

# Kelso City Council Agenda

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



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

## **Invocation:**

Pastor Nick Stumbo, East Hills Alliance Church

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

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

1.1. March 4, 2014 – Regular Meeting

### **2. Presentation:**

2.1. CDBG HOME Consolidated 5 Year Plan

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

3.1. Fireworks Stand Permits

3.1.1. Kelso Kiwanis – (1) Stand

3.1.1.1. 214 South 4<sup>th</sup> Avenue

3.1.2. Kelso Recreational Council – (2) Stands

3.1.2.1. Riverway Plaza, 200 S Kelso Drive

3.1.2.2. Safeway #2637, 411 Three Rivers Drive

3.2. Contract Award

3.2.1. Chestnut Street Stormwater System Upgrade Project

3.3. Contract Closeout

3.3.1. Harris and Ayers Streets Sewer Replacement

3.4. Auditing of Accounts

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

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

5.1. Discussion – Façade Improvement Program

# Kelso City Council Agenda

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



5.2. Emergency Support Shelter Deed of Trust

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

- 6.1. Ordinance, 2<sup>nd</sup> Reading
  - 6.1.1. Encode Fees to Master Fee Schedule
- 6.2. Ordinance, 2<sup>nd</sup> Reading
  - 6.2.1. Marijuana Land Use
- 6.3. Ordinance, 2<sup>nd</sup> Reading
  - 6.3.1. Marijuana Code Amendment/Repealed
- 6.4. Resolution
  - 6.4.1. Amendment – Master Fee Schedule

## **Other Items:**

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

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

**Minutes:** Upon motion by Councilmember Myers, seconded by Councilmember McDaniel, 'Approve the Minutes of the 2/18/14 Regular Meeting,' motion carried, all voting yes.

**PRESENTATION:**

**Kelso Police Department Annual Report:** Chief of Police Andrew Hamilton provided an informative presentation for the 2013 annual report.

**CITIZEN BUSINESS:**

**Anthony Currena,** 803 South 6<sup>th</sup> Ave., spoke about how some streets in South Kelso are too narrow for emergency vehicles to use when cars are parked on both sides.

**Johann R. Peters,** 512 West Main St., spoke about the Council holding a workshop regarding the Façade Improvement Program.

**Lana Redmill,** 1109 South 11<sup>th</sup> Ave., spoke about how some streets in South Kelso are in need of repair.

**COUNCIL BUSINESS:**

**Amendment to the Cowlitz County 'Big Idea' Interlocal Agreement:** Upon motion by Councilmember Archer, seconded by Councilmember Franklin, 'Approve the Amendment to the 'Big Idea' Interlocal Agreement', motion carried, all voting yes.

**MOTION ITEMS:**

**Ordinance No. (1<sup>st</sup> Reading) Encode Fees to Master Fee Schedule:** 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 REPEALING ORDINANCE 3765 AND AMENDING THE KELSO MUNICIPAL CODE TO REMOVE REFERENCE TO CERTAIN CODIFIED FEES AND REPLACE WITH REFERENCE TO CITY COUNCIL FEE RESOLUTION,' motion passed, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) Marijuana Land Use:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING VARIOUS SECTIONS OF THE KELSO MUNICIPAL CODE RELATING TO LAND USE AND ZONING TO REGULATE MARIJUANA LAND USES, ESTABLISHING A NEW CHAPTER 17.45 OF THE KELSO MUNICIPAL CODE TO ADOPT ZONING RESTRICTIONS ON THE PRODUCTION, PROCESSING, AND RETAILING OF RECREATIONAL MARIJUANA, DESCRIBING THE LAND USE IMPACTS TRIGGERING SUCH RESTRICTIONS, IDENTIFYING THE PERMITTED ZONES FOR SUCH USES, ESTABLISHING SEPARATION AND DISTANCE REQUIREMENTS FOR SUCH USES AND ENFORCEMENT PROCEDURES FOR VIOLATIONS, AND FURTHER REPEALING THE MORATORIUM IN EFFECT ON SUCH USES,’ motion passed, all voting yes.

**Ordinance No. (1<sup>st</sup> Reading) Marijuana Code Amendment/Repeal:** The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, ‘Pass on 1<sup>st</sup> reading, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING THE KELSO MUNICIPAL CODE TO REPEAL CHAPTER 9.20 DRUG PARAPHERNALIA AND CHAPTER 9.24 MARIJUANA AND AMEND CHAPTER 9.04 STATE CRIMINAL STATUTES ADOPTED, TO BRING THE MUNICIPAL CODE INTO CONFORMANCE WITH CURRENT STATE MARIJUANA AND DRUG PARAPHERNALIA STATUTES,’ motion passed, all voting yes.

**MANAGER’S REPORT:**

**Steve Taylor:** 1) Provided an update on the City’s grant application for the County’s .09 Monies to aid in funding improvements to West Main’s streetscape. City Engineer Mike Kardas explained the streetscape design proposal.

**COUNCIL REPORTS:**

**Gary Archer:** No report.

**Todd McDaniel:** No report.

**Jared Franklin:** No report.

**Dan Myers:** No report.

**Gary Schimmel:** Commented about how people can help support the businesses on West Main if they went out of their way to go down there.

**Rick Roberson:** No report.

**David Futcher:** No report.

There being no further business, Mayor Futcher adjourned the meeting at 7:35 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:** CDBG HOME Consolidated 5  
Year Plan

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

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

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

**PRESENTED BY:**

Melissa Taylor

**Originator:** Steve Taylor

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

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

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**Agenda Item Attachments:**

2014 Consolidated Plan Timeline  
2014 Eligible Program Activities  
Policy Rationale Housing Needs  
Setting HOME Priorities thru Targeting  
Community Input Summary  
2014 Housing Snapshot

**SUMMARY STATEMENT:**

Melissa Taylor from the Council of Governments will be discussing the development of the 2014-2018 Longview-Kelso Consolidate Housing and Community Development Plan. This plan is required by U.S. Department of Housing & Urban Development (HUD) to guide local funding priorities for Community Development Block Grant (CDBG) and HOME housing dollars. The presentation will include overview of the plan and process, data relevant to Kelso's housing needs, and request guidance on potential targeting and direction of the city's HOME allocation for housing as well as prioritization of community development needs in the event that the city wishes to apply for state CDBG funds through Cowlitz County at some point over the next 5 years.

Time will be allotted for Q&A discussion.

**RECOMMENDED ACTION:**

None at this time.

# Longview-Kelso Consolidated Housing & Community Development Plan 2014- 2018

## Project Timeline

Project Task	Date	Time/Location
Agency Focus Groups: Housing, Homeless & Poverty Needs/Strategies	January 14	1:00-5:00 PM City Hall
<b>Community Meetings:</b>		
<b>Highlands Neighborhood Assoc.</b>	<b>January 27</b>	<b>6 PM – HNA</b>
<b>Wallace School, Kelso</b>	<b>February 13</b>	<b>6 PM – Wallace</b>
<b>PUD (Broadway/Citywide)</b>	<b>February 18</b>	<b>10 AM - PUD</b>
Develop Neighborhood Demographics & Needs Analysis	February 28	
Establish Goals & Objectives	March 7	
Kelso Council Workshop	March 18	6 PM – City Hall
Longview Council Workshop	March 20	7 PM – City Hall
Target Areas Determined	March 20	
Strategic Plan Completed	March 28	
<b>Kelso Public Hearing – Con Plan &amp; 2014 Project Selection</b>	<b>April 15</b>	<b>7 PM – City Hall</b>
<b>Longview Public Hearing – Con Plan &amp; 2014 Project Selection</b>	<b>April 24</b>	<b>7 PM – City Hall</b>
Annual Plan Developed - 2015	April 30	
<b>Con Plan Public Comment Period</b>	<b>April 30</b>	<b>May 30</b>
<b>City of Kelso Con Plan Adoption</b>	<b>June 3</b>	<b>7 PM</b>
<b>Lead Agency/LV Con Plan Adoption</b>	<b>June 12</b>	<b>7 PM</b>
Send 5-Year Con Plan to HUD	June 16	

# ELIGIBLE ACTIVITIES

## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIPS (HOME)

Activity	CDBG-Longview Only	HOME – Kelso-Longview
Administration	<b>Administration &amp; Planning</b> <ul style="list-style-type: none"> <li>• Project Planning</li> <li>• Development of Codes &amp; Ordinances</li> <li>• Comprehensive, Functional &amp; Area Plans</li> <li>• Capital Improvement Plans</li> </ul>	<b>Administration Only</b>
Housing	<ul style="list-style-type: none"> <li>• Housing Rehabilitation (Owner/Rental)</li> <li>• Housing Construction (with restrictions)</li> <li>• Homeownership Assistance</li> </ul>	<ul style="list-style-type: none"> <li>• Housing Rehabilitation (Owner/Rental)</li> <li>• Homebuyer/Homeownership Assistance</li> <li>• Housing Construction (Owner/Rental)</li> <li>• TBRA (Tenant-Based Rental Assistance)</li> </ul>
Public Facilities	<ul style="list-style-type: none"> <li>• Water &amp; Sewer Improvements</li> <li>• Flood &amp; Drainage Facilities</li> <li>• Solid Waste Disposal</li> <li>• Streets &amp; Sidewalks</li> <li>• Fire Facilities &amp; Equipment</li> <li>• Shelters for Special Needs Populations</li> </ul>	
Community Facilities	<ul style="list-style-type: none"> <li>• Parks &amp; Recreation</li> <li>• Open Space</li> <li>• Historic Preservation</li> <li>• Community Centers</li> </ul>	
Economic Development	<ul style="list-style-type: none"> <li>• Micro-Enterprise Assistance</li> <li>• Real Property Equipment &amp; Improvements</li> <li>• Buildings &amp; Renovations</li> <li>• Services (admin. job placement, training)</li> </ul>	
Public Services	<ul style="list-style-type: none"> <li>• Employment</li> <li>• Crime Prevention</li> <li>• Child &amp; Health Care &amp; Substance Abuse</li> <li>• Education &amp; Fair Housing Counseling</li> <li>• Energy Conservation</li> </ul>	
Other	<ul style="list-style-type: none"> <li>• Acquisition &amp; Disposition of Real Property</li> <li>• Removal of Architectural Barriers</li> <li>• Code Enforcement &amp; Demolition</li> <li>• Relocation Assist./Loss of Rental Income</li> <li>• Payment of Non-Federal Matching Share</li> </ul>	

**U.S. Department of Housing & Urban Development (HUD)** – HUD is the federal department that administers funding to address affordable housing needs.

**Community Development Block Grant (CDBG)** – The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs, primarily to benefit persons of low- and moderate-income. The CDBG program provides annual grants on a formula basis to 1,180 states and local governments.

**HOME Investment Partnership Program (HOME)** – HOME is a housing program funded by HUD. Funds are distributed to local governments and states to use in a variety of ways to improve the availability of sound, affordable housing, primarily for low- and moderate income persons.



## Policies & Priorities – Options to Consider

### Homeownership

- Increase homeownership opportunities where homeowner vacancy rates are very low, esp. where there are low/mod renters who might benefit
- Improve housing conditions for renters of low/moderate income who experience poor housing conditions, esp. large families.
- Protect mobile home parks by converting to cooperatives or single ownerships – esp. Olympia, Lacey, Tumwater, Yelm & Rochester; also Tenino & Rainier
- Stabilization of neighborhoods through increased homeownership
- Examples: Down Payment Assistance, Interest Rate Buy-Downs, Self-Help Housing, Cooperative Housing, purchase & resale of foreclosure, etc.

### Homeowner Rehab

- Improve housing conditions wherever there is a concentration of homeowners that meet the threshold for need
- Encourage low-income homeowners to remain in their homes – elderly who need improvements to make aging in place safer; disabled & special needs; safety and code improvements that protect value and maintain structural integrity
- Encourage/retain homeownership
- Stabilization of neighborhoods through protecting homeowner investments with housing improvements

### Rental Acquisition & Production

- Increase supply where rental vacancy rates are low; more units are available for households
- Increase supply to meet special needs (esp. frail elderly, disabled, large families)
- Purchase existing units and restrict to low-income occupants
- Neighborhood stabilization, where gentrification is occurring or likely to occur.
- Acquire and convert single family homes for renters where rental vacancy rates are tight and homeowner vacancies are high, esp. for renters with certain housing conditions, such as large families and disabled family members.

### Rental Rehab

- Improve housing conditions whenever a rental group exceeds the threshold (66%) for the group, for any housing condition
- Convert single family units to meet rental shortages or for special needs renters (group homes, large families, etc.)
- Assist rental owners who wish to meet HUD standards for use of TBRA

### Tenant-Based Rental Assistance

- Assist income-eligible tenants throughout the community, esp. in locations with high rental vacancy
- Encourage rental property owners to improve their properties to meet HUD quality standards for the use of TBRA

### Homelessness

- Construct transitional and permanent supportive housing
- Acquire/renovate structures that can be used for transitional and permanent supportive housing
- Rental assistance to meet transitional and permanent housing needs of homeless and at-risk, esp. special needs groups (e.g. families, chronically homeless) with documented unmet housing needs and selection policies specified in the Consolidated Plan
- Security & utility deposits (stand-alone or with TBRA)

## Setting HOME Priorities through Targeting

Instructions: A response in each category may not be necessary—respond to those categories below that you believe apply to your jurisdiction’s needs.

**Geographical Targets** – This can include targeting specific areas of the city, specific neighborhoods that are the focus of revitalization, or census tracts that met certain criteria, for instance, those with low-income households and low homeownership.

My Geographical Targets:

**Population Targets** – Common examples include elderly home repair programs or constructing housing for large families.

My Population Targets:

**Service Targets** – There have been many creative HOME program links to services, such as building rental housing next to a major employer who had made a commitment to a welfare-to-work program. Other examples include: transitional housing for the homeless, housing for people with AIDS, and creation of housing devoted to the Family Self-Sufficiency program.

My Service Targets:

**“Secondary Impacts” Targets** – These could reflect secondary goals, such as increasing the capacity of CHDOs, with the long-term goal of increasing housing production. Investment criteria could be added, such as the amount of leveraging desired, the amount of return, length of affordability, or other criteria or to ensure that funds are stretched as far as possible.

My “Secondary” Targets:

# Community Input

## Longview-Kelso Consolidated Housing & Community Development Plan 2014-2018

A series of focus groups was conducted in January 2014 with area agencies to determine community needs around the topics of housing, homeless, and economic independence. These results are tabulated below under “Agency Input”. Three community input meetings held during February 2014 to gather citizen input into housing and community development needs in Longview and Kelso. These are summarized below.

### **1. What are the housing needs in our communities and neighborhoods?**

- Emergency shelter & transitional housing for homeless persons
- Affordable rental housing
- Fair housing education
- Rental assistance
- Security deposits
- Housing for people with disabilities
- Senior Housing
- Cottage housing for appropriate groups, e.g. seniors, special needs, ethnic preference, work/live units
- Homeowner maintenance program
- Down payment/closing cost assistance
- Weatherization improvements

### **2. What are the needs for public facilities in our communities?**

#### Highlands:

- Emergency Shelters & Transitional Housing – Highlands
- Neighborhood-based Health Clinic – Highlands
- Archie Anderson Park – Community Center

#### Community-wide:

- Emergency Shelters and transitional housing for homeless
- Covered basketball areas
- Restrooms with showers in parks

#### Kelso:

- Emergency Shelters for homeless

#### Agency Input:

- Community House - new community space
- Youth shelter
- Emergency Shelters Highlands Community Center – community building

- Habitat for Humanity location in Kelso

### **3. What are the needs for public improvements in our communities?**

#### Highlands:

- Street lighting throughout the neighborhood
- Sidewalk repair

#### Community-wide:

- Trails along dikes

#### Kelso:

- Crosswalk markings
- Community center – multi-purpose
- Sidewalk repairs

#### Agency Input:

##### Longview

- Water, sewer and sidewalk improvements along California Way and Industrial Way area
- County fairgrounds improvements (parking area) consistent with Fairgrounds Master Plan
- Parking along Civic Circle
- Downtown Longview streetscape projects - using arts as economic development tool
- Façade Improvement program
- Infrastructure for bicyclists and complete streets, citywide

##### Kelso

- Sidewalks, curbs and gutters in Kelso’s residential areas
- Replacement of Kelso’s aging water and sewer infrastructure
- Roadway improvements in Kelso
- Restroom facilities in downtown Kelso
- Senior center
- Community Center/central meeting place
- Curb cutouts for accessibility
- West Kelso area improvements
- South Kelso revitalization
- Façade Improvement Program for downtown

### **4. What are the needs for public services in our communities?**

#### Highlands Community Input:

- Mental health & addiction treatment
- After-school programs
- Job training & readiness programs

### Community-wide:

- Mental health & addiction treatment
- Affordable childcare
- Transportation services
- Job readiness training
- Information coordination/dissemination to those who need it

### Kelso:

- Mental health & addiction treatment
- Affordable childcare
- Job training

### Agency Input:

- Increased public transit
- Assistance with housing search, mediation, communication between tenant and landlords
- Case management
- Food deserts for seniors, lack of neighborhood markets and transportation to markets
- Services to assist businesses for low cost entry; i.e. farmers markets, pop up shops, food trucks; legal infrastructure; land use capability
- Mentoring infrastructure
- Seniors- coordination of services between senior services, meal services, Project Read computer literacy for seniors, RSVP/SCORE- marketing of services
- Money Start curriculum for Older Adults/Vulnerable Adults
- Frail elderly- Additional support/respite for caregivers
- Caregiving to persons with disabilities (mental, physical, developmental, HIV/AIDS)
- Behavioral health services (mental health and addiction)

## LONGVIEW-KELSO

### 2014-2018 CONSOLIDATED PLAN

<b>Homeowner Housing Price &amp; Affordability</b>
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### Median Resale Home Price

County	2008 Q3	2009 Q3	2010 Q3	2011 3Q	2012 Q3	2013 Q3	% Change, 2008 - 2013
<b>Cowlitz</b>	\$194,200	\$164,900	\$158,500	\$145,000	\$140,800	\$161,400	-16.9%
<b>Clark</b>	\$243,300	\$219,000	\$213,200	\$189,800	\$203,000	\$238,600	-1.9%
<b>Lewis</b>	\$175,000	\$163,300	\$164,900	\$141,100	\$142,900	\$146,800	-16.1%
<b>Mason</b>	\$190,000	\$175,000	\$185,500	\$142,000	\$167,700	\$168,100	-11.5%
<b>Washington</b>	\$281,500	\$260,000	\$248,900	\$225,300	\$243,100	\$263,400	-6.4%

Source: WCRER, WSU & UW

### Move Up Buyer – Housing Affordability Index

	HAI 2008 Q3	HAI 2009 Q3	HAI 2010 Q3	HAI 2011 Q3	HAI 2012 Q3	HAI 2013 Q3
<b>Cowlitz</b>	115.5	154.1	182.1	203.4	236.1	191.0
<b>Clark</b>	114.0	146.6	165.4	191.5	202.3	159.6
<b>Lewis</b>	122.4	149.9	160.9	198.0	222.5	200.6
<b>Mason</b>	122.5	154.7	155.7	210.8	201.9	186.8
<b>Washington</b>	96.9	122.8	140.2	160.7	168.7	144.4

Source: WCRER, WSU & UW

Affordability Index measures the ability of a typical family to make payments on median price resale home; assumes 20% down payment and 30-year amortizing mortgage. First-time buyer affordability index assumes a less expensive home, lower down payment and lower income.

