

Kelso City Council Agenda

Regular Meeting, 6:00 pm
September 6, 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**

Roll Call to Council Members:

Invocation:

Pastor Russ Jorgenson from Kelso Assembly of God

1. Approve Minutes:

1.1. August 16, 2016 – Regular Meeting

2. Public Hearing:

2.1. Revenue Sources for the City's 2017 Current Expense Budget

3. Consent Item:

4. Citizen Business:

5. Council Business:

5.1. Contract Award – North 1st Avenue Catch Basin Replacement Project

5.2. Contract Award – Tam O'Shanter Park Pavilion Restroom Project

5.3. Discussion – Southwest Washington Regional Airport Interlocal Agreement Amendment
Update

5.4. Interlocal Agreement – Master Wayfinding Signage System, City of Longview

Kelso City Council Agenda

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



- 5.5. Discussion – 2017-2018 Budget Process Review
- 5.6. Discussion – 2016 Goal and Action Plan Review

6. Action/Motion Items:

- 6.1. Ordinance, 2nd Reading
 - 6.1.1. 2015 Building Code Adoption updating KMC 15.03, Construction Administrative Code and KMC 15.04 Property Maintenance Code

Other Items:

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

Pastor Russ Jorgenson, Kelso Assembly of God Church, gave the invocation. Mayor David Futcher led the flag salute. Mayor Futcher called the Regular Meeting of the Kelso City Council to order. Councilmembers in attendance were Jim Hill, Todd McDaniel, Rick Roberson, David Futcher, Kim Lefebvre, Nancy Malone, and Larry Alexander.

Minutes: Upon motion by Councilmember Malone, seconded by Councilmember Lefebvre, 'Approve the Minutes of the 8/2/16 Regular Meeting,' motion carried, all voting yes.

PROCLAMATION:

Mayor Futcher read a proclamation recognizing 19th Legislative District Senator Dean Takko, Representative Brian Blake, and Representative J.D. Rossetti and their efforts to promote Kelso's legislative priorities throughout the 2015-2017 legislative biennium thus far. Dean Takko and Brian Blake accepted the proclamation.

PRESENTATIONS:

Kelso Police Department Sergeants: Chief of Police Andrew Hamilton announced the promotions of **Kirk Wiper and Richard Fletcher to Sergeant**. Mayor Futcher administered the oath to the officers followed by the change of badge ceremony. Chief Hamilton provided a brief overview highlighting the sergeants' history in the force.

Southwest Washington Regional Airport Update: City Manager/Interim Airport Manager Steve Taylor provided an update of the new interlocal agreement with Cowlitz County, City of Longview, and the Port of Longview. He provided an overview of the proposed budget for 2017 and an update on current capital projects. Lengthy discussion followed.

CONSENT AGENDA:

1. **Contract Closeout:** 2016 Intersection Reconstruction Project, Advanced Excavating Specialists, LLC
2. **Contract Closeout:** Citywide LED Streetlight Conversion Project
3. **Auditing of Accounts:** \$1,657,567.74

Upon motion by Councilmember Roberson, seconded by Councilmember Malone, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$1,657,567.74,' motion carried, all voting yes.

CITIZEN BUSINESS: None

COUNCIL BUSINESS:

Davis Terrace Water Association (DTWA) Water Purchase Agreement: Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, 'Approve the Water Purchase Agreement.' City Manager Taylor provided a brief history on the relationship between DTWA and the City. Motion passed, all voting yes.

Contract Award – North 12th Avenue Sewer Replacement Project: Upon motion by Councilmember Malone, seconded by Councilmember Lefebvre, 'Award the contract to Brookhart Excavation, LLC,' motion carried, all voting yes.

Washington State Business Licensing Service (BLS): Finance Director/City Clerk Brian Butterfield provided an overview of the BLS. Lengthy discussion followed. Upon motion by Councilmember Hill, seconded by Councilmember Malone, 'Instruct Staff to move forward with providing business licenses through the State.' Councilmembers Hill, McDaniel, Roberson, Futch, Lefebvre, and Malone voted yes. Councilmember Alexander voted no. Motion passed, 6 to 1.

MOTION ITEMS:

Ordinance No. (1st Reading) 2015 Building Code Adoption updating KMC 15.03, Construction, and KMC 15.04, Property Maintenance: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE 10-3734, CODIFIED AS KMC CHAPTER 15.03 and KMC CHAPTER 15.04, TO REPLACE THE VARIOUS 2012 INTERNATIONAL BUILDING CODES AND 2012 INTERNATIONAL FIRE CODE WITH THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODES AND 2015 INTERNATIONAL FIRE CODE RECENTLY ADOPTED BY THE WASHINGTON STATE BUILDING CODE COUNCIL AS SET FORTH HEREIN.' Motion passed, all voting yes.

MANAGER'S REPORT:

Steve Taylor: No report

Community Development Director/City Engineer Mike Kardas: 1) Provided an update on the West Main Revitalization Project. 2) Commented that the contracts for the Allen Street Catch Basin Replacement Project and the repair work on the intersection of 8th & Allen were recently awarded. 3) Provided a status update on the grant for the reservoir replacement project. Discussion followed.

COUNCIL REPORTS:

Larry Alexander: No report

Nancy Malone: No report

Kim Lefebvre: No report

Rick Roberson: No report

Todd McDaniel: No report

Jim Hill: 1) Spoke about neighborhood concerns regarding the Love Overwhelming Emergency Shelter. 2) Spoke about fireworks in the city.

David Futcher: Spoke about a meeting that he attended earlier in the evening with the 19th District Legislators and lobbyists.

Councilmember Hill spoke about the lodging tax request from the Babe Ruth League for the 2017 Babe Ruth World Series event at Tam O'Shanter Park. Discussion followed.

There being no further business, Mayor Futcher adjourned the meeting at 8:00 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Award Contract for:
N. 1st Ave Catch Basin Replacements
Project #601503

Agenda Item: _____

Dept. of Origin: Com Dev/Engineering

For Agenda of: September 9, 2016

PRESENTED BY:

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

Cost of Item: \$65,847.60

City Manager: Steve Taylor

AGENDA ITEM ATTACHEMENTS:

Bid Tabulation

SUMMARY STATEMENT:

The project consists of: the removal of three catch basins, approximately 55 linear feet of curb, and 45 linear feet of storm pipe; and the installation of two catch basins and two storm drain manholes, approximately 90 linear feet of curb and gutter, 15feet linear feet of 8- inch and 50 linear feet of 12-inch diameter storm pipe, tie-in to existing storm drain pipes, 20 SY of 6-inch thick driveway, 20 SY of 4-inch thick sidewalk; and pavement repair.

Three bids were received for this project ranging from a high bid of \$94,424.40 to the low bid of \$65,847.60. Clark and Sons Excavating, Inc. submitted the qualified low bid of \$65,847.60.

FINANCIAL SUMMARY:

This project is funded by the Drainage Capital Reserve Fund and the qualified low bid is \$5,205.60 above the Engineer's Estimate of \$60,642.00.

RECOMMENDED ACTION:

Staff recommends that the City Council award the project to the lowest qualified bidder, Clark and Sons Excavating, Inc, in the amount of \$65,847.60.

BID TABULATION
N. 1st Ave Catch Basin Replacements
 Project #601503
 August 31, 2016 10:00 am



Item No.	Spec	Description	Quantity	Unit	ENGINEER'S ESTIMATE		Clark and Sons Excavating, Inc.		Barcott Construction		AES	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1-05	Construction Surveying	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 3,800.00	\$ 3,800.00
2	1-09	Mobilization	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 7,100.00	\$ 7,100.00
3	1-10	Temporary Traffic Control	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,250.00	\$ 10,250.00
4	2-02	Removal of Structures and Obstructions	1	L.S.	\$ 8,500.00	\$ 8,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,300.00	\$ 10,300.00
5	4-04	Crushed Surfacing Base Course	70	TON	\$ 30.00	\$ 2,100.00	\$ 38.00	\$ 2,660.00	\$ 84.00	\$ 5,880.00	\$ 80.00	\$ 5,600.00
6	4-04	Crushed Surfacing Top Course	60	TON	\$ 30.00	\$ 1,800.00	\$ 41.00	\$ 2,460.00	\$ 84.00	\$ 5,040.00	\$ 85.00	\$ 5,100.00
7	5-04	HMA Class ⅞ I PG 64-22	20	TON	\$ 125.00	\$ 2,500.00	\$ 176.00	\$ 3,520.00	\$ 350.00	\$ 7,000.00	\$ 275.00	\$ 5,500.00
8	7-04	Corrugated Polyethylene Storm Sewer Pipe, 8-inch Diam	15	L.F.	\$ 80.00	\$ 1,200.00	\$ 105.00	\$ 1,575.00	\$ 248.00	\$ 3,720.00	\$ 140.00	\$ 2,100.00
9	7-04	Corrugated Polyethylene Storm Sewer Pipe, 12-inch Diam	50	L.F.	\$ 75.00	\$ 3,750.00	\$ 112.00	\$ 5,600.00	\$ 96.00	\$ 4,800.00	\$ 110.00	\$ 5,500.00
10	7-05	Catch Basin, Type 1	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,100.00	\$ 4,200.00
11	7-05	SDMH, 48-inch Diam.	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,300.00	\$ 4,600.00	\$ 3,100.00	\$ 6,200.00	\$ 4,500.00	\$ 9,000.00
12	7-05	Connection to Existing Pipe	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 445.00	\$ 1,335.00	\$ 500.00	\$ 1,500.00	\$ 1,200.00	\$ 3,600.00
13	7-08	Shoring or Extra Excavation	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 3,300.00	\$ 3,300.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
14	7-12	Remove and Replace Water Valve Can	1	EA	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	\$ 1,200.00	\$ 1,200.00	\$ 350.00	\$ 350.00
15	8-01	Temporary Erosion and Sediment Control	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,800.00	\$ 2,800.00
16	8-04	Cement Conc. Traffic Curb and Gutter	90	L.F.	\$ 60.00	\$ 5,400.00	\$ 40.00	\$ 3,600.00	\$ 70.00	\$ 6,300.00	\$ 61.00	\$ 5,490.00
17	8-06	Cement Concrete Driveway Entrance	20	SY	\$ 100.00	\$ 2,000.00	\$ 221.00	\$ 4,420.00	\$ 110.00	\$ 2,200.00	\$ 171.00	\$ 3,420.00
18	8-14	Cement Concrete Sidewalk	20	SY	\$ 70.00	\$ 1,400.00	\$ 190.00	\$ 3,800.00	\$ 85.00	\$ 1,700.00	\$ 156.00	\$ 3,120.00
BID SUB TOTAL:						\$ 56,150.00		\$ 60,970.00		\$ 66,340.00		\$ 87,430.00
SALES TAX:						\$ 4,492.00		\$ 4,877.60		\$ 5,307.20		\$ 6,994.40
BID TOTAL:						\$ 60,642.00		\$ 65,847.60		\$ 71,647.20		\$ 94,424.40

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AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Tam O'Shanter Pavilion Restroom Project CMU
Wall Construction

Agenda Item: _____

Dept. of Origin: Community Development/Eng

For Agenda of: September 6, 2016

Cost of Item: \$70,861.68

City Manager: Steve Taylor

PRESENTED BY:

Mike Kardas, Comm. Dev. Director/City Engineer

AGENDA ITEM ATTACHMENTS:

Copies of Bid Responses

SUMMARY STATEMENT:

The Tam O'Shanter Pavilion/Restroom Project was originally presented to the City in 2014 by volunteers who planned to donate materials and labor to increase the number of restrooms at the park and accommodate the significant number of athletic and festival-related visitors. Significant donations of labor and material have been provided to date; however, it is necessary at this time for the City to take over the restroom phase of the project to ensure its completion. The 2016 budget currently has \$40,000 available for parks capital projects, and Kelso Rotary has donated \$10,000 to the South Kelso Neighborhood Association to be used for the project. The City will be requesting \$25,000 in 2016 Lodging Tax monies to pay for the remainder of this restroom phase. The LTAC will meet later this month, and the Council is expected to vote on LTAC allocation recommendations at the September 20th regular meeting. Staff is requesting Council's approval of the bid to complete the restroom phase of the project now rather than delay an additional two weeks.

