

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
October 21, 2014  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



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

## **Invocation:**

Pastor Nick Stumbo, East Hills Alliance Church

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

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

1.1. October 7, 2014 – Regular Meeting

### **2. Consent Items:**

- 2.1. Appointments – Planning Commission
- 2.2. Contract – City Attorney, Janean Parker
- 2.3. Contract – Municipal Legal Counsel Services, Kenyon Disend
- 2.4. Auditing of Accounts

### **3. Citizen Business:**

### **4. Council Business:**

- 4.1. Contract – Prosecution Services, Fred Johnson
- 4.2. Contract – Indigent Defense Services, Debra Burchett
- 4.3. Budget Workshop Discussion

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

- 5.1. Ordinance, 2<sup>nd</sup> Reading
  - 5.1.1. Transfer of Property – 1124 North Pacific Avenue
- 5.2. Ordinance, 2<sup>nd</sup> Reading
  - 5.2.1. Water/Sewer Rates
- 5.3. Ordinance, 2<sup>nd</sup> Reading
  - 5.3.1. Amending Chapter 13.10 KMC Stormwater Utility
- 5.4. Ordinance, 2<sup>nd</sup> Reading
  - 5.4.1. Adopting Stormwater Rates for 2015-2019

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
October 21, 2014  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



## 5.5. Resolution

### 5.5.1. Amending Master Fee Schedule

#### **Other Items:**

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session
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Greg Moore, Kelso First United Methodist Church gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Archer, McDaniel, Myers, Futcher, and Roberson. Councilmembers Franklin and Schimmel were absent.

**Minutes:** Upon motion by Councilmember Myers, seconded by Councilmember Roberson, 'Approve the Minutes of the 9/16/14 Regular Meeting,' motion carried, all voting yes.

**OATH OF OFFICE:**

Chief of Police Andrew Hamilton swore in Police Officer Aaron Marthaller to the Kelso Police Department.

**PROCLAMATION:**

Mayor Futcher read a proclamation declaring October, 2014, to be "**Domestic Violence Awareness Month**" in the City of Kelso. Emergency Support Shelter Advocate Michelle Grendahl accepted the proclamation.

**CONSENT AGENDA:**

**CITIZEN BUSINESS:**

**MOTION ITEMS:**

**Ordinance No. (1<sup>st</sup> Reading) – Transfer of Property, 1124 North Pacific Avenue:**

The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Pass on 1<sup>st</sup> reading, 'AN ORDINANCE OF THE CITY OF KELSO DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY AT 1124 NORTH PACIFIC AVENUE IN KELSO TO THE LOWER COLUMBIA COMMUNITY ACTION PARTNERSHIP.' Lower Columbia Community Action Partnership Director Michael Torres spoke about the property's future use as affordable housing for the disabled and low income. Motion passed, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) – Water/Sewer Rates:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, 'Pass on 1<sup>st</sup> reading, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. 10-3733 UPDATING WATER AND SEWER RATES.' City Manager Steve Taylor presented an update of the proposed water/sewer rate increase schedule. Motion passed, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) – Amending KMC Chapter 13.10 Stormwater**

**Management Utility:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING SECTIONS 13.10.050, 13.10.110 AND ADDING SECTION 13.10.115 OF THE KELSO MUNICIPAL CODE RELATING TO THE STORMWATER MANAGEMENT UTILITY AND ESTABLISHING A CAPITAL RECOVERY CHARGE FOR CONNECTION TO THE INFRASTRUCTURE AND SERVICES PROVIDED BY THE UTILITY.’ Motion passed, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) – Adopting Stormwater Rates for 2015-2019:**

The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Myers, seconded by Councilmember McDaniel, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. 13-3811 RELATING TO THE STORMWATER MANAGEMENT UTILITY BY ESTABLISHING NEW BASE RATES FOR SINGLE-FAMILY PARCELS AND LISTING NEW MONTHLY SERVICE CHARGES FOR OTHER DEVELOPED PARCELS FOR 2015 THROUGH 2019. ALSO CREATING A STORMWATER CAPITAL RECOVERY CHARGE.’ Motion passed, all voting yes.

**COUNCIL REPORTS:**

**Gary Archer:** Reported on the recent “Big Idea” meeting.

**Todd McDaniel:** Announced that the Lower Columbia Community Action Partnership’s “50<sup>th</sup> Anniversary Gala” is being held on Saturday, October 25, 2014. Tickets are available at the CAP office.

**Dan Myers:** No report.

**Rick Roberson:** Presented a push pin map that indicated the progress of the South Kelso Neighborhood Association’s graffiti cleanup project.

**David Futcher:** Reported on the meeting/tour with the State Congressional Delegation and lobbyists that took place earlier this day.

**MANAGER’S REPORT:**

**Steve Taylor:** 1) Reported that a proposal to amend the planning commission code ordinance will be brought to the Council at a future meeting.

**PUBLIC HEARING:**

Mayor Futcher opened the public hearing at 6:35 p.m. Finance Director Brian Butterfield provided a presentation showing the collection of certain revenues over the past seven years. Staff recommended a 1% increment of property tax. Other revenue sources to cover the City’s 2015 expense budget were discussed. There were no comments from the public. Mayor Futcher closed the public hearing 7:52 p.m.

**COUNCIL BUSINESS:**

**Budget Workshop:** City Manager Steve Taylor led a discussion on the proposed preliminary budget for 2015-2016. He provided an overview of program expenditures and projections of anticipated revenues. The following staff made requests for staffing/service enhancements specific to their department:

- Community Development Director/City Engineer Mike Kardas
- Library Manager Cindy Donaldson
- Captain Darr Kirk
- Chief of Police Andrew Hamilton
- Police Officer Ralph Hines

A lengthy discussion followed. Mr. Taylor commented that another budget discussion will be on the agenda for the following council meeting in two weeks.

There being no further business, Mayor Futcher adjourned the meeting at 8:08 p.m.

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**MAYOR**

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**CITY CLERK**

# **AGENDA SUMMARY SHEET**

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

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### **SUBJECT TITLE:**

Planning Commission Re-Appointments

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

**Dept. of Origin:** City Manager

**For Agenda of:** October 21, 2014

**Originator:** Steve Taylor

### **PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** City Manager

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### **Agenda Item Attachments:**

### **SUMMARY STATEMENT:**

Planning Commission appointments are made by the Mayor with City Council confirmation for a 4-year term expiring on November 1<sup>st</sup>. There are four positions with terms expiring 11/1/2014 however; two of these positions are currently vacant. Position #6 was recently filled by Chuck Hendrickson and Position #7 is held by James Webb; both would like to be reappointed.

### **RECOMMENDED ACTION:**

Staff recommends approval of these re-appointments.

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** Professional Services Agreement – Municipal Legal Counsel

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

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

**For Agenda of:** October 21, 2014 \_\_\_\_\_

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

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

PSA – Municipal Legal Services, Law Office of Janean Z. Parker

**SUMMARY STATEMENT:**

The City has contracted with Ms. Parker for legal services under her own firm beginning in 2014. There are no proposed changes to the contract and the term of the agreement with Ms. Parker is January 1, 2015 to December 31, 2016.

**RECOMMENDED ACTION:**

Move to approve the 2015 Professional Services Agreement for Municipal Legal Services with Janean Z. Parker Law Office.

PROFESSIONAL SERVICES AGREEMENT  
FOR LEGAL SERVICES

This Agreement (“Agreement”) is dated effective this \_\_\_\_ day of December, 2014. The parties (“Parties”) to this Agreement are the City of Kelso (“City”), and the Law Office of Janean Z. Parker, UBI 603-182-389 (“Parker”). The purpose of this Agreement is to identify the terms and conditions under which Parker will perform the duties of City Attorney for the City.

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision in the capacity of an attorney as City Attorney, who is experienced in municipal law and familiar with the City’s regulations and policies.

B. Parker has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 Parker shall at all times faithfully, and to the best of its ability and experience, perform the duties that are required pursuant to the express terms of this Agreement, the rules of professional responsibility, and the direction of the City management. Parker agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth herein.

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

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

1.4 Throughout the term of this Agreement, Parker shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association.

2. TERM.

The Term of this Agreement shall commence on January 1, 2015 and shall terminate on December 31, 2015, unless extended or earlier terminated as provided in this Agreement.

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either party by providing a thirty (30) day written notice of termination to the other party.

4. COMPENSATION.

4.1 Compensation Rates. Compensation for Services shall be based on the following rates:

Janean Z. Parker:	\$175.00 per hour
Paralegal	\$ 75.00 per hour

4.2 Travel on behalf of the City shall be billed at the following rates. Travel between Parker's offices and the City shall be billed at a flat rate of \$100. All other travel shall be billed at Parker's regular hourly rate. Parker shall also not bill the City nor be entitled to payment for telephone, photocopy, fax, and mileage expenses incurred in the performance of its duties; provided however, that the City shall make reasonable accommodation to reimburse Parker for unusual photocopy or fax costs, if any, that may arise in the course of litigation to which the City is a party or other extraordinary projects. In all events the City shall reimburse Parker for legal messenger service expenses, process service expenses, court filing fees, transcripts, and other similar expenses advanced on the City's behalf.

4.3 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized monthly payment invoice has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis within thirty (30) days of receipt of such invoice unless there is a dispute

4.4 Disputes. In the event of a dispute, the City shall pay the amount not in dispute and the Parties shall meet to resolve any differences. If the Parties are unable to resolve any such differences, the Parties shall submit the disputed amount to the Fee Arbitration Board of the Washington State Bar Association for arbitration and prompt resolution. The Parties agree to be bound by the results of such arbitration. In the event of non-payment following arbitration, the City shall pay Parker the costs of collecting the debt, including court costs and fees and reasonable attorneys' fees.

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

5. REPRESENTATIONS.

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

6. INDEPENDENT CONTRACTOR.

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

6.2 It is recognized that Parker may or will be performing professional services during the term for other clients in its independent law practice and that the City is not the exclusive user of Parker's services. However, Parker agrees not to perform such services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists.

7. INDEMNIFICATION.

Contractor Indemnification. Parker shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, or liabilities of any nature for any acts or omissions of Parker, intentional or otherwise, that are outside the scope of its official duties as described herein.

8. INSURANCE.

Parker shall procure and maintain for the duration of the Agreement, insurance against claims for errors and omissions which may arise from or in connection with the performance of the work hereunder by Parker, its agents, representatives, employees or subcontractors.

8.1 Minimum Scope of Insurance. Parker shall obtain Professional Liability insurance appropriate to Parker's profession, which policy shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

8.2 Verification of Coverage. Parker shall furnish the City with original certificates and a copy of the amendatory endorsements, evidencing the insurance requirements of Parker upon request of the City.

9. EQUAL OPPORTUNITY EMPLOYER.

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

10. CONFIDENTIALITY.

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

11. GENERAL PROVISIONS.

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

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

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

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

11.5 No Waiver. Failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision and the same shall remain in full force and effect. Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

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

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

Executed on the dates written below.

LAW OFFICE OF JANEAN Z PARKER

THE CITY OF KELSO

By: \_\_\_\_\_  
Janean Parker, Owner

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

Address:

Address:

P.O. Box 298  
Adna, WA 98522

203 South Pacific  
P.O. Box 819  
Kelso, WA 98626

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

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

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** Professional Services Agreement – Municipal Legal Counsel

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

**Dept. of Origin:** City Manager

**For Agenda of:** October 21, 2014

**Originator:** Steve Taylor

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** City Manager

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**Agenda Item Attachments:**

Proposed 2015 Kenyon Disend Legal Services Agreement

**SUMMARY STATEMENT:**

In the past, the City has contracted with Kenyon Disend for general municipal legal services. The City currently contracts with Janean Z. Parker for these services and with Council authorization plans to continue to utilize Ms. Parker's services for routine legal needs. However, under the guidance of Ms. Parker, staff feels it is prudent to maintain a contract with Kenyon Disend for specialized legal services on an as-needed basis. This will ensure unencumbered access to additional legal resources should the City find itself in need of assistance outside of Ms. Parker's expertise or ability.

Kenyon Disend's proposed hourly rates for services in 2015 have been included as Exhibit A in the attached contract. The term of the agreement is January 1, 2015 to December 31, 2015.

**RECOMMENDED ACTION:**

Move to approve the 2015 Professional Services Agreement for Municipal Legal Services with Kenyon Disend Law Office.

## **AGREEMENT FOR LEGAL SERVICES**

### THE PARTIES

The parties to this Agreement are Kenyon Disend, PLLC, and the City of Kelso, Washington, hereinafter referred to as the "City." The purpose of this Agreement is to identify the terms and conditions under which Kenyon Disend, PLLC ("KD") will provide legal services as needed and requested by the City.

### AGREEMENT

The parties hereto agree as follows:

- A. Performance of Duties. KD shall at all times faithfully, and to the best of its ability and experience, perform all of the duties that are required of it pursuant to the express terms of this Agreement, the rules of professional responsibility, and the direction of city management.
- B. Compensation. The City shall compensate KD for its services as follows:
  - 1. All services performed by attorneys and paralegals shall be billed in accordance with the hourly rates for 2015 attached hereto as Exhibit "A".
  - 2. KD shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of receipt, unless there is a dispute. In the event of a dispute, the City shall pay any amount not in dispute, and the parties shall meet to resolve any differences. If the parties are unable to resolve any such differences, the parties shall submit the disputed amount to the Fee Arbitration Board of the Washington State Bar Association for arbitration and prompt resolution. The parties agree to be bound by the results of such arbitration. In the event of non-payment following arbitration, the City shall pay KD the costs of collecting the debt, including court costs and fees, and reasonable attorney's fees.
- C. Qualifications and Independent Contractor Status.
  - 1. Throughout the term of this Agreement, KD shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association.
  - 2. The independent contractor status of KD shall be governed by this Agreement. KD is an independent contractor and shall provide professional services to the City pursuant to this Agreement. KD is not an employee of the City and shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to it by the City. KD shall not be entitled to any benefits provided to City employees and shall specifically not

be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.

In addition, the parties acknowledge that KD will provide work and services for other clients in its independent law practice. KD agrees not to perform such services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists.

- D. Indemnification. KD agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts or omissions of KD, intentional or otherwise, that are outside of the scope of its official duties as described herein.
- E. Term. This Agreement shall commence on January 1, 2015 and terminate on December 31, 2015, unless extended or earlier terminated as provided in this Agreement. This Agreement may be terminated by either party with or without cause by providing a thirty (30) day written notice of termination to the other party.
- F. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.
- G. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
- H. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Attorney: Michael R. Kenyon  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, WA 98027  
(425) 392-7090

City: City Manager  
City of Kelso  
203 South Pacific Avenue  
Kelso, WA 98626  
(360) 423-1371

- I. Waiver and Modification. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed

to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF KELSO

KENYON DISEND, PLLC

\_\_\_\_\_  
Stephen Taylor, City Manager

\_\_\_\_\_  
Michael R. Kenyon

ATTEST:

\_\_\_\_\_  
Brian Butterfield, Clerk/Finance Director

**EXHIBIT A**

**KENYON DISEND, PLLC  
HOURLY RATE SCHEDULE FOR YEAR 2015**

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$325.00
Bruce L. Disend	\$325.00
Chris D. Bacha	\$295.00
Kim Adams Pratt	\$295.00
Robert F. Noe	\$295.00
Kari L. Sand	\$275.00
John "Jay" P. Long, Jr.	\$275.00

Associate Attorneys:

Rachel B. Turpin	\$195.00
Ann Marie Soto	\$195.00
Danielle M. Evans	\$195.00

PARALEGALS:

Margaret C. Starkey	\$140.00
Sheryl A. Loewen	\$115.00
Pam M. Odegard	\$115.00
Mary A. Swan	\$115.00
Terry T. Curran	\$115.00
Kathy I. Swoyer	\$115.00

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE: Professional Services Agreement – Prosecution Services**

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

**Dept. of Origin:** City Manager

**For Agenda of:** October 21, 2014

**Originator:** Steve Taylor

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** City Manager

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### **Agenda Item Attachments:**

Professional Services Agreement with Fred Johnson for Prosecution Services

#### **SUMMARY STATEMENT:**

The City has contracted with Fred Johnson to provide prosecution services since 2007 and the agreement has been unchanged since that time. The attached proposed agreement reflects two substantive changes as well as more robust indemnification and insurance requirements.

The first change is the term of the contract. The original contract was for an indefinite period of time with a 30-day termination notice required from either party. The proposed contract commences January 1<sup>st</sup>, 2015, is for a term of 2 years, and contains a 90-day termination notice requirement.

The second change reflects a modest rate increase. The current contract compensates \$500 per weekly criminal docket, \$150 per hour for other prosecutorial services as needed and a flat rate of \$500 per jury trial. The proposed compensation rates are \$2,600 per month, plus a flat rate of \$500 per jury trial for the first four jury trials in each calendar year and a flat rate of \$650 per jury trial for jury trials in excess of four per calendar year.

#### **RECOMMENDED ACTION:**

Move to approve the Professional Services Agreement for Prosecution Services with Fred Johnson.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014. The parties (“Parties”) to this Agreement are the City of Kelso, a Washington municipal corporation (“City”), and \_\_\_\_\_ (“Contractor”).

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision in the capacity of a City Prosecuting Attorney who is experienced in this field and is familiar with the City’s municipal code, resolutions, regulations and policies.

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

### 1. SERVICES.

1.1 The Contractor agrees to at all times, faithfully, and to the best of the Contractor’s ability and experience, to perform the duties that are required pursuant to the express terms of this Agreement and the rules of professional responsibility. Contractor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth and more particularly described as follows:

Scope of work shall include City of Kelso prosecutorial services, to include but not be limited to all criminal dockets, the speeding infraction docket, animal control docket as needed and specifically requested, vehicle impound appeal docket as needed, appeals from Municipal Court to Superior Court, case preparation, and time at meetings related to the function as City Prosecutor (hereinafter “Services”).

The Contractor is designated as the Primary City Prosecutor. However, it is understood by the parties that the Contractor may designate any qualified licensed attorney as a substitute for him when needed, In order to fulfill his obligations under this Agreement. Contractor agrees to provide ten (10) days’ notice to the City prior to designating an attorney other than himself as the Primary City Prosecutor.

1.2 The City agrees to provide the Contractor with the clerical assistance necessary to prosecute cases in Kelso Municipal Court. In addition, the City agrees to pay for expenses incurred by Contractor for retaining expert witnesses and for the service of subpoenas in the performance of the Services. Decisions to initiate any appeals from Kelso Municipal Court shall be made by the Kelso City Attorney. Contractor is not required to formally consult with or obtain approval from the Kelso City Attorney regarding the disposition of cases at the trial level in Kelso Municipal Court. However, both the Kelso City Attorney and the Contractor shall make the best efforts to engage in regular communications concerning the Kelso Municipal Court cases and they are each to make themselves available for such communication to resolve any concerns that may arise.

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

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

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

1.6 Licensed Attorneys. Throughout the term of this Agreement, the Contractor shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association.

## 2. TERM.

The Term of this Agreement shall be for two (2) years, commencing on January 1, 2015 and terminating on December 31, 2016. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

## 3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either Party, by giving ninety (90) days written notice to the other party.

## 4. COMPENSATION.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay an amount of Two Thousand Six Hundred Dollars (\$2,600.00) per month, plus a flat rate of Five Hundred Dollars (\$500.00) per jury trial for the first four jury trials in each calendar year and a flat rate of Six Hundred Fifty Dollars (\$650.00) per jury trial for jury trial in excess of four per calendar year.

4.2 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized billing statement has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis thirty (30) days after receipt of such billing statement.

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

5. REPRESENTATIONS.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

8. INSURANCE.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

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

A. Professional Liability insurance appropriate to the Contractor's profession shall be written with limits no less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) policy aggregate limit.

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

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

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

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

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

## 9. EQUAL OPPORTUNITY EMPLOYER.

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

## 10. CONFIDENTIALITY.

The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent.

Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

11. WORK PRODUCT.

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

12. BOOKS AND RECORDS.

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

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

14. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on the dates written below.

CONTRACTOR

CITY OF KELSO

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Approved as to form:

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City Attorney

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:** Professional Services Agreement– Indigent Defense Counsel

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

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

**For Agenda of:** October 21, 2014 \_\_\_\_\_

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

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

PSA – 2015 Indigent Defense Counsel, Debra Burchett

**SUMMARY STATEMENT:**

The City is required to provide indigent defense counsel for municipal criminal defendants who cannot afford counsel of their own. Kelso currently contracts with the Debra Burchett Law Firm through a professional services agreement that requires annual renewal. At the council meeting on August 19<sup>th</sup> Council passed Resolution 14-1123 adopting new public defense standards to comply with Supreme Court Order No. 25700-A-1004 and 25700-A-1007 as well as The Washington State Bar Association Board of Governors Standards for Indigent Defense Services. Numerous amendments have been made to the 2015 agreement to ensure compliance with these new standards.

The annual contract amount has increased from \$6,066 per month to \$10,833 per month and substantial changes have been made to language outlining caseload limits in order to comply with the newly adopted standards. Section 2 provides needed flexibility to make adjustments as necessary given that the full consequences of the new standards are still unknown. An annual caseload review is required by June 30<sup>th</sup> of each year.

The term of this agreement shall be from the date of execution for a 3-year initial term through December 31st, 2017, unless terminated sooner. The Agreement may be extended for two additional one-year terms at the mutual agreement of the parties, not to exceed five (5) years in total. The proposed effective date is December 1, 2014.

**RECOMMENDED ACTION:**

Move to approve the 2015 Professional Services Agreement for Indigent Defense Counsel with Debra Burchett Law Firm.

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR INDIGENT DEFENSE SERVICES**

This Agreement (“Agreement”) is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014. The parties (“Parties”) to this Agreement are the City of Kelso, a Washington municipal corporation (“City”) and Debra Burchett Law Firm (“Public Defender”).

WHEREAS, the City of Kelso provides public defense services within the City pursuant to contract with the Public Defender; and

WHEREAS, in a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the “Decision”) emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City’s obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to amend its agreement with the Public Defender to bring the agreement into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution No. 14-1123.

NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution No. 14-1123 as the same exists or is hereafter amended (hereinafter “Standards”) and the Decision. The Public Defender individually warrants that he/she, and every Public Defender and/or intern employed by, or subcontracted by the Public Defender to perform services under this Agreement, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Cowlitz District Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this Agreement (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non-criminal matters.

1.3 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, and systems necessary to comply with the Decision and Standards except as provided in Section 2.5 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.5 In the event of a conflict of interest or other circumstances occur wherein the Public Defender is unable to represent any certain person, and where that conflict or circumstance involves facts only known to the Public Defender and of which the municipal court

would not be reasonably expected to know, it shall be the Public Defender's obligation to notify the City of the conflict or circumstance and to assist the City in arranging for acceptable alternative counsel. The City shall be responsible to compensate such counsel.

2. Compensation. The City shall pay to the Public Defender for services rendered under this Agreement the sum of Ten Thousand Eight Hundred Thirty-three Dollars (\$10,833.00) per month.

2.1 The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.5 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.6 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his/her ability to perform under this Agreement or reduce the case count available to each Attorney.

2.2 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately eight hundred (800) cases per year. As provided in the Supreme Court Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City has adopted an un-weighted case count standard.

2.3 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.4 Base Compensation. Except as expressly provided in Section 2.5, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.5 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.5.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.5.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Such expenses are the atypical or unusual expenses not otherwise performed by the Public Defender's staff, including, but not limited to, the following:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research;
- (vii) expenses to obtain records not otherwise available through discovery, medical, school, birth, DMV, 911 and other typical sources; and
- (viii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.5.3 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial; and

2.5.4 Copying Direct Appeal Transcripts under Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

## 2.6 Review and Renegotiation.

2.6.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this Agreement if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are

estimated to approach or exceed nine hundred (900) cases per year or two hundred twenty-five (225) cases per quarter, the parties may renegotiate this Agreement to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this Agreement and comply with state and local standards.

2.6.2 Renegotiation Due to Change in Rule or Standard. This Agreement may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be from the date of execution for a three (3) year initial term through December 31st, 2017, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties, not to exceed five (5) years in total.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of any violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this Agreement, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court, this Agreement shall expire following one (1) years written notice by the City to the Public Defender.

3.4 Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in

the event this Agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.5 with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

6.1 Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below, naming the City as an additional named insured:

6.1.2 Professional Liability (Errors and Omissions) for Public Defender with a minimum limit of liability of \$1,000,000 each claim.

6.1.4 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Agreement. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Agreement or extension(s) thereof, but not filed during the term of the Agreement.

7. Independent Contractor. It is the intention and understanding of the Parties that the Public Defender shall be an independent contractor. The Public Defender or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Public Defender will not hold himself or herself out as nor claim to be an officer or employee of the City. The Public Defender will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Public Defender shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Public Defender shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Public Defender may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Public Defender's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Public Defender's ability to perform the Services.

8. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes,

withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

10. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any subcontract for services under this Agreement shall require the subcontractor attorney or intern to agree to compliance with the standards and warranties required under Section 1 of this Agreement. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

11. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender.

12. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

13. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of 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 the Agreement or such other address as may be hereinafter specified in writing:

**CITY (CONTRACT ADMINISTRATOR):**

Steve Taylor, City Manager  
City of Kelso  
203 S. Pacific, #217  
Kelso, Washington 98626

**PUBLIC DEFENDER:**

Debra Burchett  
Debra Burchett Law Firm  
2035 9<sup>th</sup> Avenue  
Longview, WA 98632

14. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

15. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that

any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Cowlitz County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF \_\_\_\_\_

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF CITY ATTORNEY

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

PUBLIC DEFENDER

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

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

EXHIBIT A

The undersigned Attorneys hereby personally warrants and certifies that as a condition of their performance of this Agreement on behalf of the Public Defender, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Agreement in accordance with subsection 3.4 of this Agreement.

\_\_\_\_\_  
ATTORNEY: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
ATTORNEY: \_\_\_\_\_  
Print Name

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:** 2015-2016 Preliminary  
Budget Workshop

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

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

**For Agenda of:** \_\_\_\_\_ October 21, 2014 \_\_\_\_\_

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

**PRESENTED BY:**

Steve Taylor, City Manager

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Budget Workshop Presentation

**SUMMARY STATEMENT:**

Staff will lead a discussion with Council regarding the proposed preliminary budget for 2015-16. This will be a follow-up discussion to the presentation that was given at the previous meeting. The budget anticipates using reserve levels from various funds in the amount of \$225,000 each year to balance projected expenditures over the biennium. \$150,000 of that amount would come from the General Fund. During the workshop, the Department Heads requested increases in staffing for law enforcement, engineering, and library services which all come under the General Fund.

