drug/alcohol testing, and possible disciplinary action.

## 3. Pre-Shift or On-Call Use of Alcohol

The consumption of alcohol, illegal drugs, or controlled substances is prohibited for all employees while they are receiving stand-by pay.

### F. Substance Testing Guidelines

The City's Substance Abuse Policy applies to all applicants and current employees, except as otherwise noted in these policies.

#### 1. Pre-Placement Testing

All applicants who have been offered employment must pass a drug test to be eligible for employment. Each applicant must provide a signed consent form with his/her signed application for employment. (A sample form is attached as Appendix A.) The applicant must then provide a urine specimen at a site designated by the City. The specimen will be sent to a laboratory designated by the City for testing. The pre-employment drug screen will be paid for by the City.

The drugs that will be tested for are: Amphetamines (including methamphetamine, speed, crank, and ecstasy); THC (cannabinoids, marijuana, hashish); Cocaine; Opiates (heroin, morphine, codeine, opium); and Phencyclidine (PCP). The drug test will be administered after the conditional offer for employment is made and before the first day an employee reports to work. Notice will be given to the candidate to report for the test and the test will be administered in sufficient time to allow results prior to initial reporting to duty. The offer of employment is contingent upon passing this drug test.

Those applicants who do not successfully pass the drug test shall be ineligible for hire. They shall be informed that they can become re-eligible for hire in six (6) months, provided they pass a subsequent drug test.

#### 2. Post-Accident Testing

When a City employee becomes involved in an accident or incident affecting persons or property while performing business or work for the City, a City management representative will determine whether or not an alcohol and/or drug test is appropriate. Typically, the following circumstances will require testing:

- a. After an incident when there has been damage to the City's or citizen's property;

- b. After any accident resulting in an OSHA recordable injury, or a near-miss that could have resulted in a serious injury or death;
- c. After any accident involving injuries requiring only first aid, where there is a reasonable suspicion that a drug and/or alcohol test is appropriate;
- d. After any accident involving vehicles regulated by the Department of Transportation (DOT); or
- e. Testing as required by the Department of Transportation (DOT). An employee may choose to be tested for self-protection at city expense after an accident.

### 3. Reasonable Suspicion Testing

An employee who is reasonably suspected of being under the influence will be tested when requested by a supervisor or manager and when the suspicion is substantiated by another supervisor or manager. The following procedures apply to reasonable suspicion testing. Reasonable suspicion must be based on observable evidence, including, but not limited to the following:

- \* Observed alcohol or drug use during work hours or on City premises;
- \* Apparent physical state of impairment, as indicated by odor of alcohol, slurred speech, staggering walk, etc.;
- \* Incoherent mental state;
- \* Marked changes in personal behavior and/or deteriorating work performance that is not resolved through usual corrective action; or
- \* Accidents, motor vehicle offenses, fights, assaults, and flagrant violations of established safety, security, or other operating procedures during work hours, while on City premises, or when otherwise representing the City.

When an employee is asked to submit to drug and alcohol testing he/she will be informed of the reasons for testing and will be informed that refusal constitutes insubordination and is grounds for disciplinary action, up to and including termination of employment. If the employee is a member of a bargaining unit and the employee so requests, reasonable efforts will be made to have the union representative present, if it will not cause unreasonable delay. An employee who challenges the decision to require testing should be told that he/she must submit to testing now and may file a grievance later. If the employee refuses to take the test, he/she will be relieved of duty without pay to await disciplinary proceedings. Testing methodology will follow the same guidelines as any other cause for substance testing.

Each supervisor who observes evidence suggesting that a substance test is necessary will write a separate report of the incident. This report will include a description of the employee's observed condition, any statements made, and any actions taken by and persons involved in the incident. In all circumstances of suspected drug or alcohol use, appropriate transportation will be provided for the employee. If the employee refuses to accept transportation and attempts to drive, the proper authorities may be notified.