Bids were opened on August 26th for contract work to install the concrete masonry walls for the new pavilion restroom at Tam O'Shanter Park. Three bids were received ranging from a high of \$73,600.72 to a low amount of \$70,681.68.

Upon review of the bids Pacific Tech Construction of Kelso submitted the lowest responsive bid at \$70,681.68 including sales tax.

FINANCIAL SUMMARY:

\$70,681.68 – approximately \$15,000 would come from Tam O'Shanter park fund; \$25,000 from Parks and Recreation Fund; \$10,000 from Kelso Rotary/SKNA donation; \$25,000 from Lodging Tax Fund if recommended by LTAC and approved by Council. In the event LTAC funds are not used, staff proposes making up the difference from the General Fund.

RECOMMENDED ACTION:

Move to award bid to Pacific Tech Construction in the amount of \$70,681.68 for the construction of the Tam O'Shanter restroom/pavilion project and authorize the city manager to execute necessary contract documents.

BID TABULATION
Tam O Shanter Restroom CMU Walls
Project #791601
August 26, 2016 10:00 am



Item No.	Spec	Description	Quantity	Unit	ENGINEER'S ESTIMATE		Pacific Tech Construction		JH Kelley		Mountain View Commercial Contracting, LLC	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1		Floor Slab and CMU Walls	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 65,446.00	\$ 65,446.00	\$ 67,777.00	\$ 67,777.00	\$ 68,148.82	\$ 68,148.82
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BID SUB TOTAL:					\$ 60,000.00	\$ 60,000.00	\$ 65,446.00	\$ 65,446.00	\$ 67,777.00	\$ 67,777.00	\$ 68,148.82	\$ 68,148.82
8 % SALES TAX:					\$ 4,800.00	\$ 4,800.00	\$ 5,235.68	\$ 5,235.68	\$ 5,422.16	\$ 5,422.16	\$ 5,451.91	\$ 5,451.91
BID TOTAL:					\$ 64,800.00	\$ 64,800.00	\$ 70,681.68	\$ 70,681.68	\$ 73,199.16	\$ 73,199.16	\$ 73,600.73	\$ 73,600.73

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

SUBJECT TITLE: SW Washington Regional
Airport Authority Interlocal Agreement

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ September 6, 2016 _____

Originator: _____ Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

Port of Longview letter of August 24th, 2016 re: SWRA Interlocal Agreement

Summary Statement:

The City Manager will provide an update on the renewal of the interlocal agreement that established the SW Washington Regional Airport Authority.



August 24, 2016

Steve Taylor, Airport Manager
c/o City Manager's Office
City of Kelso
PO Box 819
Kelso, WA 98626

Re: Interlocal Agreement

Dear Mr. Taylor,

Yesterday, the Port of Longview's Board of Commissioners ("Board") met during a Special Session meeting to discuss the Southwest Washington Regional Airport's ("SWRA") proposed revisions to the current interlocal agreement ("ILA"). The Board decided that it will not be rescinding its earlier action to terminate further involvement in the current ILA. Further, the Board concluded that in order to continue its participation in the airport ILA, it would require the following:

- 1) A new two-year fixed term ILA that does not include an annual renewal clause. The new ILA commences on or immediately after the expiration date of the current agreement.
- 2) The new SWRA board should consist of one elected representative from each of the four participating municipal corporations, and should eliminate the current at-large position.
- 3) The base contribution for both 2017 and 2018 should be \$65,000, and be approved by no less than a three to 1 vote of the four municipal corporations participating in the ILA.
- 4) The SWRA strategic plan should be commenced and completed in 2017.

Sincerely,

PORT OF LONGVIEW

Norman Krehbiel
Interim Chief Executive Officer
NK:rj

PORTOFLONGVIEW.COM

T. 360-425-3305
F. 360-425-8650

10 PORT WAY
LONGVIEW, WASHINGTON 98632

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Master Wayfinding Signage System – Interlocal Agreement with City of Longview

Agenda Item: _____

Dept. of Origin: _____ City Manager's Office

For Agenda of: _____ September 6, 2016

Cost of Item: _____ \$22,100

City Manager: _____ Steve Taylor

PRESENTED BY:

Steve Taylor, City Manager

AGENDA ITEM ATTACHMENTS:

Interlocal Agreement with Longview for Creation of Master Wayfinding Signage System
Beckwith Consulting Kelso/Longview Wayfinding Project Scope of Services

SUMMARY STATEMENT:

The City Council approved \$20,000 in Lodging Tax funds in the 2016 to participate in the design of a master wayfinding signage system with the City of Longview. Both Longview and Kelso are planning to use their "Big Idea" tourism funds to establish a program and purchase/install wayfinding infrastructure throughout both cities. Longview has taken the lead to evaluate and select a wayfinding system consultant (Beckwith Consulting) who will work jointly with both cities to create a program that provides the consistency in design most helpful to visitors while maintaining the individual identities of Kelso and Longview. The goal of this program is to facilitate visitors' abilities to access commercial and public services and amenities as well as better define the City's districts and retail centers.

The attached interlocal agreement contains the proposed cost sharing arrangement that has been reviewed by both Kelso and Longview management. The consultant's proposed cost is \$50,000. (Tasks 1 through 8 of the Scope of Services are to be shared equally, and Tasks 9 through 12 are to be split 1/3 to Kelso and 2/3 to Longview) Kelso's estimated total cost is \$22,100 unless the Council chooses to pay for enhanced planning/design services as the process unfolds.

A project task force that would include up to two councilmembers from each entity, staff members and citizens (not to exceed 20 people in total) will be formed in September and the initial kickoff meeting is in the process of being scheduled. The program is proposed to be delivered after 12 weeks from commencement. Councilmembers Rick Roberson and Nancy Malone have volunteered to serve as Kelso's elected representatives to the task force.

Once the plan is delivered, the City will use its \$67,000 in Big Idea funds plus additional funding under consideration by the Lodging Tax Advisory Committee to begin building out the wayfinding signage system in 2017.

FINANCIAL SUMMARY:

\$22,100 - \$20,000 is earmarked from the Lodging Tax Fund; the remainder can be paid through the General Fund or an additional allocation from the Lodging Tax Fund if the City applies.

RECOMMENDED ACTION:

Move to authorize the City Manager to enter into the interlocal agreement with the City of Longview to pay for costs associated with the design of a master wayfinding signage system.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF LONGVIEW & KELSO, WASHINGTON
RELATING TO CREATION OF A MASTER WAYFINDING SIGNAGE SYSTEM

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into between the CITY OF LONGVIEW, hereinafter "Longview", and the CITY OF KELSO, hereinafter "Kelso".

WHEREAS, Kelso and Longview are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Creation and implementation of a Master Wayfinding System (MWS) will benefit citizens of Longview and Kelso, and citizens visiting each of our communities; and

WHEREAS, There are benefits and efficiencies that can result from a cooperative effort on the part of Longview and Kelso to create a MWS for both communities; and

WHEREAS, Kelso desires Longview to assume lead status in managing the MWS creation process and Longview has agreed to assume lead status for the MWS creation process; and

NOW THEREFORE, it is agreed by and between Longview and Kelso hereto as follows:

1. Longview and Kelso agree to collaborate with each other to develop a Master Wayfinding System (MWS) within the cities of Longview and Kelso.
2. Longview and Kelso agree to share costs to develop the MWS as follows:
 - Costs associated with tasks 1-8 within the proposed scope of work will be shared equally by Longview and Kelso with a not-to-exceed amount of \$32,350.
 - Costs associated with tasks 9-12 within the proposed scope of work will be shared at a ratio of one-third Kelso and two-thirds Longview with a not-to-exceed amount of \$17,650.
 - The total not-to-exceed cost of the collaborative MWS project is \$50,000.
3. Kelso authorizes the Longview City Manager to enter into a contractual agreement with the agreed upon consultant for the MWS project.
4. Longview and Kelso agree to create a MWS Task Force comprised of the Project Longview Committee, up to two representatives from Longview City Council, up to two

representatives from Kelso City Council, staff appointed by Longview and Kelso City Managers as deemed necessary and stakeholders from the Longview and Kelso communities. The MWS Taskforce shall not exceed 20 persons in size.

5. No separate legal or administrative entity is intended to be created by this Agreement. The administration of the terms of this Agreement shall be jointly and cooperatively undertaken by the Parties hereto.
6. Payment to Longview. In consideration of this Agreement and the services provided, Kelso shall remit to Longview payments for services rendered by the consultant each month within thirty (30) days of receipt of the billing statement from Longview.

6.1 Billing Statement. Longview shall submit a monthly statement to Kelso that shall contain the following:

- a. Statement of tasks accomplished as outlined in the final Scope of Work
- b. Copy of invoiced billing by the consultant

6.2 Billing Statement Dispute. In the event that there is a dispute regarding the amount of money owed by Kelso to Longview, staff shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the Cowlitz County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute.

7. 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 Kelso shall remain the property of Kelso, and any property owned by Longview shall remain the property of Longview.
8. Indemnification and Hold Harmless. Longview agrees to defend, indemnify, and hold harmless Kelso, 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 Longview 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 Longview 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 interlocal Agreement is not enforceable.

Kelso agrees to defend, indemnify, and hold harmless Longview 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 Kelso 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 Kelso 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 interlocal Agreement is not enforceable.

9. Miscellaneous.

9.1. 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.

9.2. 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.

9.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. 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.

9.4. 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.

9.5. 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.

9.6. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior

communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

9.7. 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.

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

9.9. 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 if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

Dated: _____

Dated: _____

City of Longview

City of Kelso

By: _____

By: _____

City Manager

City Manager

Attest: _____

Attest: _____

City Clerk

City Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney

EXHIBIT A – Proposed Scope of Work
Attached



Longview-Kelso
Proposed Scope of Work for
Master Wayfinding Signage
(MWS) System



Beckwith Consulting Group
6 July 2016





BECKWITH

Beckwith Consulting Group
Planning/Design/Development Services
PO Box 704, LaConner, Washington 98257
beckwith@beckwithconsult.com
www.beckwithconsult.com
360-466-3536

6 July 2016

John Brickey, Director
Community & Economic Development Department
City of Longview
PO Box 128, 1525 Broadway
Longview, WA 98632

Regarding: Proposed Scope of Work for Kelso and Longview Master Wayfinding Signage (MWS) System

Dear John:

Please consider the following as you review our submittal:

- **Our inclusive outreach** - involves your key stakeholders including the Longview Downtown Partnership, Kelso Downtown Revitalization Association, Kelso-Longview Chamber of Commerce, Cowlitz County Tourism, Port of Longview, RiverCities Transit, Lower Columbia College, St John Medical Center, and others to ensure consensus and their willing participation in your branding, logo, and signage process.
- **Our holistic approach** - integrates vehicular, transit, bicycle, and pedestrian gateway and wayfinding signage on your major traffic corridors including I-5, US-30, SR-4/Ocean Beach Highway, SR-411, SR-432, and SR-433 with your major destinations including Cowlitz County Conference Center/Fairgrounds, Lower Columbia College, St John Medical Center, Southwest Washington Regional Airport, Triangle Center Mall, Twin City Center Mall, Three Rivers Mall, Tam O-Shanter Park, RA Long Park, and Lake Sacajawea Park, among others - as well as applications in social and print media.
- **Our scope of work** - can be completed within 12 weeks for a design budget of \$50,000 including a contingency reserve.
- **Our availability** - begins immediately and continues full-time until your branding, logo, gateway, and wayfinding designs and social and print media applications are resolved, approved, manufactured, installed, and authorized.
- **Our quality control** - is paramount as it has been on all of our projects with a 100% record of being within budget, on time, and of exceptional quality.