The Police Department is facing pending, yet unannounced, retirements, and there is a significant lead time involved in recruiting, hiring, and training new officers. Unplanned officer vacancies, coupled with the impacts of both scheduled and unscheduled sick, vacation, holiday, family, and military leaves for existing staff present significant problems in maintaining adequate coverage on regular patrol shifts. The Police Department is requesting to hire ahead for two officers and use one of the new hires to staff a traffic enforcement position.

The Library Department requested additional staffing to expand library hours further into the evenings and to be open on Sundays.

The Community Development Department requested to replace the open Planning Manager position with a Civil Engineer position to coordinate and manage the delivery of City capital projects and seek additional grant funding.

Staff presented several potential revenue enhancement options which included:

- Increasing the City's B&O tax on the Water, Sewer, and Solid Waste utilities from 8% - 10% (raising approx. \$190,000)
- Take a \$0.25/thousand AV property tax levy lid lift to the ballot (raising approx. \$150-\$175,000)
- Approve a measure to go on the ballot in 2015 to either raise vehicle tab fees or institute a 1/10<sup>th</sup>% sales tax for the Transportation Benefit District (raising approx. \$175,000)

Follow up items to stimulate discussion at the upcoming workshop:

- A sales tax measure can be taken to the voters for Criminal Justice purposes up to 0.3%; 0.1% generates roughly \$170,000/year.
- If the Council approves an increase in the B&O Tax on utilities, Solid Waste customer utility rates will need to be increased by the same percentage, as there is not enough net revenue to cover the increase in tax.
- Approve additional staffing requests without raising taxes, but revisit the revenue enhancement options next year after the final 2014 balances are confirmed.

Council direction will be incorporated into the preliminary budget that will be presented for public hearing on November 4th. Information on anticipated revenues and expenditures are still in the process of being confirmed and updated, and revisions to the preliminary budget will continue up to final adoption of the document before the year's end.

**RECOMMENDED ACTION:**

Provide direction to staff regarding desired changes, if any, to the outlay of programs delineated in the proposed preliminary budget.

# City of Kelso

## 2015-16 Preliminary Budget

October 7<sup>th</sup>, 2014 Workshop





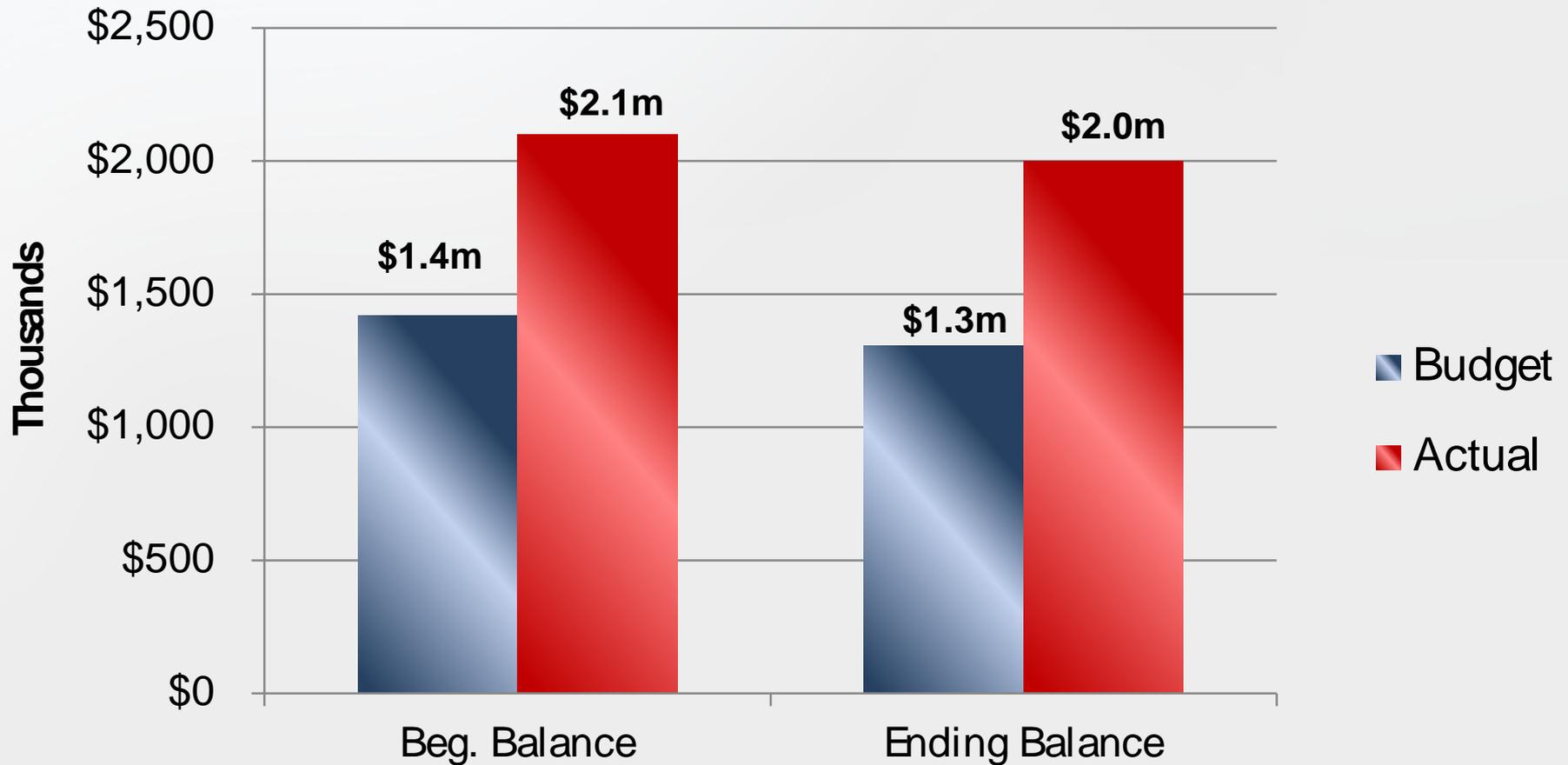
# Summary

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- Projecting a General Fund beginning balance of \$2 million
- Budget is balanced by drawing Gen. Fund reserves down \$150,000 in both 2015 & 2016
- Drawing down reserves in Street, Library, Parks, and Capital Projects Funds (\$75,000 in 2015 & 2016)
- Taking 1% property tax increase as allowed by law
- Maintains other tax rates at current levels



# 2014 General Fund Reserves





# Use of Reserves

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- Budgeted 2014 GF ending balance was \$1.3 million
- Structural changes and conservative budgeting resulted in substantial increase in reserves
- 90-day (25%) operating reserve vs. 60-day (17%)
- Council approved use of savings from 2013 to buy new equipment and enhance street maintenance/long-range planning services
- Drawdown of reserves from supported funds reduces necessary transfer from General Fund.



# General Fund Transfers

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- Street Fund Reserves - \$25K in '15 & '16
- New position in Street Fund increases GF transfer from by \$64K in '15 and \$80K in '16
- Reduce transfer to Arterial Streets by \$61K in '15 and \$113K in '16
- TBD funds are being fully used and all planned street capital projects are funded despite reduction



# General Fund Transfers

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- General Obligation (G.O.) Debt payment
- REET revenues (collected in Capital Projects Fund) higher than previous years
- Drawing down reserves to pay greater amount of debt service
- Saves General Fund \$30K in '15 and \$25K in '16



# 2015/2016 Proposal

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- Maintains existing service levels
- Incorporates new utility rates proposed during September workshop
- Retains new Street and Water/Sewer positions
- Removes PW Director and Planning Manager positions



# Cost Increases & Unknowns

- PERS premiums – additional 2% of employee salaries
- Health Benefits:
  - 3% increase in AWC
  - 7% increase in Kaiser
- Salaries (COLA)
  - KPA-Officers – 3% (contract)
  - AFSCME, KPA-Records, Teamsters – 2% (contract)
  - Non-represented – 2% proposed



# Cost Increases & Unknowns

- Indigent Defense & Prosecution -- \$70K +
- Increase in jail daily rates
- New costs in Narcotics Task Force
  - Paying for one full officer rather than 25% of two
  - \$65K - \$70K annual expense
- Increase in liability premiums (Sewer, Streets, Drainage)
- \$150,000 proposed increase in sewer costs
- \$30K loss if Airport goes to Port of Longview

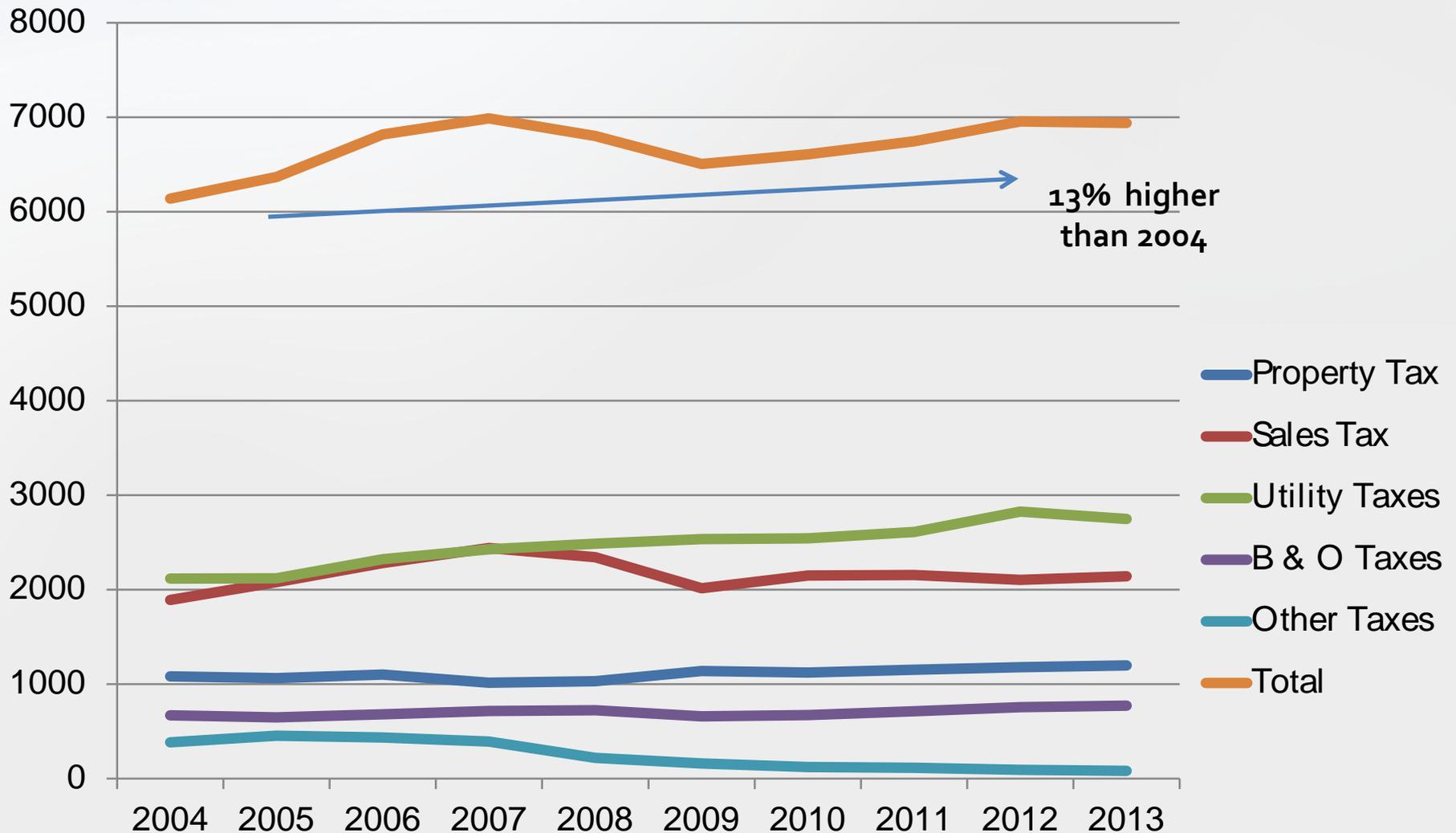


# Revenues

- General Fund taxes are flat overall
- Building-Planning fees have been a valuable boost – but unstable source of revenue
- Stability and growth in utility revenues have carried weight of other stagnant revenue categories
- Continued uncertainty with liquor and other state-shared revenues
- Gas tax revenue on downward slope

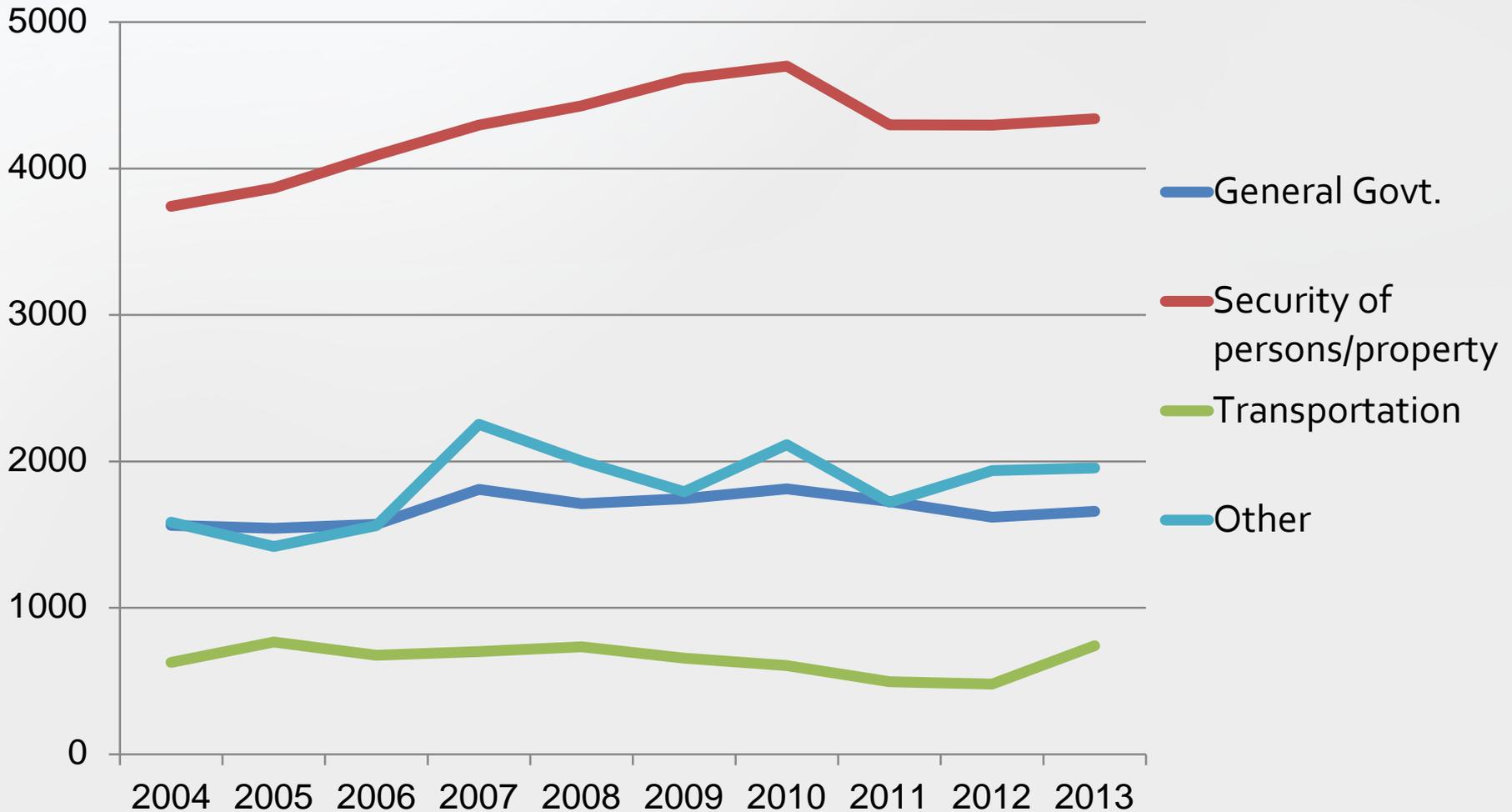


# General Govt. Taxes (in thousands)



# General Operating Expenditures

(in thousands)





# Revenues & Service Levels

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- Budget is in a good position for 2015-16 – for now...
- Build-up of reserves and structural streamlining
- Absorbing hits from state mandates and loss of previously reliable revenues
- Restructuring attempts are answered with new mandates/cost increases that soak up savings



# Revenue Enhancements

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- Staffing cuts have hit their limit
- Personnel costs continue to increase (and always will...)
- Facilities upgrades are necessary
- General maintenance of parks and city right of way is falling behind
- Not enough bodies to keep ahead



# Revenue Enhancements

- Utility tax increase on Water/Sewer/Garbage
  - \$95,000 for each 1% increase
- Take TBD revenue increase to voters
  - Higher renewal tab fees
  - Sales tax replacement
- Property Tax Levy lid lift
  - \$0.25/thousand assessed valuation
  - Generate between \$150-\$175,000 annually



# Conclusion

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- There is no emergency condition
- Reserves are healthy
- Drawdown of funds is only valid for one cycle
- Budgeting is an iterative process
  - Expenses and revenues are volatile
  - Balance between being too conservative and predicting reality
- Substantial “pickup” in retail taxes is possible

# **AGENDA SUMMARY SHEET**

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

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### **SUBJECT TITLE:**

AN ORDINANCE OF THE CITY OF KELSO  
DECLARING CERTAIN REAL PROPERTY  
SURPLUS AND AUTHORIZING THE  
CONVEYANCE OF THE PROPERTY AT 1124  
NORTH PACIFIC AVENUE IN KELSO TO THE  
LOWER COLUMBIA COMMUNITY ACTION  
PARTNERSHIP

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

**Dept. of Origin:** Planning Department,  
City Attorney

**For Agenda of:** October 21, 2014

**Cost of Item:**

**City Manager:** Steve Taylor

**PRESENTED BY: Mike Kardas, Community  
Development Director**

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### **AGENDA ITEM ATTACHMENTS:**

Proposed Ordinance

### **SUMMARY STATEMENT:**

The City acquired the property at 1124 North Pacific Avenue in 2012 in a foreclosure action related to nuisance abatement costs for cleanup of the property. The property was historically used as a salvage yard and was on the Department of Ecology's hazardous sites list. The City obtained grants from the Department of Ecology for the assessment, cleanup of the property and that work was completed earlier this year. Throughout the planning and cleanup process the City has been working with CAP to evaluate best uses for the property consistent with the regulations of the Neighborhood Stabilization Program. (NSP funds were used for the cleanup and the property must be used purposes authorized by the program. CAP is the administrator of our NSP funds.) The City staff and CAP have determined that use of the property for housing for people with developmental disabilities is the best use of the property consistent with the NSP requirements. The transfer of the property to CAP for the construction of the facilities is the most efficient manner to accomplish this use. The City is authorized under the NSP regulations to convey the property to local nonprofit groups like CAP for the further development, sale, rental, or use of the property consistent with the NSP requirements. The proposed ordinance will authorize the conveyance of the property to CAP via quit claim deed.

### **FINANCIAL SUMMARY:**

The proposed action is a quit claim deed with no compensation except the obligations to use the property per NSP rules. Any program income from the property, whether to the City or CAP, is to be reinvested under NSP rules and is not profit of the agency.

### **RECOMMENDED ACTION:**

Move to approve on first reading the proposed ordinance conveying the property to CAP.

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

**AN ORDINANCE OF THE CITY OF KELSO DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY AT 1124 NORTH PACIFIC AVENUE IN KELSO TO THE LOWER COLUMBIA COMMUNITY ACTION PARTNERSHIP**

WHEREAS, the City administers state and federal funds under the Neighborhood Stabilization Program to provide low income housing within the City of Kelso; and

WHEREAS, the City contracts with the Lower Columbia Community Action Partnership (“CAP”) to administer the NSP program on behalf of the City; and

WHEREAS, the City is authorized under the NSP regulations to sell or rent the properties purchased with NSP funds to low income families or to convey the properties to local nonprofit community groups like CAP for the further sale or rental to low income families; and

WHEREAS, the City wishes to convey the property at 1124 North Pacific Avenue in Kelso to CAP for the construction of housing in accordance with the NSP regulations;

NOW, THEREFORE,

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

**SECTION 1. Property Declared Surplus.** The City Council hereby declares that certain property known as 1124 Pacific Avenue in Kelso, Washington, Assessor’s Parcel Nos. 2-0476 and 2-0489 and legally described as follows, is surplus to the needs of the City:

ALL OF BLOCK 11, BIXBY’S ADDITION TO KELSO AS RECORDED IN VOLUME 3 OF PLATS, PAGE 13, RECORDS OF COWLITZ COUNTY, WASHINGTON, LYING EAST OF OLD PACIFIC HIGHWAY, SECT, TWN, RNG: 27-8N-2W; and  
ALL OF LOTS 5, 6, AND 7, BLOCK 15, BIXBY’S ADDITION TO KELSO, AS RECORDED IN VOLUME 3 OF PLATS PAGE 113, RECORDS OF COWLITZ COUNTY, WASHINGTON LYING EAST OF OLD PACIFIC HIGHWAY, SECT, TWN, RNG: 27-8N-2W  
SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON  
COWLITZ COUNTY PARCEL NOS. 2-0476 AND 2-0489

(hereinafter, the “Property”)

**SECTION 2.** Conveyance Approved. The City hereby approves the conveyance of the Property to the Lower Columbia Community Action Partnership via a quit claim deed substantially in the form attached hereto as Exhibit A for use, lease, or sale in accordance with the Neighborhood Stabilization Program requirements.

**SECTION 3.** City Manager Authorization. The City Manager is authorized to execute a quit claim deed substantially in the form attached hereto as Exhibit A and to execute such other documents and to take such other action as may be necessary to convey the property to the Lower Columbia Community Action Partnership.

**SECTION 4.** The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

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

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

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

PUBLISHED: \_\_\_\_\_

## Exhibit A

### When recorded return to

City of Kelso  
Planning Director  
203 South Pacific  
P.O. Box 819  
Kelso, WA 98626

## QUIT CLAIM DEED

Grantors: CITY OF KELSO  
Grantees: LOWER COLUMBIA COMMUNITY ACTION COUNCIL, Incorporated  
Abbreviated  
Legal Description: BIXBYS TO KELSO BLK 11; LOT 5,6,7 BLK 14  
Tax Parcel No.: 2-0476 AND 2-0489  
Address: 1124 North Pacific Avenue, Kelso Washington

The Grantors, the **City of Kelso**, a municipal corporation, having an address at 203 South Pacific in Kelso, Washington, for and in consideration of \$1 and other good and valuable consideration hereby acknowledged, including the obligations, by separate agreement, for the provision of low income housing under the Neighborhood Stabilization Program,

hereby conveys and quit claims to the Lower Columbia Community Action Council, a Washington nonprofit corporation, having an address at 1526 Commerce Avenue, in Longview Washington, the following described real estate, situated in the County of Cowlitz, State of Washington, together with all after acquired title of the Grantor herein:

ALL OF BLOCK 11, BIXBY'S ADDITION TO KELSO AS RECORDED IN VOLUME 3 OF PLATS, PAGE 13, RECORDS OF COWLITZ COUNTY, WASHINGTON, LYING EAST OF OLD PACIFIC HIGHWAY, SECT, TWN, RNG: 27-8N-2W; and

ALL OF LOTS 5, 6, AND 7, BLOCK 15, BIXBY'S ADDITION TO KELSO, AS RECORDED IN VOLUME 3 OF PLATS PAGE 113, RECORDS OF COWLITZ COUNTY, WASHINGTON LYING EAST OF OLD PACIFIC HIGHWAY, SECT, TWN, RNG: 27-8N-2W

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON  
COWLITZ COUNTY PARCEL NOS. 2-0476 AND 2-0489

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Stephen Taylor, City Manager  
City of Kelso

Accepted by:

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Ilona A. Kirby, Executive Director  
Lower Columbia CAP

STATE OF WASHINGTON)

) ss.

County of Cowlitz

)

On this day personally appeared before me Steve Taylor, CITY MANAGER, for the CITY OF KELSO, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_,

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NOTARY PUBLIC in and for the State

of Washington, residing at \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** An Ordinance of the City of Kelso Adopting Water Sewer Rates for 2015 - 2019.

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

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

**For Agenda of:** October 21, 2014

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

**PRESENTED BY:**

Mike Kardas

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Proposed Ordinance Amending Water and Sewer Rates (Red-lined and final)  
Ordinance 10-3733 Updating Water and Sewer Fees  
Updated Rate Study and Analysis Presentation

**SUMMARY STATEMENT:**

On July 15, 2014, FCS Group presented to Council the results of a water and sewer rate study they had been conducting since 2013. This presentation included recommended rate increases needed to cover maintenance and capital improvements costs over the next 5 years.

On September 16, 2014, staff reintroduced the study incorporating the most current information, revenue projections, and other assumptions into the recommended rate adjustments. After discussing the impacts of the proposed changes, Council agreed with the rate adjustments and asked staff to prepare an ordinance reflecting the changes. The attached ordinance implements the water and sewer rate changes recommended by staff for the years 2015 – 2019.

This ordinance also removes certain associated fees not required by the City Charter to be updated by ordinance for their incorporation into the City's Master Fee schedule. A resolution reflecting this change will be brought before Council at the October 21, 2014 meeting.

Additionally, the ordinance contains a provision requiring the annual review of the rates by the City Council to determine whether the proposed rate increases should remain as adopted or be adjusted to reflect actual conditions.

**OPTIONS:**

- 1) Move to approve the Ordinance on first reading amending rates and fees for the Sewer and Water Utilities from 2015 – 2019.
- 2) Do not approve the Ordinance.
- 3) Delay action on the Ordinance and bring back for consideration following further revision.

**RECOMMENDED ACTION:**

Approve the ordinance on first reading amending rates and fees for the Sewer and Water Utilities from 2015-2019.