### First-Time Buyer – Housing Affordability Index

	HAI 2008 Q3	HAI 2009 Q3	HAI 2010 Q3	HAI 2011 Q3	HAI 2012 Q3	HAI 2013 Q3
<b>Cowlitz</b>	69.2	92.2	102.7	114.5	120.6	191.0
<b>Clark</b>	69.3	89.0	92.0	104.3	109.8	89.4
<b>Lewis</b>	73.5	90.0	90.9	108.5	115.4	200.6
<b>Mason</b>	75.5	95.3	86.6	114.9	120.6	91.3
<b>Washington</b>	56.9	72.0	79.1	87.4	96.6	80.6

Source: WCRER, WSU & UW

## Longview-Kelso Apartment Market

### Comparison – Fall 2008 & Fall 2013

Unit Size	2008 Average Rent	2008 Vacancy Rate	2013 Average Rent	2013 Vacancy Rate
Average Unit – L-K	\$558	1.4%	\$652	5.3%
Average Unit - WA	\$936	4.7%	\$1,052	3.9%
1 Bedroom – L-K	\$521	0.0%	\$570	5.3%
1 Bedroom – WA	\$836	4.2%	\$958	3.4%
2 Bedroom – L-K	\$581	1.6%	\$669	5.4%
2 Bedroom - WA	\$850	4.5%	\$957	4.0%

Source: Washington Apartment Market, WCRER, UW & WSU

## Rental Facts

### Cowlitz County/Longview MSA

<b>39,793</b>	Number of households in Cowlitz County/Longview MSA
<b>13,011</b>	Number of renting households in Cowlitz County
<b>33%</b>	Percent of households who are renters
<b>\$13.60</b>	“Housing Wage” needed to afford a 2 bedroom apartment paying 30% of income
<b>\$10.60</b>	Median Renter Wage (Half of all renters in Cowlitz earn less; half earn more)
<b>\$551</b>	Affordable rent for a household making Mean Renter Wage
<b>57</b>	Number of hours worked per week at Mean Renter Wage to earn Affordable Rent
<b>\$23,145</b>	Average household income of a Cowlitz County renter
<b>\$579</b>	Affordable rent for a household with Renter Median Income
<b>122%</b>	Percent of median renter income needed to afford a 2-bedroom rental
<b>58%</b>	Percent of renters in Cowlitz County who can’t afford a 2 bedroom without paying more than 30% of their income

Source: Out of Reach 2013, National Low Income Housing Coalition; <http://nlihc.org/oor/2013>

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

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**SUBJECT TITLE: Fireworks Permits**

**Agenda Item No:** \_\_\_\_\_

**Dept. of Origin:**     **Finance**

**Date of Meeting:**     **March 18, 2014**

**Originator:**           **Brian Butterfield**

**PRESENTED BY: Brian Butterfield**

**City Attorney:** \_\_\_\_\_

**City Manager:** \_\_\_\_\_

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**Agenda Item Attachments:**

See attachments

**SUMMARY STATEMENT:**

Attached are applications from two organizations requesting Fireworks Permits. The fees have been paid. Upon approval of these applicants, review will be done by Cowlitz 2 Fire. The Kelso City Attorney will review the Evidence of Insurability.

**Kelso Recreation Council (2 Stands)**

(1) Kelso Safeway Parking Lot @ 411 Three Rivers Drive

(2) Riverway Plaza @ 200 S. Kelso Drive

**Kelso Kiwanis (1 Stand)**

Kelso First Baptist Church, 214 S. 4<sup>th</sup> Ave – Parking Lot

**RECOMMENDED ACTION:**

Staff makes no recommendations of these two applicants.



CITY OF KELSO FINANCE DEPARTMENT  
203 SOUTH PACIFIC, P. O. BOX 819  
KELSO, WASHINGTON 98626  
1-360-423-0900 PHONE  
1-360-425-9807 FAX  
email bigb@kelso.gov

CITY OF KELSO SAFE AND SANE FIREWORKS

APPLICATION FORM

DATE: 2/28/14

NAME OF APPLICANT: Kelso Kiwanis

ADDRESS: PO Box 552 Kelso PHONE 270-6443

LETTER OF REQUEST ATTACHED: YES  NO

IF ORGANIZATION, NAME OF CONTACT: Carol Kams

ADDRESS: 301 Nremi RO. Longview PHONE 270-6443

APPLICANT OVER THE AGE OF 18 YRS OF AGE YES  NO

PROPOSED LOCATION OF FIREWORKS STAND(S):

- 214 S. 4th Kelso
- 

STORAGE LOCATION OF FIREWORKS: on site

FEES: \$25.00 NONREFUNDABLE FOR EACH FIREWORKS STAND.  
RECEIPT # 306678 DATE: 3-6-14

DEPOSIT FEES: \$100.00 REFUNDABLE UPON PROPER CLEANUP OF AREA/SITE.  
RECEIPT # 306678 DATE: 3-6-14

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FOR CITY USE ONLY

LICENSE/PERMIT NUMBER: WS PEL-00351/16028

STATE FIRE MARSHALL LICENSE: \_\_\_\_\_

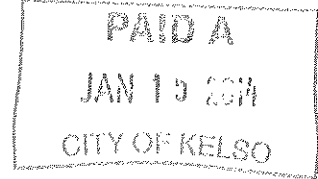
FIRE DEPT. APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME-POSITION

INSURANCE COMPLIANCE APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY ATTORNEY

CITY OF KELSO APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNCIL ACTION

CITY OF KELSO FINANCE DEPARTMENT  
203 SOUTH PACIFIC, P. O. BOX 819  
KELSO, WASHINGTON 98626  
1-360-423-0900 PHONE  
1-360-425-9807 FAX  
email . bigb@kelso.gov

304121



CITY OF KELSO SAFE AND SANE FIREWORKS

CL 30025867  
30025868

APPLICATION FORM

DATE: 01/03/2014

NAME OF APPLICANT: Kelso Recreation Council

ADDRESS: 100 Jones Ct Kelso, WA 98626 PHONE 360-957-1754

LETTER OF REQUEST ATTACHED: YES \_\_\_\_\_ NO \_\_\_\_\_

IF ORGANIZATION, NAME OF CONTACT: Scott Derosier

ADDRESS: 100 Jones Ct Kelso, WA 98626 PHONE 360-957-1754

APPLICANT OVER THE AGE OF 18 YRS OF AGE YES X NO \_\_\_\_\_

PROPOSED LOCATION OF FIREWORKS STAND(S):

1. Safeway #2637 411 Three Rivers Dr Kelso, WA

2. \_\_\_\_\_

STORAGE LOCATION OF FIREWORKS: on site with security

FEES: \$25.00 NONREFUNDABLE FOR EACH FIREWORKS STAND.  
RECEIPT # 304121 DATE: 1-15-2014

DEPOSIT FEES: \$100.00 REFUNDABLE UPON PROPER CLEANUP OF AREA/SITE.  
RECEIPT # 304121 DATE: 1-15-2014

FOR CITY USE ONLY

LICENSE/PERMIT NUMBER: WSPFL-00352 / 15486

STATE FIRE MARSHALL LICENSE: \_\_\_\_\_

FIRE DEPT. APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME-POSITION

INSURANCE COMPLIANCE APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY ATTORNEY

CITY OF KELSO APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNCIL ACTION

CITY OF KELSO FINANCE DEPARTMENT  
203 SOUTH PACIFIC, P. O. BOX 819  
KELSO, WASHINGTON 98626  
1-360-423-0900 PHONE  
1-360-425-9807 FAX  
email bigb@kelso.gov

304120

PAID A  
JAN 15 2014  
CITY OF KELSO

CITY OF KELSO SAFE AND SANE FIREWORKS

OK 30025866  
30025869

APPLICATION FORM

DATE: 01/03/2014

NAME OF APPLICANT: Kelso Recreation Council

ADDRESS: 100 JONES CT Kelso, WA 98626 PHONE 360-957-1754

LETTER OF REQUEST ATTACHED: YES \_\_\_\_\_ NO \_\_\_\_\_

IF ORGANIZATION, NAME OF CONTACT: SCOTT DEROSIER

ADDRESS: 100 JONES CT Kelso, WA 98626 PHONE 360-957-1754

APPLICANT OVER THE AGE OF 18 YRS OF AGE YES X NO \_\_\_\_\_

PROPOSED LOCATION OF FIREWORKS STAND(S):

1. Riverway Plaza 200 S Kelso Dr Kelso, WA
2. \_\_\_\_\_

STORAGE LOCATION OF FIREWORKS: on site with security

FEE: \$25.00 NONREFUNDABLE FOR EACH FIREWORKS STAND.  
RECEIPT # 304120 DATE: 1-15-2014

DEPOSIT FEES: \$100.00 REFUNDABLE UPON PROPER CLEANUP OF AREA/SITE.  
RECEIPT # 304120 DATE: 1-15-2014

-----  
FOR CITY USE ONLY

LICENSE/PERMIT NUMBER: WSP FL - 00352 / 15485

STATE FIRE MARSHALL LICENSE: \_\_\_\_\_

FIRE DEPT. APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME-POSITION

INSURANCE COMPLIANCE APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY ATTORNEY

CITY OF KELSO APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNCIL ACTION

# **AGENDA SUMMARY SHEET**

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

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### **SUBJECT TITLE:**

Consultant Scope and Professional Services  
Agreement- Murray, Smith & Associates, Inc.  
Chestnut Street Stormwater System Upgrade Project

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

**Dept. of Origin:** Comm. Dev/Engineering

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

### **PRESENTED BY:**

Michael Kardas, PE  
Community Development Director/City Engineer

**Cost of Item:** \$112,268.00

**City Manager:** Steve Taylor

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### **AGENDA ITEM ATTACHMENTS:**

Consultant scope and fee estimate  
Professional Services Agreement

### **SUMMARY STATEMENT:**

The Chestnut Street Stormwater System Upgrade is a drainage project listed in the City's 2014-2019 Capital Improvement Program. The 2,800 feet of storm drain on Chestnut is both undersized and in poor repair. The cost to replace the entire trunk is in excess of \$1,000,000. The work must be broken into phases in order to complete the replacement within the available funding.

This Professional Services Agreement requires the consultant to provide engineering design for the project. The consultant will deliver a Stormwater Design Report that provides hydrologic and hydraulic modeling to support the design of the entire length of the pipe. The agreement also requires the consultant to provide construction-ready plans, specifications and cost estimates for a two-block long section of the project.

Construction is scheduled for Summer/Fall 2014 and will be performed under a separate contract.

### **FINANCIAL SUMMARY:**

This project was budgeted in the CIP and funds are available in the Drainage Fund.

### **RECOMMENDED ACTION:**

Staff recommends Council authorize the City Manager to execute the professional services agreement with Murray, Smith & Associates, Inc.

**SCOPE OF WORK  
CITY OF KELSO  
ENGINEERING SERVICES FOR  
CHESTNUT STREET STORMWATER SYSTEM UPGRADE PROJECT**

The Chestnut Street Drainage Project is identified as a high priority reconstruction project in the City of Kelso (City) stormwater Capital Improvement Plan. Located in the South Kelso Watershed, the Chestnut Street storm sewer serves Basin 1, one of three drainage basins within the watershed. The existing 2,800 feet of storm main in Chestnut Street is identified as both undersized and in poor condition between S. Pacific Avenue and S. 12<sup>th</sup> Avenue. Evaluated in the City of Kelso Phase 1 and Phase III Stormwater Management Plan (SWMP), the hydraulic analysis identified a total of 15,000 feet of Basin 1 storm pipe as undersized for replacement.

This project will include the preparation of an updated hydraulic analysis for Basin 1 to verify the sizing of the Chestnut Street storm sewer replacement and contributing basin pipe replacement recommendations in the Phase III SWMP. Preliminary horizontal and vertical alignment plan and profile sheets will be prepared for the entire 2,800 feet of Chestnut Street storm sewer, however, the storm sewer reconstruction construction bid package will be limited to approximately 500 feet of new 42-inch (sizing to be verified) diameter piping between S. 6<sup>th</sup> Avenue and S. 8<sup>th</sup> Avenue.

The proposed work program is outlined by major tasks as follows:

**Task 1 – Data Collection and Review**

**Task 2 – Stormwater Design Report**

**Task 3 – Design Plans**

**Task 4 – Specifications**

**Task 5 – Cost Estimates**

**Task 6 – Project Management**

The above major work tasks are described in more detail as follows:

**Task 1 – Data Collection and Review** – Identify and gather information necessary to complete the design, including the following:

**Subtask 1.1: Background Data Collection and Review** – This task will include collecting data from the City and others related to the project not already in MSA’s possession. This documentation will include:

- Original South Kelso Watershed Basin 1 hydrologic and hydraulic model data.
- Phase 1 and III SWMP (already in our possession).

- City-provided GIS data related to the storm water pipeline network including available invert and rim elevations, elevation contours and topographic data, land use data, tax lots, streets and local streams.
- CDID No. 3 slough water levels under 25- and 100-year design storm conditions and pump station operation set points.
- Record drawings and maps of relevant street, storm drainage, water and wastewater facilities.
- Other utility mapping including gas, power and telecommunications as available.
- Other information relevant to the project.

**Subtask 1.2: Chestnut Street Base Survey** – Establish survey control for the project and run a differential level loop along the entire length of the Chestnut Street storm trunk sewer, from S. Pacific Avenue to the slough discharge at S. 12<sup>th</sup> Avenue, to obtain elevations of the rims of storm structures and record measure downs to pipe inverts. Complete a topographic survey of Chestnut Street from S. 6<sup>th</sup> Avenue to S. 8<sup>th</sup> Avenue (50’ each direction at each intersection) to approximate right-of-way extents including edge of pavement and mapping of existing utilities located through the One-Call system. The survey will not locate right-of-way lines.

*Deliverables* – Survey base drawing in AutoCAD format.

**Subtask 1.3: Chestnut Street Alignment Survey** – Work under this task will include mapping of existing utilities located through the One-Call system, edge of pavement and existing curb line on Chestnut Street from N. Pacific Avenue to N. 6<sup>th</sup> Street, and from N. 8<sup>th</sup> Street to N. 12<sup>th</sup> Street for the purpose of aiding in the design of the Chestnut Street storm sewer horizontal alignment.

*Deliverables* – Survey base drawing in AutoCAD format.

**Subtask 1.4: Geotechnical Investigation S. 6<sup>th</sup> Avenue to S. 8<sup>th</sup> Avenue** – Complete geotechnical investigations for the proposed storm sewer reconstruction extents. This investigation will include the following:

- Complete four geoprobe borings to depths of up to 20 feet. (The total estimated drilling footage will be on the order of 80 feet. The geoprobe allows for collection of continuous 1.25-inch-diameter soil samples in 4-foot intervals without the production of drill cuttings. The soil samples are obtained in a transparent tube that readily permits visual examination of the soil composition and stratigraphy.) Classify soil samples visually in the field and return representative samples to geotechnical office for further examination and testing.

Perform drilling and sampling under the direction of an experienced geotechnical engineer or engineering geologist who will locate the general areas for drilling and maintain a detailed log of the materials and conditions uncovered during the course of the work.

- Install prefabricated observation wells in two of the borings to permit measurements of the groundwater level over time. Protect piezometers at the ground surface with a metal monument.
- Conduct laboratory tests to provide data on the important physical characteristics of the subsoils for engineering studies and analyses. The laboratory tests will be limited to the standard classification tests of: natural water content and grain size analysis.
- Accomplish engineering studies and analyses to prepare conclusions and recommendations concerning: (1) soil and groundwater conditions that may be encountered during pipe installation; (2) excavation considerations; (3) design lateral earth pressure criteria for temporary excavation shoring; and (4) dewatering considerations.

***Deliverables*** – A summary report that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in pdf format.

**Subtask 1.5: Prepare Dewatering Plan** – In the event soil and groundwater conditions result in the recommendation of excavation well point dewatering, develop minimum criteria for a well point dewatering system and shoring requirements. Provide the minimum criteria of well spacing and depth to allow contractors to establish suitable bids for dewatering efforts. (Design of the well point dewatering system and excavation support will be the responsibility of the selected contractor.) Provide order of magnitude estimates of dewatering volumes - detailed dewatering calculations are not included in this scope of work.

***Deliverables*** – Prepare dewatering and shoring technical specifications incorporating the minimum design requirements. Incorporate dewatering notes and details into the design drawings as required.

**Task 2 – Stormwater Design Report** – Develop the hydrologic and hydraulic model for Basin 1 in the South Kelso Watershed to evaluate the design (size, and vertical alignment) of the proposed improvements. Complete preliminary horizontal and vertical design of the entire Chestnut Street storm sewer between N. Pacific Avenue and N. 12<sup>th</sup> Avenue based on the hydraulic model analysis and design requirements of the Kelso Engineering Design Manual (KEDM) per the following tasks. Water quality analysis is not included in this effort.

**Subtask 2.1: Hydrologic/Hydraulic Analysis** – The Phase I SWMP utilized the rational method to model the hydrologic component of the system and a simplified network within StormCAD to model the hydraulic component of the system. Based on the methodology and modeling tools, the previous analysis may be conservative in that peaking was modeled simultaneously through the system with limited consideration for system storage, flow attenuation, and dynamic variability. This conservative approach may over-estimate the improvement requirements within the basin.

Model the contributing basin area utilizing the National Resources Conservation Service (NRCS) curve number method for the hydrologic runoff component of the model and

EPASWMM to dynamically model the hydraulic component of the model. Run the model with the 25-year and 100-year storm events to assist in sizing of the project as well as provide feedback to the City on the potential reduction of capital improvements throughout Basin 1. Sub-tasks for model development and hydrologic and hydraulic analysis are defined below.

- Develop the model network from data available from the City’s GIS system. Incorporate Chestnut Street survey data into the modeled pipe network.
- Develop curve numbers (NRCS) for each tributary sewer sub-basin based on land use and soils data for use in the hydrologic portion of the model.
- Develop time of concentration from methodology defined in “Urban Hydrology for Small Watersheds, Technical Release 55 [NRCS, 1986].”
- Model rainfall runoff from the 25-year and 100-year storm events. Route the runoff hydrographs through the existing system pipe network utilizing the EPASWMM hydraulic model.
- Review hydraulic profiles showing existing system response and potential system deficiencies.
- Utilizing the hydraulic model, evaluate improvements to eliminate system deficiencies based on criteria in the KEDM. Consider improvements of pipeline upsizing and potential for steeper slopes.
- Prepare three maps showing (1) existing system deficiencies, (2) recommended improvements, and (3) comparison of improvements to previously planned improvements from the Phase 1 SWMP for the Chestnut Street storm sewer.
- Document hydraulic analysis in draft technical memorandum.
- Meet with the City to discuss results of the hydraulic analysis (Task 6).
- Finalize Stormwater Design Report technical memorandum based on City comments.

This scope of work assumes that the modeling analysis will consider one set of sub-basins reflecting the built-out condition, complete with Chestnut Street roadway curb and gutters. The NRCS Soil Survey Geographic Database (SSURGO) will be used unless the City can provide a local soils dataset. The modeling analysis is limited to two iterations of deficiencies analysis and two iterations of improvements analysis. Capital improvement cost development is not included.

***Deliverables*** – Draft and final technical memorandums in pdf format including mapping, one set of hard-copy E-size mapping for the review meeting, and electronic GIS files of the existing pipe network, improved pipe network and sub-basin delineation.

**Subtask 2.2: Chestnut Street Storm Sewer Preliminary Design** – Work under this task includes the preparation of preliminary alignment plan and profile drawings of the proposed reconstruction of the Chestnut Street storm sewer from N. Pacific Avenue to the slough discharge at N. 12<sup>th</sup> Avenue. The extent of plan view existing utilities, edge of pavement and curb extents, and determination of available vertical utility crossing information to show potential interferences, will depend on the selection of alternate survey Task 1.3. Trenchless pipeline installation methods will be examined in the development of alignment alternatives. Assuming 1”=20’ scale drawings, six plan and profile sheets and a cover sheet with key map will be prepared.



**Deliverables** – Draft and final preliminary alignment drawings in conjunction with the Task 2.1 hydraulic analysis submittals and draft review meeting. One full-size and an electronic PDF draft and final completion. Reduced size final preliminary alignment drawings will be included in the final Stormwater Design Report.