In conclusion, we are most interested in your master wayfinding signage project and would like the opportunity of reviewing our approach in more detail with you.

Sincerely,

Tom Beckwith FAICP, Principal

Our schedule and budget

Task	Team Leader/Planner - Tom Beckwith FAICP							prof hours	labor cost	material cost	total cost
	1	2	3	4	5	6	7				
1 Conduct retreat w/Task Force	X	X					8	\$1,200	\$250	\$1,450	
Assess existing conditions											
2 Inventory/assess visual images	X	X	X	X			32	\$4,800	\$0	\$4,800	
3 Inventory/assess signage conditions	X	X	X	X			24	\$3,600	\$500	\$4,100	
4 Review assessments w/Task Force	X						16	\$2,400	\$250	\$2,650	
Create alternative concept families											
5 Create alternative concepts	X	X	X	X			72	\$10,800	\$0	\$10,800	
6 Review w/Task Force/Councils/public	X						16	\$2,400	\$500	\$2,900	
7 Refine preferred concept	X	X	X	X			24	\$3,600	\$0	\$3,600	
8 Validate final costs/methods w/Councils	X						12	\$1,800	\$250	\$2,050	
Develop style guides and specifications											
9 Develop style guides/specifications/costs	X	X	X	X			56	\$8,400	\$0	\$8,400	
10 Review costs/schedules w/Task Force	X						24	\$3,600	\$250	\$3,850	
11 Refine guides/costs/methods/phasing	X	X	X	X			16	\$2,400	\$0	\$2,400	
12 Validate costs/methods w/Councils	X						12	\$1,800	\$250	\$2,050	
Implement wayfinding											
13 Construct/bid/install signage elements	X	X	X	X			312	\$46,800	\$2,250	\$49,050	
Subtotal								312	\$46,800	\$2,250	\$49,050
Contingency								2%			\$950
Project budget											\$50,000

Tasks of work

Following is a brief description of the tasks of work outlined in the gantt chart on the preceding page.

Start process

1: Conduct workshop with Task Force

We will conduct a workshop with you, your Task Force, Longview and Kelso City Councils, and other key stakeholder representatives you deem appropriate to review and strategize about:

- **Vision** - concerning the context, scope, and particulars of your Longview and Kelso master wayfinding signage systems and related social and printed media application potentials,
- **Assessment** - of the electronic, print, signage, streetscape, and other visual and theme elements that have been used to date by Longview, Kelso, Longview Downtown Partnership, Kelso Downtown Revitalization Association, Kelso-Longview Chamber of Commerce, Cowlitz County Tourism, Port of Longview, RiverCities Transit, WSDOT, and others in light of the vision statement above,
- **Identify who and how to involve** - key stakeholders including Cowlitz County Conference Center/Fairgrounds, Lower Columbia College, St John Medical Center, Southwest Washington Regional Airport, private business and property owners including Triangle Center Mall, Twin City Center Mall, Three Rivers Mall, and the general public in the wayfinding process.

Review scope/issues with City Councils - based on the results of the workshop, we will review any possible or appropriate adjustments to the scope, tasks, schedules, products, and other particulars during workshop sessions with your Longview and Kelso City Councils.

Your City Councils will review implications and decide on any scope of work adjustments appropriate.

Assess existing conditions

2: Inventory/assess existing visual images

We will assemble and assess all promotional, marketing, and other visual taglines, logos, and themes currently being used including:

- **Longview and Kelso city elements** - on electronic websites, printed letterheads, brochures, advertisements, signage for parks, trails, parking lots, and city buildings.
- **Longview Downtown Partnership and Kelso Downtown Revitalization Association elements** - on streetscape banners, gateway signage, streetscape furnishings, artworks, and other visual identifications.
- **Kelso-Longview Chamber of Commerce elements** - on electronic websites, printed letterheads, brochures, flyers, and other promotions and advertisements.
- **Other public and private elements** - including Port of Longview, Southwest Washington Regional Airport, Cowlitz County Conference Center/Fairgrounds, RiverCities Transit, and other promotional electronic, printed, or signage elements.

We will assemble and visually compare the different market and graphic elements being promoted by each stakeholder group to determine the composite mental and visual impacts being created under existing promotional conditions.

3: Inventory/assess existing signage conditions

We will assemble and assess an inventory of all current information, directional, advertising, and other signage elements within the public right-of-way including:

- **Longview and Kelso city signs** - including street identification, traffic directional, airport directional, parking lots, on-street parking, loading, and pickup area restriction and informational signage, trail, bikeway, and pedestrian informational and directional signage, streetscape banners, furnishings, artworks, and other enhancements.
- **Cowlitz County signs** - including roadway identification, RiverCities transit and informational signage, shelters, vehicles, and other streetscape enhancements.
- **Washington State signs** - including highway identification, traffic directional, destinations directional or wayfinding.
- **Other public and private destinations** - such as the Port of Longview, Southwest Washington Regional Airport, Cowlitz County

Conference Center/Fairgrounds, Lower Columbia College, St John Medical Center, private business and property owners including Triangle Center Mall, Twin City Center Mall, Three Rivers Mall destination directional, traffic directional, site identification, and parking signage.

- **Other private advertising** - including sandwich signs, banners, free-standing pole or pedestal, and other advertising or informational signage located within or directly adjacent to the public right-of-way and thereby the wayfinding visual corridors.

We will create a series of map and photomontages that display the results of the signage inventory for major destinations and corridors.

4: Review inventory/assessments with Task Force

We will review the results of the signage and visual image inventories with you and your Task Force during a series of workshop review sessions.

Your workshop participants will review the implications, and with our help, define promotional contents and design objectives for the creation of a holistic and comprehensive system of social and print media promotional images and wayfinding signage systems to be achieved by all participating public and private parties.

Create alternative concepts

5: Create alternative concepts

We will develop the elements of a holistic and comprehensive social and print media promotional imagery and wayfinding signage system that include:

- **Social media** - including splash page logos and electronic banners, drop down menus, maps and calendar schedules, and other social media graphics to be accessed from your webpages, facebook, and other applications.
- **Print media** - including advertising blocks and banners, borders and logos, and other print graphics usable to be used in print advertising and promotions.
- **Wayfinding destination** - signage design concepts that identify activities, public facilities, destinations, landmarks, and other

places to be directed to from city streets, county roads, and state highways that support and reinforce the Longview and Kelso brands and images.

- **Vehicle and transit** - signage design concepts that identify traffic, parking, and other roadway information for on and off-street parking, loading, pickup, and routing directions that support and reinforce the promotional objectives and destination directions.

- **Trail, bikeway, and pedestrian** - signage design concepts that identify trail, bikeway, and walking routes, landmark and activity information, public comforts and amenities, public and private destinations on trails, bikeways, and walkways that support and reinforce the promotional objectives and destination directions.

- **Streetscape furnishings** - signage, banners, artworks, or other furnishing elements to be used on major entry, parkway, or main street corridors that support and reinforce the promotional objectives and establish a sense of place.

- **Historical signage** - site and building plaques, walking tour maps and directories, mobile apps that identify and interpret historical, cultural, and architectural destination landmarks and events.

- **Special events** - temporary or changeable special event or marketing signage for festivals and other celebrations including the Go-Fourth Independence Day, Highlander Scottish & Celtic Festival, Squirrel Fest, International Festival, Cowlitz County Fair & Rodeo, and others.

Wayfinding destinations

Depending on the results of the inventories in task 3 and your assessments in task 4, we will identify wayfinding signage including signage locations, routings, and destination information for the following:

- **Longview downtown district and city landmarks** - Longview Historic Downtown District including walking tour and building plaques for Columbia River Mercantile Building, Washington G&E Building, Henry Building, Oversby Building, Longview Theater, JC Penny Building, Pacific Telegraph & Telephone Building, Columbia Theatre, Rickles Building, FW Woolworth Building, Colonial Building, Val-Gay Building, Korten Building, Willard Building, Chief Lelooska's Totem Pole, Bower's Building, Lumberman's Bank-Big Four Building, Title

Buidling, Schumann Building, Stratford Building, Pounder Building - Longview Civic Circle, Monticello Hotel, Weyerhaeuser Centennial Bridge, Berwind-Purcell House, First Christian Church, Robert Alexander Long High School, Longview Community Church, Longview Community Church St Helen's Addition, Longview Community Store, Longview Women's Clubhouse, JD Tennant House, US Post Office Longview,

▪ **Kelso downtown district and city**

landmarks - Kelso Historic Downtown District including walking tour and building plaques for Kelso (BNSF) Train Depot, US Post Office Kelso - Adam Catlin House, Nat Smith House,

▪ **Longview public facilities** - City Hall, Police Station, Library, Cowlitz County District Court, Longview Post Office, Kaiser Permanente Hospital, Port of Longview Offices, Cowlitz Indian Tribal Offices, Cowlitz PUD,

▪ **Kelso public facilities** - Kelso Visitor Center, Cowlitz County Museum, City Hall, Police Station, Library, Cowlitz County Building, DSHS Social & Health Services, US Post Office,

▪ **Longview sites and facilities** - Cowlitz County Conference Center/Fairgrounds, Lower Columbia College, St John Medical Center, Triangle Center Mall, Twin City Center Mall, Elks Building, Woman's Club Building, McClelland Center, Caitlin Center, Square Dance Building, Senior Center, YMCA,

▪ **Kelso sites and facilities** - Southwest Washington Regional Airport, Three Rivers Mall, Three Rivers Golf Course, Red Lion Hotel & Conference Center,

▪ **Longview schools** - Columbia Heights ES, Columbia Valley Gardens ES, Kessler ES, Mint Valley ES, Northlake ES, Olympic ES, Robert Gray ES, St Helens ES, Cascade MS, Monticello MS, Mt Solo MS, Discovery HS, Mark Morris HS, Robert A Long HS, Broadway Learning Center,

▪ **Kelso schools** - Barnes ES, Beacon Hill ES, Butler Acres ES, Carrolls ES, Catlin ES, Rose Valley ES, Wallace ES, Coweeman MS, Huntington MS, Kelso HS, Loowit HS,

▪ **Longview parks and trails** - Archie Anderson Park, Bailery Park, Cloney Park, Gerhart Gardens Park, John Null Park, Kellog Park, Lake Sacajawea Park, Mark Hoehne Park, Mint Valley Golf & Racquet, RA Long Park, Rotary Park, Roy Morse Park, Seventh Avenue Park, Vandercook Park, Victoria Freeman Park, Windemere Park, Wake Robin Nature Preserve, Community Gardens, Recreation Center,

▪ **Kelso parks and trails** - Tam O'Shanter Park, Catlin Hall, Catlin Spray Park, Rotary Park, Manasco Park, Scot Hollows Park, Kelso Commons, Kiwanis Park, Triangle Park, Cowlitz River Overlook, Peter Crawford Home Site, Rhododendron Gardens, Cowlitz River Trail, Coweeman River Trail, Camilla Summers Riverfront Park, Harts Lake Recreational Area, Aldercrest Open Space, Mill Street Riverfront Park.