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

**AN ORDINANCE OF THE CITY OF KELSO AMENDING  
ORDINANCE NO. 10-3733 UPDATING WATER AND SEWER  
RATES.**

**WHEREAS**, the City operates utilities for the provision of water and sewer services and has set rates and fees to fund the costs of these services; and

**WHEREAS**, the regular review and adjustment of rates and fees are necessary to maintain the fiscal sustainability of the sewer and water utilities, and the City commissioned a study to provide rate adjustment recommendations for the utilities; and

**WHEREAS**, the rate study conducted by FCS Group and presented to the City Council on July 15, 2014 recommended adjustments to water and sewer rates and capital recovery fees; and

**WHEREAS**, the City Council accepts the recommendations of the rate study to adjust rates and fees in amounts necessary to fund the operations and capital improvements of the utilities;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF KELSO DO  
ORDAIN AS FOLLOWS:**

**SECTION 1.** That Ordinance No. 10-3733 is hereby amended to provide as follows:

**1. Water Rates for All Residential and Commercial Users within the Corporate Limits:**

**BI-MONTHLY CHARGES:**

		<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	<b>3/4" &amp; 5/8"</b>	\$ 22.64 \$	24.00 \$	25.80 \$	27.74 \$	29.82
	<b>1"</b>	\$ 46.78 \$	49.58 \$	53.30 \$	57.30 \$	61.60
	<b>1.5"</b>	\$ 87.61 \$	92.86 \$	99.83 \$	107.32 \$	115.36
	<b>2"</b>	\$ 136.16 \$	144.33 \$	155.15 \$	166.79 \$	179.30
	<b>3"</b>	\$ 265.90 \$	281.86 \$	303.00 \$	325.72 \$	350.15
	<b>4"</b>	\$ 412.24 \$	436.98 \$	469.75 \$	504.98 \$	542.86
	<b>6"</b>	\$ 1,305.76 \$	1,384.11 \$	1,487.92 \$	1,599.51 \$	1,719.47
	<b>8"</b>	\$ 1,815.11 \$	1,924.02 \$	2,068.32 \$	2,223.44 \$	2,390.20
	<b>10"</b>	\$ 2,609.19 \$	2,765.74 \$	2,973.17 \$	3,196.16 \$	3,435.87

In addition to the fixed charge set forth above, each residential and commercial water customer of the utility shall pay an additional sum for every 100 cubic feet of water consumed.

	2015	2016	2017	2018	2019
	\$ 3.33	\$ 3.52	\$ 3.79	\$ 4.07	\$ 4.38

**2. Water Rates for all Industrial Users within the Corporate Limits:**

**BI-MONTHLY CHARGES**

	2015	2016	2017	2018	2019
Meter Size (In Inches)					
2"	\$ 3,630.93	\$ 3,848.79	\$ 4,137.45	\$ 4,447.76	\$ 4,781.34
3"	\$ 7,263.62	\$ 7,699.44	\$ 8,276.90	\$ 8,897.67	\$ 9,565.00
4"	\$ 11,351.91	\$ 12,033.02	\$ 12,935.50	\$ 13,905.66	\$ 14,948.58
6"	\$ 22,719.68	\$ 24,082.86	\$ 25,889.08	\$ 27,830.76	\$ 29,918.06
8"	\$ 36,318.01	\$ 38,497.09	\$ 41,384.37	\$ 44,488.20	\$ 47,824.82
10"	\$ 52,203.28	\$ 55,335.48	\$ 59,485.64	\$ 63,947.06	\$ 68,743.09

In addition to the fixed charge above, each industrial water customer of the utility shall pay an additional sum for every 100 cubic feet of water consumed.

	2015	2016	2017	2018	2019
	\$ 2.27	\$ 2.41	\$ 2.59	\$ 2.78	\$ 2.99

Customers must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial user.

**3. Private Fire System Connections (including sprinklers) shall be as follows:**

“Connection” shall mean individual line size (not size of water appurtenance).

**BI-MONTHLY CHARGES**

	2015	2016	2017	2018	2019
Meter Size (In Inches)					
1"	\$ 3.49	\$ 3.70	\$ 3.98	\$ 4.28	\$ 4.60
2"	\$ 13.97	\$ 14.81	\$ 15.92	\$ 17.11	\$ 18.40
3"	\$ 31.43	\$ 33.32	\$ 35.81	\$ 38.50	\$ 41.39
4"	\$ 55.87	\$ 59.22	\$ 63.66	\$ 68.44	\$ 73.57
6"	\$ 111.63	\$ 118.33	\$ 127.20	\$ 136.74	\$ 147.00
8"	\$ 192.10	\$ 203.63	\$ 218.90	\$ 235.32	\$ 252.96
10"	\$ 267.18	\$ 283.21	\$ 304.45	\$ 327.29	\$ 351.83

These charges also apply to references regarding fire services, fire standby fees, and fire monthly service charge.

**4. Service Outside City Limits:**

The normal rates for water and sewer service to individual accounts located outside the City boundaries shall be 1.5 times the in-City rate.

**5. Wholesale or Bulk Resale Rates:**

Rates charged to other public entities for bulk water for resale purposes shall be at a rate for every 100 cubic feet of water delivered, plus the applicable minimum service charge for the metered connection, as follows:

	2015	2016	2017	2018	2019
	\$ 1.40	\$ 1.48	\$ 1.60	\$ 1.71	\$ 1.84

**BI-MONTHLY CHARGES**

		2015	2016	2017	2018	2019
Meter Size (In Inches)	1"	\$ 36.34	\$ 38.52	\$ 41.41	\$ 44.52	\$ 47.86
	1 ½"	\$ 54.20	\$ 57.45	\$ 61.76	\$ 66.40	\$ 71.38
	2"	\$ 80.88	\$ 85.73	\$ 92.16	\$ 99.07	\$ 106.50
	3"	\$ 163.09	\$ 172.87	\$ 185.84	\$ 199.78	\$ 214.76
	4"	\$ 271.42	\$ 287.71	\$ 309.29	\$ 332.48	\$ 357.42
	6"	\$ 407.63	\$ 432.09	\$ 464.50	\$ 499.33	\$ 536.79

**6. Sewer Rates for All Residential and Commercial Users within the Corporate Limits**

**BI-MONTHLY CHARGES**

**SERVICE TYPE**

A. Residential standby only (use less than 200 cf/ Bi-monthly)

	2015	2016	2017	2018	2019
	\$ 17.93	\$ 19.19	\$ 20.53	\$ 21.97	\$ 23.51

B. All other residential dwellings

	2015	2016	2017	2018	2019
	\$ 111.14	\$ 113.36	\$ 115.63	\$ 117.94	\$ 120.30

C. (1) All Commercial Users

	2015	2016	2017	2018	2019
	\$ 111.14	\$ 113.36	\$ 115.63	\$ 117.94	\$ 120.30

(2) In addition, all commercial users consuming a quantity of water greater than 1100 cubic feet per Bi-month shall be charged for every 100 cubic feet of water consumed in excess of 1100 cubic feet per Bi-month.

	2015	2016	2017	2018	2019
	\$ 6.75	\$ 6.79	\$ 6.84	\$ 6.89	\$ 6.94

**7. Sewer Rates for All industrial Users within the Corporate Limits:**

All industrial customers shall pay the following sewer rates based on water consumption:

**BI-MONTHLY FIXED CHARGE**

2015	2016	2017	2018	2019
\$ 194.19	\$ 379.76	\$ 565.33	\$ 750.90	\$ 936.74

**VOLUME CHARGE**

2015	2016	2017	2018	2019
\$ 3.50	\$ 3.70	\$ 3.92	\$ 4.15	\$ 4.40

Customer must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial customer.

**8. Treatment of “High Strength Waste” – Surcharge:**

In the event that “high strength waste” is accepted for treatment by the Facilities, a surcharge shall be imposed and paid to the TRRWA in addition to any other charges for sewage treatment as follows:

BOD:	\$ 0.40 per pound
Suspended Solids (SS):	\$ 0.55 per pound

Such surcharge shall be assessed to “high strength waste” which is hereby defined to be waste that is in excess of a baseline concentration of 250 mg/l.

Such surcharge shall be calculated as follows:

BOD:	(concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.40
SS:	(concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.55

**9. Miscellaneous**

A. Irrigation meter: Standard bi-monthly water use rates as listed in this ordinance shall apply.

**10. Capital Recovery Fees – Water Connections:**

Meter Size	2015	2016	2017	2018	2019
3/4" & 5/8"	\$ 2,644.00	\$ 2,930.00	\$ 3,217.00	\$ 3,504.00	\$ 3,791.00
1"	\$ 6,610.00	\$ 7,325.00	\$ 8,042.50	\$ 8,760.00	\$ 9,477.50

1.5"	\$ 13,220.00	\$ 14,650.00	\$ 16,085.00	\$ 17,520.00	\$ 18,955.00
2"	\$ 21,152.00	\$ 23,440.00	\$ 25,736.00	\$ 28,032.00	\$ 30,328.00
3"	\$ 42,304.00	\$ 46,880.00	\$ 51,472.00	\$ 56,064.00	\$ 60,656.00
4"	\$ 66,100.00	\$ 73,250.00	\$ 80,425.00	\$ 87,600.00	\$ 94,775.00
6"	\$ 132,200.00	\$ 146,500.00	\$ 160,850.00	\$ 175,200.00	\$ 189,550.00
8"	\$ 211,520.00	\$ 234,400.00	\$ 257,360.00	\$ 280,320.00	\$ 303,280.00
10"	\$ 304,060.00	\$ 336,950.00	\$ 369,955.00	\$ 402,960.00	\$ 435,965.00

**11. Capital Recovery Fees – Sewer Connections:**

		2015	2016	2017	2018	2019
Meter Size (In Inches)	3/4" & 5/8"	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00
	1"	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00
	1.5"	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00
	2"	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00
	3"	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00
	4"	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00
	6"	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00
	8"	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00
	10"	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00

In addition to all “hook-up” charges, sanitary sewer service charges and other existing charge and fees imposed by a member entity or by the TRRWA, a System Development Charge (SDC) for waste water treatment in the sum of \$1,957.00 will be charged for each new Equivalent Residential Unit (ERU) hereafter connected to the facilities of the TRRWA through the sanitary sewer lines of the member entities in accordance with the following conversion tables:

**RESIDENTIAL**

**COMMERCIAL**

**INDUSTRIAL**

<u>Dwelling</u>	<u>ERU's per Dwelling Unit</u>	<u>Water Meter Size (Inches)</u>	<u>ERU's Per Meter</u>	
Single family	1.00	5/8	1.00	1 ERU per each
Duplex, 3 or 4-plex	0.86	3/4	1.50	300 gallons /day flow
Apartment (5 or more)	0.67	1	2.50	
		1.5	5.00	
		2	8.00	
		3	16.00	
		4	25.00	
		6	50.00	
		8	80.00	

**12. Senior Citizens Reduction:**

Senior Citizens occupying residential dwellings shall be eligible for a reduction of the water/sewer portion of their utility bill of four dollars (\$4.00) per billing period,

provided they apply and are qualified for such a reduction pursuant to the authority contained in RCW 74.38.070 as a low-income senior citizen. Further, for purposes of implementing this section, the rate reduction will be applied at \$2.00 for water service and \$2.00 for sewer service per billing period. Those customers receiving either water service or sewer service will only receive a \$2.00 reduction per billing period.

For purposes of implementing this section, "low-income senior citizen" means a person who is sixty-one-(61) years of age or older and whose total income, including that of his or her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5) as it now exists or is hereafter amended. Further, for purposes of implementing this section, the definitions of "combined disposable income," "disposable income" and "co-tenant" shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.

**SECTION 2.** Beginning in the year 2015, the rates and fees established within Section 1 of this ordinance shall be annually reviewed by the City Council no later than November 30<sup>th</sup> of each year this ordinance to evaluate the effectiveness of the rate structure and determine if adjustments to the ordinance are necessary.

**SECTION 3.** This Ordinance shall be in full force and effect forty-three days after its passage and publication of summary as required by law.

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

PUBLISHED:

ORDINANCE NO. 10-3733

AN ORDINANCE OF THE CITY OF KELSO AMENDING  
ORDINANCE NO. ~~09-3698~~ 10-3733 UPDATING WATER AND  
SEWER ~~FEES~~ RATES.

WHEREAS, the City operates utilities for the provision of water and sewer services and has set rates and fees to fund the costs of these services; and

WHEREAS, the regular review and adjustment of rates and fees are necessary to maintain the fiscal sustainability of the sewer and water utilities, and the City commissioned a study to provide rate adjustment recommendations for the utilities; and

WHEREAS, the rate study conducted by FCS Group and presented to the City Council on July 15, 2014 recommended adjustments to water and sewer rates and capital recovery fees; and

WHEREAS, the City Council accepts the recommendations of the rate study to adjust rates and fees in amounts necessary to fund the operations and capital improvements of the utilities;

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

**SECTION 1.** That Ordinance No. ~~09-3698~~ 10-3733 is hereby amended to provide as follows:

**1. Water Rates for All Residential and Commercial Users within the Corporate Limits:**

**BI-MONTHLY CHARGES:**

		2015	2016	2017	2018	2019
Meter Size (In Inches)	3/4" & 5/8"	\$ 22.64	\$ 24.00	\$ 25.80	\$ 27.74	\$ 29.82
	1"	\$ 46.78	\$ 49.58	\$ 53.30	\$ 57.30	\$ 61.60
	1.5"	\$ 87.61	\$ 92.86	\$ 99.83	\$ 107.32	\$ 115.36
	2"	\$ 136.16	\$ 144.33	\$ 155.15	\$ 166.79	\$ 179.30
	3"	\$ 265.90	\$ 281.86	\$ 303.00	\$ 325.72	\$ 350.15
	4"	\$ 412.24	\$ 436.98	\$ 469.75	\$ 504.98	\$ 542.86
	6"	\$ 1,305.76	\$ 1,384.11	\$ 1,487.92	\$ 1,599.51	\$ 1,719.47
	8"	\$ 1,815.11	\$ 1,924.02	\$ 2,068.32	\$ 2,223.44	\$ 2,390.20
	10"	\$ 2,609.19	\$ 2,765.74	\$ 2,973.17	\$ 3,196.16	\$ 3,435.87

In addition to the fixed charge set forth above, each residential and commercial water customer of the utility shall pay an additional sum for every 100 cubic feet of water consumed.

2015	2016	2017	2018	2019
\$ 3.33	\$ 3.52	\$ 3.79	\$ 4.07	\$ 4.38

**2. Water Rates for all Industrial Users within the Corporate Limits:**

**BI-MONTHLY CHARGES**

	2015	2016	2017	2018	2019
Meter Size (In Inches)					
2"	\$ 3,630.93	\$ 3,848.79	\$ 4,137.45	\$ 4,447.76	\$ 4,781.34
3"	\$ 7,263.62	\$ 7,699.44	\$ 8,276.90	\$ 8,897.67	\$ 9,565.00
4"	\$ 11,351.91	\$ 12,033.02	\$ 12,935.50	\$ 13,905.66	\$ 14,948.58
6"	\$ 22,719.68	\$ 24,082.86	\$ 25,889.08	\$ 27,830.76	\$ 29,918.06
8"	\$ 36,318.01	\$ 38,497.09	\$ 41,384.37	\$ 44,488.20	\$ 47,824.82
10"	\$ 52,203.28	\$ 55,335.48	\$ 59,485.64	\$ 63,947.06	\$ 68,743.09

In addition to the fixed charge above, each industrial water customer of the utility shall pay an additional sum for every 100 cubic feet of water consumed.

2015	2016	2017	2018	2019
\$ 2.27	\$ 2.41	\$ 2.59	\$ 2.78	\$ 2.99

Customers must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial user.

**3. Private Fire System Connections (including sprinklers) shall be as follows:**

“Connection” shall mean individual line size (not size of water appurtenance).

**BI-MONTHLY CHARGES**

	2015	2016	2017	2018	2019
Meter Size (In Inches)					
1"	\$ 3.49	\$ 3.70	\$ 3.98	\$ 4.28	\$ 4.60
2"	\$ 13.97	\$ 14.81	\$ 15.92	\$ 17.11	\$ 18.40
3"	\$ 31.43	\$ 33.32	\$ 35.81	\$ 38.50	\$ 41.39
4"	\$ 55.87	\$ 59.22	\$ 63.66	\$ 68.44	\$ 73.57
6"	\$ 111.63	\$ 118.33	\$ 127.20	\$ 136.74	\$ 147.00
8"	\$ 192.10	\$ 203.63	\$ 218.90	\$ 235.32	\$ 252.96
10"	\$ 267.18	\$ 283.21	\$ 304.45	\$ 327.29	\$ 351.83

These charges also apply to references regarding fire services, fire standby fees, and fire monthly service charge.

**4. Service Outside City Limits:**

The normal rates for water and sewer service to individual accounts located outside the City boundaries shall be 1.5 times the in-City rate.

**5. New Connection Charges:**

~~For new water service connections, the meter installation charge shall be as follows:~~

<del>CONNECTION SIZE</del>	<del>INSIDE CITY</del>	<del>OUTSIDE CITY</del>
<del>3/4 x 5/8 meter set only</del>	<del>\$356.00</del>	<del>\$ 534.00</del>
<del>1" meter set only</del>	<del>\$750.00</del>	<del>\$1,125.00</del>

~~Over 1 inch services to be installed by customer's licensed contractor per city specifications and standards.~~

**65. Wholesale or Bulk Resale Rates:**

Rates charged to other public entities for bulk water for resale purposes shall be at a rate for every 100 cubic feet of water delivered, plus the applicable minimum service charge for the metered connection, as follows:

	2015	2016	2017	2018	2019
	\$ 1.40	\$ 1.48	\$ 1.60	\$ 1.71	\$ 1.84

**BI-MONTHLY CHARGES**

		2015	2016	2017	2018	2019
Meter Size (Inches)	1"	\$ 36.34	\$ 38.52	\$ 41.41	\$ 44.52	\$ 47.86
	1 1/2"	\$ 54.20	\$ 57.45	\$ 61.76	\$ 66.40	\$ 71.38
	2"	\$ 80.88	\$ 85.73	\$ 92.16	\$ 99.07	\$ 106.50
	3"	\$ 163.09	\$ 172.87	\$ 185.84	\$ 199.78	\$ 214.76
	4"	\$ 271.42	\$ 287.71	\$ 309.29	\$ 332.48	\$ 357.42
	6"	\$ 407.63	\$ 432.09	\$ 464.50	\$ 499.33	\$ 536.79

**76. Sewer Rates for All Residential and Commercial Users within the Corporate Limits**

**BI-MONTHLY CHARGES**

**SERVICE TYPE**

A. Residential standby only (use less than 200 cf/ Bi-monthly)

	2015	2016	2017	2018	2019
	\$ 17.93	\$ 19.19	\$ 20.53	\$ 21.97	\$ 23.51

B. All other residential dwellings

2015	2016	2017	2018	2019
\$ 111.14	\$ 113.36	\$ 115.63	\$ 117.94	\$ 120.30

C. (1) All Commercial Users

2015	2016	2017	2018	2019
\$ 111.14	\$ 113.36	\$ 115.63	\$ 117.94	\$ 120.30

(2) In addition, all commercial users consuming a quantity of water greater than ~~1300-1100~~ cubic feet per Bi-month shall be charged for every 100 cubic feet of water consumed in excess of ~~1300-1100~~ cubic feet per Bi-month.

2015	2016	2017	2018	2019
\$ 6.75	\$ 6.79	\$ 6.84	\$ 6.89	\$ 6.94

**87. Sewer Rates for All industrial Users within the Corporate Limits:**

All industrial customers shall pay the following sewer rates based on water consumption:

**BI-MONTHLY FIXED CHARGE**

2015	2016	2017	2018	2019
\$ 194.19	\$ 379.76	\$ 565.33	\$ 750.90	\$ 936.74

**VOLUME CHARGE**

2015	2016	2017	2018	2019
\$ 3.50	\$ 3.70	\$ 3.92	\$ 4.15	\$ 4.40

Customer must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial customer.

**98. Treatment of “High Strength Waste” – Surcharge:**

In the event that “high strength waste” is accepted for treatment by the Facilities, a surcharge shall be imposed and paid to the TRRWA in addition to any other charges for sewage treatment as follows:

BOD:	\$ 0.40 per pound
Suspended Solids (SS):	\$ 0.55 per pound

Such surcharge shall be assessed to “high strength waste” which is hereby defined to be waste that is in excess of a baseline concentration of 250 mg/l.

Such surcharge shall be calculated as follows:

BOD: (concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.40

SS: (concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.55

**109. Miscellaneous**

- ~~A. The City does not tap the sewer main for side sewers. This work must be completed by the customer's licensed contractor.~~
- ~~B. Sewer service calls resulting from private side responsibility at cost of labor, material, and equipment with a minimum of \$50.00 per call.~~
- ~~C. Service call fee for new customers or for water that is temporarily turned on or off \$25.00/call.~~
- ~~D. Service call for water reconnection fee after water is turned off for non-payment is \$100.00/call.~~
- ~~E. Penalty for meter tampering is \$200.00/occurrence to be paid as a condition to resumption of service.~~
- ~~F. Meter removal charge is \$100.00/occurrence. (Meters are removed where, in the City's judgment, such is necessary to insure that water will not be used without authorization.~~
- ~~G. Water meter test deposit \$25.00/test.~~
- ~~H. Cleaning Usage Fee—an owner of property or a property manager may pay a non-refundable fee of \$50.00 to have the water turned on for cleaning purposes for a period of 5 days only. After 5 days, the water will be automatically turned off and padlocked. The \$50.00 fee will allow up to 300 cubic feet of water usage. If water is used in excess of 300 cubic feet, the owner or property manager will be charged an additional \$3.26 per 100 cubic feet of water consumed, to be billed when the water is turned off. If the owner or property manager wishes the water to remain on after 5 days, then they must make a \$60.00 deposit in addition to the \$50.00 fee.~~
- ~~I~~A. Irrigation meter: Standard bi-monthly water use rates as listed in this ordinance shall apply.
- ~~J. Pumping charge for leak adjustment purposes shall be \$0.75 per 100 cubic feet.~~
- ~~K. Penalty for irrigating during a posted water shortage order is \$100.00/each occurrence.~~
- ~~L. Minimum Water/Sewer account deposits shall be \$60.00.~~

~~M. Latecomers agreement application fee shall be \$250.00 plus \$25.00/lot in the proposed benefited area. The appeal fee shall be \$500.00.~~

~~N. The Capital recovery appeal fee shall be \$500.00.~~

**1110. Capital Recovery Fees – Water Connections:**

	2015	2016	2017	2018	2019
3/4" & 5/8"	\$ 2,644.00	\$ 2,930.00	\$ 3,217.00	\$ 3,504.00	\$ 3,791.00
1"	\$ 6,610.00	\$ 7,325.00	\$ 8,042.50	\$ 8,760.00	\$ 9,477.50
1.5"	\$ 13,220.00	\$ 14,650.00	\$ 16,085.00	\$ 17,520.00	\$ 18,955.00
2"	\$ 21,152.00	\$ 23,440.00	\$ 25,736.00	\$ 28,032.00	\$ 30,328.00
3"	\$ 42,304.00	\$ 46,880.00	\$ 51,472.00	\$ 56,064.00	\$ 60,656.00
4"	\$ 66,100.00	\$ 73,250.00	\$ 80,425.00	\$ 87,600.00	\$ 94,775.00
6"	\$ 132,200.00	\$ 146,500.00	\$ 160,850.00	\$ 175,200.00	\$ 189,550.00
8"	\$ 211,520.00	\$ 234,400.00	\$ 257,360.00	\$ 280,320.00	\$ 303,280.00
10"	\$ 304,060.00	\$ 336,950.00	\$ 369,955.00	\$ 402,960.00	\$ 435,965.00

**1211. Capital Recovery Fees – Sewer Connections:**

	2015	2016	2017	2018	2019
3/4" & 5/8"	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00	\$ 1,721.00
1"	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00	\$ 4,302.00
1.5"	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00	\$ 8,605.00
2"	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00	\$ 13,768.00
3"	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00	\$ 27,536.00
4"	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00	\$ 43,025.00
6"	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00
8"	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00	\$ 137,680.00
10"	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00	\$ 197,915.00

In addition to all “hook-up” charges, sanitary sewer service charges and other existing charge and fees imposed by a member entity or by the TRRWA, a System Development Charge (SDC) for waste water treatment in the sum of \$1,957.00 will be charged for each new Equivalent Residential Unit (ERU) hereafter connected to the facilities of the TRRWA through the sanitary sewer lines of the member entities in accordance with the following conversion tables:

**RESIDENTIAL**

**COMMERCIAL**

**INDUSTRIAL**

<u>Dwelling</u>	<u>ERU's per Dwelling Unit</u>	<u>Water Meter Size (Inches)</u>	<u>ERU's Per Meter</u>	
Single family	1.00	5/8	1.00	1 ERU per each 300 gallons /day flow
Duplex, 3 or 4-plex	0.86	3/4	1.50	
Apartment (5 or more)	0.67	1	2.50	

1.5	5.00
2	8.00
3	16.00
4	25.00
6	50.00
8	80.00

**1312. Senior Citizens Reduction:**

Senior Citizens occupying residential dwellings shall be eligible for a reduction of the water/sewer portion of their utility bill of four dollars (\$4.00) per billing period, provided they apply and are qualified for such a reduction pursuant to the authority contained in RCW 74.38.070 as a low-income senior citizen. Further, for purposes of implementing this section, the rate reduction will be applied at \$2.00 for water service and \$2.00 for sewer service per billing period. Those customers receiving either water service or sewer service will only receive a \$2.00 reduction per billing period.

For purposes of implementing this section, “low-income senior citizen” means a person who is sixty-one-(61) years of age or older and whose total income, including that of his or her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5) as it now exists or is hereafter amended. Further, for purposes of implementing this section, the definitions of “combined disposable income,” “disposable income” and “co-tenant” shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.