### 4. Random Testing - CDL Holders

Random testing for controlled substance and alcohol use will be conducted in compliance with Federal regulations on any employee of the City required to possess a Commercial Driver's License (CDL) to operate a covered vehicle in the performance of the job duties.

The selection process for random testing will be through a scientifically valid method. Procedures for random testing, including timing, frequency, number of employees to be tested, selection of employees to be tested, and test sites will be determined by the City. All employees in the relevant pool of persons subject to random testing will have an equal chance of being selected in each random test conducted.

The Department of Transportation's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) does not authorize "medical marijuana" under a state law to be a valid medical explanation for a covered employee's positive drug test result. Accordingly, an employee testing positive for THC/marijuana under these policies may be subject to discipline even if he/she has an authorized medical prescription for the use of marijuana.

#### G. Drug Testing Methodology

Drug testing will be conducted by an appropriately certified lab. Testing may be conducted for any or all of the following drugs or their metabolites:

Amphetamines	Cannabinoids	Alcohol	Barbiturate
Methamphetamines	Opiates	Phencyclidine	Methadone
Benzodiazepines	Propoxyphene	Methaqualone	Cocaine

Initial screening of urine samples will be performed by immunoassay. All DOT regulated employee samples that are positive on initial screen will be confirmed by a NIDA-certified laboratory by gas chromatography/mass spectrometry (GC/MS). The testing facility will report all results directly to the City's Medical Review Officer (MRO) – a licensed physician with knowledge of substance abuse disorders. A final review of test results will be made by the designated MRO. This review will provide an opportunity for employees to discuss positive test results. The MRO will review any available medical records to determine if a confirmed positive test resulted from something other than prohibited use. If the MRO is unable to reach the employee directly, after using all reasonable efforts, the MRO will contact the City's designated authorized representative. The City's authorized representative will ask the employee to contact the MRO. If the employee fails to present information affecting the result of the drug test, or if the employee refuses to speak with the MRO, the MRO will verify a positive test result, in accordance with ACOEM/CFR Part 40 (MRO Guidelines), and will report this to the City's authorized representative.

#### H. Employee's Request to Retest

The MRO will inform the employee at the time the test result is verified that he/she may request a sample of the original specimen be provided to the original or another equally certified/accredited laboratory for re-testing. If an employee wishes the sample to be re-tested, he/she must confirm the request within 72 hours of notification by the MRO. The employee will be responsible for all costs associated with the additional test. The City may require that payment for the additional test be deducted from the employee's pay.

#### I. Drug Testing Procedures

Because of the sensitive nature of substance testing, an employee is not to be tested, until approval is obtained from the City Personnel Director/Risk Manager, or designee.

Employees must sign appropriate consent forms prior to testing. If the employee refuses, he/she will be informed that this will be treated as insubordination and will result in discipline, up to and including termination.

### **1. Reasonable Suspicion and Post-Accident Testing**

If the City has determined that a drug test is necessary due to reasonable suspicion, or as defined above, the following steps should be taken:

- \* Direct the employee to read and sign the Consent and Release Form. (A sample form is attached as Appendix B.)
- \* Transport the employee to the local collection facility. If the employee refuses to accept transportation and attempts to drive, the authorities will be notified immediately.

### **2. Random and Pre-Placement Testing**

If a random or pre-placement drug test is necessary, the following steps should be taken:

- \* Direct the employee to read and sign the Consent and Release Form. (A sample form is attached as Appendix B.)
- \* Notify the local collection facility that an employee will be coming to provide a urine specimen.