6: Review concepts with Task Force, City Councils, stakeholders, and public

We will review the wayfinding signage elements and social and print media applications with you, your Task Force, and City Councils during a series of workshop review sessions. Your workshop participants will determine which concepts are vetted with stakeholders and the public at large.

▪ **Display concepts on city websites** - we will post the concepts on your Longview and Kelso city websites and in your city newsletters for review and comment by the public.

▪ **Conduct open house on alternative concepts** - we will conduct public open houses in Longview and Kelso to review and critique the concepts with interested public and private downtown organizations, property owners, merchants, and the public.

Following the websites, newsletters, and open house reviews - you, your Task Force, and City Councils will select a preferred concept for us to refine.

7: Refine preferred concept

Based on the results of task 6, we will refine your preferred concept to reflect the critiques, suggestions, and other comments you, your Task Force, and City Councils endorse.

We will also program and evaluate the following fabrication and installation, phasing, and funding particulars:

▪ **In-house production** - including estimated materials, labor, and other indirect costs associated with producing different signage elements by Longview and Kelso Public Works staffs - and the resulting impact on quality as well as other Public Works staff workloads.

- **Contract production** - including estimated bidding and production costs, oversight requirements, and sign maintenance and replacement issues if the initial or all sign elements are produced by contract bid and construction with installation by your Longview and Kelso Public Works staffs.
- **Phasing sequences** - that reflect overall strategies that produce the most immediate and long lasting impact whether signage elements are in-house or contract produced.
- **Funding strategies** - including the possible mixture of city funds with Longview Downtown Partnership, Kelso Downtown Revitalization Association, Kelso-Longview Chamber of Commerce, Cowlitz County Tourism, Port of Longview, or other public, nonprofit, or private organization.
- **Sign ordinance** - revisions, if appropriate, to control current advertising signage abuse or intrusions into your visual wayfinding roadway corridors.

8: Validate final concepts/costs/production methods with City Councils

We will review the concept design refinements, production, cost, phasing, funding, and sign or other ordinance options with you, your Task Force, and City Councils during a series of workshop review sessions.

Your workshop participants will review and validate design refinements, production, cost, phasing, funding, sign ordinance, and any other particulars necessary to implement your master promotion and wayfinding systems.

Develop style guides/specifications

9: Develop style guides and specifications

Based on the results of task 8, we will develop style guides and specifications necessary to produce the wayfinding elements with in-house or by contract production methods.

We will provide art direction, design and layout, copywriting, production management, and mechanical production services. Where necessary, we will also provide photography, illustrations, printing, production, and media planning services.

Depending on your decisions in task 8, we may produce final style guides and specifications for the following elements:

- **Social media** - including splash page logos and electronic banners, drop down menus, maps and calendar schedules, and other social media accessed from your webpages, facebook, and other applications.
- **Print media** - including advertising blocks and banners, borders and logos, and other print graphics usable in print advertising and promotions.
- **Maps** - that may be reproduced on websites, in advertisements, brochures, and on street kiosks.
- **Roadway signage** - that may be installed on city streets, county roads, and state highways.
- **Vehicle and transit signage** - that may be installed at RiverCities Transit bus stops, shelters, and downtown kiosks, at city parking lots, and on-street curbside parking, loading, and pickup zones.
- **Trail, bikeway, and pedestrian signage** - that may be installed along off-road trails, on-road bikeways, and in major downtown pedestrian walkways, corridors, and crossings.
- **Streetscape furnishings** - including signage, banners, or other furnishing elements that may be installed on light standards, gateway signage or artwork elements at people activity places.
- **Special event signage** - including overhead and street light pole banners and flags, changeable message boards or menus, posters, sandwich boards, and other temporary signage to support and direct special events and promote activities.

10: Review style guides and specifications

We will review the style guides and specifications with you, your Task Force, and City Councils during a series of workshop review sessions.

Your workshop participants will review and make any adjustments in contents or production assumptions appropriate.

11: Refine guides, costs, production methods, staging, funding, etc.

Based on the results of task 10, we will make any final adjustments to the style guides or specifications, production methods or contract bidding documents, phasing or funding strategies necessary to begin fabrication and installation tasks, and authorize social and print

media reproductions in advertising and promotions.

12: Validate final implementation particulars with City Councils

We will review final style guides and specifications, production methods or contract bidding proposals, phasing and funding strategies with your City Councils during a workshop review session.

Your Longview and Kelso City Councils will review and validate final particulars necessary to begin fabrication and installation tasks, and

authorize social and print media reproductions in advertising and promotions.

Implement wayfinding

13: Construct/bid/install signage elements

Based on the results of task 12, we will provide and/or assist you and your Longview and Kelso city staffs with necessary production, bid review and award, and all installation particulars necessary to begin fabrication and installation of the approved master promotional and wayfinding signage elements, and social and print media advertising and promotions.

AGENDA SUMMARY SHEET

AGENDA ITEM: Discussion for
2017-2018 Budget Process Review

SUBMITTED BY: Brian Butterfield,
Finance Director

AGENDA ITEM # _____

FOR AGENDA OF: 9/6/2016

ORIGINATING DEPT: Finance

DATE SUBMITTED: 9/2/2016

COST OF ITEM: _____

AMT. BUDGETED _____

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

Budget Calendar for Cities and Towns

SUMMARY STATEMENT

Municipal Research and Services Center publishes annual Budget Suggestions which provide the annual process requirements for cities.

Staff will provide an overview of the upcoming budget calendar.

2017 Budget Calendar for Cities and Towns

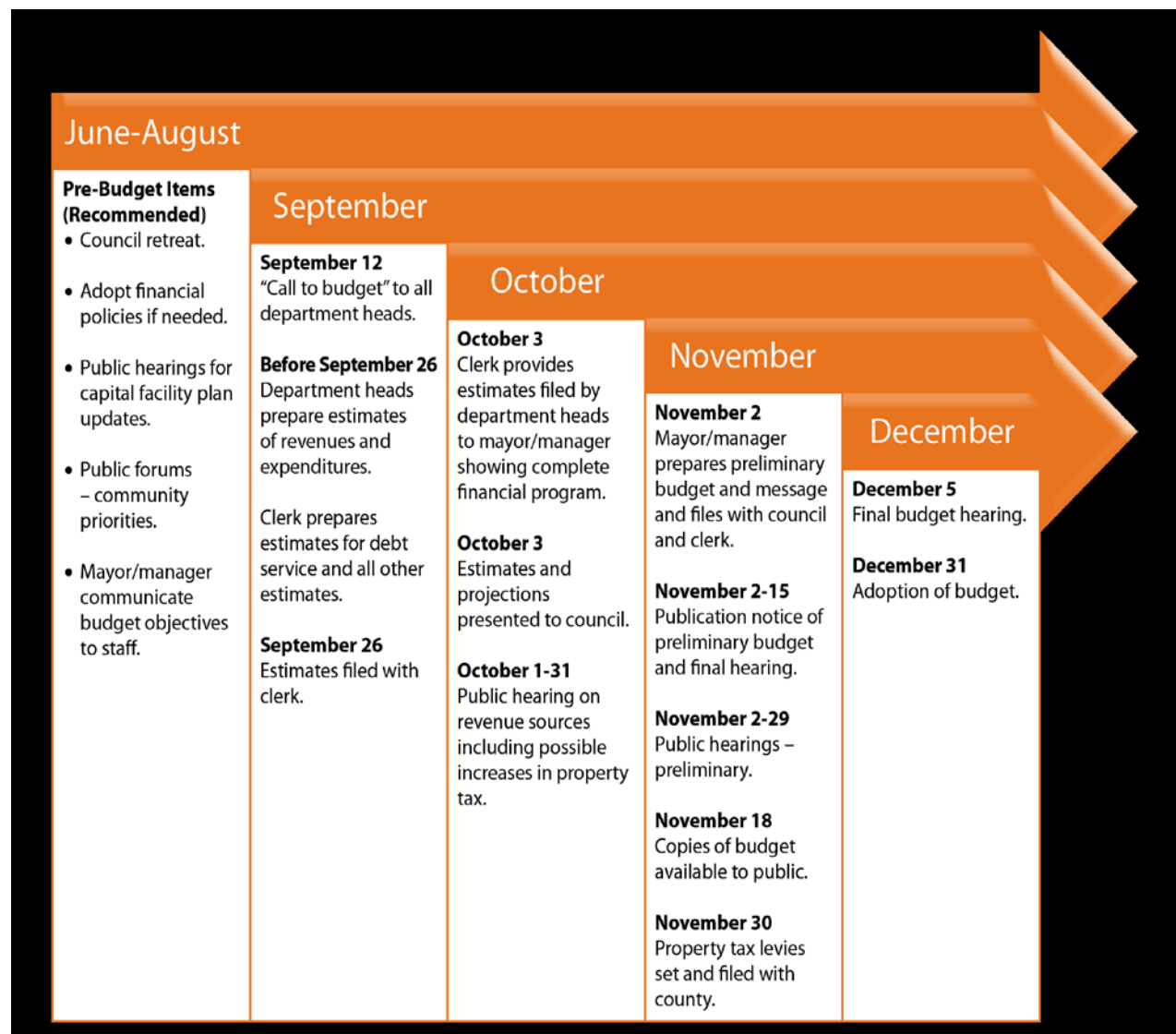
The annual budget process requirements for cities and towns are listed in [chapter 35.33 RCW](#) and for code cities in [chapter 35A.33 RCW](#).

This calendar provides the statutory deadlines for each of the budget preparation steps.

Throughout [chapter 35.33 RCW](#) and [35A.33](#) the statutes read “on or before” or “at least ___ days before”, therefore pursuant to budget law, these budget steps can be taken before the dates listed on the calendar. Pre-budget items have been included as recommendation only and are not part of the budget statutory requirements.

We recommend that each city and town develop a time line that best meets their needs, assures compliance with the statutes, and provides sufficient time to prepare this vital financial plan.

A detailed explanation of the budget preparation requirements, deadlines, and procedural tips are provided on the MRSC webpage: [Budget Preparation Procedures for Cities and Towns](#).



AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: 2016 Budget Goals and
Actions Update

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ September 6, 2016 _____

Originator: _____ Steve Taylor _____

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:
Steve Taylor, City Manager

SUMMARY STATEMENT:

City Manager, Steve Taylor, will give an update as to where we are in the progress of our 2016 Budget Goals and Actions to date.



2016 Budget Goals & Actions Plan

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

- **Action:** Advocate for state funding to complete the final phase of the West Main St. Realignment Project and to advance environmental clearance for the S. Kelso Grade Separation Project.
- **Action:** Deliver 2016 Capital Improvement Program that emphasizes investments in pavement preservation, water distribution and sewer collection infrastructure, and streetscape improvements.
- **Action:** Conduct parks and recreation needs assessment and master plan to identify and delineate future priority investments.
- **Action:** Apply to Safe Routes to Schools Grant Program to fund S. Kelso/Wallace Elementary sidewalk program.
- **Action:** Consider proposals for sustainable funding options for street maintenance and preservation.
- **Action:** Prepare options for restricting on-street parking in residential zones without adequate road width.