**Task 3 – Design Plans** – Perform office and field engineering efforts to develop the S. 6<sup>th</sup> Avenue to S. 8<sup>th</sup> Avenue storm sewer reconstruction design plans in accordance with the KEDM and Kelso/Longview Standards Plans and Specifications. Include the replacement of catch basins and connecting pipes at the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Avenue intersections. Submit complete sets to the City for review and comment at the 50% and 90% stages of design. Attend meetings with City staff to review comments (Task 6). Complete final design plans (100%) for bidding based on the 90% review comments. Prepare the plans in AutoCAD utilizing standard layering conventions including, but not limited to: survey data, ground and topographic data, utility data, and street data. Prepare drawings on the coordinate system used for the surveying data approved by the City. Prepare plans of sufficient clarity and accuracy to depict the work being performed by the construction contractor. Show potential interferences with other utilities to ensure a buildable design. Plot drawings to 22”x34” size at 1”=20’ scale or other scale appropriate for incorporating the plans into a biddable document. Show alignments and profiles of the storm sewer referencing the elevations of existing ground and street grades and other key features in addition to locations of manholes, catch basins and other incidental appurtenances necessary for a complete design.

**Anticipated List of Project Sheets**

<u>Sheet Name</u>	<u>No. Sheets</u>
Cover Sheet	1
General Notes & Legend	1
Erosion Control Plan and Details	2
Dewatering Plan ( <i>if needed</i> )	1
Chestnut Street Plan and Profile	2
Storm Structure Details	1
City of Kelso Standard Details	1
<b><i>Phase 1 Total</i></b>	<b>9</b>

**Deliverables** – Deliverables under this task include the following:

- Plan sets submitted for review at the 50% and 90% completion stages. Unless otherwise requested by the City, one full-sized copy and an electronic PDF will be submitted for design review at each intermediate completion stage.
- Stamped final plans submitted with the final design package. Unless otherwise requested, one half-sized and one full-sized complete sets will be submitted to the City. Electronic design files in PDF format will also be submitted.

**Task 4 – Specifications** – Prepare technical specifications in accordance with the Kelso/Longview Standard Specifications. City to provide front-end document templates from recent projects. Submit complete sets to the City for review and comment at the 50% and 90%

stages of design. Attend meetings with City staff to review comments (Task 6). Complete the final specifications (100% complete) based upon the 90% review comments and meeting.

***Deliverables*** – Deliverables under this task include the following:

- Specification sets for review at the intermediate completion stages. One print copy and an electronic PDF.
- Stamped final specification set submitted with the final design package. One complete document set and electronic files in Microsoft Word format and in PDF format.

**Task 5 – Cost Estimates** – Prepare the detailed engineer’s opinion of probable cost matching the bid schedule for the project plans for City review and comment at the 50% and 90% stages of design. Provide final construction cost estimate (100% complete) prior to bidding. Prepare cost estimates in accordance with AACE International Recommended Practices. Cost estimates will be Class 2 estimates.

***Deliverables*** – Construction cost estimates, in PDF format, at the intermediate and final stages.

**Task 6 – Project Management** – Provide and perform project administration and management activities. These activities will include the following:

- Manage the project scope, schedule and budget.
- Coordinate with City staff during the project.
- Document important project decisions as they occur.
- Comply with federal, state and local requirements for documentation and process throughout the duration of the contract.
- Project meetings - Schedule, prepare for, and attend up to five (5) meetings with the City. The five meetings will include, at a minimum, a project kick-off meeting, preliminary hydraulic analysis results meeting, design review meetings within one week of the 50% and 90% stage submittals, and final design meeting prior to advertisement. The City will review the design submittal packages and provide comments, and MSA will review the comments and prepare to discuss them at the meetings.

***Deliverables*** – Deliverables under this task include the following:

- Project work plan.
- Billing and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status, to be submitted to the City on a monthly basis.
- A complete schedule through final design, updated as needed.
- Minutes for all meetings attended under this task.
- SEPA Checklist.



## 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 Murray, Smith & Associates, Inc. (“Consultant”).

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision in the capacity of a civil engineering consultant, and is familiar with the City’s municipal code, resolutions, regulations and policies.

B. The Consultant has the requisite skill and experience necessary to provide such services and has obtained a City of Kelso business license to perform these services.

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

### 1. SERVICES.

1.1 The Consultant agrees to furnish all personnel, materials, equipment and supervision and to otherwise do all things necessary for or incidental to the performance of the work set forth below and more particularly described in the Consultant’s Scope of Work attached hereto and incorporated by this reference (“Services”).

The Chestnut Street Stormwater System Upgrade Project will include Consultant and sub-contractor work. Deliverables of the project include a Stormwater Design Report for 2,800 feet of storm pipe and construction-ready plans, specifications and cost estimates for a two-block-long section of the pipe.

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

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

1.4 Performance Standard. All duties by the Consultant 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.

### 2. TERM.

The Term of this Agreement shall commence on March 19, 2014 and shall continue until the completion of the Services, but in any event no later than September 30, 2014. This Agreement may be extended for additional periods of time upon the mutual written agreement of

the City and the Consultant. 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.

3. COMPENSATION.

3.1 Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay an amount not to exceed \$112,268.00.

3.2 Compensation Rates. Compensation for Services shall be based on the attached compensation schedule not to exceed \$112,268.00.

3.3 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.

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

4. REPRESENTATIONS.

4.1 The Consultant 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.

5. INDEPENDENT CONSULTANT.

5.1 It is the intention and understanding of the Parties that the Consultant shall be an independent consultant. The Consultant or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Consultant will not hold himself or herself out as nor claim to be an officer or employee of the City. The Consultant 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 Consultant shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Consultant shall not be deemed to convert this Agreement to an employment contract.

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

6. INDEMNIFICATION.

6.1 Consultant Indemnification. The Consultant 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.

6.2 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

## 7. INSURANCE.

7.1 The Consultant shall procure and maintain for the duration of the Agreement, a the insurance policies described below 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 Consultant, their agents, representatives, employees or subconsultants.

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit and further shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent consultants, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

A. The Consultant'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 Consultant's insurance and shall not contribute with it.

B. The Consultant'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.

7.3 Verification of Coverage. Consultant 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 Consultant before commencement of the work.

## 8. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Consultant, or its employees, agents, subconsultants 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 Consultant 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 Consultant's breach, may result in ineligibility for further City agreements.

## 9. INTELLECTUAL PROPERTY-- Warranty of Noninfringement

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

## 10. CONFIDENTIALITY.

The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant 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 Consultant 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 Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

12. BOOKS AND RECORDS.

The Consultant 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 Consultant 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 Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant 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.

CONSULTANT

CITY OF KELSO

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

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

Printed Name: Kevin Thelin

Printed Name: Steve Taylor

Title: Vice President

Title: City Manager

Address: Murray, Smith & Associates, Inc.  
121 SW Salmon, Suite 900  
Portland, OR 97204

Address: City of Kelso  
P.O. Box 819  
Kelso, WA 98626

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

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

Approved as to form:

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

# AGENDA SUMMARY SHEET

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

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### SUBJECT TITLE:

Closeout for:  
Harris and Ayers Streets Sewer Replacement  
Project Nos. 591306 & 591307

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

Dept. of Origin: Engineering/Community Dev

For Agenda of: March 18, 2014

### PRESENTED BY:

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

Cost of Item: \$ 542,082.69

City Manager: Steve Taylor

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### AGENDA ITEM ATTACHMENTS:

Final Reconciliation

### SUMMARY STATEMENT:

Council awarded the contract for Harris St./Ayers St. Sewerline Replacement to Advanced Excavating Specialists, LLC of Longview, WA during the August 8, 2013 council meeting in the amount of \$548,344.08. Work started on September 16, 2013 and ended on December 13, 2013.

The project consisted of the construction of 1,137 linear feet of 12-inch PVC sanitary sewer pipe, 623 linear feet of 8-inch sanitary sewer pipe, 1,279 linear feet of 6-inch sewer pipe (side sewers), 11 manholes, connection of the sanitary sewer pipe to new and existing manholes, and the connection of new side sewers in the public right-of-way.

This project was a combination of funds from the sanitary sewer capital fund as well as the water/sewer capital reserve fund.

### FINANCIAL SUMMARY:

Original Contract Amount:	\$	548,344.08
Approved Change Orders:	\$	15,445.65
Over/Under Runs:	\$	(35,409.90)
Final Contract Amount:	\$	542,082.69
Change in Contract Amount:	\$	(6,261.39)

### RECOMMENDED ACTION:

Staff recommend approving the reconciliation and accepting this project as complete.

Harris Street/Ayers Street Sewerline Replacement

Project # 591306/07

Advanced Excavating Specialists, LLC

**FINAL RECONCILIATION**

Contract													This Estimate			Previous Estimate			Total to Date		
Item No.	Description	Quan	Unit	Price	Bid Amount	Quantity	Pay Amount	Quantity	Pay Amount	Quantity	Pay Amount	Quantity	Pay Amount								
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00		LS \$ -	1	LS \$ 40,000.00	1	LS \$ 40,000.00	1	LS \$ 40,000.00								
2	Project Temporary Traffic Control	1	LS	\$ 3,300.00	\$ 3,300.00		LS \$ -	1	LS \$ 3,300.00	1	LS \$ 3,300.00	1	LS \$ 3,300.00								
3	Flaggers and Spotters	500	HR	\$ 52.00	\$ 26,000.00		HR \$ -	319.5	HR \$ 16,614.00	319.5	HR \$ 16,614.00	319.5	HR \$ 16,614.00								
4	Crushed Surfacing Top Course - CSTC	1,500	TON	\$ 25.00	\$ 37,500.00		TON \$ -	2896.96	TON \$ 72,424.00	2896.96	TON \$ 72,424.00	2896.96	TON \$ 72,424.00								
5	HMA for Pavement Repair Cl. 1/2" PG 64-22	425	TON	\$ 106.00	\$ 45,050.00		TON \$ -	517.17	TON \$ 54,820.02	517.17	TON \$ 54,820.02	517.17	TON \$ 54,820.02								
6	Cement Concrete Pavement	50	SY	\$ 160.00	\$ 8,000.00		SY \$ -		SY \$ -	0	SY \$ -	0	SY \$ -								
7	48-inch Sewer Manholes	11	EA	\$ 2,700.00	\$ 29,700.00		EA \$ -	11	EA \$ 29,700.00	11	EA \$ 29,700.00	11	EA \$ 29,700.00								
8	Foundation Material	25	CY	\$ 59.00	\$ 1,475.00		CY \$ -	16.4	CY \$ 967.60	16.4	CY \$ 967.60	16.4	CY \$ 967.60								
9	Shoring	1	LS	\$ 7,900.00	\$ 7,900.00		LS \$ -	1	LS \$ 7,900.00	1	LS \$ 7,900.00	1	LS \$ 7,900.00								
10	Connect to Existing Sewer Main	7	EA	\$ 1,400.00	\$ 9,800.00		EA \$ -	7	EA \$ 9,800.00	7	EA \$ 9,800.00	7	EA \$ 9,800.00								
11	Construction Surveying	1	LS	\$ 7,000.00	\$ 7,000.00		LS \$ -	1	LS \$ 7,000.00	1	LS \$ 7,000.00	1	LS \$ 7,000.00								
12	Abandonment of Existing Sewer Facilities	1	LS	\$ 11,300.00	\$ 11,300.00		LS \$ -	1	LS \$ 11,300.00	1	LS \$ 11,300.00	1	LS \$ 11,300.00								
13	Surface Restoration and Cleanup	1	LS	\$ 2,800.00	\$ 2,800.00		LS \$ -	1	LS \$ 2,800.00	1	LS \$ 2,800.00	1	LS \$ 2,800.00								
14	PVC Sanitary Sewer Pipe 6-inch	1,600	LF	\$ 38.00	\$ 60,800.00		LF \$ -	1279	LF \$ 48,602.00	1279	LF \$ 48,602.00	1279	LF \$ 48,602.00								
15	PVC Sanitary Sewer Pipe 8-inch	633	LF	\$ 57.00	\$ 36,081.00		LF \$ -	623	LF \$ 35,511.00	623	LF \$ 35,511.00	623	LF \$ 35,511.00								
16	PVC Sanitary Sewer Pipe 12-inch	1,150	LF	\$ 70.00	\$ 80,500.00		LF \$ -	1137	LF \$ 79,590.00	1137	LF \$ 79,590.00	1137	LF \$ 79,590.00								
17	Locate Side Sewers	54	EA	\$ 280.00	\$ 15,120.00		EA \$ -	53	EA \$ 14,840.00	53	EA \$ 14,840.00	53	EA \$ 14,840.00								
18	Concrete Curb	100	LF	\$ 44.00	\$ 4,400.00		LF \$ -	46	LF \$ 2,024.00	46	LF \$ 2,024.00	46	LF \$ 2,024.00								
19	Concrete Sidewalk	250	SY	\$ 74.00	\$ 18,500.00		SY \$ -	14.3	SY \$ 1,058.20	14.3	SY \$ 1,058.20	14.3	SY \$ 1,058.20								
CO #1	Sand Backfill	2,500	TON	\$ 24.00	\$ 60,000.00		\$ -	1315.22	\$ 31,565.28	1315.22	\$ 31,565.28	1315.22	\$ 31,565.28								
				Sub Total	\$ 505,226.00		\$ 0.00		\$ 469,816.10		\$ 469,816.10		\$ 469,816.10								
				Sales Tax	\$ 40,418.08																
				Contract Amount	\$ 545,644.08																
<b>CHANGE ORDERS</b>																					
	CO #1 - Add sand backfill Bid Item 20																				
	CO #1 - Reduce CSTC by 2500 tons																				
	CO#2 - Additional saw cutting, excavation, removal of encased pipe at MH-11, Rock hammering & excavation for sewer later, sleeve, location	1	LS	\$ 13,134.00	\$ 13,134.00		LS \$ 0.00	1	LS \$ 13,134.00	1	LS \$ 13,134.00	1	LS \$ 13,134.00								
	CO#3 - Adjustment of Cement Concrete Bid Item 18, 19 cost	1	LS	\$ 2,311.65	\$ 2,311.65		LS \$ 0.00	1	LS \$ 2,311.65	1	LS \$ 2,311.65	1	LS \$ 2,311.65								
	CO#4 - Quantity Reconciliation	1	LS	\$ (35,409.90)	\$ (35,409.90)																
				Subtotal	\$ (19,964.25)																
				Sales Tax 8%	\$ (1,597.14)																
				Total Change Orders	\$ (21,561.39)																
				Sub Total	\$ 485,261.75				\$ 485,261.75		\$ 485,261.75		\$ 485,261.75								
				Sales Tax	\$ 38,820.94				\$ -		\$ -		\$ -								
				New Contract Amount	\$ 524,082.69				\$ 38,820.94		\$ 38,820.94		\$ 38,820.94								
								Sub Total	\$ 0.00		\$ 485,261.75		\$ 485,261.75								
								(BOND) Retainage	\$ -		\$ -		\$ -								
								Sales Tax	\$ -		\$ 38,820.94		\$ 38,820.94								
								Due to Contractor	\$ -		\$ 524,082.69		\$ 524,082.69								

# **AGENDA SUMMARY SHEET**

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

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**SUBJECT TITLE:** Façade Improvement  
Program Discussion

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

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

**For Agenda of:** March 18, 2014 \_\_\_\_\_

**PRESENTED BY:**

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

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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### **Agenda Item Attachments:**

Presentation Slides

### **SUMMARY STATEMENT:**

Steve Taylor will give a presentation outlining the details of the City's Façade Improvement Program including the history, code requirements, and its relationship with the West Main project.

### **RECOMMENDED ACTION:**

# Façade Improvement Resources & West Main Street Revitalization



Council Presentation  
Steve Taylor  
March 18, 2014



# Kelso Façade Improvement History

- Façade Improvement & Mural Fund established by ordinance in 1989
- Funded by proceeds from repaid CDBG loans used for low-income housing repairs
- Program is specific to “downtown redevelopment project”
- \$13,000 was authorized originally, with future monies to be appropriated by Council action
- Program policies were to be produced by staff in conjunction with “downtown redevelopment comm.”



# KMC 3.60.280—.300

## **3.60.280 Facade improvement and mural implementation fund— Established.**

There is established a fund to be known as the “facade improvement and mural implementation fund” within the budget of the city.

## **3.60.290 Facade improvement and mural implementation fund— Transfer of funds.**

The finance director is directed and authorized to transfer to such fund established in Section [3.60.280](#) all sums from repaid loan funds loaned in conjunction with the Community Development Block Grant Program, such amount being approximately thirteen thousand dollars. By motion of the city council, further funds shall be authorized for transfer to such fund.

## **3.60.300 Facade improvement and mural implementation fund— Use of funds.**

City staff, in conjunction with the downtown redevelopment committee, is directed to establish policies and criteria for the disbursement of these funds in conjunction with the development of facade improvements and murals within the designated area of the downtown redevelopment project.



# Program Purpose

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- Long history of downtown revitalization planning
- Downtown design standards were established in 2002 and are currently codified under the “Downtown Design Overlay” zone in KMC 17.30.030
- Façade and mural programs incentivize property owners to improve building appearance and meet historical design standards





# Completed Projects

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- 2006 -- Terry Nation's Antique Shop
  - \$4,000 50% matching grant for improvements
- 2007 – Mike Julian's Kelso Theatre Pub
  - \$4,000 50% matching grant
  - \$30,000 loan (HUD 1 account) recorded as a lien on the property in second position



# Program Terms

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- 2008 – Council adopted new Façade Improvement Loan Program (Res. 08-980)
- Program funded by HUD 1 repaid loan proceeds
- Eligible properties must be located within the Downtown Design Overlay zone

# Program Terms



- Eligible improvements:
  - Painting facades
  - Construction/installation of awnings, marquees, doors, windows, signage, display window lighting, tiles, pavement between door and sidewalk, landscaping, etc.
  - Must be compatible with adopted **design review standards**
- Maintenance improvements & structural upgrade work is not eligible
- City must approve each loan and sign off on proposed improvements
- City approves winning bid from contractors



# Loan Terms

- Max. loan is the lesser of:
  - 80% of eligible project costs incurred
  - Max. allowable loan per storefront based on building front footage
- Range: <25 feet - \$15,000 max loan  
>65 feet - \$30,000 max loan
- 6% deferred interest rate (waived if all terms and conditions of loan are met)



# Loan Terms

- 5-year initial loan term
- Payment of principal and interest deferred during initial term as long as conditions are met
- Extension of loan term – amortization schedule established and P&I paid monthly
- Lien on property – loan repaid upon sale of building
- Lien is senior to any other except primary mortgage lender



# Results

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- No current loans outstanding since new program went into effect
- Need to better market the program to downtown property owners
- Achieve critical mass of participants to make a positive visual impact in the downtown



# West Main

- City approached by W. Main business owners
- Requested funding to establish “frontage” along Catlin Street to follow the realignment
- No “West Main design overlay”
- Lack of historic buildings
- Difficulty in tying goals of downtown façade improvement program to W. Main District



# Path Forward

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- Conduct subarea planning process for W. Main & W. Kelso
- Determine appropriate investments in public spaces and streetscape improvements
- Establish design guidelines for W. Main commercial/mixed-use district
- Secure grant funding and match with CDBG-restricted monies for public improvements and façade upgrades





# Timeline

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- Comprehensive Plan – 2014
- Streetscape improvements – 2015
- Subarea planning process – 2015
- Implement design standards & zoning – 2015 & 2016



Questions?

RESOLUTION NO. 08-980

A RESOLUTION ADOPTING A FAÇADE IMPROVEMENT  
LOAN PROGRAM FOR QUALIFYING PROPERTIES WITHIN  
A DESIGNATED AREA OF DOWNTOWN.

WHEREAS, numerous properties within the downtown area are in need of repair; and

WHEREAS, the necessary repairs to building facades is often beyond the financial  
capacity of property owners to accomplish the needed improvements; and

WHEREAS, improvement of the appearance of properties within the downtown area is a  
recognized step in the downtown revitalization process; and

WHEREAS, there are funds available within the HUD1 program to provide for said  
loans.

NOW, THEREFORE, BE IT RESOLVED that the City of Kelso hereby adopts the  
proposed Downtown Façade Improvement Loan Program as submitted in Attachment A.

Adopted by the City Council and signed by the Mayor this 19<sup>TH</sup> day of August, 2008.