### **J. Alcohol Testing Procedures**

If the City has determined that alcohol testing is necessary, the following steps should be taken:

- \* Direct the employee to read and sign the Consent and Release Form. (A sample form is attached as Appendix C.)
- \* Notify the designated breath-alcohol technician ("BAT") or test facility that an employee will be coming to take a breathalyzer test.
- \* Determine from the BAT whether the employee's alcohol concentration level prevents the employee from performing safety-sensitive functions (i.e., 0.02 or greater).
- \* If the test indicated an alcohol concentration level of between 0.02 and 0.04, the employee must be removed from performing safety-sensitive functions, but may be permitted to return to work to perform other job duties. Coordinate this step with the City Personnel Director or Risk Manager.
- \* If the test indicated an alcohol concentration level of 0.04 or greater, the employee will not be allowed to return to work. If the employee's alcohol concentration level is at or near the legal limit for driving (i.e., 0.08), he/she will not be allowed to drive, and he/she will be required to obtain alternative transportation – either from a friend, a family member, or a taxi at the employee's expense.

### **K. Consequences of a Positive Test Result**

#### **1. Assessment and Treatment**

An employee who tests positive for drugs will be referred to the City's Employee Assistance Program for mandatory assessment as a condition of continued employment. An employee who tests positive will be considered unqualified to work and may not be permitted to return to work until he/she agrees to participate in a treatment, continuing care or drug/alcohol rehabilitation program as recommended by an approved substance abuse evaluation counselor.

#### **2. Last Chance/Return to Work Agreement**

The employee will be required to sign a Last Chance/Return to Work Agreement and successfully complete any program (including recommended after care) as recommended by the treatment professional and approved by the Substance Abuse Professional (SAP).



### **3. Return to Work**

Upon successful completion of any required treatment program as recommended by the treatment professional and approved by the Substance Abuse Professional (SAP), an employee may be released to resume work, but must agree in writing to unannounced, random testing for not more than twenty-four (24) months after returning to work. A positive test under these conditions or **at any time** thereafter may result in immediate termination.

#### **L. Privacy and Record Keeping**

In all aspects of the City's drug-free workplace program, individual privacy will be maintained with the strictest of confidentiality. To accomplish this, the following procedures will be implemented.

Test results will not be released without the written authorization of the tested individual, other than to the testing laboratory, the MRO, the individual, the SAP and the authorized City representative, except where required by law or subpoena to local, state or federal authorities. Written records regarding drug testing and/or communication with the employee regarding rehabilitation will not become part of the employee's personnel file but will be stored separately in a secure file.

The City will not release an employee's rehabilitation or test records to a subsequent employer unless the employee requests it in writing.

#### **M. Rehabilitation**

The City encourages employees who feel they have developed an addiction or dependence on alcohol or drugs to seek assistance. Requests for assistance will be confidential.

Any employee who voluntarily comes forward and reveals the existence of a drug or alcohol problem will be referred to the City's Employee Assistance Program (EAP) for evaluation and referral. The cost of any evaluation of treatment and rehabilitation may be covered by the employee's medical insurance. Any costs which are not covered by the employee's medical insurance are the responsibility of the employee. The employee will be expected to enter into, cooperate with, and complete such treatment as is prescribed by professionals to whom the employee is referred. Any employee who fails to contact, enter into, cooperate with, or successfully complete all segments of treatment will be subject to discipline, which may include termination.

### **6.14 Inventions and Creative Output**

Any written work by an employee of the City of Kelso which is subject to or capable of being copyrighted, or the invention or development of any process or device which is subject to or capable of being patented under the laws applicable thereto, which is written, produced, or developed wholly or partially during the course of employment with the City, or which is developed or produced through the use of City equipment or property, shall be the sole and exclusive property of the City of Kelso. Exceptions to this section may be made only by the City Manager and such exceptions must be in writing.

### **6.15 Solicitation**

It is our goal to conduct the operations of the City in an orderly and efficient manner. We believe our employees should have the opportunity to work without interference from persons who are pursuing a purpose not related to our normal business.