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

- **Action:** Consider and adopt the complete update of the City's Development Code and Stormwater Management Low Impact Development regulations.
- **Action:** Continue implementation of the Kelso NICER (Neighborhood Improvement & Community/Economic Revitalization) Program emphasizing enhanced nuisance and condemned housing abatement efforts.
- **Action:** Consider the annexation of S. Kelso unincorporated pockets.
- **Action:** Develop proposals for city wayfinding program in concert with Longview.
- **Action:** Update Downtown Façade Improvement Program and promote participation with eligible businesses.

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

- **Action:** Present 5-6 year Financial Forecast and draft corresponding department business plans.
- **Action:** Negotiate franchise agreements with Public Utility District.

- **Action:** Establish formal recruitment and employee onboarding program that develops and retains effective staffing in the face of retirements.
- **Action:** Invest in administrative support information systems and public records retention/disposition services.
- **Action:** Develop and implement formal risk management program and overhaul the City's general policy manual.
- **Action:** Evaluate feasibility of public safety service enhancements (Traffic unit; community policing; targeted enforcement).
- **Action:** Research and evaluate adequate and sustainable funding sources for criminal justice/public safety functions.

Goal: *Provide proactive and visionary regional leadership.*

- **Action:** Continue regional outreach and participation to enhance partnership opportunities with public and private sector organizations.
- **Action:** Review city charter and evaluate potential amendments to be brought forward for voter consideration.
- **Action:** Lead efforts supporting the development, professional management, and improvement of facilities at the SW Washington Regional Airport.
- **Action:** Collaborate with regional partners to promote the development of new housing that accommodates the existing and future workforce of Cowlitz County.

Auxiliary task list

- Evaluate criteria for establishing local improvement districts and grant funding to address curb, sidewalk, and drainage infrastructure.
- Addressing blight and encouraging revitalization in West Kelso north of Cowlitz Way.
- Consider ban on plastic shopping bags at retail stores.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

2nd Reading Adopting Ordinance
2015 Building Code Adoption, updating KMC
15.03 Construction Administrative Code and KMC
15.04 Property Maintenance Code

Agenda Item: 2015 Building Code Adoption

Dept. of Origin: Community Development

For Agenda of: September 6, 2016

Cost of Item: \$0.00

PRESENTED BY:

Mike Kardas, P.E.
Community Development Director

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Ordinance
Attachment A, Proposed 2015 Building Code Adoption

SUMMARY STATEMENT:

During the recent State legislative session, the 2015 International Building Code and related documents were adopted. Staff is proposing the adoption of the new codes with corrections for our local administrative procedures and building conditions.

RECOMMENDED ACTION:

Staff recommends council approve the proposed Ordinance of the 2015 Building Code KMC 15.03 and KMC 15.04 as presented on second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE 10-3734, CODIFIED AS KMC CHAPTER 15.03 and KMC CHAPTER 15.04, TO REPLACE THE VARIOUS 2012 INTERNATIONAL BUILDING CODES AND 2012 INTERNATIONAL FIRE CODE WITH THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODES AND 2015 INTERNATIONAL FIRE CODE RECENTLY ADOPTED BY THE WASHINGTON STATE BUILDING CODE COUNCIL AS SET FORTH HEREIN.

WHEREAS, the Legislature of the State of Washington has enacted RCW Chapter 19.27 which adopted the International Building Code, the International Residential Code, the International Mechanical Code, the International Fire Code, and the Uniform Plumbing Code, and provided that such codes including certain amendments shall be applicable throughout the State of Washington, in all counties and cities, in substitution and replacement of all prior codes; and

WHEREAS, by reason of such enactment, it is necessary that the City of Kelso adopt such codes;
NOW, THEREFORE,

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

SECTION 1. That Ordinance 10-3734, codified as Kelso Municipal Code 15.03 and Kelso Municipal Code 15.04 are hereby repealed and replaced with the new Chapter 15.03 and Chapter 15.04 attached as 'Exhibit A'.

SECTION 2. This ordinance shall be in full force and effect from and after October 1, 2016, and 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/AUTHORIZATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Chapter 15.03

CONSTRUCTION ADMINISTRATIVE CODE

Sections:

- 15.03.020 International Building Code adopted.
- 15.03.030 International Residential Code adopted.
- 15.03.040 International Existing Building Code adopted.
- 15.03.045 Washington State Historic Building Code adopted.
- 15.03.050 International Mechanical Code adopted.
- 15.03.060 National Fuel Gas Code (NFPA 54) adopted.
- 15.03.070 Liquefied Petroleum Gas Code (NFPA 58) adopted.
- 15.03.080 International Fuel Gas Code adopted.
- 15.03.090 International Fire Code adopted.
- 15.03.100 IFC referenced codes and standards.
- 15.03.110 Uniform Plumbing Code adopted.
- 15.03.120 Washington State Energy Code adopted.
- 15.03.130 Washington State Ventilation and Indoor Air Quality Code adopted.
- 15.03.144 Uniform Code for the Abatement of Dangerous Buildings adopted.
- 15.03.146 Uniform Housing Code adopted.
- 15.03.150 Documents to be filed and available for public inspection.
- 15.03.160 Violation—Penalty.
- 15.03.170 Fees.
- 15.03.180 Plan review fees.

15.03.020 International Building Code adopted.

The 2015² Edition of the International Building Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-50 WAC, as published by the International Code Council, is hereby adopted, together with the following amendments:

Section 111.3.1 Bonding

The building official is authorized to require that a performance bond be posted with the City in an amount equal to 150% of the incomplete work as determined by the design professional. The bond shall be refundable upon inspection, final approval and request in writing for the refund. It shall be the duty of the applicant to request the refund.

Section 113.1.1 Hearing Examiner

In lieu of a Board of Appeals, a Hearing Examiner, as authorized in Title 2 of the Kelso Municipal Code, is authorized to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code.

- A. Appendix G, “Flood-Resistant Construction”; and
- B. Appendix H, “Signs,” except amend H101.2(1), Signs exempt from permit. Painted nonilluminated signs not connected to or painted directly on a structure; and
- C. Appendix I, “Patio Covers”; and
- D. Appendix J, “Grading,” as amended; and
- E. Appendix E, “Supplementary Accessibility Requirements.”

Section J 102.1 Additions to Definitions.

“Professional Inspections” – is the inspection required by this code to be performed by the civil engineer, soils engineer or engineering geologist. Such inspections include that performed by persons supervised by such engineers or geologists and shall be sufficient to form an opinion relating to the conduct of the work.

“Soils Engineer” – is an engineer experienced and knowledgeable in the practice of soils engineering (geotechnical engineering).

“Soil Engineering” or “Geotechnical Engineering” – is the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earthen materials and the inspection or testing of their construction.

Section J 103.2 Additions to Exempted Work.

8. An excavation that (1) is less than 2 feet (610 mm) in depth or (2) does not create a cut slope greater than 5 feet (1,524 mm) in height and steeper than 1 unit vertical in 1 1/2 units horizontal (66.7% slope).

9. A fill less than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in depth, not intended to support structures, that does not exceed 50 cubic yards (38.3 cubic meters) on any one lot and does not obstruct a drainage course.

Section J 104.2 Additions to Site Plan Requirements.

All sites should be designed to the extent feasible to limit disturbance, preserve vegetation, preseve topsoils, and preserve areas of existing infiltration.

Section J 104.5 Grading Designation.

Grading in excess of 5,000 cubic yards (3,825 cubic meters) shall be performed in accordance with the approved grading plan prepared by civil engineer, licensed to practice in the State of Washington, and shall be designated as “engineered grading.” Grading involving less than 5,000 cubic yards (3,825 cubic meters) shall be designated “regular grading,” unless the permittee chooses to have the grading performed as “engineered grading,” or the building official determines that special conditions or unusual hazards exist, in which case grading shall conform to the requirements for engineered grading.

Section J 104.6 Engineering Grading Requirements.

Application for a grading permit shall be accompanied by two sets of plans and specifications, and supporting data consisting of a soils engineering report and engineering geology report. The plans and specifications shall be prepared and signed by an individual licensed by the State to prepare such plans or specifications when required by the Building Official.

Specifications shall contain information covering construction and material requirements.

Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give location of the work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include the following information:

1. General vicinity of the proposed site.

2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, and proposed drainage channels and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as part of, the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drains.
5. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 15 feet (4,572 mm) of the property or that may be affected by the proposed grading operations.
6. Recommendations included in the soils engineering report and the engineering geology report shall be incorporated in the grading plans or specifications. When approved by the building official, specific recommendations contained in the soils engineering report and the engineering geology report, which are applicable to grading, may be included by reference.
7. The dates of the soils engineering and engineering geology reports, together with the names, addresses and phone numbers of the firms or individuals who prepared the reports.

Section J 104.7 Soils Engineering Report.

The soils engineering report required by Section J 104.6 shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes.

Section J 104.8 Engineering Geology Report.

The engineering geology report required by Section J 104.6 shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors.

Section J 104.9 Regular Grading Requirements.

Each application for a grading permit shall be accompanied by a plan in sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner and the name of the person who prepared the plan. The plan shall have the following information:

1. General vicinity of the proposed site.
2. Limiting dimensions and depth of cut and fill.
3. Location of any buildings or structure where work is to be performed, and the location of any buildings or structures within 15 feet (4,572 mm) of the proposed grading.

Section J 104.10 Issuance.

The provisions of Section 105 are applicable to grading permits. The building official may require that grading operations and project designs be modified if delays occur which incur weather-generated problems not considered at the time the permit was issued.

The building official may require professional inspection and testing by the soils engineer. When the building official has cause to believe that geologic factors might be involved, the grading will be required to conform to engineered grading.

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.030 International Residential Code adopted.

The 2012 Edition of the International Residential Code (IRC), as adopted and hereafter amended by the State Building Code Council in Chapter 51-51 WAC, as published by the International Code Council, excluding Chapter 11, “Energy Efficiency,” and Chapters 34 through 43, “Electrical,” are not adopted. “Mechanical” and “Fuel Gas” are adopted together with the following:

- A. Appendix E, “Manufactured Housing Used as Dwellings”; and
- B. Appendix G, “Swimming Pools, Spas and Hot Tubs”; and
- C. Appendix H, “Patio Covers”; and
- D. Table R301.2(1) Climatic and Geographic Design Criteria established:

Table R301.2(1) Climatic and Geographic Design Criteria

Roof Snow Load:	25 psf
Wind Speed:	85 mph, 110 mph 3-second gust <u>IRC Section 301.2</u>
Seismic Design Category:	D1
Subject to Damage from Weathering:	Moderate
Frost Line Depth:	6+2 inches
Subject to Damage from Termite:	Slight to Moderate
Subject to Damage from Decay:	Slight to Moderate
Winter Design Temperature:	20 Degrees F
Ice Shield Underlayment Required:	N/A
Air Freezing Index:	N/A
Mean Annual Temperature:	50 Degrees F

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.040 International Existing Building Code adopted.

The 201~~5~~² Edition of the International Existing Building Code, as published by the International Code Council, is hereby adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.045 Washington State Historic Building Code adopted.

The Washington State Historic Building Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-19 WAC, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.050 International Mechanical Code adopted.