  
\_\_\_\_\_  
MAYOR

ATTEST:

Deputy   
CITY CLERK

APPROVED AS TO FORM:

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

**CITY OF KELSO**  
**FAÇADE IMPROVEMENT LOAN PROGRAM**  
**QUALIFICATIONS, CONDITIONS & TERMS**

As part of the overall downtown redevelopment strategy, the City of Kelso, through its Façade Improvement Loan Program, will provide loans to eligible property owners to enhance commercial buildings and storefronts within the program's designated area.

The City Council will have final approval authority for all Façade Improvement Program applications. The Community Development Department administers the program for consistency with eligibility and design requirements. The program operates on a reimbursement basis, in accordance with the terms of the program as administered by the City Financial Officer. The applicant is responsible for all payments to contractors. City staff will verify actual costs incurred by the borrower prior to reimbursement.

The contract agreement identifies the conditions, covenants and responsibilities for the loan, and is entered into by all applicants and the City. The general program, qualifications, guidelines and loan terms and conditions are described below.

**I. ELIGIBILITY**

**A. Applicants**

1. Applicants shall provide credible verification that they are the lawful owner(s) of the program-eligible building.
2. All legal property owners shall sign the program application, and in the case of a corporation or partnership, a corporate resolution or a power of attorney must be submitted with the application.
3. Façade Improvement loans are subject to funding availability.
4. The City Council will evaluate and approve all façade improvement loans at its sole discretion.
5. Community Development staff will evaluate and make recommendations on all applications.
6. At the city's request, the applicant shall give permission to access credit history.

**B. Building**

1. Eligible building must be a commercial use and located in the downtown core Town Center Commercial (CTC) zone. (See attachment A)
2. New buildings (constructed within the last three years) are not eligible for participation.
3. Properties affected by unresolved code enforcement issues or actions will not be eligible for participation.
4. Properties that are structurally deficient or otherwise uninhabitable are not eligible for participation.

**C. Qualifying Area**

The area within which buildings are eligible for the Façade Improvement Loan Program is described below. The described area is intended to include buildings on both sides of the streets as indicated in Attachment A.

1. The Western boundary is South 1<sup>st</sup> Avenue.
2. The northern boundary is Cowlitz Way.
3. The Southern boundary is Maple Street.

4. The Eastern boundary runs along South 4<sup>th</sup> Avenue from Crawford Street to Ash Street, then extends over to South 3<sup>rd</sup> Avenue and continues south to Maple Street at the southern boundary and back to South 1<sup>st</sup> Avenue.

A map of the eligible area is included as Attachment A.

## **II. IMPROVEMENTS**

- A. **Eligible Improvements** – Funds are intended for exterior facade improvements only and may include:
  1. Painting of the front building facade (Including decorative architectural elements) is allowed. Rear entrances and the sides of buildings are allowed only if they are visible from the street.
  2. Construction, installation and/or renovation of awnings, marques, doors, windows, signage, display window lighting, tiles, pavement between door and sidewalk, landscaping and other façade improvements as approved by the Community Development Department.
  3. All improvements must be compatible with adopted design review standards.
- B. **Additional Requirements**
  1. The city reserves the right to require certain minimum improvements as part of the program in order to meet the objectives of the city.
  2. An example would be that façade repainting may be required as a minimum improvement.
- C. Maintenance improvements such as roofing and general structural upgrade work are not eligible.
- D. The Community Development Department and other appropriate city departments must approve all improvements.
- E. Applicants shall not begin any work on improvements to property listed as work covered under the requested loan until such time that the loan agreement is approved and signed by the city.
  1. Construction, renovation or painting costs incurred prior to the execution of the loan will not be eligible for reimbursement.
  2. Design, drawing and fee costs will be eligible for reimbursement solely under conditions discussed below.
- F. **Projects must be consistent with the City’s Downtown Redevelopment Strategy.**

## **III. ELIGIBLE COSTS** (those costs eligible for reimbursement through the façade improvement program):

- A. **Permits and Fees**
  1. All permits and associated fees lawfully required to construct the façade improvements shall be paid for by the applicant and are considered eligible costs.
    - a. Copies of all required permits intended for reimbursement are to be provided to the Community Development Department staff prior to commencement of construction.
    - b. Reimbursement of permit fee expenses shall occur at the time of disbursement following the first inspection of work, release of lien and review of submitted receipts.

**B. Construction Drawings**

1. The preparation of detailed drawings shall be paid for by the applicant and are considered eligible costs. (See Section V “Design and Preliminary Cost Estimate”)

**C. Conceptual Design Costs**

1. Conceptual design and cost estimates shall be paid by the applicant and are considered eligible costs. (See Section V “Design and Preliminary Cost Estimate”)

**D. Other Fees**

1. Credit reports, closing, recordation and other related expenses shall be paid by the applicant and are considered eligible costs.

**IV. LOAN TERMS**

**A. Principal**

1. Subject to the availability of funding, the maximum loan principal is the lesser of:
  - a. 80% of the eligible project costs actually incurred; or
  - b. The maximum allowable loan per storefront according to amount of building front footage.

<b>BLDG Front Footage*</b>	<b>Maximum City Participation</b>	<b>Maximum Loan</b>
< 25 Linear feet	80%	\$15,000
26 to 35 Linear feet	80%	\$18,000
36 to 45 Linear feet	80%	\$21,000
46 to 55 Linear feet	80%	\$24,000
56 to 65 Linear feet	80%	\$27,000
> 65 Linear feet	80%	\$30,000

\* Building front footage will include the exposed part of buildings on corners or public access alleyways if a customer entrance to the business is on that alleyway. If the side of a building is clearly visible from the street, then one-half (½) of the linear footage of the side is eligible as building front footage.

2. Borrower must liquidate any existing façade program loan before being eligible for an additional façade improvement loan.
3. Maximum cumulative loan amount is not to exceed \$90,000 in any five consecutive year period.

**B. Interest**

1. Loans shall carry a deferred interest rate of 6%.
2. Accrued interest shall be waived at maturity if all other terms and conditions of the loan are met.

**C. Term**

1. The initial term of the loan shall be five (5) years.
2. If the loan is not paid in full prior to the end of the initial loan term, new terms shall be established, with interest, for an amortization period as determined by the city.

**D. Payments**

1. Payments of principal and interest are deferred for the initial term of the loan, except as noted in Section IV E below.
2. If new loan terms are established as provided in IV C above, payments of principal and interest shall be made monthly.

**E. Conditions:**

1. There will be no pre-payment penalty or fees.
2. Loans will be due and payable in full upon sale or transfer of the property or upon other acceleration conditions of the loan as provided below.
  - a. Assumptions by new owners shall be approved at the sole discretion of the City.
  - b. Annually, on or near the anniversary date of the loan, upon sale of the property, or at the owner's request for re-conveyance, the Community Development Department will inspect the property and determine, at its sole discretion, if it has been maintained in good condition (see Section VII "MAINTENANCE OBLIGATION").
  - c. If the property is maintained in good condition for the term of the loan (see Section VII "MAINTENANCE OBLIGATION"), one hundred percent (100%) of the interest shall be forgiven at maturity.
  - d. At any point upon the City's determination that the property has not been maintained in good condition, the City will notify the owner, in writing, of any deficiencies.
    - i. If the owner fails to cure the deficiencies within 30 days, then the full principal and accrued interest shall be amortized over the balance of the initial loan term and collected on a monthly basis.
    - ii. In addition, if an owner has not met the concerns of the City within 60 days of the written notice, then the full principal and accrued interest shall become immediately due and payable.

**F. Security:**

1. A lien on property shall be recorded to secure the loan.
2. The lien shall be senior to any previously recorded lien with the exception of a primary mortgage lender.

**G. Disbursement of loan funds:**

1. The following requirements shall be met prior to the disbursement of funds:
  - a. An inspection and approval of completed improvements will be conducted.
  - b. A receipt of copies of acceptable (at the City's sole discretion) lien releases from applicable parties will be submitted.
    - i. If lien releases are not provided, (prior to fund draw), checks will be issued to applicable contractors.
  - c. Receipt and review of all invoices for improvements.

**V. DESIGN AND PRELIMINARY COST ESTIMATE**

**A. Conceptual Design:**

1. Conceptual design and preliminary cost estimate are reimbursable program cost.
2. Applicant's conceptual design and cost estimate must be approved by the City prior to loan commitment.

**B. Drawings/Permits:**

1. All working drawings and corresponding City permits will be the applicant's sole responsibility.
  - a. Detail drawings and application for permits must be completed within 90 days of approval of the applicant's conceptual design.
  - b. Failure to meet this deadline will result in the cancellation of all the City's obligations regarding the reimbursement of any eligible past or future costs in connection with the design or construction of the improvements.
2. The preparation of detailed drawings is an eligible cost under this program.

**VI. BIDDING/CONSTRUCTION**

**A. Bid Requirements**

1. At least three competitive bids must be obtained.
  - a. In order for any bid to be acceptable, it must be received from a contractor licensed to do business in the State of Washington.
  - b. Applicant is responsible for selecting a contractor, and executing the corresponding construction agreement.
  - c. Any contractor not licensed in the City of Kelso at the time of bid, must obtain a City of Kelso business license prior to performing work.
2. The City of Kelso Community Development Department must approve the winning bid and the contractor prior to the execution of the construction agreement.

**B.** Permits for building improvements must be obtained.

**C.** All City fees must be paid by the applicant.

- 1 Fees are eligible costs under this program.

**D.** All improvements must be completed within nine months of permit issuance or execution of loan agreement unless a written extension is granted by the City.

1. Failure to meet this deadline will result in the cancellation of all City of Kelso obligations regarding the reimbursement of any eligible past or future costs in connection with the design or construction of the improvements.

**VII. MAINTENANCE OBLIGATION**

**A.** Applicant shall maintain the improvements and façade of the property in good condition and in accordance with local and State building codes.

**B.** As an incentive to encourage proper maintenance, 100% of accrued and deferred interest shall be forgiven at maturity if improvements are maintained in good condition.

1. If an owner fails to maintain the improvements, all principal and accrued interest shall be collected as indicated in Section IV "LOAN TERMS".

**C.** Conditions that constitute a failure to maintain the property in good condition include, but are not limited to, peeling paint, chipped surfaces, broken windows, covered transoms or window spaces, boarded windows, excessive bird droppings or debris, graffiti and illegal or non-conforming signage, lack of landscaping maintenance, and obstructed windows.



**KELSO FAÇADE IMPROVEMENT LOAN PROGRAM**

**Applications Date:** \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

**Applicant's Address:** \_\_\_\_\_

**Applicant's Phone #:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Building Age:** \_\_\_\_\_

**Square Footage:** \_\_\_\_\_ **Front Footage:** \_\_\_\_\_

**Building Use:** \_\_\_\_\_

**Property Owner:** \_\_\_\_\_  
(As determined by Cowlitz County Assessor's Office)

**Tenant Business #1** \_\_\_\_\_

**Tenant Business #2** \_\_\_\_\_

**Tenant Business #3** \_\_\_\_\_

**Tenant Business #4** \_\_\_\_\_

**Project Start Date:** \_\_\_\_\_

**Estimated Project Cost:** \_\_\_\_\_ **Grant Amount Requested:** \_\_\_\_\_

**Please attach the following with your application:**

1. A photograph of the existing building façade.
2. Architectural rendering showing the proposed façade changes.
3. Contractors' bids for the proposed work. (minimum of three bids are required)
4. Paint chips (if painting is included as part of the project.

**AGREEMENT**

The undersigned applicant affirms that:

1. The information submitted herein is true and accurate to the best of my (our) knowledge.
2. I (we) have read and understand the conditions of the Kelso Façade Improvement Assistance Program and agree to abide by its conditions.

**Property Owner (s) Signature:** \_\_\_\_\_

**Print Name(s)** \_\_\_\_\_

# FAÇADE IMPROVEMENT AGREEMENT

**Property Owner:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Amount:** \_\_\_\_\_

**ARTICLE 1. PURPOSE:** The owner(s) want to complete the rehabilitation of the façade(s) on the above-listed building.

**ARTICLE 2. WORK TO BE PERFORMED BY THE OWNER:** The owner(s) has provided the Façade Improvement Assistance Program with a work list (Attachment 1) for the planned building façade improvements. The amount to be provided by the City to reimburse the owner for the purchase and/or rental of material, supplies and equipment, and hiring of contractors utilized in the satisfactory performance of the work shall not exceed 50% of the total project cost or \$ \_\_\_\_\_, whichever is less. All work will be completed no later than \_\_\_\_\_.

**ARTICLE 3. STANDARDS AND METHODS OF WORK:** All work performed by owner or trade contractors must include all work in the approved work list (Attachment 1) and be in conformance with applicable building codes. Permits must be obtained from the appropriate building authority for each type of work which requires a permit under the applicable code. The owner shall be responsible for all construction means, methods, techniques, sequences and procedures and for meeting all requirements of codes and rules, regulations and orders of any governmental authority bearing on the performance of the work.

**ARTICLE 4. PROTECTION AND MAINTENANCE OF WORK AND PROPERTY:** The owner at all times shall keep the site free from accumulation of waste materials or rubbish. The owner shall be responsible for maintaining all safety precautions and programs in connection with the work. The owner shall take all reasonable precautions to prevent damage, injury or loss to: (1) all persons on the work site and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other applicable laws, ordinances, rules, regulations, and orders of any governmental authority providing for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the owner shall be remedied by the owner at his/her own expense.

**ARTICLE 5. INSPECTIONS BY THE PROGRAM:** The Façade Improvement Assistance Program shall make periodic inspections of the work site during construction to familiarize itself with the progress and quality of the work. The owner expressly understands and agrees, however, that the public program is not responsible for failure to accomplish work in accordance with the terms of this document.

**ARTICLE 6. INDEMNIFICATION:** The owner agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, employees and agents from and against any loss, expense, attorney's fees, other costs, liability or claims of any kind or character arising wholly or partially out of any act or omission on the part of the owner, his/her subcontractors or employees in the performance of this contract.

**ARTICLE 7. REIMBURSEMENT AND PAYMENTS:** After verification that the owner has satisfactorily completed the approved work list, and the owner has provided verification of expenditures (supplier's invoices, statements or receipts, and time records crediting the owner for time spent on actual construction work at the rate of \$8 per hour for the owner's time, \$4 per hour per hour for family

members and actual payroll cost for employee time), the Façade Improvement Assistance Program will reimburse 50% of the project costs up to the maximum matching grant.

Reimbursement to the owner may be withheld by the Façade Improvement Assistance Program on the basis of:

- (1) Unsatisfactory performance of the work;
- (2) Failure to provide the documents required in this agreement; and/or
- (3) Non-compliance with any requirements contained in the agreement.

**ARTICLE 8. CANCELLATION OF THIS AGREEMENT AND THE REHABILITATION WORK:**  
If the owner does not commence work within sixty (60) days from the date of execution of this agreement, the Façade Improvement Assistance Program agreement and financial assistance may be cancelled by the City.

**ARTICLE 9. RECORDS:** The owner agrees to provide the Program with access to all records, books, documents and papers which are pertinent to the performance of the work and compliance with the terms of this document.

**ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND LOCAL BUSINESS UTILIZATION:**  
The owner shall not discriminate against any contractor because of race, color, religion, sex, or national origin. The owner will take affirmative action to ensure that contractors are employed without regard to race, color, religion, sex, or national origin. The owner shall, in all solicitations or advertisements for contractors placed by or on behalf of the owner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The owner shall comply with all provisions of this Article which shall include furnishing required information and reports, and permitting access to his or her books, records, and accounts for the purpose of investigation to ascertain compliance with such rules, regulations and orders.

**ACCEPTANCE OF THESE TERMS BY OWNER:**

\_\_\_\_\_  
Owner

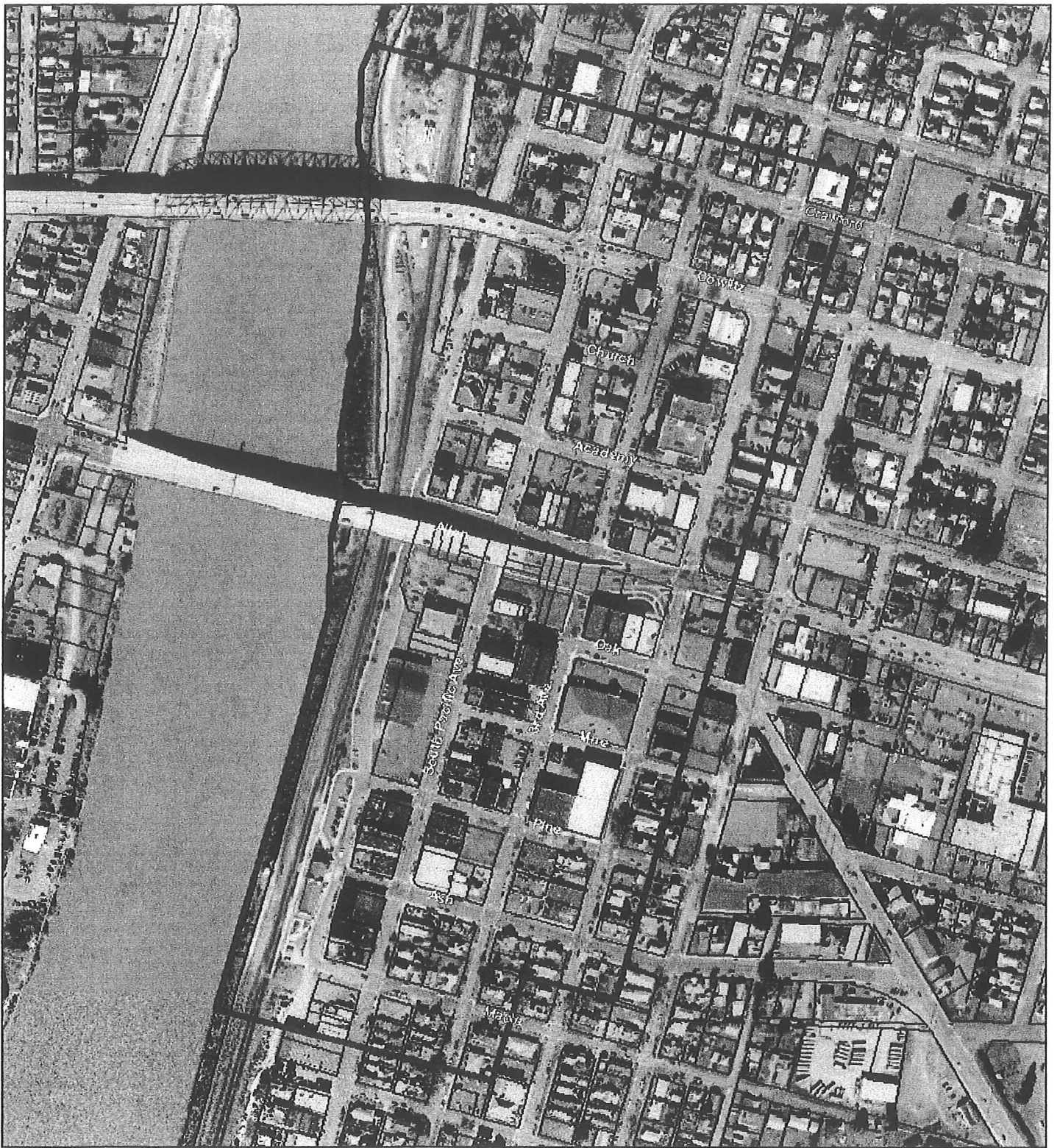
\_\_\_\_\_  
Owner

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

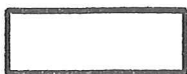
Reviewed and Approved by  
The Kelso Community Development Department:

\_\_\_\_\_  
Michael P. Kerins, AICP  
Director

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



Facade Improvement Area



Facade Improvement Area Boundary



ATTACHMENT "A"

## AGENDA SUMMARY SHEET

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AGENDA ITEM: Authorizing the  
transfer of a Deed of Trust and  
Note from old property to new property.  
In addition, authorizing the subordination  
of the \$65,000 note to Washington  
Community Reinvestment Association.