## City of Kelso, Washington

Statements are descriptive of the kind and level of work and not intended to be an exhaustive list of responsibilities, duties and skills required of a person in this position.	TITLE <p style="text-align: center;"><b>Airport Operations Manager</b></p>
DEPARTMENT <p style="text-align: center;"><b>Administration</b></p>	CLASS/EXEMPT STATUS <p style="text-align: center;"><b>Exempt</b></p>
DIVISION <p style="text-align: center;"><b>SW Wa Regional Airport</b></p>	SUPERVISOR <p style="text-align: center;"><b>City Manager</b></p>
CLASSIFICATION RANGE <p style="text-align: center;"><b>M-14</b></p>	

**POSITION DESCRIPTION**

Under general supervision, perform, coordinate and oversee daily operations of the Southwest Washington Regional Airport (Airport). Ensure operational safety and compliance with laws, regulations, policies and lease and contract terms. Perform related work as assigned to administer the policies and direction of the SW Washington Regional Airport Board.

**ESSENTIAL FUNCTIONS**

- Plans, organizes and coordinates on-site activities required for the safe and efficient functioning of the Airport.
- Administers and assists in the preparation of Airport facility leases; enforces contract and lease terms related to long-term service and maintenance contractors, aircraft hangar owners and tie-down tenants; ensures that lease payments are paid on a timely basis; provides information to and processes completed forms from prospective tenants.
- Prepares grant applications to the FAA, WSDOT for Capital Improvements related to the Airport.
- Prepares grant applications to other agencies as applicable for Airport safety, capital improvements, and economic development.
- Ensures grant requirements and assurances are monitored for compliance.
- Provides information to the public and Airport users regarding FAA regulations and local policies and procedures; ensures that aircraft owners and operators comply with regulations regarding ground traffic, air traffic patterns, parking and other safety rules and regulations.
- Resolves customer complaints and disputes; maintains liaison with airport users and user groups to promote facility use.
- Notifies proper emergency response organizations in the event of an emergency; responds to emergencies and provides assistance and coordination.
- Coordinates and works directly with applicable City staff and contractors regarding expansion and modification of Airport facilities.
- Provides for necessary Airport grounds and facilities maintenance program; coordinates/ provides the required maintenance of vegetation control on the Airport runways, taxiways, and ramps; minor painting and electric bulb replacement; inspects Airport property regularly and ensures that grounds and facilities are kept in a clean and orderly condition.
- Prepares periodic and special reports regarding Airport operations, activities and finances; maintains accurate records and files.
- Make presentations to various agency boards and committees and other groups as assigned.
- Keeps current in general aviation developments, including changes in laws and regulations; recommends modifications to policies and procedures as required.
- Ensures fire and building code compliance and the regular inspection of facilities by proper authorities.
- Prepares the annual operating budget and manages expenditures.

**POSITION REQUIREMENTS (Sufficient education, training and experience to demonstrate the attainment of the knowledge and abilities listed below):**

**EDUCATION/EXPERIENCE**

- Any combination equivalent to: A bachelor's degree in Aviation Management, Business, Public Administration, or related field and a minimum of three (3) years related aviation managerial experience at a public use airport.
- Successful completion of FAA compliant Airport Layout Plan(s) and/or Airport Improvement Plan(s) is highly desirable.

**KNOWLEDGE, SKILLS, ABILITIES, AND SPECIAL REQUIREMENTS**

**KNOWLEDGE OF:**

- Principles and practices of general aviation facility operation and maintenance.
- Applicable laws, codes and regulations, including Federal Aviation Administration regulations relating to general aviation operations.
- Principles of light aircraft operation, handling and maintenance.
- Principles, practices and terminology related to lease and contract administration.
- Computer applications related to the work such as Word, Excel, PowerPoint etc.
- Business mathematics.
- Basic practices of facilities and grounds maintenance.
- Basic supervisory principles and practices.