The 2015² Edition of the International Mechanical Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-42 WAC, as published by the International Code Council, is adopted with Appendix A, “Chimney Connector Pass-Throughs.” (Ord. 3802 § 1 (Exh. A), 2013)

15.03.060 National Fuel Gas Code (NFPA 54) adopted.

The National Fuel Gas Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.070 Liquefied Petroleum Gas Code (NFPA 58) adopted.

The Liquefied Petroleum Gas Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.080 International Fuel Gas Code adopted.

The 2015² Edition of the International Fuel Gas Code (IFGC), as adopted and hereafter amended by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.090 International Fire Code adopted.

The 2015² Edition of the International Fire Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-54 WAC, as published by the International Code Council, is adopted.

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.100 IFC referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in IFC Chapter 45 and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.110 Uniform Plumbing Code adopted.

The 2015² Edition of the Uniform Plumbing Code (UPC), as adopted and hereafter amended by the State Building Code Council in Chapters 51-56 and 51-57 WAC, as published by the International Association of Plumbing and Mechanical Officials (IAPMO), is adopted with Appendices A, “Recommended Rules for Sizing the Water Supply System”; B, “Explanatory Notes on Combination Waste and Vent System”; and I, “Installation Standards.” Chapter 12, “Fuel Piping”; Chapter 15, “Firestop Protection”; and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.120 Washington State Energy Code adopted.

The 2015² Washington State Energy Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-11 WAC, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.130 Washington State Ventilation and Indoor Air Quality Code adopted.

The Washington State Ventilation and Indoor Air Quality Code, as adopted and hereafter amended by the State Building Code Council in Chapter 51-13 WAC, is adopted. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.144 Uniform Code for the Abatement of Dangerous Buildings adopted.

Chapter 3, “Definitions”; Chapter 8, “Performance of Work of Repair or Demolition”; and Chapter 9, “Recovery of Cost of Repair or Demolition” of the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings as published by the International Conference of Building Officials are adopted, with the following amendments:

CHAPTER 3

DEFINITIONS

SECTION 301

GENERAL

For the purposes of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Construction Administrative Code, International Property Maintenance Code or the Uniform Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used.

BUILDING CODE is the International Building Code and/or the International Residential Code promulgated by the International Code Council, as adopted by this jurisdiction.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of the International Property Maintenance Code and/or Section 302 of this code, as adopted by this jurisdiction.

HOUSING CODE is the International Property Maintenance Code promulgated by the International Code Council and/or the Uniform Housing Code promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

CHAPTER 8

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801

GENERAL

801.1 Procedure.

When any work of repair or demolition is to be done pursuant to this code, the building official shall issue an order therefor to the director of public works and the work shall be accomplished by city personnel or by private contract under the direction of said director. Plans and specifications therefor may be prepared by the building official, or the building official may employ such architectural and engineering assistance on a contract basis as may be deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

801.2 Costs.

The costs of such work shall be paid from the community cleanup fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

SECTION 802

COMMUNITY CLEANUP FUND.

802.1 General.

There may be established a fund designated as the "Community Cleanup Fund" to be approved in the annual budget ordinance. The Community Cleanup Fund Payments may be used at the discretion of the City Manager, or his designee, for the purpose defraying costs and expenses that may be incurred by this jurisdiction in doing, or causing to be done, the necessary work or repair or demolition of dangerous buildings. Said fund shall be the same as referenced in KMC Chapter 15, Section 1502.1.

802.2 Maintenance of Fund.

The legislative body may at any time transfer to the community cleanup fund, out of any money in the general fund of the city, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the community cleanup fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the director of finance of the City of Kelso, who shall credit the same to the community cleanup fund.

CHAPTER 9

RECOVERY OF COST OF REPAIR
OR DEMOLITION

SECTION 901

ACCOUNT OF EXPENSE, FILING OF REPORT

The building official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of this code. Upon the completion of the work of repair or demolition, said building official shall prepare and file with the clerk of the City of Kelso a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to this code.

SECTION 912

REPAYMENT OF COMMUNITY CLEANUP FUND

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the finance director of the City of Kelso, who shall credit the same to the community cleanup fund.

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.146 Uniform Housing Code adopted.

Chapter 10, "Substandard Buildings"; Chapter 13, "Procedures for Conduct of Hearing Appeals"; Chapter 15, "Performance of Work of Repair or Demolition"; and Chapter 16, "Recovery of Cost of Repair or Demolition" of the 1997 Edition of the Uniform Housing Code as published by the International Conference of Building Officials are hereby adopted with the following amendments:

CHAPTER 10

SUBSTANDARD BUILDINGS

SECTION 1001

DEFINITION

1001.1 General.

Any building or portion thereof that is determined to be an unsafe building in accordance with the Construction Administrative Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers

the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard buildings.

CHAPTER 15

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 1501

GENERAL

1501.1 Procedure.

When any work of repair or demolition is to be done pursuant to this code, the building official shall cause the work to be accomplished by city personnel or by private contract under the direction of the building official. Plans and specifications therefor may be prepared by the building official, or the building official may employ such architectural and engineering assistance on a contract basis as may be deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

1501.2 Costs.

The costs of such work shall be paid from the community cleanup fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

SECTION 1502

COMMUNITY CLEANUP FUND

1502.1 General.

There may be established a fund designated as the "Community Cleanup Fund" to be approved in the annual budget ordinance. The Community Cleanup Fund Payments may be used at the discretion of the City Manager, or his designee, for the purpose defraying costs and expenses that may be incurred by this jurisdiction in doing, or causing to be done, the necessary work or repair or demolition of dangerous buildings. Said fund shall be the same as referenced in KMC Chapter 8, Section 802.2.

1502.2 Maintenance of Fund.

The legislative body may at any time transfer to the community cleanup fund, out of any money in the general fund of the city, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the community cleanup fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the director of finance of the City of Kelso, who shall credit the same to the community cleanup fund.

CHAPTER 16

RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 1601

ACCOUNT OF EXPENSE, FILING OF REPORT

The building official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of this code. Upon the completion of the work of repair or demolition, said building official shall prepare and file with the clerk of the City of Kelso a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to this code.

SECTION 1612

REPAYMENT OF COMMUNITY CLEANUP FUND

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the finance director of the City of Kelso, who shall credit the same to the community cleanup fund.

(Ord. 3802 § 1 (Exh. A), 2013)

15.03.150 Documents to be filed and available for public inspection.

The codes, appendices, and standards set forth in this chapter shall be on file in the department of community development and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.160 Violation—Penalty.

It shall be a gross misdemeanor for any person, organization, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this chapter. Every day or portion thereof during which any violation of this chapter occurs or continues shall constitute a separate offense. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.170 Fees.

Permit fees, except electrical permit fees, shall be assigned by means of a resolution duly passed by the Kelso city council. (Ord. 3802 § 1 (Exh. A), 2013)

15.03.180 Plan review fees.

When submitted documents are required by the administrative chapter of each code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee for International Residential Code permits shall be sixty-five percent of the building permit fee and for International Building Code permits shall be seventy percent of the building permit fee as established by resolution of the city council. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees. (Ord. 3802 § 1 (Exh. A), 2013)

Chapter 15.04

PROPERTY MAINTENANCE CODE

Sections:

- 15.04.010 International Property Maintenance Code adopted—Purpose.
- 15.04.020 Amendments to International Property Maintenance Code.
- 15.04.030 Severability.

15.04.010 International Property Maintenance Code adopted—Purpose.

That a certain document, one copy of which is on file in the office of the city clerk of the city of Kelso, being marked and designated as the International Property Maintenance Code, 2015~~2~~ Edition, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city of Kelso, in the state of Washington, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the city of Kelso are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 15.04.020. (Ord. 3849 § 2 (Exh. B), 2015)

15.04.020 Amendments to International Property Maintenance Code.

The following sections of the International Property Maintenance Code, 2015~~2~~ Edition, as adopted in Section 15.04.010 are hereby amended as follows:

Section 101.1, Title, is amended to read as follows:

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Kelso, hereinafter referred to as “this code.”

Section 101.3, Intent, is amended to read as follows:

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be declared a public nuisance and shall be abated by repair, rehabilitation, vacation, demolition or removal as to provide a minimum level of health, welfare and safety as required herein. This code is an exercise of the City’s police power, and it shall be liberally construed to effect this purpose.

Section 102.1, General, is amended to read as follows:

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern. When conflicts occur between this code and the Kelso Municipal Code, the Kelso Municipal Code requirements shall govern.

Section 102.3, Application of other codes, is amended to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, the National Electrical Code and other applicable codes as

adopted by this jurisdiction. Nothing in this code shall be construed to cancel, modify or set aside any provision of KMC Title 17, Planning and Zoning.

Section 103.1, General, is amended to read as follows:

103.1 General. This code shall be administered by the Community Development Department and the executive official in charge thereof shall be known as the code official.

Sections 103.2, Appointment; 103.3, Deputies; and 103.4, Liability, are deleted.

Section 103.5, Fees, is amended to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as set by resolution of the City Council.

Section 107.2, Form, is amended to read as follows:

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with Chapter 8.24 KMC and 1.50.

Section 107.3, Method of service, is amended to read as follows:

107.3 Method of service. Notice and orders shall be served in accordance with Chapter 8.24 KMC and 1.50.

Section 107.5, Penalties, is amended to read as follows:

107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in KMC 8.24, KMC 15.03 and KMC 1.50.

Section 109.6, Hearing, is amended to read as follows:

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the hearings examiner, be afforded a hearing as described in this code.

Section 111.1, Application for appeal, is amended to read as follows:

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal in accordance with Chapter 8.24 KMC.

Sections 111.2, Membership of board; 111.3, Notice of meeting; 111.4, Open hearing; 111.5, Postponed hearing; 111.6, Board decision; 111.7, Court review; and 111.8, Stays of enforcement, are deleted.

Section 201.3, Terms defined in other codes, is amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, KMC Title 17 – Planning and Zoning, International Plumbing Code, International Mechanical Code, International Residential Code, the National Electrical Code or other applicable codes as adopted by this jurisdiction, such terms shall have the meanings ascribed to them as stated in those codes.

Section 201.5, Parts, is amended to read as follows:

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit,” “story,” “structure” or “vehicle” are

stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

Section 202. The following definitions are hereby added or amended to read as follows:

ATTRACTIVE NUISANCE. All premises within the city which cause the circumstance and/or condition that would reasonably attract any person and such circumstance and/or condition which may constitute a danger to the person(s). Attractive nuisances include, but are not limited to, unused or abandoned refrigerators, freezers or other such large appliances or equipment or any parts thereof; any structurally unsound or unsafe fence or building edifice; any unsecured or abandoned excavation pit, well, cistern, storage tank or shaft; any collection of scrap lumber, trash, vegetation or other similar items; or unattended machinery or equipment, unsecured, abandoned or vacant buildings, open and unattended vehicles or vehicle trunks, or other similar unguarded conditions or situations that would injure or cause injury to any person(s).

CAR COVER. A cover that is specifically manufactured and commercially retailed for the purpose of covering a vehicle. This cover can be a cover designed for the specific vehicle or type of vehicle or may be designed for a generic vehicle. The cover must be completely opaque, conceal the vehicle entirely and be securely fastened at all times. Generic tarps are not a permitted car cover.