SUBMITTED BY: Brian Butterfield

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AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF: 3/18/2014  
ORIGINATING DEPT: Finance  
DATE SUBMITTED: 3/13/2014  
COST OF ITEM: \_\_\_\_\_  
AMT. BUDGETED \_\_\_\_\_  
CITY ATTY. APPROVAL \_\_\_\_\_  
CITY MGR. APPROVAL \_\_\_\_\_

### SUMMARY STATEMENT

In 1981, the City loaned \$65,000 of HUD 1 monies to the Emergency Support Shelter for improvements to the newly acquired building in West Kelso. One of the conditions of this loan was for these monies to be returned to the City of Kelso in the event this property was ever sold or the shelter disbanded as an organization and its assets sold.

In 2000, the Kelso City Council authorized the Shelter to sell the West Kelso property and use Kelso's share of the proceeds to apply to the purchase of the new facility on Cowlitz Way. At that time, the City received a new Deed of Trust and Note for \$65,000 on the new property. However, the City in 2001, entered into a subordination agreement with Cowlitz Bank and took a second position to them on the new property.

Currently the Shelter is looking to move to a bigger facility in Longview and is requesting the City's permission to sell the current facility and use the proceeds toward the purchase of the new facility. In addition, the Shelter is requesting that the City subordinate its position on its lien to the Washington Community Reinvestment Association.

### OPTIONS

- 1) Approve the Shelter's request to transfer our lien from the old building to the new building and subordinate our lien position to the new debt issuer.
- 2) Approve the Shelter's request to transfer our lien from the old building to the new building and not subordinate our lien position to the new debt issuer.
- 3) Require the Shelter to repay its loan to Kelso upon disposition of the old building.

### RECOMMENDED ACTION

Staff recommends option 1.

# **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 REPEALING ORDINANCE NO. 3765 AND AMENDING THE KELSO MUNICIPAL CODE TO REMOVE REFERENCE TO CERTAIN CODIFIED FEES AND REPLACE WITH REFERENCE TO CITY COUNCIL FEE RESOLUTION

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

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

**For Agenda of:** March 18, 2014 \_\_\_\_\_

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

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

**PRESENTED BY:**

Steve Taylor

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**Agenda Item Attachments:**

Proposed Ordinance

**SUMMARY STATEMENT:**

The proposed ordinance is a housekeeping item that will repeal Ordinance No. 3765 and amend the Kelso Municipal Code to allow specific codified fees relating to business licences, animal control, and engineering review and inspection services to be incorporated into the City's Master Fee Schedule and adopted by resolution.

Two additional code sections have been identified and added to Section 15 of this ordinance since the first reading; 6.04.252 specifying fees for registering dangerous, and potentially dangerous, dogs and section 6.04.255 which dictates the cost of replacing a dangerous dog identification collar.

**OPTIONS:**

1. Move to approve the Ordinance on second reading repealing Ordinance No. 3765 and amending the Kelso Municipal Code.
2. Do not approve the Ordinance on second reading.
3. Take no action and bring back for consideration at a future meeting.

**RECOMMENDED ACTION:**

Move to approve the ordinance on second reading repealing Ordinance 3765 and amending the Kelso Municipal Code.

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

**AN ORDINANCE OF THE CITY OF KELSO REPEALING  
ORDINANCE 3765 AND AMENDING THE KELSO MUNICIPAL CODE  
TO REMOVE REFERENCE TO CERTAIN CODIFIED FEES AND  
REPLACE WITH REFERENCE TO CITY COUNCIL FEE RESOLUTION**

WHEREAS, Title 5, Business Taxes, Licenses, and Regulations contains provisions for the licensing and regulation of several types of businesses and includes in many cases a fee for the processing of the application for such a license; and

WHEREAS, Title 3, Title 6, Title 8, Title 9, and Title 12 contain provisions imposing fees for various City services; and

WHEREAS, the City Council has created a master fee resolution with the intent to contain in one place all of the fees imposed by the City for the efficient operation of the City programs and for the convenience of citizens to be able to find in one place all applicable fees; and

WHEREAS, Ordinance 3765 provides for certain design review fees that the City wishes to incorporate into the City's Master Fee Resolution; and

WHEREAS, the City Council wishes to amend certain provisions of these Titles to make reference to the fees as provided by resolution in place of the codified fee amount;

NOW, THEREFORE,

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

**SECTION 1. AMEND KMC 3.18.** That Chapter 3.18 Motion Picture Tax, created by

Ordinance 3098 and more particularly, KMC 3.18.050 is hereby amended to provide as follows:

**3.18.050 Certificate of registration.**

Any person conducting or operating any activity for which an admission charge is made under this chapter, shall post in a conspicuous place in each ticket or box office where tickets of admission are sold, a certificate of registration to be obtained from the city clerk, ~~the fee for which shall be one dollar.~~ The certificate of registration shall be good for one calendar year

beginning on January 1st of each year and ending on the following December 31st. There shall be no proration of the certificate of registration charge. The certificate of registration shall be renewed no later than the fifteenth day of January in the year following the year of expiration

**SECTION 2. AMEND KMC 5.02.** That Chapter 5.02 Administrative Provisions for Business and Occupation Taxes, created or amended by Ordinance s 3558, 3657, and 3787 and more particularly, KMC 5.02.060, 5.02.070, and 5.02.130 are hereby amended to provide as follows:

**5.02.060 Fee.**

The fee for such registration certificate shall be ~~the sum of fifty dollars~~ for each calendar year or any part thereof in an amount set by resolution by the City Council, which fee shall be in addition to all other license fees or taxes as required by the provisions of this chapter. The fee shall be paid before any registration certificate is issued.

**5.02.070 Failure to obtain current business license—Penalty.**

Every person subject to the provisions of this section on January 1st, of any year, who fails to apply for and obtain a certificate of registration on or before the thirty-first day of January, as required by this section, and every person who shall fail to apply and obtain a certificate of registration within thirty days after the date he commences to be engaged in business within the city, shall, in addition to all other fees and sanctions provided for in this section, pay a penalty ~~of twenty-five dollars~~ in an amount set by resolution of the City Council before such certificate of registration shall issue.

[...]

**5.02.130 Payment methods—Mailing returns or remittances—Time extension—Deposits—Recording payments—Payment must accompany return—NSF checks.**

(F). Any payment made that is returned for lack of sufficient funds or for any other reason will not be considered received until payment by certified check, money order, or cash of the original amount due is received by the director along with, ~~plus~~ a “nonsufficient funds” (NSF) charge ~~of fifteen dollars~~ in an amount set by resolution of the City Council, which shall be added to the amount due, is received by the director. Any license issued upon payment with an NSF check will be considered void, and shall be returned to the director. No license shall be reissued until payment (including the ~~fifteen-dollar~~ NSF fee) is received.

**SECTION 3. AMEND KMC 5.06.** That Chapter 5.06 Public Markets, created or amended by Ordinance 3475 and more particularly, KMC 5.06.010, is hereby amended to provide as follows:



**5.06.010 Public markets—Master license.**

The operator or governing authority of a public market, as defined herein, shall obtain a master license from the city prior to opening said market. Application for said license shall be in writing on forms provided by the city. The city clerk shall impose a fee in an amount set by resolution of the City Council ~~of one hundred twenty dollars~~ for the issuance of said license.

**SECTION 4. AMEND KMC 5.08.** That Chapter 5.08 Amusement Devices created or amended by Ordinance 3019 and 3549, and more particularly, KMC 5.08.030, is hereby amended to provide as follows:

**5.08.030 License—Fee.**

The license fee shall be payable as follows: Between January 1st and June 30th or for any part thereof, the licensee shall an amount as set by resolution of the City Council ~~pay fifty-six dollars~~. Between July 1st and December 31st or any part thereof, the license fee shall be ~~thirty dollars~~ prorated in an amount set by resolution of the City Council. Any license issued pursuant to this chapter shall expire at the end of the calendar year, on December 31st. The license fee under this chapter shall be in addition to any other license fee or tax required by any ordinance of the city.

The city council reserves the right to revoke any license for any particular amusement device or any type of amusement device, or revoke the license of any person if it appears to the city council manner detrimental to the public welfare or any person is abusing the privilege granted by his license or is convicted of any violation of this chapter or other laws of the state or the city.

**SECTION 5. AMEND KMC 5.16.** That Chapter 5.16 Dances and Cabarets, created or amended by Ordinance 3009 and more particularly, KMC 5.16.020 and 5.16.040, is hereby amended to provide as follows:

**5.16.020 Public dance license—Required—Fee.**

A. It is unlawful to conduct a public dance within the city unless a public dance license is obtained. Any dance to which the public is invited or allowed to attend shall be deemed a public dance, irrespective of whether live or mechanical entertainment is used. Such license shall be required whether the sponsoring organization is for profit or charitable. “Public dances” are further defined to be dances to be held on a one-time or infrequent basis. In the event regular dances are to be held a cabaret license shall be obtained.

B. The license fee for a public dance shall be in an amount set by resolution of the City Council ~~twenty-five dollars~~ per day or night; provided, however, license fees for nonprofit or charitable organizations may be waived upon a finding of charitable or nonprofit status by the clerk-treasurer.

**5.16.040 Cabaret license—Fees.**

The following annual license fees shall be established by resolution of the City Council, ~~effective January 1, 1986, shall apply~~; provided however, such fees, at the applicant's option may be paid annually or on a quarterly basis.

A. Establishments where alcoholic beverages are served and live entertainment is provided; ~~four hundred dollars~~;

B. Establishments where alcoholic beverages are served and mechanical entertainment is provided; ~~three hundred dollars~~;

C. Establishments where no alcoholic beverages are served and live entertainment is provided; ~~two hundred fifty dollars~~;

D. Establishments where no alcoholic beverages are served and mechanical entertainment is provided; ~~two hundred dollars~~.

**SECTION 6. AMEND KMC 5.20.** That Chapter 5.20, Dance Halls, created or amended by Ordinances 3023, and more particularly, KMC 5.20.060, is hereby amended to provide as follows:

**5.20.060 License—Fee.**

The fee for a public dancehall license shall be ~~as set forth in the city's cabaret ordinance~~ in an amount as set by resolution of the City Council.

**SECTION 7. AMEND KMC 5.40.** That Chapter 5.40, Merchant Patrols, Private Detectives and Private Security Operators, created or amended by Ordinances 3008. 3563, and 3579, and more particularly, KMC 5.40.060, is hereby amended to provide as follows:

**5.40.060 Business license fees.**

Each such business described in Section 5.40.030 of this chapter shall remit to the city an annual license fee in an amount set by resolution of the City Council ~~of one hundred dollars~~ whether operated by a single individual or being an agency or business employing additional operatives. In the event the business is comprised of more than a single private security operator or private detective an additional annual fee in an amount set by resolution of the City Council shall be paid for each such individual. ~~with a maximum annual fee not to exceed two hundred dollars.~~

**SECTION 8. AMEND KMC 5.42.** That Chapter 5.42 Sexually Oriented Businesses, created or amended by Ordinance 3211, and more particularly, KMC 5.42.050 (D)(15), 5.42.080, 5.42.090 and 5.42.100, is hereby amended to provide as follows:

#### 5.42.050(D) Sexually oriented business permit required

...

(15) The applicant shall be required to pay a nonrefundable application fee ~~of one hundred dollars at~~ in an amount set by resolution of the City Council the time of filing an application under this section. Note: this is a processing fee. License fees shall also be required in the event the application is approved;

#### 5.42.080 Licenses required for sexually oriented businesses—Fees.

A. No sexually oriented business shall be operated or maintained in the city unless the owner or operator has obtained an SOB permit as set forth in this chapter and the applicable licenses from the city finance director. For adult cabarets the required license shall be the adult cabaret license with a fee in an amount set by resolution of the City Council~~set forth in subsection B of this section~~. It is unlawful for any entertainer, employee, or operator to knowingly work in or about or knowingly perform any service directly related to the operation of an unlicensed adult cabaret business.

B. The annual fee for an adult cabaret business license shall ~~be five hundred dollars. This amount shall~~ be used for the cost of administration of this chapter.

C. The annual license fee for all other sexually oriented businesses described in Section 5.42.040 above shall also be set by resolution of the City Council~~one hundred twenty five dollars~~. This amount shall be used for the cost of administration of this chapter.

D. The above-referenced licenses expire annually on December 31st and must be renewed by January 1st.

E. In cases where the license becomes effective on a date other than January 1st, the license fee shall be prorated on a quarterly basis. The cost thereof shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.

F. The applicant must be eighteen years of age or older.

#### 5.42.090 License for managers and entertainers of adult cabarets required—Fee.

A. No person shall work as a manager or entertainer at an adult cabaret without having first obtained an entertainer's or manager's license from the city finance director. Each such applicant shall not be required to obtain a sexually oriented business permit, but shall complete an application containing the information identified in Section 5.42.050(D) above and the same procedures shall be followed as set forth in Sections 5.42.060 and 5.42.070. A nonrefundable processing fee in an amount set by resolution of the City Council~~of twenty five dollars~~ shall accompany the application.

B. The annual fee for such a license shall be an amount set by resolution of the City Council~~one hundred dollars~~. This amount shall be used for the cost of administration of this chapter.

C. This license expires annually on December 31st and must be renewed by January 1st.

D. In cases where the license becomes effective on a date other than January 1st, the license fee shall be prorated on a quarterly basis. The cost thereof shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.

E. The applicant must be eighteen years of age or older.

**5.42.100 Licenses for models and escorts—Required.**

No person shall work as a model at a nude or semi-nude model studio or as an escort as defined herein without having first obtained a model or escort license from the city finance director.

A. Each such applicant shall not be required to obtain a sexually oriented business permit, but shall complete an application containing the information identified in Section 5.42.050(D) above and the same procedures shall be followed as set forth in Sections 5.42.060 and 5.42.070. A nonrefundable processing fee in an amount set by resolution of the City Council of twenty-five dollars shall accompany the application.

B. The annual fee for such a license shall be an amount set by resolution of the City Council ~~one hundred dollars~~. This amount shall be used for the cost of administration of this chapter.

C. This license expires annually on December 31st and must be renewed by January 1st.

D. In cases where the license becomes effective on a date other than January 1st, the license fee shall be prorated on a quarterly basis. The cost thereof shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.

E. The applicant must be eighteen years of age or older.

**SECTION 9. AMEND KMC 5.48.** That Chapter 5.48, Massage Parlors and Massage

Businesses, created or amended by Ordinance 3018, and more particularly, KMC 5.48.040 and 5.48.070, are hereby amended to provide as follows:

**5.48.040 Business license—Fee.**

The fee for a massage business license shall be an amount set by resolution of the City Council ~~is fixed at one hundred dollars per year~~, such license applying for the calendar year for which such application is made. If, pursuant to the provisions of this chapter, the applicant's request for such a license is denied, fifty percent of the fee tendered shall be refunded to the applicant, if the applicant requests such refund no later than ninety days following the license denial, otherwise such amount shall be forfeited to the city.

**5.48.070 Attendant license—Fee.**

The fee for a new massage parlor attendant license, or the renewal thereof is fixed at fifty dollars per calendar year ~~shall be an amount set by resolution of the City Council, provided, that where the application is proposing to renew an existing license, such renewal license fee shall be twenty-five dollars if such application is submitted to the clerk treasurer no later than December~~

~~15th of the year preceding the year in which the applicant intends to be licensed.~~ Each license shall expire on December 31st of the year in which it was issued.

**SECTION 10. AMEND KMC 5.52.** That Chapter 5.52, Secondhand Dealers, created or amended by Ordinance 3077 and 3166, and more particularly, KMC 5.52.060, is hereby amended to provide as follows:

**5.52.060 License—Fees—Surety bond requirements.**

**A. Pawnbrokers.**

1. The license fee for pawnbrokers ~~is fixed~~ shall be set by resolution of the City Council at the sum of one hundred twenty dollars per year.
2. In addition thereto, all persons engaged in the business of pawnbroking shall, as a condition precedent to conducting any such business, obtain a surety bond in a sum no less than five thousand dollars, approved as to form by the city attorney so as to insure the faithful performance of the provisions of this chapter.

**B. Secondhand Dealers.** ~~Effective January 1, 1986, t~~The license fee for secondhand dealers shall be set by resolution of the City Council ~~one hundred twenty dollars per year.~~

**C. Prorating of License Fees.** The licenses enumerated shall expire on December 31st of any calendar year, irrespective of when issued. In instances where the licenses described in subsections A and B of this section are issued on a date other than January 1st, the license fee shall be prorated on a quarterly basis. The cost thereof shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.

**SECTION 11. AMEND KMC 5.56.** That Chapter 5.56, Solicitors, created or amended by Ordinance 3269 and more particularly, KMC 5.56.040, is hereby amended to provide as follows:

**5.56.040 Application.**

Any person or firm desiring to secure a solicitor's license shall apply therefor to the city clerk on forms provided by the city, and such application shall state as to each solicitor: (1) name and address; (2) name and address of any employer; (3) the length of service with such employer, (4) the place of residence and nature of the employment during the last preceding year, (5) the nature and character of the goods, wares, merchandise or services to be offered; and (6) the personal description of each solicitor. The application shall be accompanied by such credentials and other evidence of good moral character and identity of each solicitor as may be reasonably required by the clerk. The application shall also be accompanied by a nonrefundable fee in an amount set by resolution of the City Council ~~of twenty-five dollars~~ for the purpose of defraying part of the cost

of the investigation and other processing of the application. Nonprofit organizations showing proof of status shall be exempt from paying the fee and from the investigation provided for below.

**SECTION 12. AMEND KMC 5.60.** That Chapter 5.60 Taxicabs, created or amended by Ordinance 3016, 3166, and 3696, and more particularly, KMC 5.60.030, 5.60.040, 5.60.070, and 5.60.090, are hereby amended to provide as follows:

**5.60.030 Vehicle—Licensing—Inspection and insurance.**

Every holder of a master taxicab license shall license each vehicle he operates pursuant to the following:

A. Each such vehicle shall be subject to an annual licensing fee in an amount set by resolution of the City Council.~~of ten dollars~~

B. Every holder of a master license shall before putting any vehicle into operation file with the clerk-treasurer a certificate of inspection showing that any such vehicle licensed pursuant to this chapter has been inspected by a reliable automotive concern approved by the chief of police and to be certified as safe for taxicab operation by the automotive concern. Each twelve months thereafter the vehicle must be reexamined by a reliable automotive concern and recertified as to safety of operation pursuant to the terms and conditions of this chapter. Every licensee shall, before commencing operation, file with the clerk-treasurer a liability and property damage insurance policy, issued by an insurance company authorized to do business in the state, providing for property damage insurance in a sum of not less than twenty-five thousand dollars and for personal liability insurance in a sum of not less than one hundred thousand dollars for the injury of one person and three hundred thousand dollars for the injuries resulting from any one accident.

C. In addition to the inspections provided in this chapter, all vehicles operating under the authority of this chapter shall be available for inspection at any time and at any place by the chief of police who shall order any taxicab to cease operation immediately if, in his determination, the vehicle is in an unsafe condition, and shall notify the operator or driver in writing thereof. It is unlawful for any operator or driver to drive or operate any taxicab without complying with the certification and insurance procedures set forth in this section, or which is in an unsafe condition or without proper equipment, as determined by the chief of police. It is further unlawful to fail to comply with any written notice by the chief of police to make certain corrections on any taxicab.

**5.60.040 Master taxicab license—Issuance conditions.**

Upon the effective date of the ordinance codified in this chapter, any person, firm, partnership or corporation which in all other respects complies with the provisions of this chapter to operate a taxicab business within the city limits may, after proper approval by the appropriate agencies of the city and after payment of a ~~one hundred twenty five dollars~~ master taxicab license fee in an amount set by resolution of the City Council (the master taxicab license fee to be renewed on an annual basis commencing January 1st of each calendar year), engage in operating a taxicab business within the city limits. ~~Thirty five dollars of~~ A portion of such fee shall be for the investigation of the applicant as an appropriate business operator. The license shall expire on

December 31st of any calendar year, irrespective of when issued. In instances where the license is issued on a date other than January 1st, the license shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.