**ABILITY TO:**

- Direct and coordinate or provide day-to-day on-site operations and maintenance at a general aviation facility.
- Enforce flight and safety rules and regulations through the applicable authorities.
- Converse with pilots or applicable ground operations on VHF Common Traffic Advisory Frequency (CTAF)
- Administer contract and lease terms effectively and resolve problems in an appropriate manner.
- Maintain liaison with and represent the Airport in meetings with contractors, lessees, tenants and the flying public.
- Maintain accurate records and files to include financial reports.
- Prepare clear, concise and accurate correspondence, procedures and other written materials.
- Respond effectively in emergency situations.
- Make presentations to agencies, tenants, aviation groups and general public regarding Airport related issues.
- Use basic tools safely and perform minor maintenance.
- Use initiative and independent judgment within general policy guidelines.
- Use tact, discretion and prudence in dealing with those contacted in the course of the work.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Work in an Airport office setting and outdoors in all weather conditions.
- Supervise and coordinate the activities of any staff that is assigned, including training, scheduling, hiring decisions, written performance evaluations and possible disciplinary actions.

- Analyze problems and develop practical solutions that may include creative ideas.
- Review aviation related periodicals, participate in webinars, seminars, and other meetings and report the findings that may be practically applied to the goals and objectives of the Master Plan Update.

**SPECIAL REQUIREMENTS**

- Successfully pass a modified background investigation.
- A valid driver’s license is required.
- Appointees not possessing a valid Washington or Oregon State Driver’s License upon hire must obtain one within currently effective statutory time limit.
- A pilot's license is highly desirable
- Occasional lifting of up to 25 pounds.

**Contacts:**

- Contacts are varied including other City employees, private consultants, vendors, contractors, field crews, public officials, Federal and State Aviation agencies, airport tenants, transient pilots, property owners and citizens. Contacts are for the purpose of information sharing.

**Supervision:**

- None

**Accountability:**

- Accountable for the quality, accuracy and timely completion of all assigned tasks.

**Working Conditions:**

- Must be willing to work off-hours or weekend shifts and respond to emergency situations as required. Works both in an office environment and in all weather conditions.

PREPARED BY	DATE	SUPERVISOR	DATE	REVIEWED BY	DATE	CITY MANAGER APPROVAL	DATE
S. Taylor	12/3/2015			Patty Murray	12/24/2015	S. Taylor	12/28/2015

## City of Kelso, Washington

Statements are descriptive of the kind and level of work and not intended to be an exhaustive list of responsibilities, duties and skills required of a person in this position.	TITLE <p style="text-align: center;"><b>Project Coordinator</b></p>
DEPARTMENT <p style="text-align: center;"><b>Community Development</b></p>	CLASS/EXEMPT STATUS <p style="text-align: center;"><b>Non-Exempt</b></p>
DIVISION <p style="text-align: center;"><b>Engineering</b></p>	SUPERVISOR <p style="text-align: center;"><b>CD Director/City Engineer</b></p>
CLASSIFICATION RANGE <p style="text-align: center;"><b>M-4</b></p>	

**POSITION DESCRIPTION**

Under general direction, positions at this level perform project management coordinator functions in support of capital improvements for the City. This position helps manage design and construction contracts; assists in coordinating projects with other City staff, outside agencies, stakeholders, contractors, and consultants; provides support for other City projects; serves as technical resource for department personnel; and helps develop and manage project budgets. This position operates with minimal supervision or oversight of Community Development Director/City Engineer.

**ESSENTIAL FUNCTIONS**

- Coordinate and schedule team, consultant, and contractor meetings.
- Set agenda, attend project meetings, and report out on action items, decisions, and schedules.
- Respond to calls from consultants, sub-consultants, vendors, suppliers, and citizens on City projects.
- Research and prepare Environmental reports on City projects.
- Research and draft grant applications for City projects.
- Research and draft permit applications for City projects.
- Monitor financial and regulatory requirements of grants received by the City
- Prepare and assist City Engineer with responses to stakeholders and entities with oversight responsibilities.
- Review consultant invoices to ensure compliance and resolve discrepancies prior to City Engineer approval.
- Assist with contractor changes or change orders during construction on projects.
- Maintain City eligibility for the MRSC small works and consultant rosters.
- Assist City Engineer with preparation of project schedules and budget breakdowns for presentation to stakeholders.
- Manage and assist in the timely preparation of Council agenda item submissions including review routing and documentation.
- Create, maintain, and revise various department web pages. Assist in the maintenance of the City's Facebook page.
- Manage department timesheets, leave forms, leave calendar, and resulting appropriation transfers.
- Prepare department billings and track expenses. Maintain operating budget tracking spreadsheet.
- Assist in the development and implementation of Department wide policies and procedures
- Punctual, regular and reliable attendance is essential for successful job performance.