**14. Rates for Water Hydrant Meter Rentals—Services:**

~~—Rates for water hydrant meter rentals shall, at a minimum, consist of a \$950.00 deposit, and a meter charge of \$5.00 per day, and a minimum charge of \$20.00 for wholesale or bulk resale rates for water consumption. The City Manager or his designee shall have authority to issue water hydrant meter permits in a form to be made available by the City Clerk.~~

SECTION 2. Beginning in the year 2015, the rates and fees established within Section 1 of this ordinance shall be annually reviewed by the City Council no later than November 30<sup>th</sup> of each year this ordinance to evaluate the effectiveness of the rate structure and determine if adjustments to the ordinance are necessary. ~~is in effect to verify the levels of rate and fee adjustments authorized for the subsequent year.~~

**SECTION 23.** This Ordinance shall be in full force and effect forty-three days after its passage and publication of summary as required by law.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this 7<sup>th</sup> 21<sup>st</sup>  
day of SeptemberOctober, 2010, 2014.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

| PUBLISHED: 9/11/10

**ORDINANCE NO. 10-3733**

**AN ORDINANCE OF THE CITY OF KELSO AMENDING  
ORDINANCE NO. 09-3698 UPDATING WATER AND SEWER  
FEES.**

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

**SECTION 1.** That Ordinance No. 09-3698 is hereby amended to provide as  
follows:

**1. Water Rates for All Residential and Commercial Users within the  
Corporate Limits:**

**BI-MONTHLY CHARGES:**

Meter Size (In Inches)	2009	2010	2011	2012	2013	2014
3/4 X 5/8	\$ 15.46	\$ 16.62	\$ 17.87	\$ 19.21	\$ 20.65	\$ 22.20
1	\$ 31.93	\$ 34.33	\$ 36.91	\$ 39.68	\$ 42.66	\$ 45.86
1.5	\$ 59.80	\$ 64.29	\$ 69.12	\$ 74.31	\$ 79.89	\$ 85.89
2	\$ 92.96	\$ 99.94	\$ 107.44	\$ 115.50	\$ 124.17	\$ 133.49
3	\$ 181.58	\$ 195.20	\$ 209.84	\$ 225.58	\$ 242.50	\$ 260.69
4	\$ 281.51	\$ 302.63	\$ 325.33	\$ 349.73	\$ 375.96	\$ 404.16
6	\$ 891.68	\$ 958.56	\$1,030.46	\$1,107.75	\$1,190.84	\$1,280.16
8	\$1,239.52	\$1,332.49	\$1,432.43	\$1,539.87	\$1,655.36	\$1,779.52
10	\$1,781.80	\$1,915.44	\$2,059.10	\$2,213.54	\$2,379.56	\$2,558.03

In addition to the fixed charge set forth above, each residential and commercial  
water customer of the utility shall pay an additional sum for every 100 cubic feet of water  
consumed.

2009	2010	2011	2012	2013	2014
\$2.27	\$2.44	\$2.62	\$2.82	\$3.03	\$3.26

**2. Water Rates for all Industrial Users within the Corporate Limits:**

**BI-MONTHLY CHARGES**

Meter Size (In Inches)	2009	2010	2011	2012	2013	2014
2	\$ 2,529.15	\$ 2,718.84	\$ 2,922.75	\$ 3,141.96	\$ 3,377.61	\$ 3,630.93
3	\$ 5,059.52	\$ 5,438.99	\$ 5,846.92	\$ 6,285.44	\$ 6,756.85	\$ 7,263.62
4	\$ 7,907.25	\$ 8,500.30	\$ 9,137.83	\$ 9,823.17	\$10,559.91	\$11,351.91
6	\$15,810.86	\$16,996.69	\$18,271.44	\$19,641.80	\$21,134.58	\$22,719.68
8	\$25,297.61	\$27,194.93	\$29,234.55	\$31,427.15	\$33,784.19	\$36,318.01
10	\$36,362.64	\$39,089.84	\$42,021.58	\$45,173.20	\$48,561.19	\$52,203.28

In addition to the fixed charge above, each industrial water customer of the utility  
shall pay an additional sum for every 100 cubic feet of water consumed.

<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
\$1.58	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27

Customers must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial user.

**3. Private Fire System Connections (including sprinklers) shall be as follows:**

“Connection” shall mean individual line size (not size of water appurtenance).

**BI-MONTHLY CHARGES**

<b>Connection Size</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
1"	\$ 2.38	\$ 2.56	\$ 2.75	\$ 2.96	\$ 3.18	\$ 3.42
2"	\$ 9.54	\$ 10.26	\$ 11.02	\$ 11.85	\$ 12.74	\$ 13.70
3"	\$ 21.46	\$ 23.07	\$ 24.80	\$ 26.66	\$ 28.66	\$ 30.81
4"	\$ 38.15	\$ 41.01	\$ 44.09	\$ 47.40	\$ 50.95	\$ 54.77
6"	\$ 76.23	\$ 81.95	\$ 88.09	\$ 94.70	\$ 101.80	\$ 109.44
8"	\$ 131.18	\$ 141.02	\$ 151.60	\$ 162.97	\$ 175.19	\$ 188.33
10"	\$ 182.46	\$ 196.14	\$ 210.86	\$ 226.67	\$ 243.67	\$ 261.94

These charges also apply to references regarding fire services, fire standby fees, and fire monthly service charge.

**4. Service Outside City Limits:**

The normal rates for water and sewer service to individual accounts located outside the City boundaries shall be 1.5 times the in-City rate.

**5. New Connection Charges:**

For new water service connections, the meter installation charge shall be as follows:

<b><u>CONNECTION SIZE</u></b>	<b><u>INSIDE CITY</u></b>	<b><u>OUTSIDE CITY</u></b>
3/4 x 5/8 meter set only	\$356.00	\$ 534.00
1" meter set only	\$750.00	\$1,125.00

Over 1 inch services to be installed by customer’s licensed contractor per city specifications and standards.

**6. Wholesale or Bulk Resale Rates:**

Rates charged to other public entities for bulk water for resale purposes shall be at a rate for every 100 cubic feet of water delivered, plus the applicable minimum service charge for the metered connection, as follows:

2009	2010	2011	2012	2013	2014
\$0.96	\$1.03	\$1.11	\$1.19	\$1.28	\$1.37

**BI-MONTHLY CHARGES**

Connection Size	2009	2010	2011	2012	2013	2014
1"	\$ 24.82	\$ 26.68	\$ 28.68	\$ 30.84	\$ 33.15	\$ 35.63
1.5"	\$ 37.01	\$ 39.79	\$ 42.77	\$ 45.98	\$ 49.43	\$ 53.14
2"	\$ 55.23	\$ 59.38	\$ 63.83	\$ 68.62	\$ 73.76	\$ 79.29
3"	\$ 111.37	\$ 119.72	\$ 128.70	\$ 138.35	\$ 148.73	\$ 159.89
4"	\$ 185.35	\$ 199.25	\$ 214.20	\$ 230.26	\$ 247.53	\$ 266.10
6"	\$ 278.37	\$ 299.25	\$ 321.69	\$ 345.82	\$ 371.76	\$ 399.64

**7. Sewer Rates for All Residential and Commercial Users within the Corporate Limits**

**BI-MONTHLY CHARGES**

**SERVICE TYPE**

A. Residential standby only (use less than 200 cf/ Bi-monthly)

2010	2011	2012	2013	2014
\$15.15	\$15.60	\$16.07	\$16.55	\$16.76

B. All other residential dwellings

2009	2010	2011	2012	2013	2014
\$95.57	\$98.44	\$101.39	\$104.43	\$107.57	\$108.96

C. (1) All Commercial Users

2009	2010	2011	2012	2013	2014
\$95.57	\$98.44	\$101.39	\$104.43	\$107.57	\$108.96

(2) In addition, all commercial users consuming a quantity of water greater than 1300 cubic feet per Bi-month shall be charged for every 100 cubic feet of water consumed in excess of 1300 cubic feet per Bi-month.

2009	2010	2011	2012	2013	2014
\$5.89	\$6.07	\$6.25	\$6.44	\$6.63	\$6.70

**8. Sewer Rates for All industrial Users within the Corporate Limits:**

All industrial customers shall pay the following sewer rates based on water consumption:

**BI-MONTHLY FIXED CHARGE**

2009	2010	2011	2012	2013	2014
\$7.56	\$7.79	\$8.02	\$8.26	\$8.51	\$8.62

**VOLUME CHARGE**

	2009	2010	2011	2012	2013	2014
Per CCF	\$2.99	\$3.08	\$3.17	\$3.27	\$3.37	\$3.41

Customer must consume a minimum of 25,000 cubic feet per day of water to qualify as an industrial customer.

**9. Treatment of “High Strength Waste” – Surcharge:**

In the event that “high strength waste” is accepted for treatment by the Facilities, a surcharge shall be imposed and paid to the TRRWA in addition to any other charges for sewage treatment as follows:

BOD:	\$ 0.40 per pound
Suspended Solids (SS):	\$ 0.55 per pound

Such surcharge shall be assessed to “high strength waste” which is hereby defined to be waste that is in excess of a baseline concentration of 250 mg/l.

Such surcharge shall be calculated as follows:

BOD:	(concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.40
SS:	(concentration [mg/l] – 250 mg/l) x 8.34 x flow (mgd) x \$0.55

**10. Miscellaneous**

- A. The City does not tap the sewer main for side-sewers. This work must be completed by the customer’s licensed contractor.
- B. Sewer service calls resulting from private side responsibility at cost of labor, material, and equipment with a minimum of \$50.00 per call.
- C. Service call fee for new customers or for water that is temporarily turned on or off \$25.00/call.

- D. Service call for water reconnection fee after water is turned off for non-payment is \$100.00/call.
- E. Penalty for meter tampering is \$200.00/occurrence to be paid as a condition to resumption of service.
- F. Meter removal charge is \$100.00/occurrence. (Meters are removed where, in the City's judgment, such is necessary to insure that water will not be used without authorization.
- G. Water meter test deposit \$25.00/test.
- H. Cleaning Usage Fee – an owner of property or a property manager may pay a non-refundable fee of \$50.00 to have the water turned on for cleaning purposes for a period of 5 days only. After 5 days, the water will be automatically turned off and padlocked. The \$50.00 fee will allow up to 300 cubic feet of water usage. If water is used in excess of 300 cubic feet, the owner or property manager will be charged an additional \$3.26 per 100 cubic feet of water consumed, to be billed when the water is turned off. If the owner or property manager wishes the water to remain on after 5 days, then they must make a \$60.00 deposit in addition to the \$50.00 fee.
- I. Irrigation meter: Standard bi-monthly water use rates as listed in this ordinance shall apply.
- J. Pumping charge for leak adjustment purposes shall be \$0.75 per 100 cubic feet.
- K. Penalty for irrigating during a posted water shortage order is \$100.00/each occurrence.
- L. Minimum Water/Sewer account deposits shall be \$60.00.
- M. Latecomers agreement application fee shall be \$250.00 plus \$25.00/lot in the proposed benefited area. The appeal fee shall be \$500.00.
- N. The Capital recovery appeal fee shall be \$500.00.

**11. Capital Recovery Fees – Water Connections:**

<u>CONNECTION SIZE</u> <u>FEE</u>	<u>METER EQUIVALENTS</u>  (Compound Meter)	<u>CAPITAL RECOVERY</u>
3/4 x 5/8"	1	\$ 1,969
1"	2.5	\$ 4,923
1.5"	5.0	\$ 9,845
2"	8.00	\$ 15,752
3"	16	\$ 31,504

4"	25	\$ 49,225
6"	50	\$ 98,450
8"	80	\$ 157,520
10"	115	\$ 226,435

**12. Capital Recovery Fees – Sewer Connections:**

<u>CONNECTIONS</u> <u>FEE</u>	<u>METER EQUIVALENTS</u> (Compound Meter)	<u>CAPITAL RECOVERY</u>
3/4 x 5/8"	1	\$ 2,254
1"	2.5	\$ 5,635
1.5"	5.0	\$ 11,270
2"	8.00	\$ 18,032
3"	16	\$ 36,064
4"	25	\$ 56,350
6"	50	\$ 112,700
8"	80	\$ 180,320
10"	115	\$ 259,210

In addition to all "hook-up" charges, sanitary sewer service charges and other existing charge and fees imposed by a member entity or by the TRRWA, a System Development Charge (SDC) for waste water treatment in the sum of \$1,957.00 will be charged for each new Equivalent Residential Unit (ERU) hereafter connected to the facilities of the TRRWA through the sanitary sewer lines of the member entities in accordance with the following conversion tables:

<u>RESIDENTIAL</u>		<u>COMMERCIAL</u>		<u>INDUSTRIAL</u>
<u>Dwelling</u>	ERU's per <u>Dwelling Unit</u>	Water Meter Size ( <u>Inches</u> )	ERU's <u>Per Meter</u>	
Single family	1.00	5/8	1.00	1 ERU per each
Duplex, 3 or 4-plex	0.86	¾	1.50	300 gallons /day flow
Apartment (5 or more)	0.67	1	2.50	
		1.5	5.00	
		2	8.00	
		3	16.00	
		4	25.00	
		6	50.00	
		8	80.00	

**13. Senior Citizens Reduction:**

Senior Citizens occupying residential dwellings shall be eligible for a reduction of the water/sewer portion of their utility bill of four dollars (\$4.00) per billing period, provided they apply and are qualified for such a reduction pursuant to the authority contained in RCW 74.38.070 as a low-income senior citizen. Further, for purposes of implementing this section, the rate reduction will be applied at \$2.00 for water service

and \$2.00 for sewer service per billing period. Those customers receiving either water service or sewer service will only receive a \$2.00 reduction per billing period.

For purposes of implementing this section, "low-income senior citizen" means a person who is sixty-one-(61) years of age or older and whose total income, including that of his or her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5) as it now exists or is hereafter amended. Further, for purposes of implementing this section, the definitions of "combined disposable income," "disposable income" and "co-tenant" shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.

**14. Rates for Water Hydrant Meter Rentals – Services:**

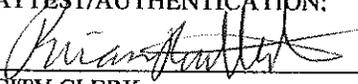
Rates for water hydrant meter rentals shall, at a minimum, consist of a \$950.00 deposit, and a meter charge of \$5.00 per day, and a minimum charge of \$20.00 for wholesale or bulk resale rates for water consumption. The City Manager or his designee shall have authority to issue water hydrant meter permits in a form to be made available by the City Clerk.

**SECTION 2.** This Ordinance shall be in full force and effect forty-three days after its passage and publication of summary as required by law.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this 7th day of September, 2010.

  
MAYOR

ATTEST/AUTHENTICATION:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

PUBLISHED: 9/11/10

# City of Kelso



## 2014 Water, Sewer, and Stormwater Rate Study

# Summary of Results - Rates

- Water needs substantial annual increases over next five years to address major capital liability
- Sewer is in good shape, needs inflation-based increases only
- Stormwater needs a large increase in first year, then inflation-based increases thereafter

Utility	2015	2016	2017	2018	2019
Water	8.5%	8.5%	7.5%	7.5%	7.5%
Sewer	3.0%	3.0%	3.0%	3.0%	3.0%
Stormwater	18.0%	3.0%	3.0%	3.0%	3.0%

# Summary of Results - Rates

- Largest part of bill (sewer) has lowest increases
- Looking at all three utilities, over all five years, over all customer classes, average utility rate increase is 5% per year

<b>Combined Utility Rate Increases</b>				
	Est. 2014 Rate Revenue	% of Total	2015 Increase	2015-2019 Cumulative % $\Delta$
Water	\$ 2,873,850	35%	8.5%	46.2%
Sewer	\$ 4,749,891	58%	3.0%	15.9%
Stormwater	\$ 581,223	7%	18.0%	32.8%
<b>Total</b>	<b>\$ 8,204,964</b>	<b>100%</b>	<b>6.0%</b>	<b>27.7%</b>
<b>Total - Average Annual</b>				<b>5.0%</b>

# Summary – Capital Recovery Fees

- Recommend phase-in of water CRF increase
- Sewer CRF is reduced
- Stormwater CRF should be per Equivalent Service Unit (ESU), with projected increases each year
- Overall CRFs increasing 6-7% through 2019

	Existing	2015	2016	2017	2018	2019	2020
Water	\$1,969	\$2,644	\$2,930	\$3,217	\$3,504	\$3,791	\$3,791
Sewer	\$2,254	\$1,721	\$1,721	\$1,721	\$1,721	\$1,721	\$1,721
Stormwater	\$0	\$143	\$176	\$217	\$267	\$329	\$404
Combined	\$4,223	\$4,508	\$4,828	\$5,155	\$5,492	\$5,840	\$5,916
% Increase		6.7%	7.1%	6.8%	6.5%	6.3%	1.3%

*Assumes 5/8" x 3/4" meter (1 meter-equivalent) or 1 single-family house.*

# Water Bi-Monthly Rates

Overall Rate increase - all classes: 8.50% 8.50% 7.50% 7.50% 7.50%						
Class	2014	2015	2016	2017	2018	2019
<b>Residential / Commercial - Fixed Charge per Bi-month</b>						
3/4" & 5/8"	\$22.20	\$24.09	\$26.13	\$28.09	\$30.20	\$32.47
1"	\$45.86	\$49.76	\$53.99	\$58.04	\$62.39	\$67.07
1.5"	\$85.89	\$93.19	\$101.11	\$108.70	\$116.85	\$125.61
2"	\$133.49	\$144.84	\$157.15	\$168.93	\$181.60	\$195.22
3"	\$260.69	\$282.85	\$306.89	\$329.91	\$354.65	\$381.25
4"	\$404.16	\$438.51	\$475.79	\$511.47	\$549.83	\$591.07
6"	\$1,280.16	\$1,388.97	\$1,507.04	\$1,620.06	\$1,741.57	\$1,872.19
8"	\$1,779.52	\$1,930.78	\$2,094.90	\$2,252.01	\$2,420.91	\$2,602.48
10"	\$2,558.03	\$2,775.46	\$3,011.38	\$3,237.23	\$3,480.02	\$3,741.02
<b>Residential / Commercial - Volume Charge</b>						
Per 100 cubic ft.	\$3.26	\$3.54	\$3.84	\$4.13	\$4.44	\$4.77
<b>Industrial - Fixed Charge per Bi-month</b>						
6"	\$22,719.68	\$24,650.85	\$26,746.18	\$28,752.14	\$30,908.55	\$33,226.69
<b>Industrial - Volume Charge</b>						
Per 100 cubic ft.	\$2.27	\$2.46	\$2.67	\$2.87	\$3.09	\$3.32

- Fixed charge by meter size plus volume rate
- Assumes across-the-board increases

# Water Bi-Monthly Rates

## New Staff-Proposed Water Bi-Monthly Rates

Class	2014	2015	2016	2017	2018	2019
<b>Residential/Commercial Fixed Charge per bi-month</b>		2%	6%	7.50%	7.50%	7.50%
3/4" & 5/8"	\$ 22.20	\$ 22.64	\$ 24.00	\$ 25.80	\$ 27.74	\$ 29.82
1"	\$ 45.86	\$ 46.78	\$ 49.58	\$ 53.30	\$ 57.30	\$ 61.60
1.5"	\$ 85.89	\$ 87.61	\$ 92.86	\$ 99.83	\$ 107.32	\$ 115.36
2"	\$ 133.49	\$ 136.16	\$ 144.33	\$ 155.15	\$ 166.79	\$ 179.30
3"	\$ 260.69	\$ 265.90	\$ 281.86	\$ 303.00	\$ 325.72	\$ 350.15
4"	\$ 404.16	\$ 412.24	\$ 436.98	\$ 469.75	\$ 504.98	\$ 542.86
6"	\$ 1,280.16	\$ 1,305.76	\$ 1,384.11	\$ 1,487.92	\$ 1,599.51	\$ 1,719.47
8"	\$ 1,779.52	\$ 1,815.11	\$ 1,924.02	\$ 2,068.32	\$ 2,223.44	\$ 2,390.20
10"	\$ 2,558.03	\$ 2,609.19	\$ 2,765.74	\$ 2,973.17	\$ 3,196.16	\$ 3,435.87
<b>Residential/Commercial Volume Charge</b>						
<i>per 100 cubic feet (ccf)</i>	\$ 3.26	\$ 3.33	\$ 3.52	\$ 3.79	\$ 4.07	\$ 4.38
<b>Industrial Fixed per bi-month</b>		0%	6%	7.50%	7.50%	7.50%
6"	\$ 22,719.68	\$ 22,719.68	\$ 24,082.86	\$ 25,889.08	\$ 27,830.76	\$ 29,918.06
<b>Industrial Volume Charge</b>						
<i>per 100 cubic feet (ccf)</i>	\$ 2.27	\$ 2.27	\$ 2.41	\$ 2.59	\$ 2.78	\$ 2.99

# Alternative 3 – Phased Cost-of-Service Rates

## Staff-Proposed Sewer Bi-Monthly Rates

Avg Annual Increase	Class	2014	2015	2016	2017	2018	2019
<b>Uniform Single Family Rate</b>							
2%	Single Family	\$ 108.96	\$ 111.14	\$ 113.36	\$ 115.63	\$ 117.94	\$ 120.30
7%	Residential Standby	\$ 16.76	\$ 17.93	\$ 19.19	\$ 20.53	\$ 21.97	\$ 23.51
<b>Commercial &amp; Industrial</b>							
2%	Commercial Bi-Monthly	\$ 108.96	\$ 111.14	\$ 113.36	\$ 115.63	\$ 117.94	\$ 120.30
0.70%	Commercial Volume	\$ 6.70	\$ 6.75	\$ 6.79	\$ 6.84	\$ 6.89	\$ 6.94
			<b>2.50%</b>	<b>5.90%</b>	<b>5.90%</b>	<b>5.90%</b>	<b>5.90%</b>
Equal \$ Δ	Industrial Volume	\$ 3.41	\$ 3.50	\$ 3.70	\$ 3.92	\$ 4.15	\$ 4.40
	Industrial Bi-Monthly (fixed increase)	\$ 8.62	\$ 194.19	\$ 379.76	\$ 565.33	\$ 750.90	\$ 936.47

# Stormwater Bi-Monthly Rates

Percentage Rate increase:		18.00%	3.00%	3.00%	3.00%	3.00%
Class	2014	2015	2016	2017	2018	2019
<b>Residential</b>						
Single Family (per house)	\$15.10	\$17.82	\$18.35	\$18.90	\$19.47	\$20.05
Multi-family (per unit)	\$15.10	\$17.82	\$18.35	\$18.90	\$19.47	\$20.05
<b>Other Developed Parcels (Per Gross Acre)</b>						
Very light - 0% to 9%	\$7.22	\$8.52	\$8.78	\$9.04	\$9.31	\$9.59
Moderately light - 10% to 24%	\$19.02	\$22.44	\$23.12	\$23.81	\$24.52	\$25.26
Light - 25% to 39%	\$33.10	\$39.06	\$40.23	\$41.44	\$42.68	\$43.96
Moderate - 40% to 54%	\$47.32	\$55.84	\$57.51	\$59.24	\$61.02	\$62.85
Moderately heavy - 55% to 69%	\$61.40	\$72.45	\$74.63	\$76.86	\$79.17	\$81.55
Heavy - 70% to 84%	\$78.02	\$92.06	\$94.83	\$97.67	\$100.60	\$103.62
Very heavy - 85% to 100%	\$99.46	\$117.36	\$120.88	\$124.51	\$128.25	\$132.09
<i>Tiers based on % of impervious area</i>						
<i>Minimum charge for non-residential</i>	\$15.10	\$17.82	\$18.35	\$18.90	\$19.47	\$20.05

- Flat charge for single family residential; per unit for multi-family; non-residential based on density tiers
- With density tiers, charge should be applied to gross acres, not impervious acres

# Impact on Sample Stormwater Bills

Sample Customers	2014		2015		% Change	\$ Change
	Existing		Proposed			
Single Family Residential	\$ 15.10		\$ 17.82		18.0%	\$ 2.72
Multi-family, 8 units	\$ 120.80		\$ 142.56		18.0%	\$ 21.76
Commercial:						
25-39% Density, 4 acres	\$ 132.40		\$ 156.24		18.0%	\$ 23.84
<85% Density, 0.5 acres	\$ 49.73		\$ 58.68		18.0%	\$ 8.95
Industrial	\$ 903.23		\$ 1,065.81		18.0%	\$ 162.58

- 2014-2015 comparison
- Commercial: we assumed two customers, one with 25-39% density and 4-acre parcel, the other with >85% density and a half-acre parcel
- Because stormwater increases are across-the-board, everyone's bill increases by 18% in 2015

# Combined Sample Bill Impact

Sample Customers	2014		2015		% Change	\$ Change
	Existing		Proposed			
<b>Single Family Assuming Uniform Sewer Rate:</b>						
Very Low Usage, 5/8"x3/4" meter, 1 ccf/bi-month	\$	57.32	\$	63.37	10.6%	\$ 6.05
Low Usage, 5/8"x3/4", 6 ccf/bi-month	\$	165.82	\$	174.21	5.1%	\$ 8.39
Medium Usage, 5/8"x3/4" meter, 12 ccf/bi-month	\$	185.38	\$	195.43	5.4%	\$ 10.05
High Usage, 5/8"x3/4" meter, 16 ccf/bi-month	\$	204.94	\$	216.65	5.7%	\$ 11.71
<b>Multi-family, Commercial, and Industrial:</b>						
Multi-family, 8 units, 1.5" meter, 52 ccf/bi-month	\$	746.47	\$	807.51	8.2%	\$ 61.04
Commercial, 1.5" meter, 52 ccf/bi-month						
25-39% Density, 4 Impervious Acres	\$	758.07	\$	821.19	8.3%	\$ 63.12
<85% Density, .5 Impervious Acre	\$	675.40	\$	723.63	7.1%	\$ 48.23
Industrial, 6" meter, 64,400 ccf/bi-month	\$	389,423.53	\$	417,008.83	7.1%	\$ 27,585.30

- Other than the very lowest volumes, this assumes uniform single family sewer rate; however, water charges still vary based on usage

# Combined Sample Bill Impact

	2014 Existing	2015 Proposed	% Change	\$Change
<b>Staff-Proposed Sample Customers</b>				
<b>Single Family Assuming Uniform Sewer Rate:</b>				
Very Low Usage, 5/8" x 3/4" meter, 1ccf/bi-month	\$ 57.32	\$ 61.72	7.7%	\$ 4.40
Low Usage, 5/8"x3/4" meter, 6ccf/bi-month	\$ 165.82	\$ 171.55	3.5%	\$ 5.73
Medium Usage, 5/8"x3/4" meter, 12ccf/bi-month	\$ 185.38	\$ 191.50	3.3%	\$ 6.12
High Usage, 5/8"x3/4" meter, 16ccf/bi-month	\$ 198.42	\$ 204.80	3.2%	\$ 6.38
<b>Multi-Family, Commercial, and Industrial:</b>				
Multi-family, 8 units 1.5" meter, 52ccf/bi-month	\$ 746.47	\$ 777.47	4.2%	\$ 31.00
Commercial, 1.5" meter, 52ccf/bi-month				
25-39% Density, 4 Impervious acres	\$ 758.07	\$ 791.15	4.4%	\$ 33.08
<85% Density, 0.5 Impervious acres	\$ 675.40	\$ 693.59	2.7%	\$ 18.19
Industrial, 6" meter, 64,400 ccf/bi-month	\$ 389,424	\$ 394,195	1.2%	\$ 4,771.47