...

**5.60.070 Driver's license—Initial fee—Application investigation.**

When an application for a for hire driver's license ~~has been~~, duly signed and sworn to and accompanied by the required ~~fifty dollars~~ initial license fee in an amount set by resolution of the City Council, and, ~~—~~has been received by the clerk-treasurer, ~~the~~ ~~—with—~~application shall be forwarded to the chief of police. ~~He~~ The Chief shall investigate the statements contained therein, and may obtain such other information concerning the applicant's character, integrity, personal habits, past conduct and general qualifications showing the applicant's ability and skill as a driver of a taxicab, and his honesty, integrity and character for the purpose of determining whether the applicant is a suitable person to drive a taxicab within the city. All applications for hire driver's licenses shall become null and void after sixty days from date of filing, if the applicant for any reason fails or neglects to obtain a license. ~~Twenty-five dollars~~ A portion of such fee shall be a license fee and the remaining amount an investigation fee.

[...]

**5.60.090 Licenses—Expiration and renewal.**

All licenses issued under this chapter shall expire on December 31st of each calendar year. Master licenses may be renewed by the license holder for the succeeding year by making application thereof with the clerk-treasurer at least thirty days prior to the expiration date and by paying a ~~one hundred twenty dollar~~ renewal fee at the time application for renewal is made in an amount set by resolution of the City Council. For-hire drivers' renewal licenses may be renewed by the license holder for the succeeding year by making application therefor with the clerk-treasurer at least thirty days prior to the expiration date and by paying a ~~thirty five dollar~~ renewal fee in an amount set by resolution of the City Council for each driver at the time application for renewal is made.

**SECTION 13. AMEND KMC 5.64.** That Chapter 5.64 Utility Contractors, created or amended by Ordinance 899 and more particularly, KMC 5.64.010, is hereby amended to provide as follows:

**5.64.010 License—Required—Fee.**

A. It is unlawful for any person, firm or corporation, except plumbers, to make an opening in any public street, alley or public area, for the purpose of constructing, connecting, removing or repairing water mains, sewers, gas mains or other utilities and their connection services, without having first taken out and procured a license so to do, to be known as a “utility contractor's license.” The fee for such utility contractor's license shall be an amount set by resolution of the City Council. ~~, and the same is fixed in the sum of twenty-five dollars.~~

B. Such license shall be issued for the calendar year.

**SECTION 14. AMEND KMC 5.72.** That Chapter 5.72 Sound Trucks, created or amended by Ordinance 3138 and more particularly, KMC 5.72.030 is hereby amended to provide as follows:

**5.72.030 License—Fee.**

The license fee for the operation of any sound truck on any of the streets or public ways of the city shall be in an amount set by resolution of the City Council ~~twenty-five dollars~~ for any calendar month or portion thereof.

**SECTION 15. AMEND KMC 6.04.** That Chapter 6.04 Animal Control, created or amended by Ordinances 3764, 3704, 3483, and 3310 and more particularly, KMC 6.04.020, 6.04.040, 6.04.120, 6.04.190, 6.04.252, 6.04.255 and 6.04.350 are hereby amended to provide as follows:

**6.04.020 Dog license—Required—Exemptions.**

It is unlawful for any person to keep or maintain any adult dog in the city without paying the license fee and obtaining and retaining the license required by this chapter; provided, that dogs while kept in kennels, pet shops, veterinarian clinics, grooming parlors, or in the animal shelter designated as the custodian of animals impounded under this chapter shall be exempt from this license requirement; provided, any person who newly acquires an unlicensed or licensed dog, whose dog becomes an adult dog, or who moves into the city with such a dog, shall have fourteen days within which to obtain the license required by this chapter. Such license shall be transferable ~~for a fee of two dollars and fifty cents~~ upon payment of a transfer fee in an amount set by resolution of the City Council in the event a licensed dog is transferred to a different owner or custodian.

**6.04.040 Dog license—Fees—Late penalties—Replacement.**

A. The dog license shall be an annual license which shall expire at midnight December 31st of the year in which issued. The basic fee for such yearly license shall be an amount set by resolution of the City Council ~~is twenty-seven dollars for dogs that have not been neutered or spayed and ten dollars for dogs that have been neutered or spayed~~; provided, that there shall be no license fee for service dogs.

B. In the case of a dog newly acquired, brought into the city, or becoming an adult, application shall be made within fourteen days of such event. Timely applications made subsequent to July 1st of any calendar year shall be subject to one-half of the yearly dog license fee. A penalty in an amount set by resolution of the City Council ~~fee of fifteen dollars~~ shall be imposed for late application for dog license issuance or renewal.



C. Provided, however, for the purposes of this chapter, a “late application” shall be construed to mean an application submitted on or after January 1st of any calendar year.

D. The fee for replacement of lost or stolen dog licenses and tags shall be an amount set by resolution of the City Council.~~two dollars and fifty cents per replacement.~~

#### **6.04.120 Guard dog license—Fees—Term.**

A. The license fee for a license to train, use or purvey guard dogs to the public shall be as set forth by resolution of the City Council. ~~follows:~~

~~1. Guard dog trainer: fifty dollars per year;~~

~~2. Guard dog user: fifty dollars for first year and twenty five dollars for second and subsequent years;~~

~~3. Guard dog purveyor: two hundred fifty dollars per year.~~

B. Such license shall be an annual license which shall expire at midnight December 31st of the year in which issued and shall be nontransferable. Application for license renewal shall be made prior to February 1st of each year; provided, that in the case of a guard dog trainer or guard dog purveyor newly commencing business in the city or of a guard dog newly acquired, trained, brought into the city or becoming an adult, application shall be made within thirty days of such event. Timely applications made subsequent to July 1st of any calendar year shall be subject to one-half of the applicable yearly license fee. A penalty of one-half of the yearly applicable license fee shall be imposed for late application for license issuance or renewal.

#### **6.04.190 Redemption.**

Any animal impounded pursuant to the provisions of this chapter or other city animal control ordinances may be redeemed upon payment by its owner of the redemption fees set out below and upon evidence satisfactory to the animal control contractor that the violation has been corrected. The correction of a violation includes, but is not limited to, the licensing of any unlicensed animal required by this chapter. Any license fees due and owing shall be paid in addition to the redemption fee. The redemption fee shall be in an amount set by resolution of the City Council and shall include escalated fees for the following:

A. Impoundment Costs.

1. First in a twelve-month period,~~fifteen dollars~~;

2. Second in a twelve-month period,~~twenty dollars~~;

3. Subsequent in a twelve-month period,~~thirty dollars~~.

B. Daily Care. For each twenty-four-hour period, or portion thereof, from the time of impoundment:

1. Dog or cat or single litter of puppies or kittens,~~ten dollars~~;

2. Any other animal,~~ten dollars~~.

C. Veterinary Costs. Actual costs incurred for necessary medical care and such other costs as may be set by resolution of the City Council.

D. Transportation. Transportation, if provided at owner or custodian request or for livestock impounded off the property, actual costs incurred and such other costs as may be set by resolution of the City Council; ~~ten dollars plus twenty cents per mile traveled to locate and transport the animal, or actual costs, whichever amount is greater.~~

E. Maximum Redemption Costs. The total redemption costs assessed against any individual shall not exceed fifty four dollars exclusive of subsections C and D of this section~~the maximum cost as set forth by resolution of the City Council.~~

**6.04.252 Dangerous or potentially dangerous dogs—Compliance with state law required—Registration—Fees.**

It is unlawful for any person to own or harbor a dangerous dog or potentially dangerous dog, except in conformance with Chapter 16.08 RCW, or as amended, and in conformance with this chapter.

A. It is unlawful for an owner to have a dangerous or potentially dangerous dog in the city without a certificate of registration issued under this section. The registration fee for dangerous dogs shall be in addition to the registration and tag fees required in Section [6.04.040](#). This section shall not apply to dogs used by law enforcement officials for police work.

B. The animal control authority shall issue a certificate of registration to the owner of a potentially dangerous dog upon payment of the annual registration fee, [which shall be an amount set by resolution of the City Council. of one hundred dollars if such registration occurs before July 1st, or fifty dollars if such registration occurs after July 1st.](#)

C. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents to the animal control authority sufficient evidence of:

1. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign that informs children of the presence of a dangerous dog. For purposes of this chapter, the term “proper enclosure” of a dangerous dog means, while on the owner’s property, a dangerous dog shall be securely confined indoors or in a securely closed and locked pen or structure suitable to prevent the dog from escaping, and shall also provide protection from the elements for the dog;

2. One of the following:

a. A surety bond issued by an insurer qualified under Chapter 48.28 RCW, in a form acceptable to the animal control authority, in the sum of at least two hundred fifty thousand dollars, payable to any person injured by the dangerous dog, or

b. A policy of liability insurance, such as homeowner’s insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least two hundred fifty thousand dollars, insuring the owner for any personal injuries inflicted by the dangerous dog;

3. Payment of the annual registration fee [in an amount set by resolution of the City Council of two hundred fifty dollars if such registration occurs before July 1st, or one hundred twenty-five dollars if such registration occurs after July 1st.](#) (Ord. 3704 § 1, 2009; Ord. 3310 § 1, 1996)

**6.04.255 Dangerous or potentially dangerous dogs—Identification.**

Any dog declared by the animal control authority to be a dangerous or potentially dangerous dog shall be identified in the following manner:

A. Microchip.

1. Any dangerous or potentially dangerous dog shall be required to be injected with a microchip for electronic identification as directed by the animal control authority.

2. Such microchip will be a type for use by the animal control authority. The owner shall provide the microchip number to the animal control authority.

3. Such microchip shall be applied to the dog at the expense of the owner or keeper of the dog.

B. Collar.

1. Any dangerous dog shall be required to wear a distinctive collar denoting classification of the dog as required by the animal control authority.
2. Lost collar replacement fee shall be in an amount set by resolution of the City Council.~~twenty dollars.~~ (Ord. 3764 § 1, 2012; Ord. 3704 § 1, 2009; Ord. 3310 § 1, 1996)

**6.04.350 Kennel or pet shop license—Fees.**

A. The application for a kennel or pet shop license and the transfer of a license to a new owner shall be accompanied by a fee ~~as follows~~in an amount set forth by resolution of the City Council.:

- ~~1. Kennel, one hundred dollars;~~
- ~~2. Pet shop, one hundred dollars;~~
- ~~3. Transfer of current license to new owner, fifteen dollars.~~

B. A penalty fee of fifty percent of the license fee shall be assessed if the license is not applied for within thirty days of commencement of operation or the license renewal date. Payment of this penalty shall not preclude the imposition of any additional penalties prescribed in this chapter. Payment of any outstanding penalties imposed under this chapter shall be a prerequisite to licensing.

**SECTION 16. AMEND KMC 8.20.** That Chapter 8.20 Health and Safety, created or amended by Ordinance 3040 and more particularly, KMC 8.20.040, is hereby amended to provide as follows:

**8.20.040 Permit—Fee.**

All applications for permits pursuant to this chapter shall be accompanied by a nonrefundable permit fee in an amount set by resolution of the City Council ~~of twenty five dollars~~ for each fireworks stand and ~~that a one hundred dollars~~ refundable deposit also in an amount set by resolution of the City Council shall be submitted at the time application is made to insure proper cleanup of the site following the close of business. The city council finds that this charge is necessary to cover the legitimate administrative costs for permit processing and inspection.

**SECTION 17. AMEND KMC 9.44.** That Chapter 9.44 Alarm Systems, created or amended by Ordinance 3327 and more particularly, KMC 9.44.050, is hereby amended to provide as follows:

**9.44.050 False alarms—Corrective measures required—Penalties—Discontinuance of response.**

A. In the event of the occurrence of a false alarm, the fire department or police department, whichever has responded thereto, shall, in writing, notify the owner or occupier of the premises to which such response was made within five days thereafter, advising such owner or occupier that response was made to a false alarm.

B. In the event of a second occurrence of a false alarm within any period of six calendar months following a previous false alarm, the police department, fire department, whichever has responded thereto, shall notify the owner or occupant of the premises from which such false alarm originated of the fact of such false alarm, and shall further notify the owner or occupant that the device which signals such alarm may be defective and must be inspected. A report of such inspection and any corrective action taken to avoid further false alarms shall be made by the owner or occupier to the police department or fire department, whichever has required the report of inspection, within ten days thereafter. Said report of inspection shall be delivered personally or mailed by certified mail to the police chief or fire chief, whichever is appropriate.

C. In the event of a third occurrence of a false alarm within any period of six months following two previous false alarms in the same six-month period, the owner or occupier of the premises shall be charged a false alarm response fee in an amount set by resolution of the City Council ~~of fifty dollars~~, and the written report as to the condition of the device signaling a false alarm shall be required as in subsection B of this section. In addition, the police department shall be authorized to inspect said device and prescribe corrective action to be taken to avoid further false alarms.

D. For the fourth and all subsequent false alarms within the same six month period, a fee in an amount set by resolution of the City Council ~~of one hundred dollars~~ each shall be charged and collected from the owner or occupier of the premises.

E. In the event that payment of any statements rendered to owners or occupiers for false alarms response fees shall not be paid within thirty days, the police department and fire department may decline further responses to alarms originating from such premises.

**SECTION 18. AMEND KMC 12.10.** That Chapter 12.10 Review, Administration, and Field Inspection of Construction Plans and Specifications for Public Improvements, created or amended by Ordinances 3676, 3349, and 3154 and more particularly, KMC 12.10.030, is hereby amended to provide as follows:

**12.10.030 Fees and charges.**

Fees shall be charged to the owner or developer of property for the plan and specification review, administration and field inspection of the public improvements by the engineering department of the city of Kelso. Such fees shall be in addition to any plat checking fees as may be otherwise required. All of said fees, except as hereinafter provided, may be paid in two installments. The first installment, which must be equal to one-half or more of the total fee, shall be paid prior to the issuance of a permit for construction, and the balance of such fees must be paid before the final acceptance of the completed work by the city engineer. Fees for sidewalks and driveways constructed separately, however, must be paid in full prior to the issuance of a permit for construction. The fees to be charged are as follows:

A. Street Construction. The fee for review and inspection in connection with street construction, including grading, ballasting, paving of street to the width and depth shown on plans,

construction of curbs or curb and gutters, sidewalks, driveways, drainage facilities, street lighting facilities and such other work as may be necessary to complete the work in accordance with the plans and specifications, shall be an amount set by resolution of the City Council. ~~based on a percentage of the construction cost as determined by the city engineer of the street project as follows:~~

- ~~1. Seven percent for projects costing up to twenty five thousand dollars; or six percent for projects costing in the range of twenty five thousand dollars to fifty thousand dollars; or five percent for all projects costing over fifty thousand dollars.~~
- ~~2. Plan check and inspection fees shall be based upon the final project cost as determined by the city engineer.~~

B. Water Main Construction. The fee for review and inspection in connection with water main construction, including trench excavation and backfill, installation of a water main the size shown on the plans, together with all necessary appurtenances, including valves, tees, fire hydrants, and service lines to the property line and such other work as may be necessary to complete the work in accordance with the plans and specifications, shall be an amount set by resolution of the City Council ~~based on the lineal feet of water main construction, not including service lines:~~

- ~~1. Seven percent for projects costing up to twenty five thousand dollars; or six percent for projects costing in the range of twenty five thousand dollars to fifty thousand dollars; or five percent for all projects costing over fifty thousand dollars.~~
- ~~2. Plan check and inspection fees shall be based upon the final project cost as determined by the city engineer.~~

C. Storm Sewer and Sanitary Sewer Construction. The fee for review and inspection in connection with sanitary sewer construction, including trench excavation and backfill, installation of a sanitary sewer of the size shown on the plans, together with all necessary appurtenances, including pumping stations, manholes, tees and side service to the property line and such other work as may be necessary to complete the work in accordance with the plans and specifications, shall be an amount set by resolution of the City Council ~~based on the lineal feet of sanitary sewer construction, not including side service:~~

- ~~1. Seven percent for projects costing up to twenty five thousand dollars; or six percent for projects costing in the range of twenty five thousand dollars to fifty thousand dollars; or five percent for all projects costing over fifty thousand dollars.~~
- ~~2. Plan check and inspection fees shall be based upon the final project cost as determined by the city engineer.~~

D. For all projects that are not otherwise set by resolution of the City Council or identified within the City's Master Fee Resolution, the fee for review and inspection shall be the actual hours required for the review multiplied by the hourly rate established within the Master Fee Resolution ~~determined by the city engineer to be over five hundred thousand dollars, the developer shall have the option to pay the percentages herein provided for or the city's actual cost of the services provided pursuant to this chapter.~~

**SECTION 19. REPEAL ORDINANCE 3765.** That Ordinance 12-3765—Engineering

Design Review Fees—is hereby repealed in its entirety.

**SECTION 20. 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 21. 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 of Kelso**  
**City of Kelso, Washington**

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**SUBJECT TITLE:**

Ordinance 2<sup>nd</sup> Reading. AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING VARIOUS SECTIONS OF THE KELSO MUNICIPAL CODE RELATING TO LAND USE AND ZONING TO REGULATE MARIJUANA LAND USES, ESTABLISHING A NEW CHAPTER 17.45 OF THE KELSO MUNICIPAL CODE TO ADOPT ZONING RESTRICTIONS ON THE PRODUCTION, PROCESSING, AND RETAILING OF RECREATIONAL MARIJUANA, DESCRIBING THE LAND USE IMPACTS TRIGGERING SUCH RESTRICTIONS, IDENTIFYING THE PERMITTED ZONES FOR SUCH USES, ESTABLISHING SEPARATION AND DISTANCE REQUIREMENTS FOR SUCH USES AND ENFORCEMENT PROCEDURES FOR VIOLATIONS, AND FURTHER REPEALING THE MORATORIUM IN EFFECT ON SUCH USES.

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

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

**For Agenda of:** March 18, 2014 \_\_\_\_\_

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

**City Manager:** Stephen Taylor \_\_\_\_\_

**PRESENTED BY:**

Janean Parker, City Attorney

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**AGENDA ITEM ATTACHMENTS:**

Proposed Ordinance and Attachments with Amendments

**SUMMARY STATEMENT:**

Initiative 502 was passed by Washington voters in 2012 to legalize the possession of small amounts of marijuana and create a state licensing program for the regulated production, processing, and retailing of marijuana. After consideration, the Planning Commission has recommended to allow production and processing of marijuana allowed under state license within the Light Industrial and General Industrial zones and to allow retailing within the area of the Sexually Oriented Businesses Overlay Zone, which is within the Industrial area. The Planning Commission does not recommend regulating medical marijuana collective gardens at this time.

The attached ordinance and its exhibits reflect the Planning Commission recommendation and the amendments discussed at the first reading: "Cultivation" is amended to "Cultivation, Marijuana"; the Sexually Oriented Business and Marijuana Retail Overlay was changed to the Adult Oriented Business Overlay; the clarifying footnote 20 has been amended; and an amendment to Chapter 5.42 was added to reflect the changed name of the overlay zone.

**FINANCIAL SUMMARY:**

None

**OPTIONS:**

1. Adopt the ordinance incorporating the recommendations of the Planning Commission.
2. Direct staff to make changes to the ordinance.
3. Do nothing.

**RECOMMENDED ACTION:**

Move to approve on second reading the ordinance incorporating the recommendations of the Planning Commission to regulate marijuana related land uses within the City.