DIRT AND FILTH. Dirt and filth means and includes, but is not limited to, floor, sidewalk, street and other surface sweepings; discards from vacuum cleaners; soot; ashes; matter removed from gutters and downspouts; accumulations of dust, residue from fire other than soot and ashes; hair from humans and animals; and all other discarded, unused and seemingly worthless goods and commodities not otherwise described in this chapter.

DRIVEWAY. The driveway is the permitted surfaced roadway leading from the public right-of-way to a legal parking space.

GARBAGE. Waste and residue from the preparation, cooking and dispensing of food, and from the handling, storage and sale of food and food products including, but not limited to, discarded food wrappings and containers, paper, plastic and metal products used or intended for use in connection with the storage, sale, preparation or “clean-up” relating to food items; egg shells; used coffee grounds; used tea bags; meat trimmings; entrails of animals, poultry or fish; offal; medical wastes including bandages, syringes, medicines, plaster or other casts; and decomposed putrid material; whether such items are alone or in combination with other materials.

GRAFFITI. The writing, painting, or drawing of any inscription, figure, or mark of any type on any public or private building or other structure or any real or personal property owned by any other person unless that person has given permission to the perpetrator for such conduct.

ILLICIT DISCHARGE. Any direct or indirect discharge to the stormwater drainage system that is not composed entirely of stormwater.

INOPERABLE VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

JUNK. Scrapped, broken, or neglected items and materials. Junk includes items such as plastic, cloth, glass, rags, paper or metals that can be converted into usable articles or stock, or articles that have outlived their usefulness in their original form. Examples of “junk” include, but are not limited to, empty bottles and jars; empty metal, plastic or paper products; discarded engine or motor parts; automobile and truck parts of all descriptions; used tires, wheels and inner tubes; discarded batteries; cardboard; discarded and/or pre-used building

materials; discarded and/or pre-used electrical and plumbing materials; broken pieces of concrete; discarded, broken, or neglected electrical, gas or hand-operated appliances; previously used packing materials; discarded, broken, or neglected household goods and furnishing; or any household item located outdoors that is designed for indoor use; as well as parts and pieces of any of the foregoing.

JUNK VEHICLES. Any vehicle meeting at least three (3) of the following requirements: (a) Is three years old or older; (b) Is extensively damaged, such damage including but not limited to any of the following: a broken window or windshield, or missing wheels, tires, motor, or transmission; (c) Is apparently inoperable; or (d) Has an approximate fair market value equal only to the approximate value of the scrap in it.

LANDOWNER. A legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

LITTER. Tangible personal property which has been unlawfully scattered and/or abandoned in a public place, typically outdoors, as a form of solid waste – material which, if thrown or deposited, creates a danger to public health, safety and welfare. Litter is further defined as either hazardous, reusable, recyclable, non-hazardous, or non-usable material. Litter includes, but is not limited to, polystyrene foam, plastics, cigarette butts, candy and gum wrappers, paper towels, food wastes, chip bags, aluminum and steel beer/soda cans, leather, rubber, clothing, textiles, wood, glass, metal, abandoned tires, vehicle parts, or other such debris that has fallen onto a public right-of-way as a result of negligent litter; litter from trash-hauling vehicles, unsecured loads, or construction sites.

PLANTING, PARKING STRIP. The area of the right-of-way between the constructed curb or edge of the roadway and the adjoining property line, exclusive of any improved sidewalk or any established pedestrian path.

PUBLICLY VISIBLE OR PUBLIC VIEW. Anything that can be seen by a person with normal vision from any sidewalk, street, alley or other public place, or from any building situated on an adjoining property.

PUBLIC NUISANCE. A nuisance consists of doing an unlawful act, or omitting to perform a duty, or permitting an action or condition to occur or exist which intrudes, annoys, injures or endangers the comfort, repose, health or safety of others, is unreasonably offensive to the senses, or which interferes with or disrupts a neighbor's or citizen's ability to freely use or enjoy their properties or public property adjacent to where the nuisance occurs. Such nuisances include, but are not limited to, the following:

- A. Unsecured attractive nuisances;
- B. Conditions or acts which annoy, injure, or endanger the comfort, repose, health, or safety of others;
- C. Conditions or acts which are offensive to the senses;
- D. Conditions or acts which interfere with, obstruct, or tend to obstruct or render dangerous for passage any stream, public park, parkway, square, sidewalk, street, or highway and other rights-of-way in the city;
- E. Illicit discharges into the municipal storm drainage system;
- F. Unauthorized interference with, damage to, or polluting of designated habitat areas, publicly owned restoration sites, streams, creeks, lakes, wetlands, or tributaries and similar areas thereto;

G. Conditions or acts which obstruct the free use of property so as to essentially interfere with the comfortable enjoyment of life and property;

H. Conditions or acts which lead to blight and contribute to the deterioration of the neighborhood or adjoining property;

I. The improper parking or storage of vehicles on any residential lots which impedes the use of yard areas for light, air circulation, recreation, and landscaping;

J. Those acts or omissions defined in RCW 7.48.140 and 9.66.010.

PREMISES. Any building, lot, parcel, alley, real estate or land or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips and street.

PUBLIC RIGHT-OF-WAY OR RIGHT-OF-WAY. "Right-of-way" means all real property owned or held by the city in fee, or by way of easement, or dedicated to the public and located within the city, and used or intended for use as a street, alley, sidewalk, public way or easement for public or private utilities, whether developed or undeveloped.

SPECIAL INTEREST VEHICLE and/or HISTORIC AUTOMOBILE. Any vehicle as defined above, at least 30 years old on the date of any attempt by Code Official, or a motor vehicle which meets any of the following definitions: (a) A make of motor vehicle which is no longer manufactured; or, (b) A make or model of motor vehicle produced in limited or token quantities; or, (c) A make or model of motor vehicle in the special interest market which has appreciated in value during the past year.

TRASH AND WASTE. Trash and waste means, but is not limited to ashes; leaves; branches and trimmings from trees, shrubs and hedges; discarded Christmas trees; excrement and undigested residue of food eliminated by humans, animals, fish and birds; lawn, yard, garden, shrub and tree trimmings; garbage, junk and filth; discarded clothing of all descriptions; decayed or decaying materials of all kinds and descriptions; and insect-infested materials of all kinds and descriptions; whether such items are alone or in combination with other materials.

VEHICLE. A vehicle includes every device capable of being moved upon a public highway and in, upon, or by which any persons or property is or may be transported or drawn upon a public highway, including but not limited to, automobiles, motorcycles, trucks, buses, motorized recreational vehicles, campers, travel trailers, boat trailers, utility trailers, or other similar devices capable of moving or being moved on public right-of-way, and shall also include parts of vehicles.

WATERCRAFT. A watercraft means any boat, vessel, or other craft used for navigation on or through water. (Does not include kayaks or canoes).

WEEDS. Weeds shall be defined as those plants designated as Class A, B, and C Noxious weeds by the state noxious weed control board, including but not limited to all grasses, dandelions, morning glory, uncontrolled berry bushes, and other weeds, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

YARD. Any open space on a lot or lots.

Section 302.1, Sanitation, is amended to read as follows:

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition free of junk, garbage, trash, rubbish, filth and waste.

Section 302.3, Sidewalks and driveways, is amended to read as follows:

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking and/or planting strips, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from encumbrances and hazardous conditions as specified, but not limited to those in Chapter 12.12 KMC.

Section 302.4, Weeds, is amended to read as follows:

302.4 Weeds, grass or vegetation. All premises and exterior property including any unimproved portion of any street or alley to the center thereof, and the portion of any improved street within the area known as the parking strip, bordering on any such lot or lots, land or lands, shall be maintained free from weeds or plant growth in excess of 12 inches or in a state of having gone to seed. All noxious weeds shall be prohibited. All grasses in excess of 12 inches in height shall also be prohibited subject to applicable zoning requirements. Weeds shall be defined as those plants designated as Class A, B, and C Noxious weeds by the state noxious weed control board, including but not limited to all grasses, dandelions, morning glory, uncontrolled berry bushes, and other weeds, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens not in violation of KMC 17.40.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Section 302.8, Motor Vehicles, is amended to read as follows:

302.8 Motor vehicles/vehicles/watercraft. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle, vehicle, watercraft or parts thereof shall be parked, kept or stored on any premises, and no vehicle or watercraft shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Such vehicles shall be declared to be public nuisances which shall be abated and removed as specified in this code; provided that this section shall not apply to the following:

1. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed auto wrecker or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130;
2. Any historic automobile, special interest vehicle or inoperable vehicle that is in the process of being restored; provided that all such vehicles and parts thereof which are not licensed or not operable shall be stored or parked within a building in a lawful manner where they are not publicly visible; or parked in a parking area and screened in accordance with KMC Chapter 17.40; or
3. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes or is "screened" where it is not publicly visible in accordance with KMC Chapter 17.40. This work shall be performed in compliance with Section 302.12 and in accordance with applicable zoning regulations.

Section 302.10, Vehicles and/or machinery parts, is added to read as follows:

302.10 Vehicles and/or machinery parts. Except where permitted and licensed as a wrecking yard, all premises within the city shall be maintained free of the existence and maintenance of a storage area, junkyard or dumping ground for the wrecking or dismantling of automobiles, trucks, trailers, house trailers, boats, tractors or other vehicles or machinery of any kind, or for the storing or leaving of worn out, wrecked, inoperative or abandoned automobiles, trucks, trailers, house trailers, boats, tractors or other vehicles or machinery of any kind or of any major parts thereof.

Section 302.11, Vehicle parking/storage, is added to read as follows:

302.11 Vehicle parking/storage. Limitations on the parking of vehicles, boats, trailers, commercial and heavy commercial equipment.

302.11.1 Vehicles. Motor vehicles, or other vehicles not covered in this section, shall be parked or stored only within parking areas as defined in Chapter 17.40 KMC and shall not be parked or stored within property setbacks.

302.11.2 Recreational vehicles, boats, trailers. Recreational vehicles, boats, and trailers shall be parked or stored on an approved parking surface, shall not be parked or stored in required property setbacks and shall be in conformance with Chapter 17.40 KMC.

302.11.3 Machinery and equipment. Machinery and equipment shall be parked, kept or stored on an approved parking surface, shall not be parked or stored in required property setbacks and shall be in conformance with Chapter 17.40 KMC.

302.11.4 Truck tractors, semi-trailers and commercial equipment. Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, or commercial equipment, shall not be parked or stored in residentially zoned areas, on residential property in other zones, or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply when equipment is used in conjunction with a permitted or allowed project. These vehicles shall be parked or stored on an approved surface outside of required property setbacks.

Section 302.12, Vehicle and equipment repair on residential premises, is added to read as follows:

302.12 Vehicle and equipment repair on residential premises. Servicing, repairing, assembling, modifying, restoring, or otherwise working on any vehicle on any residential premises shall be subject to the following:

302.12.1 Work shall be limited to the repair and maintenance of vehicles, equipment, or other conveyance currently registered as specified in the Washington Vehicle Code to the occupant or a member of the occupant's family.

302.12.2 Work is limited to the approved parking surface or garage or approved accessory structure; at no time can repairs be made on the lawn, sidewalk, planting strip or the street.

302.12.3 Only minor repairs such as an oil change, tire repair, small parts change, or minor routine maintenance may be performed outside of a garage or approved accessory structure and only then on an approved parking surface. The associated vehicle(s) in which such minor repairs exceed seven (7) days shall be moved inside of a building that meets applicable code and zoning requirements or be properly "screened" from public view and parked on an approved surface outside of property setbacks.