# Cumulative Adjustments 2015-19

## Staff-proposed 5-year cumulative

- **Water** – 34.3% Residential & Commercial
  - 31.7% Industrial
- **Sewer** – 10.4% Residential & Commercial Base
  - 3.6% Residential Standby & Commercial Volume
  - 28.9% Industrial Volume
  - \$927.85/bi-month – Fixed Industrial Base Increase
- **Stormwater** – 32.8% All rate classes

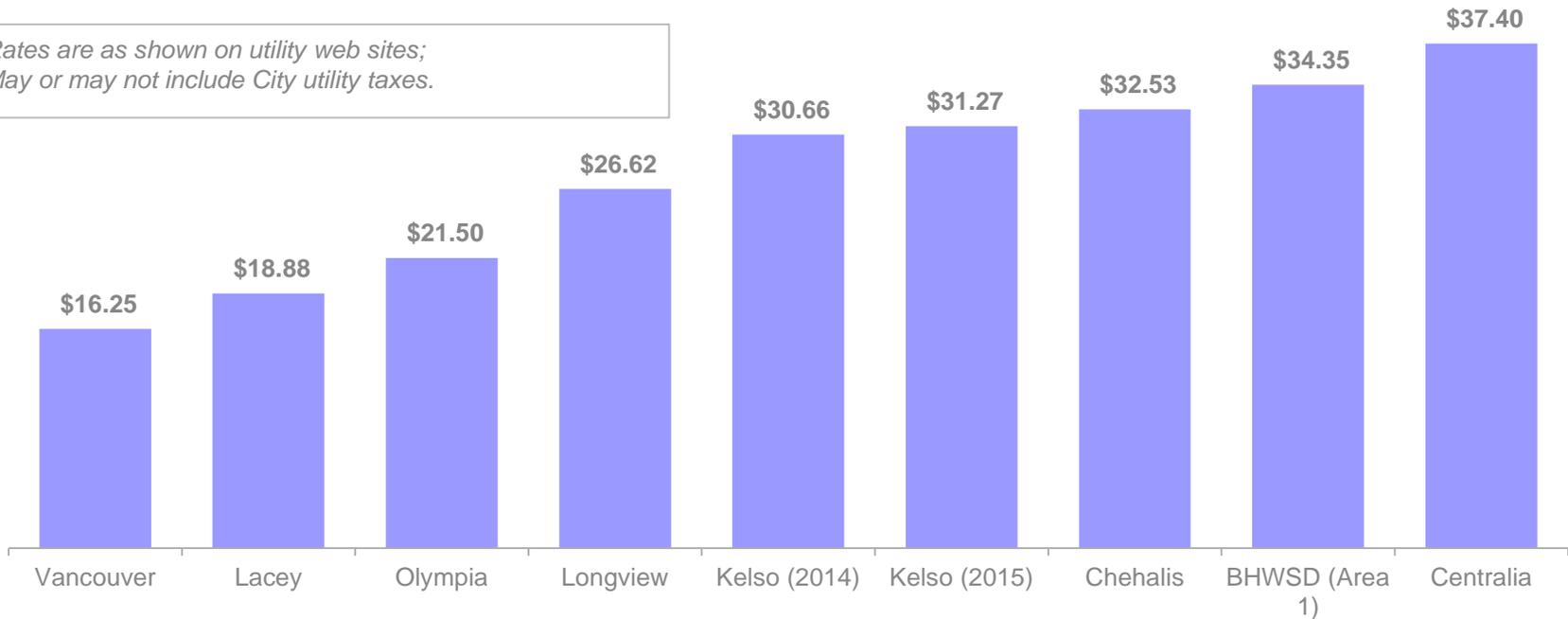
*(Note: 2016-2019 rates will be evaluated and adjusted annually based upon actual receipts, expenditures, and debt service requirements)*

# Rate Comparison with Other Utilities

# Water Rate Comparison

## Water Survey - Monthly Single Family Rates (6 ccf per Month / Smallest Meter Size)

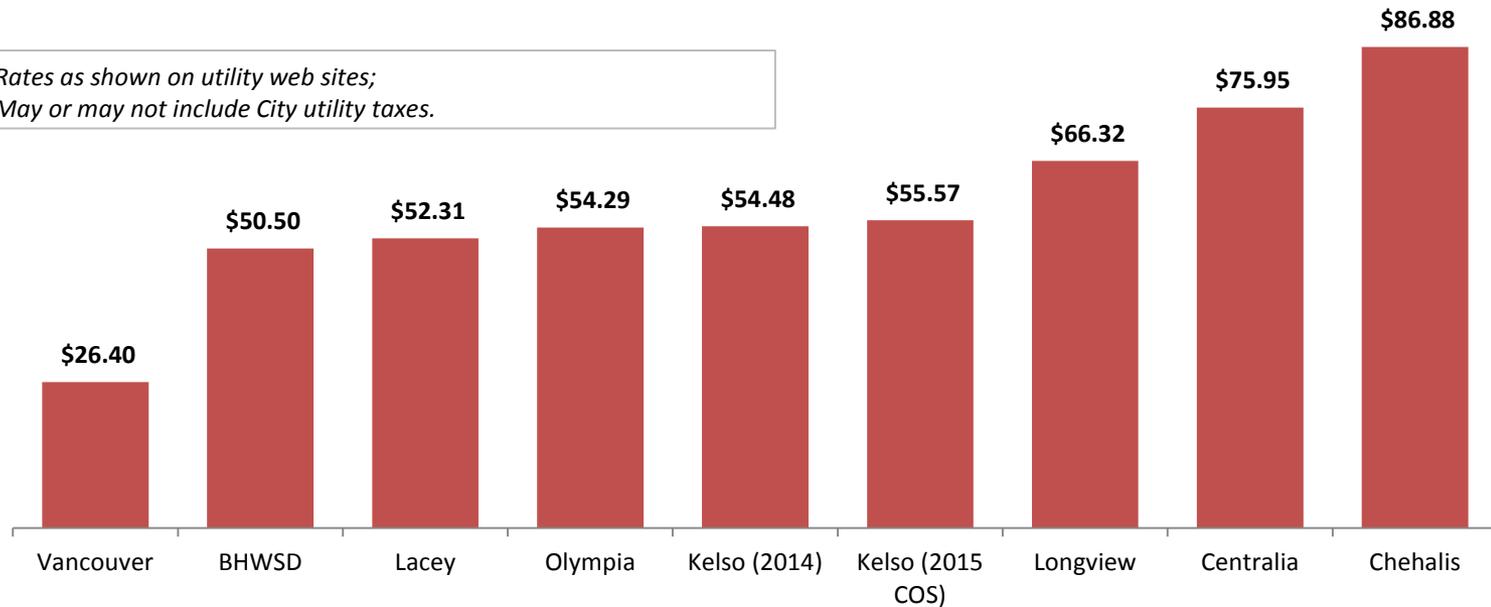
Rates are as shown on utility web sites;  
May or may not include City utility taxes.



# Sewer Rate Comparison

## Sewer Survey - Monthly Single Family Rates (6 ccf per Month)

Rates as shown on utility web sites;  
May or may not include City utility taxes.

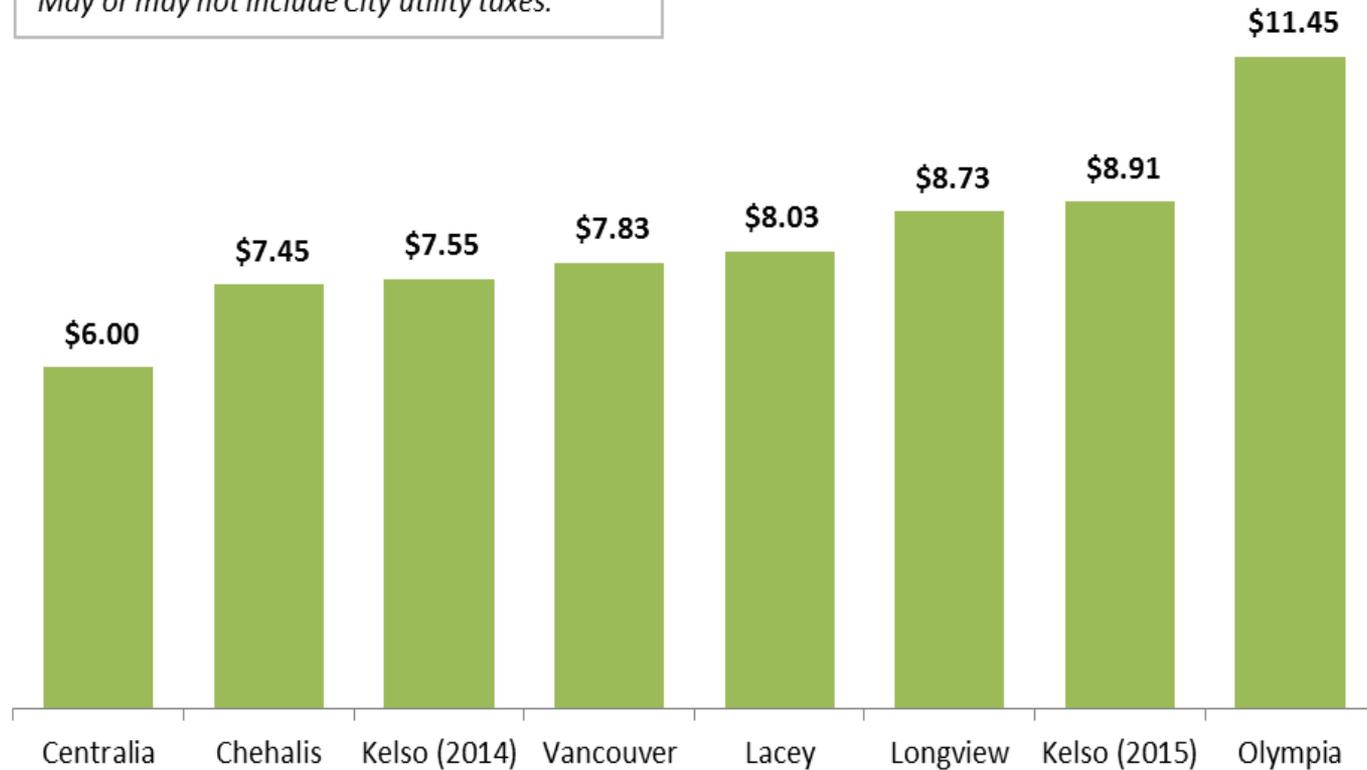


BHWS D = Beacon Hill Water and Sewer District

# Stormwater Rate Comparison

## Stormwater Survey - Monthly Single Family Rates

*Rates as shown on utility web sites;  
May or may not include City utility taxes.*

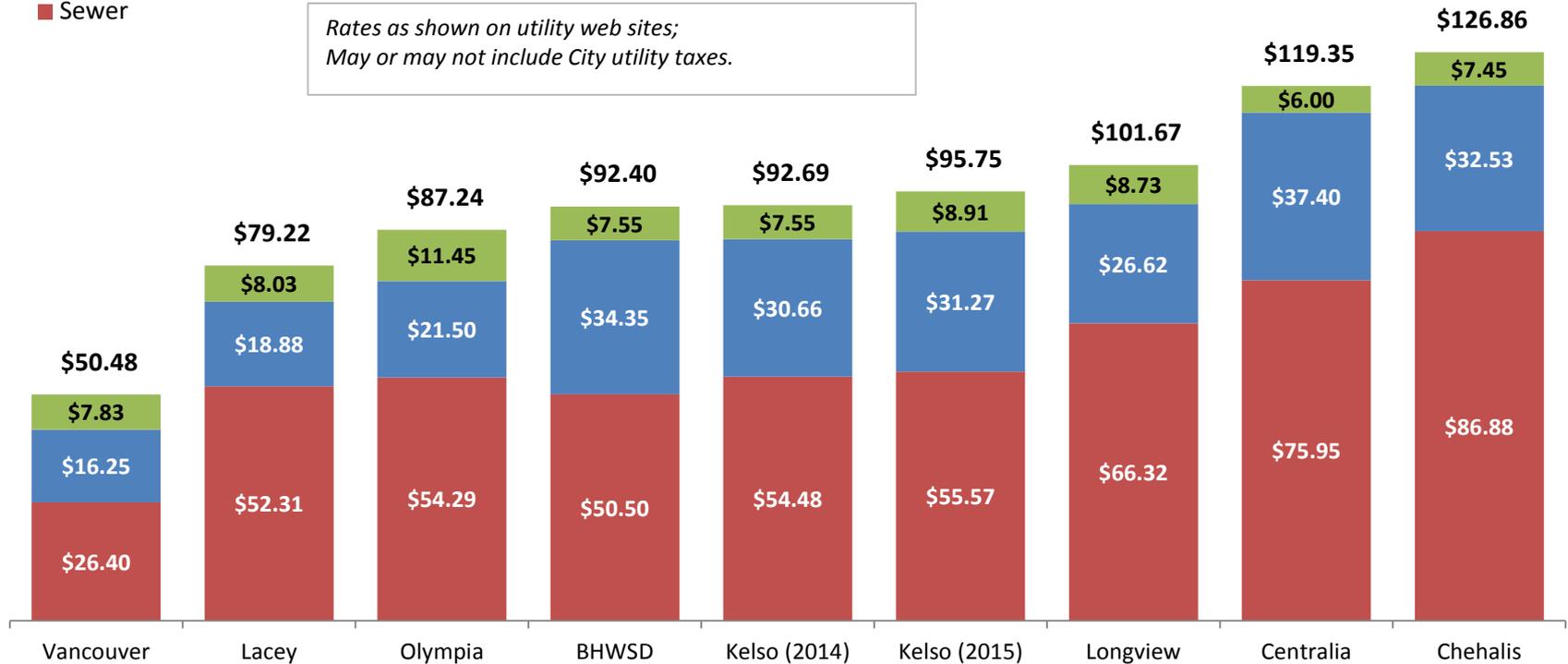


# Combined Utility Rate Comparison

- Storm
- Water
- Sewer

## Single Family Combined Monthly Utility Bill

Rates as shown on utility web sites;  
May or may not include City utility taxes.



BHWS D = Beacon Hill Water and Sewer District, with Kelso stormwater rates

# Recommended CRF Schedule

	Existing	2015	2016	2017	2018	2019	2020
Water	\$1,969	\$2,644	\$2,930	\$3,217	\$3,504	\$3,791	\$3,791
Sewer	\$2,254	\$1,721	\$1,721	\$1,721	\$1,721	\$1,721	\$1,721
Stormwater	\$0	\$143	\$176	\$217	\$267	\$329	\$404
Combined	\$4,223	\$4,508	\$4,828	\$5,155	\$5,492	\$5,840	\$5,916
% Increase		6.7%	7.1%	6.8%	6.5%	6.3%	1.3%
<i>Assumes 5/8" x 3/4" meter (1 meter-equivalent) or 1 single-family house.</i>							

# Summary of Recommendations

- Adopt System Wide Rate Increases of:

Utility	2015	2016	2017	2018	2019
Water	8.5%	8.5%	7.5%	7.5%	7.5%
Sewer	3.0%	3.0%	3.0%	3.0%	3.0%
Stormwater	18.0%	3.0%	3.0%	3.0%	3.0%

- Separate Water and Sewer into separate funds
- Water and Stormwater across-the-board increases
  - Stormwater: apply density tier rates to gross acres
- Phased Sewer cost-of-service adjustment
  - Reduce MF/Commercial allowance to 11 ccf/bi-month
  - Unless a strong policy preference for tiered rates, suggest leaving uniform Single Family sewer rate
- CRFs – phase in Water increase, create Stormwater CRF per ESU with projected increases

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE: (1<sup>st</sup> READING) AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING SECTIONS 13.10.050, 13.10.110 AND ADDING SECTION 13.10.115 OF THE KELSO MUNICIPAL CODE RELATING TO THE STORMWATER MANAGEMENT UTILITY AND ESTABLISHING A CAPITAL RECOVERY CHARGE FOR CONNECTION TO THE INFRASTRUCTURE AND SERVICES PROVIDED BY THE UTILITY.**

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

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

**For Agenda of:** October 21, 2014 \_\_\_\_\_

**Originator:** Steve Taylor, City Manager \_\_\_\_\_

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

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

**PRESENTED BY:**

Steve Taylor

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**Agenda Item Attachments:**

Proposed Ordinance (1<sup>st</sup> Reading) Amending Chapter 13.10 KMC Stormwater Utility

**SUMMARY STATEMENT:**

The rate study conducted by FCS Group for the Stormwater (Drainage) Utility recommended establishing a capital recovery charge for those parcels moving from an undeveloped to a developed state resulting in their connection to the stormwater system. Capital recovery charges are currently assessed on new development for the water and sewer utilities. Council provided direction to staff to prepare an ordinance for consideration of the recommended capital recovery charge.

The attached ordinance amends several sections of Chapter 13.10 KMC Stormwater Utility and authorizes the assessment and collection of the charge. An "Equivalent Service Unit" is defined as an area of 2,500 square feet of impervious surface which is typically associated with the average impervious footprint of a single family residence. This "ESU" will be used to calculate the capital recovery charge for new non-residential development. Detached single family residences and manufactured homes are deemed to contain one (1) ESU.

The ESU base charge will be included in the stormwater utility rate ordinance that is being placed before Council on 1<sup>st</sup> reading at the October 7<sup>th</sup> regular meeting.

According to the Utility Rate Section of the AWC Tax and User Fee Survey covering data from 2012, the following cities reported having a stormwater capital recovery (or system development) charge:

Algona	Bremerton	Ferndale	Lacey	Renton
Anacortes	Buckley	Friday Harbor	Leavenworth	Sammamish
Auburn	Burlington	Gig Harbor	Lynden	Stanwood
Battle Ground	Des Moines	Granite Falls	Okanogan	Sumas
Bellingham	DuPont	Issaquah	Olympia	Sumner
Black Diamond	Duvall	Kent	Pacific	
Blaine	East Wenatchee	Kirkland	Puyallup	
Bonney Lake	Edmonds	La Conner	Redmond	

**OPTIONS:**

- 1) Move to approve the Ordinance on first reading amending Chapter 13.10 KMC Stormwater Utility.
- 2) Do not approve the Ordinance on first reading.
- 3) Delay action on the Ordinance and bring back for consideration following further revision.

**RECOMMENDED ACTION:**

Approve the ordinance on first reading amending Chapter 13.10 KMC Stormwater Utility.

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

**AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING SECTIONS 13.10.050, 13.10.110 AND ADDING SECTION 13.10.115 OF THE KELSO MUNICIPAL CODE RELATING TO THE STORMWATER MANAGEMENT UTILITY AND ESTABLISHING A CAPITAL RECOVERY CHARGE FOR CONNECTION TO THE INFRASTRUCTURE AND SERVICES PROVIDED BY THE UTILITY.**

WHEREAS, the City Council authorized the establishment of a stormwater management utility and has periodically adopted and adjusted rates and fees to fund the operations and maintenance of the facility; and

WHEREAS, RCW 35.92.025 authorizes cities and towns to establish charges for connecting to the utility, and the City Council has determined the necessity of establishing a capital recovery charge to be levied on each parcel of property that changes from an undeveloped state to a developed state and becomes joined to and commences to use the facilities of the stormwater management system in order to bear its equitable share of the cost of the utility; and

WHEREAS, an equivalent service unit has been established and defined to be used as the basis of measurement for calculating the capital recovery charge;

NOW, THEREFORE,

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

**SECTION 1. KMC Section 13.10.050 Amended.** Kelso Municipal Code Section 13.10.050 is hereby amended as follows:

**13.10.050 Rates and charges – Definitions.**

As used in this chapter, the following terms have the meanings set forth below:

A. “Customer” means a person in whose name service is rendered as evidenced by the signature on the application or contract for that service or, in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his/her/its name regardless of the identity of the actual user of the service.

B. “Equivalent service unit” for the purpose of the stormwater utility means a measure equal to two thousand five hundred square feet of impervious groundcover or a portion thereof, and is the measure of impervious groundcover to be used by the utility in assessing capital recovery charges against each parcel of property. All detached single-

family residences and manufactured homes are deemed to contain one equivalent service unit.

~~C. B.~~ “Impervious surface” means those hard-surfaced areas which either prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions preexisting any development on the property, and/or those hard-surfaced areas which cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions preexisting any development on the property, including, but not limited to, such surfaces as rooftops, asphalt or concrete sidewalks, paving, driveways, parking lots, walkways, patio areas, storage areas, and gravel-oiled macadam or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to the development.

~~D. C.~~ “Parcel” means the smallest separately segregated unit or plot of land having an identified owner, boundaries, and surface area which is documented for tax purposes and given a tax account (lot) number by the Cowlitz County assessor.

~~E. D.~~ “Developed parcel” means a parcel of real property which has been altered by grading or filling of the ground surface, or by construction of any improvement or other impervious surface area which affects the hydraulic properties of the parcel.

~~F. E.~~ “Single-duplex parcel” means a parcel which has been actually developed with a single-family residence or duplex.

~~G. F.~~ “Multifamily parcel” means a parcel which has been developed with an improvement with three or more residential units.

~~H. G.~~ “Undeveloped parcel” means any parcel of real property which has not been altered by grading or filling of the ground surface, or by construction of any improvement or other impervious surface area which affects the hydraulic properties of the parcel.

**SECTION 2. KMC Section 13.10.110 Amended.** Kelso Municipal Code Section 13.10.110 is hereby amended as follows:

**13.10.110 Charges for use of the storm drainage system.**

~~A. Any and all use of the storm drainage system shall be subject to the payment of all fees, costs, and charges specified in Section 2 of Ordinance 3225.~~

~~B. Residential and nonresidential developed parcels that are vacant shall be subject to full payment of all fees, costs, and charges for use of the storm drainage system as specified in Section 2 of Ordinance 3225.~~

Any and all use of the storm drainage system, including residential and nonresidential developed parcels that are vacant, shall be subject to the payment of all fees, costs, and

charges established by the current stormwater management utility rate ordinance as adopted or hereafter amended.

**SECTION 3. KMC Section 13.10.115 Added.** A new Section 13.10.115 of the Kelso Municipal Code is hereby added as follows:

**13.10.115 Capital recovery charges.**

A. A capital recovery charge shall be levied against and shall be collected from the owners of each parcel of real property or portion thereof which is changed from an undeveloped to a developed state, or is a developed parcel that adds two thousand five hundred (2,500) square feet or more of impervious surface(s), subsequent to the effective date of the ordinance codified in this chapter. Such capital recovery charge shall be levied for the purposes of assessing against such previously undeveloped property or portion of real property, at the time such property or portion becomes joined to and commences to use the facilities of the system, in order that such property may bear its fair share of the cost of the utility.

B. The capital recovery charge shall be levied in an amount determined by multiplying the base equivalent service unit charge as established by the current stormwater management utility rate ordinance, as adopted or hereafter amended, by the total number of equivalent service units contained on that property or portion of property being altered from an undeveloped to a developed condition, which number shall not be less than one and will be rounded to the nearest whole number representing the equivalent service units contained on such property. The number of equivalent service units shall be determined by the utility at the time in which application for a building or construction permit is made by the owner of the property or its agent. The capital recovery charge shall be assessed and must be paid before a building or construction permit may be issued by the city.

**SECTION 4. Corrections.** Upon approval of the City Attorney, the City Clerk and code reviser are authorized to make necessary corrections to this ordinance, including without limitation the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**SECTION 5. Severability.** The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

**SECTION 6. Effective Date.** This Ordinance shall be in full force and effect 5 days after its passage and publication of summary as required by law.

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

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

PUBLISHED:\_\_\_\_\_

# AGENDA SUMMARY SHEET

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

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**SUBJECT TITLE:**

**WALK-ON**

**(1<sup>st</sup> Reading)** An Ordinance of the City of Kelso Adopting Stormwater Rates for 2015 - 2019.

**PRESENTED BY:**

Michael Kardas, P.E.

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

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

**For Agenda of:** \_\_\_\_\_ October 21, 2014 \_\_\_\_\_

**City Attorney:** \_\_\_\_\_ Janean Parker \_\_\_\_\_

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

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**Agenda Item Attachments:**

Proposed Ordinance Amending Stormwater Rates (Red-lined and final)  
Ordinance 13-3811 Updating Stormwater Rates

**SUMMARY STATEMENT:**

On July 15, 2014, FCS Group presented to Council the results of a stormwater utility rate study they had been conducting since 2013. This presentation included recommended rate increases needed to cover maintenance and capital improvements costs over the next 5 years. This included an 18% increase in stormwater rates in 2015 and 3% annual rate increases for the remaining four years. The implementation of a new Stormwater Utility Capital Recovery Charge was recommended, and the Council directed staff to bring forward ordinances for consideration to establish the new charge and authorize the adjusted rates for the utility.

The attached ordinance implements the stormwater rate changes recommended by staff for the years 2015 – 2019. Authorization for the capital recovery charges included in this rate ordinance is contained within a separate ordinance amending the KMC that is placed before the Council for consideration at the October 7<sup>th</sup> regular meeting.

**OPTIONS:**

- 1) Move to approve the Ordinance on first reading amending rates and fees for the Stormwater Utility from 2015 – 2019.
- 2) Do not approve the Ordinance.
- 3) Delay action on the Ordinance and bring back for consideration following further revision.

**RECOMMENDED ACTION:**

Approve the ordinance on first reading amending rates and fees for the Stormwater Utility from 2015-2019.