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

**AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING VARIOUS SECTIONS OF THE KELSO MUNICIPAL CODE RELATING TO LAND USE AND ZONING TO REGULATE MARIJUANA LAND USES, ESTABLISHING A NEW CHAPTER 17.45 OF THE KELSO MUNICIPAL CODE TO ADOPT ZONING RESTRICTIONS ON THE PRODUCTION, PROCESSING, AND RETAILING OF RECREATIONAL MARIJUANA, DESCRIBING THE LAND USE IMPACTS TRIGGERING SUCH RESTRICTIONS, IDENTIFYING THE PERMITTED ZONES FOR SUCH USES, ESTABLISHING SEPARATION AND DISTANCE REQUIREMENTS FOR SUCH USES AND ENFORCEMENT PROCEDURES FOR VIOLATIONS, AND FURTHER REPEALING THE MORATORIUM IN EFFECT ON SUCH USES**

WHEREAS, since 1970, federal law has prohibited the manufacture and possession of marijuana as a Schedule I drug, based on the federal government’s categorization of marijuana as having a “high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment;”

WHEREAS, while the production, processing, and retailing of marijuana remains in violation of the federal law, the City Council wishes to acknowledge the will of the Washington voters and the authority exercised by the state of Washington and the State Liquor Control Board to license such facilities, leaving all issues relating to the legality, licensing, siting and permitting of such facilities to be determined by the federal and state governments in the exercise of their lawful authority, as finally determined by a court of appropriate jurisdiction,

WHEREAS, the City Council finds that potential secondary impacts from the establishment of facilities for the growth, production, and processing of marijuana are not appropriate for any zoning designation within the City, and

WHEREAS on November 6, 2012 the voters of the State of Washington approved Initiative 502 relating to the recreational use of marijuana, and providing a framework under which marijuana producers, processors and retailers can become licensed by the State of Washington; and

WHEREAS Initiative 502 directed the Washington State Liquor Control Board “WSLCB” to develop rules and regulations to 1) Determine the number of producers, processors and retailers of marijuana by county; 2) Develop licensing and other regulatory measures; 3) Issue licenses to producers, processors, and retailers at locations which comply with the Initiative’s distancing requirements prohibiting such uses within one thousand feet of schools and other designated

public facilities; and 4) Establish a process for the City to comment prior to the issuance of such licenses; and

WHEREAS, the WSLCB issued these final rules and regulations, which became effective on November 21, 2013; and

WHEREAS, RCW 69.51A.130 allows local jurisdictions to adopt zoning requirements, business license requirements, health and safety requirements, and impose business taxes on the production, processing or dispensing of marijuana or marijuana products; and

WHEREAS the City Council wishes to clarify that the manufacture, production, processing, retailing, possession, transportation, delivery, dispensing, application, or administration of marijuana must comply with all applicable City laws and that compliance with City laws does not constitute an exemption from compliance with applicable state and federal regulations; and

WHEREAS, the City Council adopted Ordinance 13-3803, imposing a moratorium on recreational marijuana land uses and medical marijuana collective gardens on July 16, 2013 and the moratorium was extended by Ordinance 13-3817.

WHEREAS, the Council has studied the land use and other secondary impacts of production, processing, and retailing of marijuana and has now drafted a zoning ordinance to address these impacts; and

WHEREAS the City Council finds that the health safety and welfare of the community is best served by excluding from certain zones any production, processing, selling, or delivery of marijuana; and

WHEREAS, Marijuana plants, whether grown indoors or outdoors, especially as they mature prior to harvest, may produce a distinctive odor that may be detectable far beyond property boundaries.

WHEREAS, where marijuana plants have been grown outdoors in other states, local authorities have received a significant number of formal complaints of odor that may be detectable far beyond property boundaries.

WHEREAS, the strong smell of marijuana may create an attractive nuisance and security risk, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery and armed robbery.

WHEREAS, the SEPA Responsible Official issued a threshold decision for this draft ordinance on January 15, 2014, which was not appealed; and

WHEREAS, on February 11, 2014, the Planning Commission held a public hearing on the draft zoning ordinance; and

WHEREAS, the Planning Commission recommended approval of the draft zoning ordinance to the Council; and

WHEREAS, on March 4, 2014, the Council considered the draft zoning ordinance during its regular meeting; and

WHEREAS, the Council has decided to adopt zoning regulations related to marijuana land uses and to formally repeal the interim zoning ordinance related to the production, processing and retail sales of recreational marijuana and medical marijuana collective gardens;

NOW, THEREFORE,

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

**SECTION 1. Repeal of Moratorium.** The moratorium imposed under Ordinance No.13-3803 and renewed under Ordinance No. 13-3817, is hereby repealed in its entirety.

**SECTION 2. Findings Adopted.** The City Council adopts all of the ‘whereas’ sections of this Ordinance as findings in support of this ordinance. ~~and further makes the following additional findings:~~

**SECTION 3. KMC Section 17.08 Amended.** Kelso Municipal Code Section 17.08 is hereby amended to include the definitions as set forth in Exhibit A, attached hereto and incorporated fully by this reference.

**SECTION 4. KMC Section 17.15.020 Amended.** Kelso Municipal Code Section 17.15.020 is hereby amended as set forth in Exhibit B, attached hereto and incorporated fully by this reference.

**SECTION 5. KMC Section 17.30.040 Amended.** Kelso Municipal Code Section 17.30.040 is hereby amended as set forth in Exhibit C, attached hereto and incorporated fully by this reference.

**SECTION 6. KMC Title 17 Amended to Add New Chapter.** A new Chapter to the Kelso Municipal Code, Chapter 17.45, Marijuana Related Land Uses, is hereby established as set forth in Exhibit D, attached hereto and fully incorporated by this reference.

**SECTION 7. KMC Section 5.42.030 Amended to Change Name of Overlay Zone.**  
Kelso Municipal Code Section 5.42.030 is hereby amended as follows:

**5.42.030 Sexually oriented businesses—Permitted when.**

For the reasons stated in Section 5.42.010, a person shall not use any property or premises for a sexually oriented business within the city except within the ~~sexually adult~~ oriented business overlay zone established by Chapter 17.50, and then only subject to all regulations and conditions enumerated in this chapter and Chapter 17.50.

**SECTION 87. 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 98. 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 109. 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:\_\_\_\_\_

## Chapter 17.08 DEFINITIONS

Sections:

[17.08.010](#) Purpose.

[17.08.020](#) Definitions.

### **17.08.010 Purpose.**

For the purpose of this title, certain words and terms used herein, or which may be used, are defined below. Words not defined shall be known by their common meaning unless the context clearly indicates otherwise. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 6, 2003; Ord. 3075 § 2.1, 1987)

### **17.08.020 Definitions.**

“Accessory building or structure” means a subordinate building or structure that is incidental to the principal structure on the same lot. Accessory dwelling units are not considered accessory buildings or structures.

“Accessory dwelling unit” means separate living quarters contained within or detached from a single-family dwelling on a single lot, containing eight hundred square feet of floor area or less, excluding any garage area or accessory buildings and sharing a single driveway with the primary dwelling; provided, no recreational vehicle shall be an accessory dwelling unit.

“Accessory use, building or structure” means a building, part of a building or structure, or a use which is subordinate to the operation or enjoyment of a lawful use and the use of which is incidental to that of the main building, structure or use on the same lot.

“Administrative official” means the duly appointed city of Kelso community development director or the director’s designee.

“Administrative uses” means those uses set forth and defined in the text and tables of this title and are generally thought to be compatible throughout the district. However, there may be some instances where such a use may be incompatible and site plan review by the administrative official and the opportunity for public comment is required in order to ensure compatibility with the intent and character of the district.

“Adult day care home” means a regular family abode of a person or persons providing personal care or special care for less than twenty-four hours to more than one but not more than six adults who are not related by blood or marriage to the person(s) providing the services.

“Adult family home” means a residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services and are licensed by the Washington State Department of Social and Health Services..

“Agriculture” means all forms of crop-related activities, such as growing crops and processing crops as part of a farm, and animal husbandry, using best management practices. Incidental vegetable gardening, landscaping and keeping common pets are not defined as agriculture.

“Alcoholism/substance abuse treatment facility” means a private place or establishment, other than a hospital, licensed by the state and operated primarily for the inpatient treatment of alcoholism and other substance abuse problems. May include outpatient treatment.

“Alley” means a public thoroughfare or way having a width of not more than twenty feet that affords only a secondary means of access to abutting property and is not intended for general traffic circulation.

“Alteration(s)” means any change, addition or modification in construction or occupancy of a building, or any change, addition or modification to a site.

“Antique shop” means an establishment engaged in the sale of collectibles, relics or objects of an earlier period than the present.

“Apartment” means a dwelling unit in an apartment house as defined in this chapter.

“Apartment house” means a building containing five or more family dwelling units each of which, though independent of each other, is provided with joint services such as central heat, common hallways, common entrance or entrances to the building, janitor services, refuse disposal and similar services.

“Assisted living” means any group residential program that provides personal care and support services to people who need help with daily living activities as a result of physical or cognitive disability. Assisted living communities usually offer help with bathing, dressing, meals and housekeeping. The amount of help provided depends on individual needs.

“Attached structure” means any structure that is attached to another structure by a common wall, by a roof, or by structural connections that allow pedestrian access to both structures. For example, decks or stairways are attached structures when they are connected to another structure. A garage may be attached to another structure by sharing a wall or by a breezeway. Structures connected by an “I” beam or similar connections are not considered attached.

“Auto repair services” means the servicing of automobiles not owned by the property owner, for a fee, including mechanical servicing and body work. Auto repair services must take place within a building.

“Auto wrecking yard” means an area where the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled or wrecked vehicles or their parts, exists. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“B”**

“Bed and breakfast” means a lodging where five or fewer guest rooms are provided to guests by a resident operator for a fee by pre-arrangement on a daily or short-term, temporary basis. A breakfast

and/or light snacks may be served to those renting rooms in the bed and breakfast. No cooking facilities are provided in the individual rooms.

“Boarding house” means a building with not more than five guest rooms where lodging and meals are provided for compensation for not more than ten persons, but shall not include rest homes or convalescent homes.

“Boundary line adjustment” is the adjusting of boundary lines, between platted or nonplatted lots or both, which does not create any additional lot, tract, parcel, site, or division, nor create any lot, tract, parcel, site, or division which contains insufficient area and dimensions to meet minimum requirements for width and area for a building site and may be accomplished in nonconforming situations when the degree of nonconformity is not increased. Boundary line adjustments may combine two or more platted or nonplatted lots, or both, into one lot.

“Brewery” or “winery” means an establishment primarily engaged in the production and distribution of beer, ale, or other malt beverages, or wine, and which may include accessory uses such as a tasting room and retail sales of promotional products. This classification allows a brewery/winery to sell beer/wine at retail and/or act as wholesaler for beer/wine of its own production for off-site consumption with appropriate state licenses. The tasting room and retail area can be no larger than 750 square feet combined. One-day promotional events may be held on site up to four times per year. The development may include other uses such as a standard restaurant, bar or live entertainment as otherwise permitted in the zoning district.

“Brewpub” means a restaurant, tavern, bar or nightclub that manufactures up to 1,500 barrels of fermented malt beverages per year on premises for either consumption on-premises or by hand-capped or sealed containers in quantities up to one-half barrel or 15.5 gallons sold directly to the consumer. Wholesaling shall be permitted only as otherwise permitted in the zoning district. All aspects of production, service and sales of alcohol beverages must have the appropriate Washington State permits. A brewpub is not allowed in conjunction with a restaurant that has a drive-up facility.

“Buffer” means space, either landscaped or existing or natural vegetation, intended to reduce the impact of undesirable sights, sounds, or odors; provided, that an area that was logged or clear cut within five years of submittal may not be acceptable as a buffer. Buffers protecting critical areas shall be as defined in Chapter [18.20](#).

“Building” means any structure intended for support, shelter or enclosure of persons, animals, uses or property of any kind.

“Building height” means the vertical distance above grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The height of a stepped or terraced building is the maximum height of any segment of the building.

“Building line” means the perimeter of that portion of a building or structure nearest a property line but excluding open steps, terraces, cornices, decks less than thirty inches high, and other ornamental features projecting from the walls of the building or structure.

“Building, main” means the principal building on a lot or building site, designed or used to accommodate the primary use to which the premises are devoted; where a permissible use involves more than one structure designed or used for the primary purpose, as in the case of group houses, each such permissible building on one lot as defined by this title shall be construed as constituting a main building.

“Building official” means the person or persons or firm designated by the city to ensure compliance with appropriate municipal codes related to building permits, such as administration of the International Building Codes. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

“C”

“Caliper” means a measurement of a tree’s diameter, in particular deciduous trees. Caliper of a tree trunk shall be taken six inches above the ground up to and including four-inch caliper size, and twelve inches above the ground for larger tree sizes.

“Carport” means a covered shelter for one or more vehicles that is open on at least two sides.

“Caretaker’s dwelling” means a residence located on the premises with a main nonresidential use and occupied only by a caretaker or guard employed on the premises, and his or her family. For the purposes of this definition, dwelling includes apartment, quarters, cottages, facilities and unit.

“Child Care Center” means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington State Department of Early Learning, under chapter 170-295 WAC.

“Church” means an establishment, the principal purpose of which is religious worship, and for which the principal building or other structure contains the sanctuary or principal place of worship.

“Clinic” means a building or portion of a building in which health care services are provided for treatment of human or animal outpatients.

“Club/lodge” means any kind of group for members only and who meet for a specific purpose.

“Cluster development” means the arrangement or grouping of lots to increase densities on some portions of a property to preserve the remainder for open space or other amenities.

“Community center” means a location where members of a community may gather for group activities, social support, public information, and other purposes. They may sometimes be open for the whole community or for a specialized group within the greater community.



"Conditional uses" means those uses set forth and defined in the text and tables of this title and are generally thought to be incompatible throughout the district. However, compatibility with other uses in the district may be achieved if uses are properly sited and designed. Conditional uses may be permitted by the hearings examiner when it is determined, after holding a public hearing, that difficulties related to compatibility and/or the provisions of public services have been adequately resolved.

"Condominium" means two or more units where the interior space of which are individually owned; but the balance of the property (both land and/or building) is owned in common by the collective owners of the building.

"Convalescent or nursing homes" means permitting nursing, dietary and other personal services to convalescents, invalids or other persons incapable of providing for their own care, but excluding cases of mental illness and cases of contagious or communicable disease and excluding surgery or primary treatments which are customarily provided in sanitariums or hospitals.

"Covenant" means a private legal restriction or obligation in regard to the use of land contained in the deed to a property or otherwise formally recorded.

"Cultivation, Marijuana" means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof.

"Cultural institution" means a building used primarily for the production, presentation, or exhibition of cultural disciplines such as music, dance, theater, literature and the visual arts, or items of scientific interest. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3568 § 1, 2005; Ord. 3508 § 7, 2003)

#### **"D"**

"Day care center" means a state licensed entity regularly providing care for thirteen or more children for periods of less than twenty-four hours. A day care center is not located in a private family residence unless the portion of the residence to which the children have access is used exclusively for the children during the hours the center is open or is separate from the usual quarters of the family.

"Day Care, Family Home. "Family home day care" means an entity regularly providing care during part of the twenty-four hour day to six or fewer children in the family abode of the person(s) under whose direction the children are placed; or, a state licensed entity regularly providing care during part of the twenty-four hour day to between six and twelve children in the family abode of the person(s) under whose direction the children are placed.

"Day Care, Mini-Center-". "Mini-center day care" means a state licensed entity providing care during part of the twenty-four hour day period for twelve or fewer children in a facility other than the family abode of the person or persons under whose direct care the children are placed, or for the care of seven through twelve children in the family abode of such person or persons.

“Dedication” means the deliberate appropriation of land or improvements by the owner for any general or public use. Through a dedication, the owner reserves to himself no rights other than those compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.

“Deliver or Delivery” means the actual or constructive transfer from one person to another of a substance, whether or not there is an agency relationship.

“Density” is a method of describing the intensity of development patterns typically measured in dwelling units per acre. Gross density includes the entire property, whereas net density refers to the land available for development (e.g., less roads and critical areas).

“Development” means the activity or purpose for which land or structures or a combination of land and structures are designed, arranged, occupied or maintained together with any associated site improvements. This definition includes the construction, erection, placement, movement or demolition of any structure or site improvement and any physical alteration to land itself including any clearing, grading, leveling, paving or excavation. Development also means any existing or proposed configuration of land, structures and site improvements, and the use thereof.

“Development rights” means the potential for the improvement of real property, measured in dwelling units or units of commercial or industrial space, existing because of the zoning classification of real property.

“Diameter breast height” means the diameter of a tree trunk measured at four feet above average grade.

“Domestic animal” means cats, dogs, rabbits and other small animals commonly kept as pets in the city.

“Drive-through business” means a business or portion of a business where customers may carry on business while seated in a motor vehicle. This definition shall include but not be limited to gas stations, car washes, and drive-in businesses and facilities such as restaurants or banks.

“Drought-resistant plants” means plant material that, once established, can survive with little or no water other than that from annual rainfall.

“Duplex” means a building that contains two primary dwelling units on one lot. The units must share a common wall or common floor/ceiling.

“Dwelling unit” means a building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units or accessory dwelling units, unless the additional cooking facilities are clearly accessory to the primary use, such as an outdoor grill.

“Dwelling, multifamily” means a building arranged or designed to be occupied by more than four families, such as an apartment house or flat, but not including a trailer park.

“Dwelling, single-family” means a building arranged or designed to be occupied by not more than one family. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

“E”

“Easement” means a private agreement between parties to allow the use of the real property of another for a specific purpose, such as access, utility lines, etc. An easement is itself a real property interest, but legal title to the underlying land is retained by the original owner for all other purposes.

“Education institution” means a school or educational or training institution that offers a program of college, professional, preparatory, high school, middle school, junior high school, elementary, or kindergarten instruction, or any combination thereof, or any other program of trade, technical or artistic instruction (excluding single-day programs of instruction), together with associated staff housing and/or conference facilities and other typical educational accessory uses.

A. “Private” education institutions are privately owned and operated.

B. “Public” education institutions are operated by the Kelso School District or any other public entity.

“EIS” means an environmental impact statement prepared to Chapter 43.21C RCW and Chapter 197-10 WAC and any amendments thereof.

“Elementary School” means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington State Superintendent of Public Instruction.

“Emergency shelter” means congregate facilities providing housing to shelter families and individuals offered on an emergency basis for a period not to exceed 90 days continuously. Shelters may offer meals, lodging and associated services on site, aimed at helping people move towards self-sufficiency.

“Entertainment facilities” includes but is not limited to movie theaters, arcades, recreation, bowling. Adult land uses and sexually oriented uses are not included.

“Establishment” means either of the following: (1) an institutional, business, commercial, or industrial activity that is the sole occupant of one or more buildings; (2) an institutional, business, commercial, or industrial activity that occupies a portion of a building that: (a) the activity is a logical and separate entity from the other activities within the building and not a department of the whole; and (b) the activity has either a separate entrance from the exterior of the building, or a separate entrance from a common and clearly defined entryway that has direct access to the exterior of the building.

“Equipment” means nonautomobile mechanisms including:

“Equipment – Heavy Duty” means self-powered, self-propelled or towed mechanical devices, equipment and vehicles of a nature customarily used for commercial purposes such as tandem axle trucks, graders, backhoes, tractor trailers, cranes and lifts but excluding automobiles, recreational vehicles and boats and their trailers.

“Equipment Light” means handheld mechanical devices of a nature typically used for landscaping or other nonindustrial scale activities.

“Equipment Mechanical” means HVAC or other mechanisms that are fixed in a location for uses associated with structures.

“Equipment storage area” means a place where two or more items of heavy and/or light equipment are stored. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“F”**

“Facade” means that exterior side of a building which faces, and is most nearly parallel to a public or private street (a building may have more than one facade). The facade shall include the entire building walls, including wall faces, parapets, fascia, windows, doors, canopies, and visible roof structures of one complete elevation.

“Factory-built home” means any building designed to be used as a dwelling, that is constructed primarily in a factory in compliance with the standards of the International Building Code, does not contain a permanent chassis, and is transported to the site for assembly and installation on a permanent foundation. Such dwellings must have the insignia of approval of the Washington State Department of Labor and Industries, in accordance with Chapter 43.22 RCW.

“Family” means an individual, or two or more persons related by blood, marriage or adoption, or a group of not more than six persons, excluding servants, who are not related by blood, marriage or adoption living together in a dwelling unit. For the purposes of this definition, persons with handicaps or otherwise protected by the Federal Fair Housing Act (42 USC 3601 et seq) shall not be counted as unrelated persons.