302.12.4 Work which creates a nuisance shall not be permitted.

Section 302.13, Dangerous fences and structures, is added to read as follows:

302.13 Dangerous fences and structures. All premises within the city shall be maintained free of any fence or other structure which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition.

Section 302.14, Dangerous trees, is added to read as follows:

302.14 Dangerous trees. All premises within the city shall be maintained free of any dead, diseased, infested or dying tree that constitutes a danger to street trees, streets, alleys or sidewalks.

Section 302.15, Obscured public facilities, is added to read as follows:

302.15 Obscured public facilities. All premises within the city shall be maintained free of any object blocking, vine or climbing plants growing into, onto or over any street, tree growing within a public right-of-way or any public hydrant, utility meter, pole, street light, utility device, street sign or public facility or device; or the existence of any uncontrolled, uncultivated or untended shrub, vine or plant growing on, around or nearby any hydrant, standpipe, sprinkler system connection or any other appliance or facility provided for fire protection purposes in such a way as to obscure the view thereof or impair the access thereto.

302.15.1 Overhanging trees and shrubs. Every property owner having any tree or shrub overhanging any street, alley or right-of-way within the city shall prune the branches so that such branches shall not interfere with the unobstructed use of the street, alley, sidewalk or right-of-way or obstruct the view of any street intersection. Trees and shrubs overhanging the street and alley shall be pruned to allow a minimum 14-foot clearance above the entire surface of the street or alley. Trees and shrubs overhanging the sidewalk and/or right-of-way shall be pruned to allow a minimum 8-foot clearance above the entire sidewalk surface and/or right-of-way to the adjoining property line. No person shall, without a written permit of the city manager or his/her designee cut, prune, rake, climb, injure or remove any living tree in any public right-of-way, park, planting/parking strip or other public place in the city in accordance with KMC 17.40 and 15.05.

Section 302.16, Privies, vaults, cesspools, etc., is added to read as follows:

302.16 Privies, vaults, cesspools, etc. All premises within the city shall be maintained free of any privies, vaults, cesspools, sumps, pits, trenches or like places which create a dangerous condition or are not securely protected from flies and rats, or which are foul or malodorous.

Section 302.17, Hedges, is added to read as follows:

302.17 Hedges. The existence on any real property within the city of a hedge in violation of Chapter 17.40 KMC is a public nuisance.

Section 302.18, Fences, is added to read as follows:

302.18 Fences. The existence on any real property within the city of a fence in violation of Chapter 17.40 KMC is a public nuisance.

Section 302.19, Outdoor wood storage, is added to read as follows:

302.19 Outdoor wood storage. Outdoor wood and firewood shall be neatly stacked not to exceed six (6) feet in height, shall be adequately supported so as not to pose a hazard to person or property, and shall not be placed in any setback or other restricted area on the property in which it is being stored.

Section 302.20, Attractive nuisance, is added to read as follows:

302.20 Attractive nuisance. All premises within the city shall be maintained free of any accessible attractive nuisance.

Section 302.21, Accumulation of dangerous materials, is added to read as follows:

302.21 Accumulation of dangerous materials. All premises within the city shall be maintained free of the existence of any accumulation of materials, substances or objects in a location when the same endangers property, health, safety or constitutes a fire hazard.

Section 302.22, Open storage of materials and furnishings, is added to read as follows:

302.22 Open storage of materials and furnishings. No person shall openly store or keep any equipment, materials or furnishings; or any item that creates an unsightly condition or one that promotes urban blight or public nuisance. This may include, but is not limited to, indoor furniture, household appliances, auto parts, shopping carts or building materials.

Exception: Building materials neatly stacked and stored for no less than sixty (60) days for a construction project permitted with the city. The material must be weather protected, shall not be placed within property setbacks or placed in such a manner that would create a danger to property, health and/or safety.

Section 302.23, Nuisance premises, is added to read as follows:

302.23 Nuisance premises. All premises within the city shall be maintained free of any structure allowing or maintaining prostitution, or where there is the use, sale, manufacturing or distributing of any illegal narcotics or controlled substance, or at which there is a pattern of criminal activity.

Section 302.24, Alley/Public right-of-way maintenance, is added to read as follows:

302.24 Alley/Public right-of-way maintenance. The owner, lessee, occupant or agent thereof, or any person having the care or charge of any property that has alley access or an alley right-of-way easement, shall be responsible for maintaining that portion of the alley that fronts said property up to and including one-half of the apparent alley centerline, and shall keep said alley or alley easement maintained in a clean, safe and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health, safety or welfare. Public right-of-way maintenance shall also include utility easements or parking and/or planting strips. Such blighting problems shall include, but are not limited to: overgrown trees, shrubs, vegetation, weeds and/or grasses; garbage; junk; rubbish; dirt and filth; litter; trash; and waste. This definition shall also include, but not be limited to, such items as couches, loveseats, chairs, mattresses, and other similar household furniture. Such items, if placed in any city alleyway or alley easement, shall be considered a public nuisance and abated within the time established by the city in accordance with Section 106.

Section 302.25, Garage sales, is added to read as follows:

302.25 Garage sales. Sales of secondhand merchandise, conducted from residences, and designated as “garage sales,” “estate sales,” “yard sales,” and/or “moving sales” are allowed without a permit provided they are conducted under the following requirements:

- (a) Shall be in conformance with KMC 5.03, KMC 17.62, KMC 17.15;
- (b) Garage sale displays, signs and merchandise must be removed after/between sales events.

Section 303.1, Swimming pools, is amended to read as follows:

303.1 Swimming pools, spas, and ponds. Swimming pools, spas, hot tubs and/or ponds shall be maintained in a clean and sanitary condition in good repair and shall comply with the

provisions of the International Residential Code, Appendix G. Except for regulated wetlands and City-approved structures related to storm drainage systems, all premises within the city shall be maintained free of the existence of all stagnant, pooled water in which mosquitoes, flies or other insects may multiply.

Section 303.2, Enclosures, is amended to read as follows:

303.2 Enclosures. See the International Residential Code, Appendix G, Section AG105, Barrier Requirements.

Section 304.2, Protective treatment, is amended to read as follows:

304.2 Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. Tarp use for weather protection may not exceed 30 days. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section 304.3, Premises identification, is amended to read as follows:

304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of 3 inches high and shall not be sight obscured.

Section 304.7, Roofs and drainage, is amended to read as follows:

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Tarp use for weather protection may not exceed 30 days. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Section 304.14, Insect screens, is deleted.

Section 308.1, Accumulation of rubbish or garbage, is amended to read as follows:

308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish, junk, trash, filth, waste or garbage.

Section 308.2, Disposal of rubbish, is amended to read as follows:

308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish, junk, trash, filth, waste or garbage in a clean and sanitary manner by placing such rubbish, junk, trash, filth, waste or garbage in approved containers as provided for in Chapter 8.04 KMC, or by taking it to an approved disposal facility.

308.2.1 Rubbish/garbage storage facilities. The owner of every occupied premises shall maintain approved covered containers for rubbish, junk, trash, filth, waste or garbage, and the owner of the premises shall be responsible for the removal of rubbish, junk, trash, filth, waste or garbage from the premises.

308.2.2 Dangerous and/or discarded appliances. Except when stored within a building, as defined in Section R202 of the International Residential Code, refrigerators, household appliances, and similar equipment shall not be discarded, abandoned or stored on any premises within the City.

Section 308.3, Disposal of garbage, is amended to read as follows:

308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage container as provided for in Chapter 8.04 KMC or by taking it to an approved disposal facility.

308.3.1 Containers. The operator of every establishment producing garbage shall maintain, and at all times cause to be utilized, approved containers as set forth in Chapter 8.04 KMC.

308.3.2 Undumped garbage or rubbish containers. All premises within the city shall be maintained free of the existence of any garbage or rubbish containers or any can, bag, box or other device, which is filled to 50 percent or more of its capacity with garbage, trash, rubbish, waste, dirt or filth, and which has remained upon such premises for more than 14 successive days.

Section 308.4, Containers—Within the public right-of-way, is added to read as follows:

308.4 Containers—within the public right-of-way. No residential or commercial solid waste or recycling cart shall be placed along a public street, alley or right-of-way, on a public sidewalk, or on other public property any sooner than 24 hours before the time of collection. All residential and commercial solid waste and recycling carts placed in the public right-of-way for collection shall be removed from those public areas within 24 hours of the time of collection, except when such established day for collection falls on a designated holiday in which case collection will be conducted on the next succeeding workday, and the containers shall be removed and replaced to their appropriate storage location by the morning following collection.

Section 308.5, Rubbish and garbage exceptions, is added to read as follows:

307.5 Rubbish and garbage exceptions. The following shall not be a violation of this section.

A. Compost piles less than four feet in height and six feet in diameter at ground level, and 30 feet or more from any dwelling, and four feet or more from adjoining properties.

B. Storm debris within 30 days following a storm event.

C. Construction residue and debris during and for 14 days following completion of work.

D. Fallen leaves, tree needles, tree fruit and similar vegetation, during the months of October through April, inclusive.

E. The accumulation and temporary storage, in containers designated for such purposes, of “recyclable” materials pursuant to a program of recycling adopted by the city; provided, however, that such containers must not be publicly visible or they must be made available to the city’s garbage or “recycle contractor” within 14 days after having been filled to 50 percent or more of their capacity.

F. Uncultivated, uncut or untended weeds, grass, bushes or other vegetation not constituting a health or fire hazard, existing in a natural state on undeveloped, agricultural, industrially zoned, “open space” or “green belt” areas.

Section 505.1, General, is amended to read as follows:

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Uniform Plumbing Code.

Section 505.4, Water heating facilities, is amended to read as follows:

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C) nor shall the temperature be set higher than the maximum allowed by federal, state or local law. A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

Section 507.1, General, is amended to read as follows:

507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

A. It is a violation for any person to break, damage, destroy, uncover, deface or tamper with any structure or facility which is part of the stormwater runoff and erosion control system.

B. It is a violation for any person who is responsible to do so, to fail to maintain stormwater runoff and/or erosion control facilities and structures as required by this chapter and 13.09 KMC. Each calendar day that a violation occurs constitutes a separate offense. In addition, the City may institute injunctive, mandamus, or other appropriate action or proceedings for the enforcement of this chapter.

Section 602.2, Residential occupancies, is amended to read as follows:

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used as a means to provide required heating.

Section 602.3, Heat supply, is amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in KMC 15.03.030.

Section 602.4, Occupiable work spaces, is amended to read as follows:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of not less than 65 °F (18° C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Section 604.2, Service, is amended to read as follows:

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code. Dwelling units shall be served by a three-wire, 120/240 volt, single phase electrical service having a rating of not less than 60 amperes.

Section 606.1, General, is amended to read as follows:

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A 17.1 and the L&I Elevator rules. The most current certification of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, or the certificate shall be available for public inspection in the office of the building operator. The inspection and tests shall be performed at not less than the periodical intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

Section 702.3, Locked doors, is amended to read as follows:

702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

Section 704.2, Smoke alarms, is amended to read as follows:

704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code.

Section 704.4, Interconnection, is amended to read as follows:

704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exception:

1. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.

Chapter 8, Referenced Standards.

References to the electric code shall mean the National Electric Code as adopted by the State of Washington.

(Ord. 3849 § 2 (Exh. B), 2015)

15.04.030 Severability.

If any one or more section, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this chapter and the same shall remain in full force and effect. (Ord. 3849 § 2 (Exh. B), 2015)