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

**AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. 13-3811 RELATING TO THE STORMWATER MANAGEMENT UTILITY BY ESTABLISHING NEW BASE RATES FOR SINGLE-FAMILY PARCELS AND LISTING NEW MONTHLY SERVICE CHARGES FOR OTHER DEVELOPED PARCELS FOR 2015 THROUGH 2019. ALSO CREATING A STORMWATER CAPITAL RECOVERY CHARGE.**

**WHEREAS**, the City operates a utility for the provision of stormwater management services and has set rates and fees to fund the costs of these services; and

**WHEREAS**, the regular review and adjustment of rates and fees are necessary to maintain the fiscal sustainability of the stormwater utility, and the City commissioned a study to provide rate adjustment recommendations for the utility; and

**WHEREAS**, the rate study conducted by FCS Group and presented to the City Council on July 15, 2014 recommended adjustment to stormwater rates and the establishment of a capital recovery charge; and

**WHEREAS**, the City Council accepts the recommendations of the rate study to adjust rates and fees in amounts necessary to fund the operations and capital improvements of the utility;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN**  
**AS FOLLOWS:**

**SECTION 1.** That Ordinance No. 13-3811, relating to the City’s stormwater management utility, is hereby amended to provide as follows:

System of Charges: The following monthly service charges are hereby established for all parcels of real property within the boundaries of the City of Kelso as they now exist or as they may be hereafter established for the purpose of carrying on the responsibilities of the stormwater management utility:

A. Undeveloped Parcels: Undeveloped parcels shall not be charged.

B. Single-Family Parcels: The monthly service charge for each single-family parcel shall hereafter be referred to as the “base rate.”

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Single Family (per house)	\$ 8.91	\$ 9.18	\$ 9.45	\$ 9.74	\$ 10.03

**C. Multiple Family Parcels:** Parcels with multiple dwelling units, such as duplexes, apartments, condominiums and mobile home parks, shall be charged the base rate for each dwelling unit address within the parcel.

	2015	2016	2017	2018	2019
Multi-family (per unit)	\$ 8.91	\$ 9.18	\$ 9.45	\$ 9.74	\$ 10.03

**D. Other Developed Parcels:** The monthly service charge for all other developed parcels shall be determined by taking the total measured impervious surface area divided by the total acreage. The monthly service charge shall be determined by taking this percentage and using the following rate schedule to see what category any particular parcel falls into:

	2015	2016	2017	2018	2019
<b>Other Developed Parcels (Per Gross Acre)</b>					
Very light – 0% to 9%	\$ 4.26	\$ 4.39	\$ 4.52	\$ 4.65	\$ 4.79
Moderately light – 10% to 24%	\$ 11.22	\$ 11.56	\$ 11.91	\$ 12.26	\$ 12.63
Light – 25% to 39%	\$ 19.53	\$ 20.11	\$ 20.72	\$ 21.34	\$ 21.98
Moderate – 40% to 54%	\$ 27.92	\$ 28.76	\$ 29.62	\$ 30.51	\$ 31.42
Moderately heavy – 55% to 69%	\$ 36.23	\$ 37.31	\$ 38.43	\$ 39.59	\$ 40.77
Heavy – 70% to 84%	\$ 46.03	\$ 47.41	\$ 48.84	\$ 50.30	\$ 51.81
Very heavy – 85% to 100%	\$ 58.68	\$ 60.44	\$ 62.26	\$ 64.12	\$ 66.05
<i>Tiers based on % of impervious area</i>					
<i>Minimum charge for non-residential</i>	\$ 8.91	\$ 9.18	\$ 9.45	\$ 9.74	\$ 10.03

**E. Minimum Charge:** Notwithstanding the number of impervious units applicable to any individual property, the minimum monthly service charge for all developed properties shall be equal to the base rate.

**F. Senior Citizens:** Senior citizens shall be exempt from the stormwater sewer charge provided they apply and qualify for such a reduction per RCW 74.38.070.

*For purposes of implementing this section, “low-income senior citizen” shall mean a person who is sixty-one (61) years of age or older and whose total income, including that of his/her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5), as it now exists or is hereafter amended. Further, for purposes of implementing this section, the definitions of “combined disposable income,” “disposable income,” and “co-tenant” shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.*

**G. Capital Recovery Fees – Stormwater Connections:**

Base Equivalent Service Charge

2015	2016	2017	2018	2019
\$ 143.00	\$ 176.00	\$ 217.00	\$ 267.00	\$ 329.00

**SECTION 2.** The rates established herein shall take effect on the customer's first billing cycle after January 1, 2015.

**SECTION 3.** This Ordinance shall be in full force and effect five (5) days after its passage and publication of summary as required by law.

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

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

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

AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. ~~12-378813-3811~~ RELATING TO THE STORMWATER MANAGEMENT UTILITY BY ESTABLISHING ~~A~~ NEW BASE RATES FOR SINGLE-FAMILY PARCELS AND LISTING NEW MONTHLY SERVICE CHARGES FOR OTHER DEVELOPED PARCELS FOR 2015 THROUGH 2019. ALSO CREATING A STORMWATER CAPITAL RECOVERY CHARGE.

WHEREAS, the City operates a utility for the provision of stormwater management services and has set rates and fees to fund the costs of these services; and

WHEREAS, the regular review and adjustment of rates and fees are necessary to maintain the fiscal sustainability of the stormwater utility, and the City commissioned a study to provide rate adjustment recommendations for the utility; and

WHEREAS, the rate study conducted by FCS Group and presented to the City Council on July 15, 2014 recommended adjustment to stormwater rates and the establishment of a capital recovery charge; and

WHEREAS, the City Council accepts the recommendations of the rate study to adjust rates and fees in amounts necessary to fund the operations and capital improvements of the utility;

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

**SECTION 1.** That Ordinance No. ~~12-378813-3811~~, relating to the City’s stormwater management utility, is hereby amended to provide as follows:

System of Charges: The following monthly service charges are hereby established for all parcels of real property within the boundaries of the City of Kelso as they now exist or as they may be hereafter established for the purpose of carrying on the responsibilities of the stormwater management utility:

A. Undeveloped Parcels: Undeveloped parcels shall not be charged.

B. Single-Family Parcels: The monthly service charge for each single-family parcel ~~shall be and \$7.55 beginning in 2014, which~~ shall hereafter be referred to as the “base rate.”

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Single Family (per house)</u>	<u>\$ 8.91</u>	<u>\$ 9.18</u>	<u>\$ 9.45</u>	<u>\$ 9.74</u>	<u>\$ 10.03</u>

C. Multiple Family Parcels: Parcels with multiple dwelling units, such as duplexes, apartments, condominiums and mobile home parks, shall be charged the base rate for each dwelling unit address within the parcel.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Multi-family (per unit)</u>	<u>\$ 8.91</u>	<u>\$ 9.18</u>	<u>\$ 9.45</u>	<u>\$ 9.74</u>	<u>\$ 10.03</u>

~~D. Senior Citizens: Senior citizens shall be exempt from the stormwater sewer charge provided they apply and qualify for such a reduction per RCW 74.38.070.~~

~~For purposes of implementing this section, “low income senior citizen” shall mean a person who is sixty-one (61) years of age or older and whose total income, including that of his/her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5), as it now exists or is hereafter amended. Further, for purposes of implementing this section, the definitions of “combined disposable income,” “disposable income,” and “co-tenant” shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.~~

ED. Other Developed Parcels: The monthly service charge for all other developed parcels shall be determined by taking the total measured impervious surface area divided by the total acreage. The monthly service charge shall be determined by taking this percentage and using the following rate schedule to see what category any particular parcel falls into:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Other Developed Parcels (Per Gross Acre)</u>					
<u>Very light – 0% to 9%</u>	<u>\$ 4.26</u>	<u>\$ 4.39</u>	<u>\$ 4.52</u>	<u>\$ 4.65</u>	<u>\$ 4.79</u>
<u>Moderately light – 10% to 24%</u>	<u>\$ 11.22</u>	<u>\$ 11.56</u>	<u>\$ 11.91</u>	<u>\$ 12.26</u>	<u>\$ 12.63</u>
<u>Light – 25% to 39%</u>	<u>\$ 19.53</u>	<u>\$ 20.11</u>	<u>\$ 20.72</u>	<u>\$ 21.34</u>	<u>\$ 21.98</u>
<u>Moderate – 40% to 54%</u>	<u>\$ 27.92</u>	<u>\$ 28.76</u>	<u>\$ 29.62</u>	<u>\$ 30.51</u>	<u>\$ 31.42</u>
<u>Moderately heavy – 55% to 69%</u>	<u>\$ 36.23</u>	<u>\$ 37.31</u>	<u>\$ 38.43</u>	<u>\$ 39.59</u>	<u>\$ 40.77</u>
<u>Heavy – 70% to 84%</u>	<u>\$ 46.03</u>	<u>\$ 47.41</u>	<u>\$ 48.84</u>	<u>\$ 50.30</u>	<u>\$ 51.81</u>
<u>Very heavy – 85% to 100%</u>	<u>\$ 58.68</u>	<u>\$ 60.44</u>	<u>\$ 62.26</u>	<u>\$ 64.12</u>	<u>\$ 66.05</u>
<u>Tiers based on % of impervious area</u>					
<u>Minimum charge for non-residential</u>	<u>\$ 8.91</u>	<u>\$ 9.18</u>	<u>\$ 9.45</u>	<u>\$ 9.74</u>	<u>\$ 10.03</u>

~~FE. Minimum Charge: Notwithstanding the number of impervious units applicable to any individual property, the minimum monthly service charge for all developed properties shall be equal to the base rate.~~

~~F. Senior Citizens: Senior citizens shall be exempt from the stormwater sewer charge provided they apply and qualify for such a reduction per RCW 74.38.070.~~

~~For purposes of implementing this section, “low-income senior citizen” shall mean a person who is sixty-one (61) years of age or older and whose total income, including that of his/her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5), as it now exists or is hereafter amended. Further, for purposes of implementing this section, the~~

definitions of “combined disposable income,” “disposable income,” and “co-tenant” shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.

G. Capital Recovery Fees – Stormwater Connections:

Base Equivalent Service Charge

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$ 143.00	\$ 176.00	\$ 217.00	\$ 267.00	\$ 329.00

**SECTION 2.** The rates established herein shall take effect on the customer’s first billing cycle after January 1, ~~2014~~2015.

**SECTION 3.** This Ordinance shall be in full force and effect five (5) days after its passage and publication of summary as required by law.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014.

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

ORDINANCE NO. 13-3811

AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. 12-3788 RELATING TO THE STORMWATER MANAGEMENT UTILITY BY ESTABLISHING A NEW BASE RATE FOR SINGLE-FAMILY PARCELS AND LISTING NEW MONTHLY SERVICE CHARGES FOR OTHER DEVELOPED PARCELS.

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

**SECTION 1.** That Ordinance No. 12-3788, relating to the City's stormwater management utility, is hereby amended to provide as follows:

System of Charges: The following monthly service charges are hereby established for all parcels of real property within the boundaries of the City of Kelso as they now exist or as they may be hereafter established for the purpose of carrying on the responsibilities of the stormwater management utility:

A. Undeveloped Parcels: Undeveloped parcels shall not be charged.

B. Single-Family Parcels: The monthly service charge for each single-family parcel shall be and \$7.55 beginning in 2014, which shall hereafter be referred to as the "base rate."

C. Multiple Family Parcels: Parcels with multiple dwelling units, such as duplexes, apartments, condominiums and mobile home parks, shall be charged the base rate for each dwelling unit address within the parcel.

D. Senior Citizens: Senior citizens shall be exempt from the stormwater sewer charge provided they apply and qualify for such a reduction per RCW 74.38.070.

*For purposes of implementing this section, "low-income senior citizen" shall mean a person who is sixty-one (61) years of age or older and whose total income, including that of his/her spouse or co-tenant, does not exceed the amount specified in RCW 84.36.381(5), as it now exists or is hereafter amended. Further, for purposes of implementing this section, the definitions of "combined disposable income," "disposable income," and "co-tenant" shall be as defined in RCW 84.36.383(5), (6), and (7), as they now exist or are hereafter amended.*

E. Other Developed Parcels: The monthly service charge for all other developed parcels shall be determined by taking the total measured impervious surface area divided by the total acreage. The monthly service charge shall be determined by taking this percentage and using the following rate schedule to see what category any particular parcel falls into:

<u>CATEGORY DESCRIPTION</u>	<u>PERCENT OF IMPERVIOUS SURFACE</u>	<u>MONTHLY SERVICE CHARGE</u>
1. Very light	0% to 9%	\$3.61/IA
2. Moderately light	10% to 24%	\$9.51/IA
3. Light	25% to 39%	\$16.55/IA
4. Moderate	40% to 54%	\$23.66/IA
5. Moderately heavy	55% to 69%	\$30.70/IA
6. Heavy	70% to 84%	\$39.01/IA
7. Very heavy	85% to 100%	\$49.73/IA

(IA means "Impervious Acre")

F. Minimum Charge: Notwithstanding the number of impervious units applicable to any individual property, the minimum monthly service charge for all developed properties shall be equal to the base rate.

**SECTION 2.** The rates established herein shall take effect on the customer's first full billing cycle after January 1, 2014.

**SECTION 3.** This Ordinance shall be in full force and effect five (5) days after its passage and publication of summary as required by law.

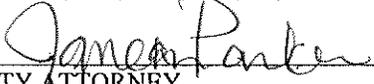
**ADOPTED** by the City Council and **SIGNED** by the Mayor this 19<sup>th</sup> day of November, 2013.

  
 \_\_\_\_\_  
 MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

Published: November 23, 2013

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** A Resolution of the City Council of the City of Kelso, Washington, amending the Master Fee Schedule

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

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

**For Agenda of:** October 21, 2014 \_\_\_\_\_

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

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Proposed Resolution

Exhibit A – Master Fee Schedule - Clean

Exhibit B – Water and Sewer Fee Schedule - Redline

Exhibit C – Planning Fee Schedule - Redline

Exhibit D – Building Fee Schedule - Redline

Exhibit E – Engineering Fee Schedule - Redline

**SUMMARY STATEMENT:**

On April 1, 2014, the council adopted Resolution No. 14-1114 amending the City's Master Fee Schedule. The amendment was a small change to Schedule I – Engineering Fees. The proposed resolution reflects the addition of new fees to the Engineering schedule to provide clarity and specificity as well as the addition of Schedule D – Building, Schedule E – Water and Sewer, and Schedule F – Planning.

Changes to the building and planning fees reflect the City's need to recoup the cost of services and keep our fees aligned with the International Building Code, International Residential Code, and other regional jurisdictions. The fees outlined in Schedule D - Building have not been updated since 2005 and the fees in Schedule C – Planning have not been updated since 2012.

Any fees associated with water and sewer *rates* are required by the City Charter to be updated by ordinance and are reflected in the other ordinance documents in your packet. What is not required to be changed by ordinance has been taken out and placed into this iteration of the Master Fee Schedule.

**RECOMMENDED ACTION:**

Move to adopt the Resolution amending the City's Master Fee Schedule.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO,  
WASHINGTON, AMENDING THE CITY'S MASTER FEE SCHEDULE.**

**WHEREAS**, it is the general policy of the City to establish fees that are reflective of the cost of services provided by the City; and

**WHEREAS**, the City has found it necessary to employ the use of a master fee schedule for the establishment of fees for City programs, permits and services, and periodically the fee schedule must be updated to incorporate new or modified services; and

**WHEREAS**, the City Council desires to update the existing master fee schedule to include updated water and sewer fees, planning fees, building fees, and engineering fees.

**WHEREAS**, the City Council finds it necessary to repeal Resolution No. 05-907, adopted in 2005, pertaining to building permit fees, plan review fees, mechanical permit fees, fire code permit fees, plumbing code permit fees, inspection fees and other miscellaneous administrative fees in order to be consistent with the Master Fee Schedule.

**WHEREAS**, the City Council finds it necessary to repeal Resolution No. 12-1064, adopted in 2012, pertaining to planning fees in order to be consistent with the Master Fee Schedule.

NOW THEREFORE,

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

**SECTION 1.** Master Fee Schedule Amended. The master fee schedule is amended as set forth in the schedules attached hereto as Exhibit A and incorporated by reference. Exhibit A hereby supersedes and replaces in its entirety Exhibit A as set forth in Resolution No. 14-1114.

**SECTION 2.** That Resolution No. 05-907 be repealed in its entirety and all prior resolutions or parts of resolutions inconsistent with the provisions of this resolution are hereby repealed.

**SECTION 3.** That Resolution No. 12-1064 be repealed in its entirety and all prior resolutions or parts of resolutions inconsistent with the provisions of this resolution are hereby repealed.

**SECTION 4.** This resolution shall be effective immediately upon its adoption.

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

\_\_\_\_\_

MAYOR

ATTEST/AUTHENTICATION:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**CITY OF KELSO**  
**MASTER FEE SCHEDULE**

<u>Fee Schedule</u>		<u>Page No.</u>
Schedule A:	Administrative	2
Schedule B:	Other Fees	4
Schedule C:	Police	7
Schedule D:	Building	8
Schedule E:	Water and Sewer	13
Schedule F:	Planning	14
Schedule G:	Park Facilities	16
Schedule H:	Library	17
Schedule I:	Engineering	19

## Schedule A – Administrative

<b>Reproduction of Public Records</b>	
Public Records Inspection Request	There is no fee for inspecting public records
Public Records Request	There is no fee for a requestor to obtain up to ten (10) pages of standard 8.5 x 11 inch black and white photocopies
Standard 8.5 x 11 inch black and white photocopies exceeding ten (10) pages	\$.15 per page
Legal 8.5 x 14 inch or 11 x 17 inch black and white photocopies or color photocopies	\$.25 per page
Copies of audio tapes, video tapes, DVD, CD's or other storage devices	\$1.00 plus the hourly wage of the staff person for the time spent duplicating the storage device
Scan hard copy records into electronic format	\$.10 per page
E-mailing electronic records	No charge, except where another cost applies.
Envelopes and/or packaging	At Cost
Standard business envelopes	At Cost
Postage	At Cost
Maps of any size or other odd sized copies*	36" x 24"     \$5.50 per page 25" x 18"     \$5.00 per page
Public Records Request Deposit	10% of the estimated cost if request is estimated to exceed \$50.00
<b>Non-Public Records Request reproduction</b>	
<b>Copies/Printing</b>	<b>Charge</b>
8 ½ x 11" B & W	\$0.40 each
8 ½ x 11" Color	0.65 each
8 ½ x 14" B & W	0.45 each
8 ½ x 14" Color	0.75 each
11 x 17" B&W	0.65 each
11 x 17" Color	\$1.25 each

Construction/Engineering Plans	See "Maps" item under Pub. Rec. fees
CD Copies	See "Storage Device" item under Pub. Rec. fees
Business License list	\$0.40 per page
Certified Copies	\$6.13 for first five (5) pages; \$0.40 each add'l page
Microfiche copies	\$0.40 each
Tapes (Public furnishes tapes)	See "Storage Device" item under Pub. Rec. fees

\*If the City determines, in its sole discretion, that the materials need to be copied by an outside vendor due to volume, current workload of City staff, size or nature of the record, or any other reason, the requestor will be charged the actual amount invoiced to the City by the copying vendor.

Payment may be made by cash, check, or money order payable to the City of Kelso.

**Non-Sufficient Funds Check Return Fee      \$35.00**

## Schedule B – Other Fees

<b>Bus Pass - Rates are determined by River Cities Transit</b>	
Adult	\$10.00
Student	\$6.00
Disabled/Senior	\$5.00

<b>Business Licenses</b>	
Certificate of Registration	\$50.00
Late Renewal	\$25.00

<b>Additional/Misc.</b>	
Pawn Broker/Secondhand Dealer - New	License \$120.00 + State Background and Fingerprints \$36.00
Pawn Broker/Secondhand Dealer - Renew	\$120.00
Solicitor	\$25.00
Merchant Patrols, Private Detectives and Private Security Operated by Single Individual	\$100.00/Year
Merchant Patrols, Private Detectives and Private Security Operators	\$25.00/year/Individual (Max Fee \$200.00)
Utility Contractor	\$25.00/Year
Sound Truck	\$25.00 for any calendar month or portion thereof.
Taxi Master - New	\$160.00 + \$10.00/Vehicle
Taxi Master– Renew	\$120.00 + \$10.00/Vehicle
Taxi Driver – New	\$50.00
Taxi Driver – Renew	\$35.00
Kennel License	\$100.00
Pet Shop License	\$100.00
Transfer kennel or pet shop license to new owner	\$15.00
Penalty fee if the license is not applied for within thirty days of commencement of operation or the license renewal date	50% of license fee
Public Market Master	\$120.00
Amusement Device – Between January 1 and Jun 30	\$56.00 per machine
Amusement Device - Between July 1 and December 31	\$30.00 per machine
Public Dance	\$25.00
Cabaret – Live Entertainment W/Alcohol	\$400.00/year (\$100.00 Qtrly)
Live Entertainment No Alcohol	\$250.00/year (\$62.50 Qtrly)

Mechanical Entertainment W/Alcohol	\$300.00/year (\$75.00 Qtrly)
Mechanical Entertainment No Alcohol	\$200.00/year (\$50.00 Qtrly)
Adult Cabaret	\$500.00/year
Adult Cabaret Manager and Entertainer Nonrefundable Processing Fee	\$25.00
Adult Cabaret Manager and Entertainer License	\$100.00/Year
Model and Escort Nonrefundable Processing Fee	\$25.00
Model and Escort License	\$100.00/Year
Other Sexually Oriented Business Nonrefundable Application Fee	\$100.00
Sexually Oriented Business License	\$125.00
Massage Business License	\$100.00/year
Massage Parlor Attendant – New	\$50.00
Massage Parlor Attendant – Renew	\$25.00

<b>City Hall Meeting Rooms</b>	
City Council Chambers	\$100.00/Use
Executive Session Room	\$50.00/Use
Large Conference Room Ste. #203	\$50.00/Use
Small Conference Room Ste. #219	\$25.00/Use
Small Conference Room Ste. #210	\$25.00/Use

<b>Kelso Train Depot Meeting Rooms</b>	
Lower Level Conference Room	\$50.00/Use

<b>Special Event Permit</b>	
Events held on City Property (Non-Park)	\$100.00
Events held in City Parks	\$25.00 (not including applicable park rental fees)

<b>Fireworks Permit</b>	
Nonrefundable Permit Fee	\$25.00
Refundable Deposit	\$100.00

<b>Dog License Fees</b>	
Spayed/Neutered Dogs	\$10.00/Year
Not Spayed/Neutered Dogs	\$27.00/Year
Dogs acquired, brought into the City, or becoming an adult after July 1st	Half the annual license fee
Potentially Dangerous Dog Registration	Before July 1 - \$100.00/Year
	After July 1 - \$50.00
Dangerous Dog Registration	Before July 1 - \$250.00
	After July 1 - \$150.00
Late Application/Renewal	\$15.00
Replacement License	\$2.50
Replacement Dangerous Dog Identification Collar	\$20.00

<b>Guard Dog License Fees</b>	
Guard Dog Trainer	\$50.00/Year
Guard Dog User - New	\$50.00/Year
Guard Dog User - Renew	\$25.00/Year
Guard Dog Purveyor	\$250.00/Year

<b>Animal Redemption</b>	
<b>Impound Costs</b>	
First in a twelve-month period	\$15.00
Second in a twelve-month period	\$20.00
Subsequent in a twelve-month period	\$30.00
<b>Daily Care – For each twenty-four hour period, or portion thereof, from the time of impoundment</b>	
Dog, Cat, or single litter of puppies or kittens	\$10.00
Any other animal	\$10.00
<b>Veterinary Costs</b>	
Actual costs incurred for necessary medical care and such other costs as may be set by resolution of the City Council.	
<b>Transportation</b>	
If provided at owner or custodian request or for livestock impounded off the property, actual costs incurred; ten dollars plus twenty cents per mile traveled to locate and transport the animal, or actual costs, whichever amount is greater.	
<b>Maximum Redemption</b>	fifty-four dollars exclusive of veterinary and transportation costs

## Schedule C – Police

<b>Concealed Pistol License</b>	
New Application	\$52.50
Renewal	\$32.00
Late Renewal	\$42.00
Replacement	\$10.00

<b>Other Fees</b>	
Photo Copies	\$0.40 each
Fingerprints	\$10.00 for up to two cards; \$10.00 for each add'l card thereafter

<b>Repeated False Alarm Response</b>	
Third occurrence of a false alarm within any 6 month period	\$50.00
Fourth and all subsequent false alarms within the same six month period	\$100.00 each

## Schedule D – Building

**Building Permit Fees.** The fee for each International Building Code, International Residential Code, Washington State Energy Code or Washington State Ventilation and Indoor Air Quality Code building permit shall be as set forth in Table 1-A.

**Plan Review Fees.** Kelso Municipal Code 15.03.180. 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.

**Table 1-A Building Permit Fees**

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$30.70
\$501.00 TO \$2,000.00	\$30.70 for the first \$500.00 plus \$4.15 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$96.50 for the first \$2,000.00 plus \$18.45 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$512.80 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$832.10 for the first \$50,000.00 plus \$9.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,284.40 for the first \$100,000.00 plus \$7.45 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,179.65 for the first \$500,000.00 plus \$6.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,249.00 for the first \$1,000,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours .....	\$65.00 per hour <sup>1</sup> (minimum charge – two hours)
2. Re-inspection fees assessed under provisions of Chapter 15.03.....	\$65.00 per hour <sup>1</sup>
3. Inspections for which no fee is specifically indicated .....	\$65.00 per hour <sup>1</sup> (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans .....	\$65.00 per hour <sup>1</sup> (minimum charge – one hour)
5. For use of outside consultants for plan checking and inspections, or both .....	Actual Costs <sup>2</sup>
6. Investigation fee for work commenced prior to obtaining a permit.....	Double permit fee
7. Building permit extension.....	50% of original permit fee
8. Manufactured housing installation inspection fee:	
a. Single-wide.....	\$129.00
b. Double-wide.....	\$162.00
c. Triple-wide.....	\$193.00
9. Wood stove (free standing) installation inspection fee.....	\$46.00

<sup>1</sup> Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

## Mechanical Permit Fees

The fee for each mechanical permit issued under provision of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 2-A herein.