**POSITION REQUIREMENTS** (Sufficient education, training and experience to demonstrate the attainment of the knowledge and abilities listed below):

**EDUCATION/EXPERIENCE**

- High School Graduation or G.E.D. equivalent
- Graduation from a community college or vocational school preferred.
- Three years of experience providing support to the management of facility, construction and/or capital improvement projects in a private or government agency environment.

- Any combination of related education and experience may be considered that demonstrates the knowledge, skill, and ability to perform the essential duties and responsibilities.

### **KNOWLEDGE, SKILLS, ABILITIES & SPECIAL REQUIREMENTS**

- Thorough knowledge of regulations, laws, ordinances, codes, and standards applicable to public building projects.
- Working knowledge of engineering and architectural design principles, practices, and procedures.
- Knowledge of construction site safety codes and standards.
- Knowledge of principles and practices of project management.
- Knowledge of project budget management and scheduling.
- Knowledge of building and construction trades.
- Knowledge of architectural and engineering design.
- Skills in managing, organizing, and tracking simultaneous projects.
- Skills in coordinating, monitoring, and evaluating contracts.
- Skills in updating, researching, and retrieving information within network databases.
- Ability to work independently.
- Ability to keep supervisors and other shareholders informed and updated on project status.
- Ability to work within difficult and sometimes inflexible deadlines.
- Ability to establish and maintain effective working relationships with customers, contractors, consultants, other City employees, and the general public.
- Ability to manage contracts.
- Ability to communicate technical information, both verbally and in writing, in a clear and concise manner to audiences of varying degrees of subject familiarity.

### **SPECIAL REQUIREMENTS**

- Successfully pass a modified background investigation.
- A valid driver's license is required.
- Appointees not possessing a valid Washington or Oregon State Driver's License upon hire must obtain one within currently effective statutory time limit.
- Occasional lifting of up to 25 pounds.
- Possession of Notary Public highly desirable.

#### Contacts:

- The Project Coordinator position has regular contact with a variety of contractors, consultants, engineers, architects, citizens, and County and State regulatory departments.
- Additionally, the Project Coordinator has frequent contact with other City departments, staff, and tenants located at all assigned buildings. Contact with these parties is primarily for problem identification, information sharing, and work coordination.
- Diplomacy, professionalism, and strong communication skills are required.
- Skill in gaining compliance with standards and regulations while maintaining a cooperative working relationship is required.

#### Supervision:

- This position has no supervisory duties but may coordinate with and direct support staff to ensure completion of project tasks.

Accountability:

- Project Coordinator is accountable for the efficient, effective completion of assigned tasks, and ensuring all assigned design, construction, repair, and maintenance projects performed on or in City buildings and infrastructure are performed safely and in compliance with City standards.
- Independent judgment is exercised in scheduling and coordinating activities between various parties, planning and developing projects, and negotiating schedules. Independently resolves most problems.

Working Conditions:

- The Project Coordinator usually works in an office.
- Projects require considerable concentration and attention to detail and are performed in an environment of frequent work interruptions.
- The position is subject to the stress of meeting competing demands and strict time deadlines.
- Mobility sufficient to attend various meetings and visit work and/or construction sites is necessary.

PREPARED BY	DATE	SUPERVISOR	DATE	REVIEWED BY	DATE	CITY MANAGER APPROVAL	DATE
M. Kardas	12/11/2015	S. Taylor	12/29/2015	P. Murray	12/30/2015	S. Taylor	12/30/2015