<b>Table 2-A Mechanical Permit Fees</b>	
<b>Permit Issuance</b>	
1. For the issuance of each mechanical permit	\$28.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$14.00
<b>Unit Fee Schedule</b> <i>(Note: The following do not include permit-issuing fee.)</i>	
<b>Equipment</b>	
1. For the installation or relocation of each of the following piece of equipment:	\$20.00
<ul style="list-style-type: none"> <li>• Furnace –forced air or gravity, (includes ducts and vents)</li> <li>• Boiler</li> <li>• Compressor and or Absorption System (includes heat pumps)</li> <li>• Evaporative Coolers</li> <li>• Air Handler (Not part of an HVAC system)</li> <li>• Ventilation system (Not part of an HVAC system )</li> <li>• Ventilation hood (includes associated ductwork)</li> <li>• Fireplace Insert, Gas fireplace</li> <li>• Incinerator</li> <li>• Fire damper, smoke damper or combination fire/smoke damper</li> <li>• Equipment regulated by the mechanical code but not specifically listed</li> </ul>	
2. Repairs or addition to each piece of equipment or system	\$18.00
<b>Vents</b>	
1. For the installation of the following:	\$10.00
<ul style="list-style-type: none"> <li>• Appliance vent (for a piece of equipment not requiring mechanical permit)</li> <li>• Ventilation fan connected to single vent</li> </ul>	
<b>Piping Systems</b>	
1. For the installation of each of the following piping systems up to four outlets:	\$7.00
<ul style="list-style-type: none"> <li>• Gas piping</li> <li>• Hazardous Process Piping</li> <li>• Non-Hazardous Process Piping</li> </ul>	
2. For the installation of each outlet exceeding four	\$3.00
<b>Other Inspections and Fees</b>	
1. For any of the following services:	\$65.00*
<ul style="list-style-type: none"> <li>• Inspections outside of normal business hours, per hour</li> <li>• Re-inspection fees assessed under provisions of Chapter 15.03, per inspection</li> <li>• Inspections for which no fee is specifically indicated, per hour</li> <li>• Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one hour)</li> </ul>	
2. Investigation fee for work commenced prior to obtaining a permit	Double permit fee
3. Mechanical permit extension	50% of original permit fee
<small>*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.</small>	

## Plumbing Permit Fees

The fee for each plumbing permit issued under the provisions of the Uniform Plumbing Code shall be as set forth in Table 3-A herein.

<b>Table 3-A Plumbing Permit Fees</b>	
<b>Permit Issuance</b>	
1. For issuing each permit	\$28.00
2. For issuing each supplemental permit	\$14.00
<b>Unit Fee Schedule</b> (in addition to items 1 and 2 above)	
<b>Fixtures, devices and equipment</b>	
1. For the installation or relocation of each of the following:	\$9.00
• Each fixture requiring a trap (includes piping and backflow protection for that fixture)	
• Water heater (includes vent)	
• Industrial waste interceptor	
• Grease trap	
• Water treatment equipment	
• Lawn sprinkler system (includes backflow protection)	
• Backflow Preventer	
Equipment regulated by the plumbing code but not specifically listed piping and backflow protection therefor)	
2. Repairs or addition to each fixture, piece of equipment or system	\$9.00
<b>Building Sewer</b>	
1. For the installation of each building sewer or trailer park sewer	\$20.00
<b>Gas Piping System</b>	
1. For the installation of each gas piping systems up to four outlets	\$7.00
2. For the installation of each outlet exceeding four	\$3.00
<b>Other Systems</b>	
1. Rainwater systems – Per drain (inside building)	\$9.00
2. Private sewage disposal system	\$32.00
3. Graywater system	\$32.00
4. Installation and testing of a reclaimed water system	\$38.00*
5. Annual testing of reclaimed water system	\$38.00*
6. For each medical gas piping system for a specific gas – up to five outlets or inlets	\$61.00
7. For each additional medical gas outlet over five outlets	\$7.00
<b>Other Inspection and Fees</b>	
1. For any of the following services:	\$65.00*
• Inspections outside of normal business hours, per hour	
• Re-inspection fees assessed under provisions of Chapter 15.03, per inspection	
• Inspections for which no fee is specifically indicated, per hour	
• Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one hour)	
2. Investigation fee for work commenced prior to obtaining a permit	Double permit fee
3. Plumbing permit extension	50% of original permit fee
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

## Residential Valuation Prices Per Square Foot\*

Single Family – New House/Duplex	\$94 Per Square Foot
Tri-Plex/Multi-Family (4 units or less)	\$86 Per Square Foot
Addition	\$75 Per Square Foot
Garage	\$36 Per Square Foot
Carport/Patio Cover	\$15 Per Square Foot
Pole Building	\$24 Per Square Foot
Pole Building – Roof Only	\$19 per Square Foot
Flatwork - 4" Concrete Slab or Asphalt	\$2.50 Per Sq.ft./\$200 Per cy
Wood Deck	\$15 Per Square Foot
Wood Deck with Roof Cover	\$25 Per Square Foot
Fences (height over 7 ft.)	\$500 Minimum Value
Small Storage Sheds (Up to 200 sq.ft.)	\$10 Per Square Foot
Re-Roofs Residential (includes re-sheeting)	\$75 Per Square (100 sq.ft. of roof area=1 sq.)
Re-Roofs - > living units and commercial (includes re-sheeting)	Bid Price (pre-tax)
Demolition -Residential	\$500 Minimum Value

\*Based on International Code Council's (ICC) most recent Building Safety Journal publication dated August 2007.

## Washington State Building Code Surcharge.

For Each Building Permit: \$4.50

For Residential Multi-Unit Structures: \$4.50 for each permit issued PLUS \$2.00 per Dwelling Unit after the first.

## Fire/Life Safety Permit Fees

The fee for each activity requiring a permit issued under the provisions of the International Fire Code shall be set forth in Table 1-A.

**Plan Review Fees.** Kelso Municipal Code 15.03.180. 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.

**Table 1-A**

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$30.70
\$501.00 TO \$2,000.00	\$30.70 for the first \$500.00 plus \$4.15 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$96.50 for the first \$2,000.00 plus \$18.45 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$512.80 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$832.10 for the first \$50,000.00 plus \$9.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,284.40 for the first \$100,000.00 plus \$7.45 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,179.65 for the first \$500,000.00 plus \$6.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,249.00 for the first \$1,000,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Fire Sprinklers, 10 heads or less (Fire Sprinkler Affidavit).....	\$156.00
2. Inspections outside of normal business hours .....	\$60.00 per hour <sup>1</sup> (minimum charge – two hours)
3. Re-inspection fees assessed under provisions of Chapter 15.03 .....	\$60.00 per hour <sup>1</sup>
4. Inspections for which no fee is specifically indicated .....	\$60.00 per hour <sup>1</sup> (minimum charge – one hour)
5. Additional plan review required by changes, additions or revisions to plans .....	\$60.00 per hour <sup>1</sup> (minimum charge – one hour)
6. For use of outside consultants for plan checking and inspections, or both .....	Actual Costs <sup>2</sup>
7. Investigation fee for work commenced prior to obtaining a permit.....	Double permit fee
8. Permit extension.....	50% of original permit fee

<sup>1</sup> Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

## Schedule E – Water and Sewer

<b>Meter Installation Charge*</b>	
Meter set $\frac{3}{4}$ x $\frac{5}{8}$	\$250
Meter set 1"	\$400
Meter set 1.5"	\$400 + meter cost
Meter set 2"	\$400 + meter cost

\*Meters over 2" will be purchased by the City and the cost reimbursed by the applicant. Contractor will install the meter according to the Standard Plans and Specifications.

<b>Other Fees</b>	
Service call for water reconnection after water is turned off for non-payment	\$100.00/ call
Service call for new customers or temporary water turn on/off	\$25.00
Water/sewer account deposit	\$60.00 minimum
Penalty for meter tampering	\$200.00 /occurrence
Meter removal fee*	\$100.00/occurrence
Water meter test deposit	\$25.00/test
Cleaning usage fee**	\$50.00 up to 300 cubic feet + \$3.26 for every 100 cubic over 300
Pumping charge for leak adjustment	\$0.75/ 100 cubic feet
Penalty for irrigating during water shortage	\$100.00/occurrence
Sewer service calls resulting from private side responsibility at cost of labor, material, and equipment	\$50.00 minimum
Latecomers agreement application fee	\$250.00 + \$25.00/lot in benefited area
Latecomers agreement appeal fee	\$500.00
Capital recovery appeal fee	\$500.00
Water hydrant meter rental	\$950.00 deposit/\$5.00 daily meter charge/water consumption charged on wholesale or bulk resale rates with a minimum \$20.00 charge

The City does not tap the sewer main for side sewers. This work must be completed by the customer's licensed contractor.

\*Meters are removed where, in the City's judgment, such is necessary to insure that water will not be used without authorization.

\*\*For a period of 5 days only. If the owner or property manager wishes the water to remain on after 5 days, then they must make a \$60.00 deposit in addition to the \$50.00 fee.

## Schedule F – Planning

<b>Planning Fees</b>	
	<b><u>Fee Amount</u></b>
<b><u>ENVIRONMENTAL REVIEW</u></b>	
<b>STATE ENVIRONMENTAL POLICY ACT (SEPA)</b>	
Environmental Review	\$250 <sup>(1)</sup>
Environmental Review Appeal	\$1,000 <sup>(1)</sup>
Environmental Review EIS	\$750 <sup>(1)</sup>
Environmental Review Exemption	\$50
<b>SHORELINE</b>	
Substantial Development Permit (SDP)	\$1,000 <sup>(1)</sup>
Substantial Development Permit + Conditional Use or Variance	\$1,000 <sup>(1)</sup>
Conditional Use or Variance without SDP	\$1,000 <sup>(1)</sup>
Shoreline Exemption	\$100
<b>CRITICAL AREAS</b>	
Critical Areas - Land Exchange, Conservation Easement, Bonus Density or Density Credits	\$250
Critical Areas Permit	\$250 per critical area location
Critical Areas Permit Extensions	50% of the original fee
Flood Plain Development Permit	\$750 <sup>(1)</sup>
<b><u>LAND USE ACTIONS</u></b>	
Binding Site Plan - Final	NO FEE
Binding Site Plan - Preliminary	\$1000 plus \$50 per lot
Boundary Line Adjustment	\$250
Manufactured Home Park/Subdivision	\$1,500 plus \$50 per space
Recreational Vehicle Park	\$750 plus \$50 per space
Planned Unit Residential Development (PURD)	\$2,000 plus \$70 per lot
Planned Unit Residential Development (PURD) - Final	\$750
Plat Amendment	\$500
Plat Amendment, Administrative	\$250
Short Plat	\$1,000 plus \$100 per lot
Short Plat - Final	\$200
Subdivision - Final Plat	\$750
Subdivision - Preliminary Plat	\$1,500 plus \$50 per lot
Subdivision - Required Inspections	Actual Costs
Extension of Time Limit for Final Plat Submittal	50% of the original fee
<b><u>PLANNING</u></b>	
Administrative Review	\$400
Annexation Request	\$500 plus \$150 per acre
Appeal of Administrative Decision	\$1,000 <sup>(1)</sup>
Comprehensive Plan Amendment (Text & Map)	\$1,000 <sup>(1)</sup>
Comprehensive Plan Amendment (Text or Map)	\$1,000 <sup>(1)</sup>
Comprehensive Plan Amendment Map & Rezone Combined	\$1,000 <sup>(1)</sup>
Conditional Use Permit	\$1,000

Downtown Design Review	\$500
Pre-application Conference	No Fee
Private Road Application Review - Final	\$500
Private Road Name (petition)	\$50 plus the cost of the signs
Private Road Name (quick pick)	Cost of Signs
Public Hearing - Postponement/Re-noticing	\$50 plus \$1.00 per notice address
Site Plan Review (Commercial and Industrial)	\$500 minimum. \$110 per 1,000 sq.ft. of building up to 25,000 sq.ft. Plus \$25.00 per 1,000 sq.ft. above 25,000 sq.ft.
Temporary Use Permit	\$50
Variance, Administrative	\$400 <sup>(1)</sup>
Variance, Hearing Examiner	\$1,000 <sup>(1)</sup>
<b>SIGNS</b>	
Sign Permit - Face change only	\$35
Sign Permit - Temporary	\$50
Sign Permit - Special Service Sign	\$250 plus \$100 annually
<b>ZONING</b>	
Rezone	\$1,500 <sup>(1)</sup>
Written Zoning Interpretation	\$100 <sup>(1)</sup>
Zoning Confirmation Letter	\$50
Zoning Text Amendment	\$500

**NOTES:** (1) Minimum charge. If outside review is required. Actual cost plus 10%.

## Schedule G – Park Facilities

Group Category	Rotary Covered Area	Tam O'Shanter Covered Area	Other Park Reservation
I. Parks and recreation programs, park co-sponsored programs, other City sponsored events, park department and/or other city department benefit programs	Fee Waived	Fee Waived	Fee Waived
II. Non-profit organizations who charge membership fees, request donations and/or schedule fundraisers, including church organizations	\$40.00* for (4) hours of use or part thereof.	\$75.00* for (4) hours of use or part thereof.	\$25.00* for (4) hours of use or part thereof.
IV. Private parties*	\$60.00* for (4) hours of use or part thereof.	\$100.00* for (4) hours of use or part thereof.	\$35.00* for (4) hours use or part thereof.
<p><b>Non-Resident Fee:</b> \$25.00 in addition to standard reservation fee.</p> <p><b>Entire Tam O'Shanter Park closed for private use:</b> \$1,200.00</p> <p><i>*If gathering is of a commercial nature and/or is a gathering in excess of 100 people a Special Event Permit and Fee will also be required.</i></p> <p><i>** If maintenance or security people are required, a charge for actual costs incurred will be paid by user.</i></p>			

VIII. League Field Use	Ball Park(s)
Annual fees charged for Cal Ripkin/Little League	\$1,100.00 (4 fields)
Annual fees charged for girls softball	\$1,100.00 (3 fields)
Annual fees charged for Babe Ruth	\$1,100.00 (Rister)
Annual fees charged for Kelso Soccer Club	\$400.00 (2 fields)
Annual fees charged for Boxing Club	\$300.00

## Schedule H– Library

<b>Nonresident Library Cards</b>	
Household Cards: Good for all members of a household living at the same address.	
Annual Fee - Issued for one year from date of purchase.	\$70.00
Semi Annual Fee: Issued for six (6) months from date of purchase.	\$40.00
Quarterly Fee: Issued for three (3) months from date of purchase.	\$20.00
Senior Card: Good for up to a two-member senior citizen household.	
Annual Fee - Issued for one year from date of purchase.	\$35.00
Semi Annual Fee: Issued for six (6) months from date of purchase.	\$20.00
Quarterly Fee: Issued for three (3) months from date of purchase.	\$10.00

Lost Cards will be replaced for a \$1.00 processing and handling fee.

<b>Overdue Fines*</b>	
Books and all other items except for videos and audiovisual equipment	
Daily Fine	\$.10/day
Grace Period	14 Days
Maximum Fine	\$10.00/item
Videos and audiovisual equipment are due at closing time on the due date.	
Daily Fine	\$1.00/day
Maximum Fine	\$10.00/item

\*Collection agency fees, legal fees, and other administrative costs incurred while attempting to secure the return of library materials will be passed on to the delinquent borrower.

<b>Lost or Unreturned Items</b>	
Books, videos and other library materials (excluding equipment) will be charged at the original price of the item in addition to accumulated overdue charges for the item(s).	
Audiovisual equipment will be charged the cost of replacement in addition to accumulated charges for the item(s)	
The Library Director may authorize charging the cost of replacement or replacement fees on books or sets that are particularly valuable or difficult to replace.	

<b>Damaged Materials and Equipment*</b>	
Library materials such as books	Cost to repair or rebind the item with a minimum charge of \$1.00
Irreparable damage	Original cost of the item or replacement as specified above
Equipment	Cost to repair
Irreparable damage	Replacement cost of the item

\* Once the cost of the item or replacement charge has been paid, the patron, upon request, may have the item.

#### **Other Fees**

Copies and Printouts	\$.10 each
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## Schedule I – Engineering

<b>Civil Engineering Permit Fees</b>	
Base Application Fee	\$50
<b>Site</b>	
ADA Ramp	\$150 (includes 10' of sidewalk)
Driveway Approach – Commercial	\$250 (includes 25' of sidewalk)
Driveway Approach – Residential	\$150 (includes 25' of sidewalk)
Sidewalk New/Repair/Replacement	\$25 for first 25', \$25 per 50' thereafter
Fill and Grade	(See separate worksheet)
<b>Water</b>	
Water Service Installation from main to within 5ft of structure (2" or smaller)	\$150
Construction of the City Water Main	\$500 for first 100', \$0.50 per foot thereafter
Water System Vaults, Fire Suppression, Metering, Pressure Regulating, Backflow Prevention (3" or larger)	\$500
Abandonment, Service Repair, or Additional Backflow Device (2" or smaller)	\$50
<b>Sewer</b>	
Sewer Service Installation	\$300
Construction of the City Water Main	\$500 for first 100', \$0.50 per foot thereafter
Abandonment or Lateral Repair	\$125
<b>Stormwater</b>	
Stormwater Onsite Pipe	(See Separate Worksheet)
Construction of the City Stormwater Main	\$500 for first 100', \$0.50 per foot thereafter
<b>Other</b>	
ROW Obstruction/Traffic Control Plan	\$25
One-time 6 Month Renewal of Permit*	\$25
Penalty for 4 <sup>th</sup> Submittal of Plans for a Single Application	50% of Plan Check Fee
Engineering Review and Inspection Hourly Rate	\$55.00/hour
Special Technical Review	Cost Recovery
Hourly Rate for Reviews not Specified	\$65/hour
Working Without a Permit	Fees doubled
Street or Alley Vacation	\$250

<b>Private Utility (Gas, Power, Telephone, Cable, etc...)</b>	
Overhead ROW Work – Franchise	\$25 per each 1000'
Overhead ROW Work	\$50 per each 1000'
Open Cut ROW Ground Work – Franchise	\$50 per each 100'
Open Cut ROW Ground Work	\$75 per each 100'
Trenchless ROW Ground Work – Franchise	\$25 for 1 <sup>st</sup> 25', \$25 per 100' thereafter
Trenchless ROW Ground Work	\$50 for 1 <sup>st</sup> 25', \$50 per 100' thereafter

\*Permit renewals after 1 year must repay initial fees for an additional 6 months.

<b>Stormwater Fees</b>	
Submittal of Minimum Technical Requirement #2 is required	\$200
Submittal of Minimum Technical Requirements #1 – 5 is required	\$300
Submittal of Minimum Technical Requirements #1 – 9 is required	\$700
Stormwater conveyance pipe	\$2 per lineal foot

<b>Grading Permit Fees</b>	
Residentially-zoned parcel having less than 100 cubic yards of combined cut and fill and a slope of less than 2%	\$100
Over 50 cubic yards of combined cut and fill and Submittal of Minimum Technical Requirement #2 is required	\$200
Over 50 cubic yards of combined cut and fill and submittal of Minimum Technical Requirements #1 – 5 is required	\$300
Over 50 cubic yards of combined cut and fill and Submittal of Minimum Technical Requirements #1 – 9 is required	\$700
Notes:	
<ol style="list-style-type: none"> <li>1) A grading permit is not required for projects under 50 cubic yards.</li> <li>2) Projects of 500 or more cubic yards requires a SEPA checklist and separate fees.</li> <li>3) Minimum Technical Requirements based on Appendix 1 of the 2013 Western Washington Phase II Municipal Stormwater Permit.</li> </ol>	

**Exhibit B**

**Schedule E – Water and Sewer**

<b>Meter Installation Charge*</b>	
Meter set $\frac{3}{4}$ x $\frac{5}{8}$	<u>\$250</u>
Meter set 1"	<u>\$400</u>
Meter set 1.5"	<u>\$400 + meter cost</u>
Meter set 2"	<u>\$400 + meter cost</u>

\*Meters over 2" ~~to be provided by Contractor~~ will be purchased by the City and the cost reimbursed by the applicant. Contractor will install the meter according to the Standard Plans and Specifications.

<b>Other Fees</b>	
Service call for water reconnection <del>fee</del> after water is turned off for non-payment	\$100.00/ call
Service call for new customers or temporary water turn <u>on/off</u> s	\$25.00
Water/sewer- account deposit	\$60.00 minimum
Penalty for meter tampering	\$200.00 /occurrence
Meter removal fee*	\$100.00/occurrence
Water meter test deposit	\$25.00/test
Cleaning usage fee**	\$50.00 up to 300 cubic feet + \$3.26 for every 100 cubic over 300
Pumping -charge for leak adjustment	\$0.75/ 100 cubic feet
Penalty for irrigating during water shortage	\$100.00/occurrence
Sewer service calls resulting from private side responsibility at cost of labor, material, and equipment	\$50.00 minimum
Latecomers agreement application fee	\$250.00 + \$25.00/lot in benefited area
Latecomers agreement appeal fee	\$500.00
Capital recovery appeal fee	\$500.00
<u>Water hydrant meter rental</u>	<u>\$950.00 deposit/\$5.00 daily meter charge/water consumption charged on wholesale or bulk resale rates with a minimum \$20.00 charge</u>

The City does not tap the sewer main for side sewers. This work must be completed by the customer's licensed contractor.

\*Meters are removed where, in the City's judgment, such is necessary to insure that water will not be used without authorization.

\*\*For a period of 5 days only. If the owner or property manager wishes the water to remain on after 5 days, then they must make a \$60.00 deposit in addition to the \$50.00 fee.

## Schedule F – Planning

<b>Planning Fees</b>	
Administrative Adjustment Variance	\$400
Administrative Use Permit	\$400
Annexation Request	\$500 + \$150 per acre
Appeals	\$1,000
Binding Site Plan – Preliminary	No Fee
Binding Site Plan – Final	\$1,000 + \$50 per lot
Boundary Line Adjustment	\$250
Building – Moving	\$100
Comprehensive Plan Amendment (Text & Map)	\$1,000 actual costs are calculated and billed
Comprehensive Plan Amendment (Text or Map)	\$1,000 actual costs are calculated and billed
Comprehensive Plan Amendment – Map & Rezone Combined	\$1,000 actual costs are calculated and billed
Conditional Use Permit	\$1,000
Critical Areas – Land Exchange, Conservation Easement, Bonus Density, or Density Credits	\$250
Critical Areas Permit	\$50 + \$50 per acre
Critical Areas Permit Extension	50% of the original fee
Downtown Design Review	\$500
Downtown Design Review, Non-Structural Remodel Or Sign	\$100
Environmental Review (SEPA)	\$750 actual costs are calculated and billed
Environmental Review (SEPA) Appeal	\$1,000
Environmental Review (SEPA) EIS	\$750 actual costs are calculated and billed
Exception For Innocent Purchaser of Value	\$500
Extension of Time Limit for Final Plat Submittal	50% of the original fee
Flood Plain Development Permit	\$250
Historic Preservation Nomination	\$10
Manufactured Home Park/Subdivision	\$1,500 + \$50 per space
Planning Unit Residential Development (PURD)	\$2,000 + \$70 per lot
Planning Unit Residential Development (PURD) – Final	\$750
Plat Amendment	\$500
Plat Amendment – Administrative	\$250

Exhibit C

Pre-Application Conference	\$250 with \$200 applied to application
Private Road Application Review — Final	\$500
Private Road Name (Petition)	\$50 + the cost of the signs
Private Road Name (Quick Pick)	\$Cost of signs
Public Hearing — Postponement/Re-Noticing	\$50 + \$1.00 per notice address
Recreational Vehicle Park	\$750 + \$50 per space
Rezone	\$1,500
Shoreline Exemption	\$100
Shoreline Variance Permit	\$920
Shoreline Conditional Use Permit	\$920
Shoreline Substantial Development Permit	\$920
Shorelines — Appeal To State Shorelines Board	\$1,200 actual costs are calculated and billed
Short Plat	\$1,000
Short Plat — Final	\$200
Sign Permit, Face Change Only	\$35
Sign Permit Temporary	\$10
Sign Permit Special Services Sign	\$250 + \$100 annually
Similar Use Determination To PC	\$500
Site Plan Review	\$500
Subdivision — Preliminary Plat	\$1,500 + \$50 per lot
Subdivision — Required Inspections	Actual Costs
Subdivision — Final Plat	\$750
Use Of Outside Consultants	Actual costs are calculated and billed
Variance HE	\$1,000
Work Commencing Without a Permit	Double Fees
Written Zoning Interpretation	\$10
Zoning Text Amendment	\$500
Zoning Confirmation Letter	\$50

<b><u>Planning Fees</u></b>	
	<b><u>Fee Amount</u></b>
<b><u>ENVIRONMENTAL REVIEW</u></b>	
<b><u>STATE ENVIRONMENTAL POLICY ACT (SEPA)</u></b>	

<u>Environmental Review</u>	\$250 <sup>(1)</sup>
<u>Environmental Review Appeal</u>	\$1,000 <sup>(1)</sup>
<u>Environmental Review EIS</u>	\$750 <sup>(1)</sup>
<u>Environmental Review Exemption</u>	\$50
<b><u>SHORELINE</u></b>	
<u>Substantial Development Permit (SDP)</u>	\$1,000 <sup>(1)</sup>
<u>Substantial Development Permit + Conditional Use or Variance</u>	\$1,000 <sup>(1)</sup>
<u>Conditional Use or Variance without SDP</u>	\$1,000 <sup>(1)</sup>
<u>Shoreline Exemption</u>	\$100
<b><u>CRITICAL AREAS</u></b>	
<u>Critical Areas - Land Exchange, Conservation Easement, Bonus Density or Density Credits</u>	\$250
<u>Critical Areas Permit</u>	\$250 per critical area location
<u>Critical Areas Permit Extensions</u>	50% of the original fee
<u>Flood Plain Development Permit</u>	\$750 <sup>(1)</sup>
<b><u>LAND USE ACTIONS</u></b>	
<u>Binding Site Plan - Final</u>	NO FEE
<u>Binding Site Plan - Preliminary</u>	\$1000 plus \$50 per lot
<u>Boundary Line Adjustment</u>	\$250
<u>Manufactured Home Park/Subdivision</u>	\$1,500 plus \$50 per space
<u>Recreational Vehicle Park</u>	\$750 plus \$50 per space
<u>Planned Unit Residential Development (PURD)</u>	\$2,000 plus \$70 per lot
<u>Planned Unit Residential Development (PURD) - Final</u>	\$750
<u>Plat Amendment</u>	\$500
<u>Plat Amendment, Administrative</u>	\$250
<u>Short Plat</u>	\$1,000 plus \$100 per lot
<u>Short Plat - Final</u>	\$200
<u>Subdivision - Final Plat</u>	\$750
<u>Subdivision - Preliminary Plat</u>	\$1,500 plus \$50 per lot
<u>Subdivision - Required Inspections</u>	Actual Costs
<u>Extension of Time Limit for Final Plat Submittal</u>	50% of the original fee
<b><u>PLANNING</u></b>	
<u>Administrative Review</u>	\$400
<u>Annexation Request</u>	\$500 plus \$150 per acre
<u>Appeal of Administrative Decision</u>	\$1,000 <sup>(1)</sup>
<u>Comprehensive Plan Amendment (Text &amp; Map)</u>	\$1,000 <sup>(1)</sup>
<u>Comprehensive Plan Amendment (Text or Map)</u>	\$1,000 <sup>(1)</sup>
<u>Comprehensive Plan Amendment Map &amp; Rezone Combined</u>	\$1,000 <sup>(1)</sup>
<u>Conditional Use Permit</u>	\$1,000
<u>Downtown Design Review</u>	\$500
<u>Pre-application Conference</u>	No Fee
<u>Private Road Application Review - Final</u>	\$500
<u>Private Road Name (petition)</u>	\$50 plus the cost of the signs
<u>Private Road Name (quick pick)</u>	Cost of Signs

Exhibit C

<u>Public Hearing - Postponement/Re-noticing</u>	<u>\$50 plus \$1.00 per notice address</u>
<u>Site Plan Review (Commercial and Industrial)</u>	<u>\$500 minimum. \$110 per 1,000 sq.ft. of building up to 25,000 sq.ft. Plus \$25.00 per 1,000 sq.ft. above 25,000 sq.ft.</u>
<u>Temporary Use Permit</u>	<u>\$50</u>
<u>Variance, Administrative</u>	<u>\$400<sup>(1)</sup></u>
<u>Variance, Hearing Examiner</u>	<u>\$1,000<sup>(1)</sup></u>
<b><u>SIGNS</u></b>	
<u>Sign Permit - Face change only</u>	<u>\$35</u>
<u>Sign Permit - Temporary</u>	<u>\$50</u>
<u>Sign Permit - Special Service Sign</u>	<u>\$250 plus \$100 annually</u>
<b><u>ZONING</u></b>	
<u>Rezone</u>	<u>\$1,500<sup>(1)</sup></u>
<u>Written Zoning Interpretation</u>	<u>\$100<sup>(1)</sup></u>
<u>Zoning Confirmation Letter</u>	<u>\$50</u>
<u>Zoning Text Amendment</u>	<u>\$500</u>

**NOTES:** (1) Minimum charge. If outside review is required. Actual cost plus 10%.

Exhibit D

**Schedule D – Building**

<b>Building Permit Fees</b>	
<b>Total Valuation</b>	<b>Fee</b>
<del>\$1.00—\$500.00</del>	<del>\$26.25</del>
<del>\$501.00—\$2,000.00</del>	<del>\$26.25 for the first \$500.00 plus \$3.45 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</del>
<del>\$2,001.00—\$25,000.00</del>	<del>\$78.00 for the first \$2,000.00 plus \$15.55 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00</del>
<del>\$25,001.00—\$50,000.00</del>	<del>\$435.65 for the first \$25,000.00 plus \$11.25 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00</del>
<del>\$50,001.00—\$100,000.00</del>	<del>\$716.90 for the first \$50,000.00 plus \$7.80 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00</del>
<del>\$100,001.00—\$500,000.00</del>	<del>\$1106.90 for the first \$100,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</del>
<del>\$500,001.00—\$1,00,000.00</del>	<del>\$3606.90 for the first \$500,000.00 plus \$5.35 for each additional \$1,000.00, or fraction thereof, to and including \$1,00,000.00</del>
<del>\$1,000,001.00 and up</del>	<del>\$6281.90 for the first \$1,000,000.00 plus \$4.20 for each additional \$1,000.00, or fraction thereof</del>
<b>Other Inspections and Fees</b>	
<del>1. Inspections outside of normal business hours (two-hour minimum charge)</del>	<del>\$53.00 per hour</del>
<del>2. Reinspection fees assessed under provisions of Section 109.4.13</del>	<del>\$53.00 per hour</del>
<del>3. Inspections for which no fee is specifically indicated (half-hour minimum charge)</del>	<del>\$53.00 per hour</del>
<del>4. Additional plan review required by changes, additions, or revisions to plans (half-hour minimum charge)</del>	<del>\$53.00 per hour</del>
<del>5. For use of outside consultants for plan checking and inspections, or both</del>	<del>Actual Costs, including overhead and administrative</del>
<del>6. Manufactured housing installation inspection fee</del>	
<del>a. Single Wide</del>	<del>\$149.45</del>
<del>b. Double Wide</del>	<del>\$186.90</del>
<del>c. Triple Wide</del>	<del>\$224.28</del>
<del>7. Wood stove installation inspection fee</del>	<del>\$23.30</del>
<b>Mechanical Permit Fees</b>	
<b>Permit Issuance:</b>	
<del>For the issuance of each mechanical permit</del>	<del>\$23.30</del>
<del>For the issuance of each supplemental permit for which the original permit has not expired, been cancelled, or finalized</del>	<del>\$11.15</del>
<b>Unit Fee Schedule:</b> (The following do not include permit-issuance fee)	
<b>1. Furnaces</b>	
<del>For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to</del>	<del>\$16.54</del>

and including 100,000 Btu/h (29.3 Kw)	
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 1,000,000 Btu/h (29.3 Kw)	\$20.40
For the installation or relocation of each floor furnace, including vent	\$16.45
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$16.45
<b>2. Appliance Vents</b>	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$8.00
<b>3. Repairs or Additions</b>	
For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$15.35
<b>4. Boilers, Compressors and Absorption Systems</b>	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW) or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$16.45
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$30.20
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (29.3 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$41.55
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,00,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.09 kW)	\$61.65
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.09 kW)	\$102.50
<b>5. Air Handlers</b>	
For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto	\$12.00
For Each air handling unit over 10,000 cfm (4719 L/s)	\$19.40
<i>Note: This fee does not apply to an air handling unit which is a portion of a factory assembled appliance, cooling system, evaporative cooler or absorption unite for which a permit is required elsewhere in the Mechanical Code.</i>	
<b>6. Evaporative Coolers</b>	
For each evaporative cooler other than the portable type	\$11.95

<b>7. Ventilation and Exhaust</b>	
For each ventilation fan connected to a single duct	\$8.00
For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11.95
For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$11.95
<b>8. Incinerators</b>	
For the installation or relocation of each domestic type incinerator	\$20.15
For the installation or relocation of each commercial or industrial type incinerator	\$30.20
<b>9. Miscellaneous</b>	
When applicable, permit fees for fuel gas piping shall be as follows:	
For each gas piping system of one to four outlets	\$5.60
For each gas piping system with five or more outlets, for each outlet	\$1.40
When applicable, permit fee for process piping shall be as follows:	
For each hazardous process piping system (HPP) of one to four outlets	\$5.85
For each hazardous process piping system of five or more outlets, for each outlet	\$1.40
For each non-hazardous process piping system (NPP) of one to four outlets	\$2.25
For each non-hazardous process piping system of five or more outlets, for each outlet	\$0.60
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no fee is listed in the table	\$11.95
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours (two-hour minimum charge)	\$53.00 per hour
2. Reinspection fees assessed under provisions of Section 109.4.13	\$53.00 per hour
3. Inspections for which no fee is specifically indicated (half-hour minimum charge)	\$53.00 per hour
4. Additional plan review required by changes, additions, or revisions to plans (half-hour minimum charge)	\$53.00 per hour

<b>Plumbing Permit Fees</b>	
<b>Permit Issuance</b>	
For the issuance of each permit	\$22.30
For the issuance of each supplemental permit	\$11.15
<b>Unit Fee Schedule:</b> (In addition to items 1 and 2 above)	
1. For each additional plumbing fixture on one trap for a set of fixtures	\$8.00

<del>on one trap (including water, drainage piping and backflow protection)</del>	
<del>2. For each building sewer and each trailer park sewer</del>	<del>\$16.70</del>
<del>3. Rainwater systems — per drain (inside building)</del>	<del>\$8.00</del>
<del>4. For each private sewage disposal system</del>	<del>\$27.80</del>
<del>5. For each water heater and/or vent</del>	<del>\$8.00</del>
<del>6. For each gas piping system of one to five outlets</del>	<del>\$5.60</del>
<del>7. For each additional gas piping system outlet, per outlet</del>	<del>\$1.40</del>
<del>8. For each industrial waste pretreatment interceptor including its trap and vent</del>	<del>\$8.00</del>
<del>9. For each installation, alteration or repair of water piping and/or water treatment, each</del>	<del>\$8.00</del>
<del>10. For each repair or alteration of a drainage or vent piping, each fixture</del>	<del>\$8.00</del>
<del>11. For each lawn sprinkler system on any one meter including backflow protection devices</del>	<del>\$8.00</del>
<del>12. For each backflow protective device other than atmospheric type vacuum breakers:</del>	
<del>—— 2 inch (51 mm) diameter and smaller</del>	<del>\$8.00</del>
<del>—— Over 2 inch (51 mm) diameter</del>	<del>\$16.70</del>
<del>13. For atmospheric type vacuum breakers not included in item 12:</del>	
<del>—— 1 to 5</del>	<del>\$5.60</del>
<del>—— Over 5, each</del>	<del>\$1.40</del>
<del>14. For each graywater system</del>	<del>\$44.50</del>
<del>15. For initial installation and testing for a reclaimed water system</del>	<del>\$33.35</del>
<del>16. For each annual cross-connection testing of reclaimed water system (excluding initial test)</del>	<del>\$33.35</del>
<del>17. For each medical gas piping serving one to five inlet(s)/outlet(s) for a specific gas</del>	<del>\$55.55</del>
<del>18. For each additional medical gas inlet(s)/outlet(s)</del>	<del>\$5.60</del>
<b>Other Inspections and Fees:</b>	
<del>1. Inspections outside of normal business hours (two hour minimum charge)</del>	<del>\$53.00 per hour</del>
<del>2. Reinspection fees assessed under provisions of Section 109.4.13</del>	<del>\$53.00 per hour</del>
<del>3. Inspections for which no fee is specifically indicated (half hour minimum charge)</del>	<del>\$53.00 per hour</del>
<del>4. Additional plan review required by changes, additions, or revisions to plans (half hour minimum charge)</del>	<del>\$53.00 per hour</del>

## Building Permit Fees

**Building Permit Fees.** The fee for each International Building Code, International Residential Code, Washington State Energy Code or Washington State Ventilation and Indoor Air Quality Code building permit shall be as set forth in Table 1-A.

**Plan Review Fees.** Kelso Municipal Code 15.03.180. 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.

**Table 1-A Building Permit Fees**

TOTAL VALUATION	FEE
<u>\$1.00 to \$500.00</u>	<u>\$30.70</u>
<u>\$501.00 TO \$2,000.00</u>	<u>\$30.70 for the first \$500.00 plus \$4.15 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</u>
<u>\$2,001.00 to \$25,000.00</u>	<u>\$96.50 for the first \$2,000.00 plus \$18.45 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00</u>
<u>\$25,001.00 to \$50,000.00</u>	<u>\$512.80 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00</u>
<u>\$50,001.00 to \$100,000.00</u>	<u>\$832.10 for the first \$50,000.00 plus \$9.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00</u>
<u>\$100,001.00 to \$500,000.00</u>	<u>\$1,284.40 for the first \$100,000.00 plus \$7.45 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</u>
<u>\$500,001.00 to \$1,000,000.00</u>	<u>\$4,179.65 for the first \$500,000.00 plus \$6.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00</u>
<u>\$1,000,001.00 and up</u>	<u>\$7,249.00 for the first \$1,000,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof</u>

**Other Inspections and Fees:**

1. Inspections outside of normal business hours .....\$65.00 per hour<sup>1</sup>  
(minimum charge – two hours)
2. Re-inspection fees assessed under provisions of Chapter 15.03.....\$65.00 per hour<sup>1</sup>
3. Inspections for which no fee is specifically indicated .....\$65.00 per hour<sup>1</sup>  
(minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans .....\$65.00 per hour<sup>1</sup>(minimum charge – one hour)
5. For use of outside consultants for plan checking and inspections, or both .....Actual Costs<sup>2</sup>
6. Investigation fee for work commenced prior to obtaining a permit.....Double permit fee
7. Building permit extension.....50% of original permit fee
8. Manufactured housing installation inspection fee:
  - a. Single-wide.....\$129.00
  - b. Double-wide.....\$162.00
  - c. Triple-wide.....\$193.00
9. Wood stove (free standing) installation inspection fee.....\$46.00

<sup>1</sup> Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

## Mechanical Permit Fees

The fee for each mechanical permit issued under provision of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 2-A herein.

**Table 2-A Mechanical Permit Fees**

### Permit Issuance

- |  |                |
|--|----------------|
| <u>1. For the issuance of each mechanical permit</u>   | <u>\$28.00</u> |
| <u>2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized</u> | <u>\$14.00</u> |

**Unit Fee Schedule** *(Note: The following do not include permit-issuing fee.)*

### Equipment

- |  |                |
|--|----------------|
| <u>1. For the installation or relocation of each of the following piece of equipment:</u>  | <u>\$20.00</u> |
| <ul style="list-style-type: none"> <li><u>• Furnace –forced air or gravity, (includes ducts and vents)</u></li> <li><u>• Boiler</u></li> <li><u>• Compressor and or Absorption System (includes heat pumps)</u></li> <li><u>• Evaporative Coolers</u></li> <li><u>• Air Handler (Not part of an HVAC system)</u></li> <li><u>• Ventilation system (Not part of an HVAC system )</u></li> <li><u>• Ventilation hood (includes associated ductwork)</u></li> <li><u>• Fireplace Insert, Gas fireplace</u></li> <li><u>• Incinerator</u></li> <li><u>• Fire damper, smoke damper or combination fire/smoke damper</u></li> <li><u>• Equipment regulated by the mechanical code but not specifically listed</u></li> </ul> |                |
| <u>2. Repairs or addition to each piece of equipment or system</u>   | <u>\$18.00</u> |

### Vents

- |   |                |
|---|----------------|
| <u>1. For the installation of the following:</u>  | <u>\$10.00</u> |
| <ul style="list-style-type: none"> <li><u>• Appliance vent (for a piece of equipment not requiring mechanical permit)</u></li> <li><u>• Ventilation fan connected to single vent</u></li> </ul> |                |

### Piping Systems

- |   |               |
|---|---------------|
| <u>1. For the installation of each of the following piping systems up to four outlets:</u>  | <u>\$7.00</u> |
| <ul style="list-style-type: none"> <li><u>• Gas piping</u></li> <li><u>• Hazardous Process Piping</u></li> <li><u>• Non-Hazardous Process Piping</u></li> </ul> |               |
| <u>2. For the installation of each outlet exceeding four</u>  | <u>\$3.00</u> |

### Other Inspections and Fees

- |   |                                   |
|---|-----------------------------------|
| <u>1. For any of the following services:</u>  | <u>\$65.00*</u>                   |
| <ul style="list-style-type: none"> <li><u>• Inspections outside of normal business hours, per hour</u></li> <li><u>• Re-inspection fees assessed under provisions of Chapter 15.03, per inspection</u></li> <li><u>• Inspections for which no fee is specifically indicated, per hour</u></li> <li><u>• Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one hour)</u></li> </ul> |                                   |
| <u>2. Investigation fee for work commenced prior to obtaining a permit</u>  | <u>Double permit fee</u>          |
| <u>3. Mechanical permit extension</u>   | <u>50% of original permit fee</u> |

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

## **Plumbing Permit Fees**

The fee for each plumbing permit issued under the provisions of the Uniform Plumbing Code shall be as set forth in Table 3-A herein.

**Table 3-A Plumbing Permit Fees**

**Permit Issuance**

- |  |                |
|--|----------------|
| <u>1. For issuing each permit</u>              | <u>\$28.00</u> |
| <u>2. For issuing each supplemental permit</u> | <u>\$14.00</u> |

**Unit Fee Schedule (in addition to items 1 and 2 above)**

**Fixtures, devices and equipment**

- |   |               |
|---|---------------|
| <u>1. For the installation or relocation of each of the following:</u>  | <u>\$9.00</u> |
| <ul style="list-style-type: none"> <li>• <u>Each fixture requiring a trap (includes piping and backflow protection for that fixture)</u></li> <li>• <u>Water heater (includes vent)</u></li> <li>• <u>Industrial waste interceptor</u></li> <li>• <u>Grease trap</u></li> <li>• <u>Water treatment equipment</u></li> <li>• <u>Lawn sprinkler system (includes backflow protection)</u></li> <li>• <u>Backflow Preventer</u></li> </ul> |               |

Equipment regulated by the plumbing code but not specifically listed piping and backflow protection therefor)

- |   |               |
|---|---------------|
| <u>2. Repairs or addition to each fixture, piece of equipment or system</u> | <u>\$9.00</u> |
|---|---------------|

**Building Sewer**

- |   |                |
|---|----------------|
| <u>1. For the installation of each building sewer or trailer park sewer</u> | <u>\$20.00</u> |
|---|----------------|

**Gas Piping System**

- |  |               |
|--|---------------|
| <u>1. For the installation of each gas piping systems up to four outlets</u> | <u>\$7.00</u> |
| <u>2. For the installation of each outlet exceeding four</u>                 | <u>\$3.00</u> |

**Other Systems**

- |  |                 |
|--|-----------------|
| <u>1. Rainwater systems – Per drain (inside building)</u>                                      | <u>\$9.00</u>   |
| <u>2. Private sewage disposal system</u>   | <u>\$32.00</u>  |
| <u>3. Graywater system</u>   | <u>\$32.00</u>  |
| <u>4. Installation and testing of a reclaimed water system</u>                                 | <u>\$38.00*</u> |
| <u>5. Annual testing of reclaimed water system</u>   | <u>\$38.00*</u> |
| <u>6. For each medical gas piping system for a specific gas – up to five outlets or inlets</u> | <u>\$61.00</u>  |
| <u>7. For each additional medical gas outlet over five outlets</u>                             | <u>\$7.00</u>   |

**Other Inspection and Fees**

- |  |                 |
|--|-----------------|
| <u>1. For any of the following services:</u>   | <u>\$65.00*</u> |
| <ul style="list-style-type: none"> <li>• <u>Inspections outside of normal business hours, per hour</u></li> <li>• <u>Re-inspection fees assessed under provisions of Chapter 15.03, per inspection</u></li> <li>• <u>Inspections for which no fee is specifically indicated, per hour</u></li> <li>• <u>Additional plan review required by changes, additions or revisions to plans or to</u></li> </ul> |                 |

plans for which an initial review has been completed (minimum charge – one hour)

2. Investigation fee for work commenced prior to obtaining a permit

Double permit fee

3. Plumbing permit extension

50% of original permit fee

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

### **Residential Valuation Prices Per Square Foot\***

<u>Single Family – New House/Duplex</u>	<u>\$94 Per Square Foot</u>
<u>Tri-Plex/Multi-Family (4 units or less)</u>	<u>\$86 Per Square Foot</u>
<u>Addition</u>	<u>\$75 Per Square Foot</u>
<u>Garage</u>	<u>\$36 Per Square Foot</u>
<u>Carport/Patio Cover</u>	<u>\$15 Per Square Foot</u>
<u>Pole Building</u>	<u>\$24 Per Square Foot</u>
<u>Pole Building – Roof Only</u>	<u>\$19 per Square Foot</u>
<u>Flatwork - 4" Concrete Slab or Asphalt</u>	<u>\$2.50 Per Sq.ft./\$200 Per cy</u>
<u>Wood Deck</u>	<u>\$15 Per Square Foot</u>
<u>Wood Deck with Roof Cover</u>	<u>\$25 Per Square Foot</u>
<u>Fences (height over 7 ft.)</u>	<u>\$500 Minimum Value</u>
<u>Small Storage Sheds (Up to 200 sq.ft.)</u>	<u>\$10 Per Square Foot</u>
<u>Re-Roofs Residential (includes re-sheeting)</u>	<u>\$75 Per Square (100 sq.ft. of roof area=1 sq.)</u>
<u>Re-Roofs - &gt; living units and commercial (includes re-sheeting)</u>	<u>Bid Price (pre-tax)</u>
<u>Demolition -Residential</u>	<u>\$500 Minimum Value</u>

\*Based on International Code Council's (ICC) most recent Building Safety Journal publication dated August 2007.

### **Washington State Building Code Surcharge.**

For Each Building Permit: \$4.50

For Residential Multi-Unit Structures: \$4.50 for each permit issued PLUS \$2.00 per Dwelling Unit after the first.

## Fire/Life Safety Permit Fees

The fee for each activity requiring a permit issued under the provisions of the International Fire Code shall be set forth in Table 1-A.

**Plan Review Fees.** Kelso Municipal Code 15.03.180. 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.

**Table 1-A**

<u>TOTAL VALUATION</u>	<u>FEE</u>
<u>\$1.00 to \$500.00</u>	<u>\$30.70</u>
<u>\$501.00 TO \$2,000.00</u>	<u>\$30.70 for the first \$500.00 plus \$4.15 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</u>
<u>\$2,001.00 to \$25,000.00</u>	<u>\$96.50 for the first \$2,000.00 plus \$18.45 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00</u>
<u>\$25,001.00 to \$50,000.00</u>	<u>\$512.80 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00</u>
<u>\$50,001.00 to \$100,000.00</u>	<u>\$832.10 for the first \$50,000.00 plus \$9.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00</u>
<u>\$100,001.00 to \$500,000.00</u>	<u>\$1,284.40 for the first \$100,000.00 plus \$7.45 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</u>
<u>\$500,001.00 to \$1,000,000.00</u>	<u>\$4,179.65 for the first \$500,000.00 plus \$6.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00</u>
<u>\$1,000,001.00 and up</u>	<u>\$7,249.00 for the first \$1,000,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof</u>
<b>Other Inspections and Fees:</b>	
1. Fire Sprinklers, 10 heads or less (Fire Sprinkler Affidavit).....	\$156.00
2. Inspections outside of normal business hours ..... (minimum charge – two hours)	\$60.00 per hour <sup>1</sup>
3. Re-inspection fees assessed under provisions of Chapter 15.03 .....	\$60.00 per hour <sup>1</sup>
4. Inspections for which no fee is specifically indicated ..... (minimum charge – one hour)	\$60.00 per hour <sup>1</sup>
5. Additional plan review required by changes, additions or revisions to plans .....	\$60.00 per hour <sup>1</sup> (minimum charge – one hour)
6. For use of outside consultants for plan checking and inspections, or both .....	Actual Costs <sup>2</sup>
7. Investigation fee for work commenced prior to obtaining a permit.....	Double permit fee
8. Permit extension.....	50% of original permit fee

<sup>1</sup> Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

**Exhibit E**

**Schedule I – Engineering**

<b>Civil Engineering Permit Fees</b>	
Base Application Fee	\$50
<b>Site</b>	
ADA Ramp	\$150 (includes 10' of sidewalk)
Driveway Approach – Commercial	\$250 (includes 25' of sidewalk)
Driveway Approach – Residential	\$150 (includes 25' of sidewalk)
Sidewalk New/Repair/Replacement	\$25 for first 25', \$25 per 50' thereafter
Fill and Grade	(See separate worksheet)
<b>Water</b>	
Water Service Installation <u>from main to within 5ft of structure (2" or smaller)</u>	\$150
<del>Water Extension</del> <u>Construction</u> of the City <u>Water</u> Main	\$500 for first 100', \$0.50 per foot thereafter
<del>Fire Sprinkler Vault</del> <u>Water System Vaults, Fire Suppression, Metering, Pressure Regulating, Backflow Prevention (3" or larger)</u>	\$500
<u>Abandonment, Service Repair, or Additional Backflow Device (2" or smaller)</u>	<u>\$50</u>
<b>Sewer</b>	
Sewer Service Installation	\$300
<del>Sewer Extension</del> <u>Construction</u> of the City <u>Water</u> Main	\$500 for first 100', \$0.50 per foot thereafter
<u>Abandonment or Lateral Repair</u>	<u>\$125</u>
<b>Stormwater</b>	
Stormwater Onsite Pipe	(See Separate Worksheet)
<del>Stormwater Extension</del> <u>Construction</u> of the City <u>Stormwater</u> Main	\$500 for first 100', \$0.50 per foot thereafter
<b>Other</b>	
ROW Obstruction/Traffic Control Plan	\$25
One-time 6 Month Renewal of Permit*	\$25
Penalty for 4 <sup>th</sup> Submittal of Plans for a Single Application	50% of Plan Check Fee
Engineering Review and Inspection Hourly Rate	<del>\$255</del> .00/hour
<u>Special Technical Review</u>	<u>Cost Recovery</u>
<u>Hourly Rate for Reviews not Specified</u>	<u>\$65/hour</u>
<u>Working Without a Permit</u>	<u>Fees doubled</u>
<u>Street or Alley Vacation</u>	<u>\$250</u>
<b>Private Utility (Gas, Power, Telephone, Cable, etc...)</b>	
Overhead ROW Work – Franchise	\$25 per each 1000'
Overhead ROW Work	\$50 per each 1000'

Open Cut ROW Ground Work – Franchise	\$50 per each 100'
Open Cut ROW Ground Work	\$75 per each 100'
Trenchless ROW Ground Work – Franchise	\$25 for 1 <sup>st</sup> 25', \$25 per 100' thereafter
Trenchless ROW Ground Work	\$50 for 1 <sup>st</sup> 25', \$50 per 100' thereafter

\*Permit renewals after 1 year must repay initial fees for an additional 6 months.

<b>Stormwater Fees</b>	
Submittal of Minimum Technical Requirement #2 is required	\$200
Submittal of Minimum Technical Requirements #1 – 5 is required	\$300
Submittal of Minimum Technical Requirements #1 – 9 is required	\$700
Stormwater conveyance pipe	\$2 per lineal foot

<b>Grading Permit Fees</b>	
Residentially-zoned parcel having less than 100 cubic yards of combined cut and fill and a slope of less than 2%	\$100
Over 50 cubic yards of combined cut and fill and Submittal of Minimum Technical Requirement #2 is required	\$200
Over 50 cubic yards of combined cut and fill and submittal of Minimum Technical Requirements #1 – 5 is required	\$300
Over 50 cubic yards of combined cut and fill and Submittal of Minimum Technical Requirements #1 – 9 is required	\$700
Notes:	
<ol style="list-style-type: none"> <li>1) A grading permit is not required for projects under 50 cubic yards.</li> <li>2) Projects of 500 or more cubic yards requires a SEPA checklist and separate fees.</li> <li>3) Minimum Technical Requirements based on Appendix 1 of the 2013 Western Washington Phase II Municipal Stormwater Permit.</li> </ol>	