“Family home- Foster” means a dwelling unit in which foster care is provided on a twenty-four-hour basis for not more than six unrelated children, or expectant mothers **f**or persons with developmental disabilities in the family abode of the person or persons under whose direct care and supervision the child, expectant mother or disabled person is placed as part of the family, and the dwelling unit is governed by the state foster care home licensing provisions and conducted in accordance with state requirements.

“Farmer’s market” means an open-air temporary grouping of vendors in a common location, usually selling produce, freshly prepared foods, handmade crafts or other unique, agriculturally related goods.

“Final plat” is a map or representation of a subdivision (excluding a short subdivision), showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications, meeting the requirements of the platting regulations of the city, and filed for record in the office of the auditor of Cowlitz County.

“Flag lot” means a lot of a panhandle configuration where the panhandle connects the main body of the lot to a road or street. A lot generally in the shape of a flag where access is typically by a narrow, private right-of-way or driveway.

“Floor area ratio” represents the gross floor area of all buildings or structures on a lot divided by the total lot area.

“Food vending cart” means a vending container equipped with wheels and used to serve food items, prepared remotely and stored within the cart for sale on a sidewalk to pedestrians. The cart may be outfitted to keep prepared food hot or cold.

“Footprint” means the area at the ground plane of a building, structure, or other element, bounded by the outside of the exterior walls and including stairs, porches, decks, upper story overhangs, canopies, and other appurtenances over three feet in height above the grade, except not including roof overhangs.

“Formula take-out food restaurant” means a restaurant or establishment that (1) is contractually required to offer standardized menus, ingredients and interior or exterior design, and (2) serves or delivers its food or beverages in disposable containers.

“Fourplex” means a building containing four dwelling units, designed for occupancy by not more than four families living independently from each other.

“Frontage” means that distance where a property line is common with a street right-of-way line.

“Funeral home,” “funeral chapel” or “mortuary” means a facility designed for preparing human remains for burial or cremation and/or for holding services related to the burial of human remains. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

## “G”

“Game Arcade” means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted.

“Garage” means an accessory building or an accessory portion of a primary building designed or used primarily for the shelter or storage of automobiles, boats and/or any other vehicles.

“Garage/estate sale” means the sale of used household or personal goods on a residential parcel owned by the owner or occupant of the principal dwelling and/or other participants in the case of a multiple-residence sales event.

“Grade” (adjacent ground elevation) is the computed average of the lowest and the highest points of elevation of the original surface of the ground, or existing paving or sidewalk within the area between the building and property line, or, when the property line is more than five feet from the building, between the

building and a line five feet from the building. On waterfront parcels as defined in the shoreline master program, the definition of grade from the shoreline master program shall be used (WAC 173-14-030(3)).

“Gross density” means the total number of dwelling units divided by the total project area, without subtracting areas devoted to open space, roadways, parks or similar public use and infrastructure areas.

“Group home” means an ADSA licensed adult family home or boarding home contracted and certified by ADSA to provide residential services and support to adults with developmental disabilities. “ADSA” means the aging and disability services administration, an administration within the Washington State Department of Social and Health Services. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“H”**

“Halfway house” means a home for juvenile delinquents, adult offenders, or those leaving correctional institutions providing residentially oriented facilities which allow rehabilitation or social adjustment for persons who are in need for supervision or assistance in becoming socially reoriented but not in need of institutional care. Such facility provides a reintroduction of residents into a normal community life by providing a stable living situation rather than incarceration or a reintroduction without home, job or social reinforcement.

“Hazardous waste” means and includes all dangerous and extremely hazardous waste as specified in RCW 70.105.010.

“Hazardous waste storage” means the holding of dangerous waste for a temporary period. Accumulation of hazardous waste is not storage as long as the accumulation is in compliance with applicable requirements of WAC 173-303-200 and 173-303-201.

“Hazardous waste treatment” means the physical, chemical, or biological processing of hazardous waste to make such wastes nonhazardous or less hazardous, safer for transport, amenable for energy or material resource recovery, amenable for storage or reduced in volume.

“Health care facility” includes the terms “alcoholism/substance abuse treatment facility,” “hospice care,” “hospital,” “psychiatric hospital,” “convalescent or nursing home,” “ambulatory surgical facility,” and “sanitarium.”

“Hospice care” means palliative care provided to a terminally ill person in a place of temporary or permanent residence that alleviates physical symptoms, including pain, as well as alleviating the emotional and spiritual discomfort associated with dying.

“Hospital” means an institution specializing in giving clinical, temporary, and emergency services of a medical or surgical nature to human patients and injured persons and licensed by state law to provide facilities and services in surgery and obstetrics and general medical practice.

“Home occupation” means an accessory use of a dwelling unit for gainful employment involving the manufacture, provision, or sale of goods and/or services.

“Home occupation – Major” includes any occupation which is clearly secondary to the main use of the premises as a dwelling place, and does not change the character thereof or have any exterior evidence of such secondary use (e.g., outward physical appearance, outdoor storage of materials, supplies or vehicles, noise, electrical interference, lighting, vibrations) other than signing as permitted in the zoning district in which it is situated. Major home occupations may be conducted within the dwelling unit, attached garage, or accessory structure, by members of a family residing in the dwelling, and nonresident individuals, when authorized;

“Home occupation – Minor” are compatible with the neighborhoods in which they are located and cause no impact greater than that generally associated with a single residence. Bed and breakfast establishments that contain no more than two rooms shall be considered a minor home occupation.

“Hotel/motel/inn” means a building or group of buildings containing guest rooms, where, for compensation, lodging is provided for transient visitors. Hotels, motels and inns typically provide such things as restaurants, meeting rooms and/or other auxiliary facilities and services. A hotel, motel or inn is not a bed and breakfast lodging as defined and regulated elsewhere in this title. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

“I”

“Impervious surface” means surface area that does not allow for water infiltration, or has a runoff coefficient of 0.90 or more (e.g., nonpermeable pavement, solid rock, roofs, foundations, underground tanks and vaults, and similar areas).

“Improvements” means structures, works or components thereof, including but not limited to streets, curbs, sidewalks, water and sanitary sewer systems, levee and drainage systems, street light systems, landscaping and electric, gas, telephone and television lines and cables and appurtenant equipment.

“Indoors” means within a fully enclosed and secure structure that complies with the Washington State Building Code, as adopted by the City, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2” by 4” or thicker studs overlain with 3/8” or thicker plywood or equivalent materials. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

“J”

“Junk or salvage yard” means any area where junk or salvage is bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled. This definition shall also include auto or other vehicle or machinery wrecking or dismantling activities. This definition shall not include the processing of used, discarded or salvaged materials as part of a manufacturing operation located on the same property, and

contractors' storage yards. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“K”**

“Kennel” means a building, enclosure or portion of any premises in or at which dogs, cats or other domesticated animals are boarded or kept for hire, or in or at which dogs, cats or other domesticated animals are kept or maintained by any person than the owner thereof, or in or at which six or more cats or four or more dogs over the age of four months are kept or maintained. This definition shall include boarding kennels, but not pet shops, animal hospitals or zoos.

“Kiosk” means a small structure with one or more open sides that is used to vend merchandise (as newspapers) or services (as film developing).

“Kitchen” means any room or part of a room that is designed, built, used or intended to be used for cooking or preparation of food, including the term “kitchenette,” but not including a bar or butler’s pantry. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“L”**

“Landscaping” means the placement, preservation, and the replacement of trees, shrubs, plants and other vegetative materials in accordance with an approved landscaping plan meeting the requirements set forth in this title for open space and planting requirements.

“Level of service (LOS)” means a quantitative standard for transportation facilities describing operational conditions. Level of service may be described for intersections (signalized or unsignalized) or street segments (between signalized intersections).

“Library” means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

“Livestock” for the purposes of this title, “livestock” means horses, cows, llamas, sheep, goats, chickens, and pigeons.

“Lot area” means the total horizontal area within the lot lines, excluding any area seaward of the line of the ordinary high water mark, and excluding private streets and lot area in panhandles or flag lots narrower than thirty feet.

“Lot, corner” means a lot bounded on adjoining sides by streets.

“Lot coverage” means that portion of the total lot area covered by buildings, structures, and other impervious surfaces such as sidewalks and driveways.

“Lot depth” means the perpendicular distance measured from the midpoint of the front lot line to the rear lot line or, if necessary, to the extension of the rear lot line.



"Lot frontage" means the lot or parcel side where it adjoins a street, boulevard or access way.

"Lot, interior" means any lot other than a corner lot.

"Lot lines" means the property lines bounding the lot.

"Lot, through" means a lot having frontage on two streets that do not intersect at a lot line.

"Lot line, front" means a lot line, or segment of a lot line, that abuts a street. On a corner lot, the front lot line is the shortest of the lot lines that abut a street. If two or more street lot lines are of equal length, then the applicant or property owner can choose which lot line is to be the front lot line. However, a through lot has two front lot lines regardless of whether the street lot lines are of equal or unequal length.

"Lot line, rear" means a lot line that is opposite a front lot line. A triangular lot has two side lot lines but no rear lot line. For other irregularly shaped lots, the rear lot line is all lot lines that are most nearly opposite the front lot line.

"Lot line, side" means a lot line that is neither a front or rear lot line.

"Lot line, side street" means a lot line that is neither a front or rear lot line and abuts a street.

"Lot width" means the horizontal distance measured at the building setback line between the two opposite side lot lines. Average lot width shall be the average of the front and rear lot lines. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

## **"M"**

"Manufactured home" means a structure, built to conform to national standards embodied in the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USC 5401, et seq., administered by the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is twelve body feet or more in width or thirty-six body feet or more in length, or when erected on the site is eight hundred and sixty-four or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation as defined within the International Residential Code (IRC), connected to the required utilities, and includes mandatory plumbing, heating, air conditioning and electrical systems contained therein. A manufactured home displays a certificate from the United States Department of Housing and Urban Development.

"Manufactured home, new" means a manufactured home that has not been previously occupied. The most commonly accepted definition of a "new manufactured home" also recognizes manufactured homes used as model homes as new.

"Manufactured home site" means a parcel of land within a manufactured home subdivision park or lot of record, for the accommodation of one manufactured home, its accessory buildings or structures and

accessory equipment for the exclusive use of the occupants. In the case of a manufactured home park, the boundaries of a manufactured home site are established on the approved plot plan. In the case of a manufactured home subdivision, the boundaries of the manufactured home site are the platted lot lines as established by the recorded subdivision. In the case of a lot of record, means a lot shown on an officially recorded plat or short plat or parcel of land officially recorded or registered as a unit of property and is described by metes and bounds, and lawfully established on the date of recording of the instrument first referencing the lot.

“Marijuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater the 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. For the purposes of this Ordinance, “cannabis” or “marijuana” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana-infused products” does not include useable marijuana.

“Marijuana, Usable” means dried marijuana flowers. The term “usable marijuana” does not include marijuana-infused products.

“Medical clinic” means a building or portion of a building containing offices or facilities for providing medical, dental, or psychiatric services for outpatients only.

“Meeting hall” means a building, public or private, used for large gatherings of people.

“Microbrewery” or “microwinery” means the same as “brewery/winery” except for the following: a microbrewery shall have a capacity of not more than 15,000 barrels a year and a microwinery no more than 3,000 cases of wine per year. Per RCW 66.24.244(3), a microbrewery may also sell beer produced by another microbrewery or a domestic brewery for on- and off-premises consumption from its premises as long as the other breweries’ brands do not exceed 25 percent of the microbrewery’s on-tap offering of its own brands.

“Mobile home” means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States Department of Housing and Urban Development Code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Act.

“Modular home” means a factory-assembled structure, meeting Washington State Uniform Building Code Standards, and Title 14 of this code, designed primarily for use as a dwelling when connected to the required utilities that include plumbing, heating and electrical systems contained therein, does not contain

its own running gear, and must be mounted on a permanent foundation. A modular home does not include a mobile home or manufactured home.

"Mortuary": See "funeral home," "funeral chapel" or "mortuary."

"Motel" means a building or group of buildings that contain individual sleeping quarters or dwelling units which are occupied, or intended to be occupied, for compensation. Motels typically do not provide such things as restaurants, meeting rooms, and/or other auxiliary facilities and services. This definition includes auto cabins, auto courts, tourist courts, and motor hotels, but does not include hotels.

"Museum" means a building devoted to the care, study and display of objects of lasting historic interest. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

## **"N"**

"Native species" means tree, shrub, or ground cover plant species that occur or live naturally in the Columbia River region.

"Nonconforming building or structure" means a legally established building or structure that was constructed prior to adoption of the ordinance codified in this title, or applicable amendments thereto, and that does not conform to present setback, lot coverage or other development requirements of this title.

"Nonconforming lot" means a lot that was lawfully created but does not conform to the lot requirements of the zone in which it is located.

"Nonconforming use" means any preexisting structure or a legally established use of land that has been continued, but does not conform to the regulations of the zone in which it is located as determined by this title, or amendments thereto.

"Nuisance" means any use, activity or structure that interferes with the enjoyment and use of one's property by endangering personal health or safety, offending human senses and/or failing to conform with the provisions, intent or standards of the district in which the use, activity or structure occurs. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

## **"O"**

"Office" means a room or group of rooms used for conducting the affairs of a business, profession, service, industry, or government and generally furnished with desks, tables, files, and communication equipment.

"Off-street parking" means all off-street areas designed, used, required or intended to be used for the parking of motor vehicles. See Chapter 17.40 KMC for parking standards.

"On-street parking" means parking in the street right-of-way, typically in parking lanes or bays. Parking may be parallel or angled in relation to the edge of the right-of-way or curb.

“Open space” means land and/or water area that is predominantly undeveloped, and is set aside to serve the purposes of providing park and recreation opportunities, conserving critical areas and character. Open space excludes tidelands, shorelands, yards required by this title, areas occupied by dwellings, impervious surfaces not incidental to open space purposes, individual lots or land regulated under provisions of Chapter [16.20](#), and areas that were clear cut or extensively logged within five years of submittal.

“Ordinary high water mark” means the mark on all lakes, streams and tidal water that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation. If the ordinary high water line cannot be found, the ordinary high water mark adjoining fresh water shall be the line of mean high water.

“Outdoors” means any location that is not “indoors” within a fully enclosed and secure structure as defined herein.

“Outdoor storage” means the outdoor storage of goods for more than seventy-two hours. Outdoor storage includes, but is not limited to, sales or storage yards for automobiles, trailers, moving equipment boats, construction equipment and materials, items used for manufacture, and auto wrecking yards. Temporary outdoor sales displays less than one hundred square feet in ground area per business establishment parking lots, moorage areas in marinas, and outdoor sales and storage areas of commercial nurseries are not defined as outdoor storage.

“Overlay district” means a geographic area that constitutes a mapped district superimposed over the underlying zone on the official zoning map. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

“Owner” means the owner of the title to real property or the contract purchaser of real property of record, as shown on the latest assessment records in the office of the county assessor. “Owner” also includes a deed holder or contract purchaser whose name does not appear in the latest assessment records, but who presents to the city a copy of a deed or contract of sale showing date, book, and page of recording.

**“P”**

“Park and ride lot” means an area intended to accommodate parked vehicles during normal commuting hours where commuters park their vehicles and continue travel to another destination.

“Park and ride lot, shared-use” means a parking lot that was originally developed for a limited, nonresidential use, such as a church or theater, and serves the same function as a park and ride lot. A shared-use park and ride lot requires no expansion of existing parking area or number of spaces or any other development beyond maintenance, signage and striping normally conducted for this purpose.

“Parking lot” means an area intended to accommodate parked vehicles and is not accessory to a single-family residence.

"Parking space" means a space within a parking lot, exclusive of access drives, used to park a vehicle and having access to a public street.

"Passive recreational facilities or uses" means recreational facilities or uses that do not involve or allow motorized vehicles such as trails and wildlife and nature preserves.

"Pawnshop" means establishments who lend money on goods deposited until redeemed.

"Pedestrian orientation" means that the location and access to structures, site configuration and elements, types of uses permitted at street level, building front design, and location of signs are based on the needs of persons on foot.

"Permitted uses" means those uses set forth and defined in the text and tables of this title and are permitted on any site in a zoning district provided district standards are met. In some cases a permitted use may require review by the administrative official.

"Performance bond" means a form of security executed by a surety company authorized to transact business in the state of Washington, securing to the city the satisfactory completion of required improvements and fulfilling the requirements of this chapter.

"Person" means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision of agency or any other legal or commercial entity.

"Personal services" means uses that offer specialized goods and services including barbershops, beauty shops, dry cleaning, tanning salons, tattoo parlors, clothing repair or tailoring and other similar establishments.

"Pet shop" means establishments engaged in the retail sale of pets, pet food, supplies and the grooming of pets and other small animals.

"Playground" means a public outdoor recreation area for children, usually equipped with swings, slides and other playground equipment, owned and/or managed by a city, county, state or federal government.

"Political signs" means signs about nonpartisan elections, bond measures, initiatives, and similar matters and the customary, partisan politics. Political signs do not include permanent outdoor advertising structures or billboards, which are regulated by the other sections of this chapter, despite whether political advertising is carried on such outdoor advertising structures or billboards.

"Process, Marijuana" means to handle or process cannabis in preparation for medical use.

"Processor, Marijuana" means a person licensed by the State Liquor Control Board to process marijuana into useable marijuana and marijuana-infused products, package and label usable marijuana and marijuana-infused products for sale in retail outlets, and sell usable marijuana and marijuana-infused products as wholesale to marijuana retailers.

“Producer, Marijuana” means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Produce or Production, Marijuana” means to manufacture, plant, grown or harvest cannabis or marijuana.

“Produce stand” means a temporary building, structure, or land area used for the sale of fresh whole fruits, vegetables, grains, seeds, and/or nuts. A produce stand may include, as incidental and accessory to the principal use, some limited nonfood items, and these products shall consist of no more than 15 percent of the gross sales area. A temporary building or structure shall not be permanently affixed to the ground and shall be readily removable in its entirety.

“Professional services” means uses such as accounting firms, credit bureaus, collection agencies, advertising agencies, contractor’s offices, ambulance service companies, employment agencies, finance companies, insurance agents, income tax return preparers, investment counseling firms, lawyer’s offices, or real estate companies.

“Protection zone” means the zone at grade level located directly below the canopy and within the drip line. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

“Public Park” means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government or metropolitan park district. Public park does not include trails.

“Public place” includes streets and alleys of incorporated cities and towns; state or county or township highways or roads; buildings and grounds used for school purposes; public dance halls and grounds adjacent thereto; premises where goods and services are offered to the public for retail sale; public buildings, public meeting halls, lobbies, halls and dining rooms of hotels, restaurants, theatres, stores, garages, and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; railroad trains, stages, buses, ferries, and other public conveyances of all kinds and character, and the depots, stops, and waiting rooms used in conjunction therewith which are open to unrestricted use and access by the public; publicly owned bathing beaches, parks, or playgrounds; and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

“Public Transit Center” means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

“Q”

(Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“R”**

“Recreation center or facility” means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city county, state or federal government.

“Recreation facilities, active” refers to a mix of uses in a neighborhood park that may include facilities or facility types such as athletic fields, buildings or structures for recreational activities, concessions, community garden, courses or courts, children’s play area, dog play area, or a bike path.

“Recreational facilities, passive” refers to a mix of uses in a neighborhood park, undeveloped land or minimally improved lands such as landscaped areas, natural area or sensitive areas, ornamental gardens, nonlandscaped green space, stairways, decorative fountains, picnic areas, water bodies, or trails without recreational staffing.

“Recreational vehicle” means a vehicle, such as a motor home, travel trailer, recreational park model, truck/camper combination or camper trailer, that is designed for human habitation for recreational or emergency purposes and that may be moved on public highways without any special permit for long, wide or heavy loads.

“Recycling center” means a collection point for small refuse items, including, but not limited to, bottles and newspapers, located either in a container or a small structure.

“Religious facility” means a facility in which the primary focus is religious worship. A religious facility may also include related activities including religious education, counseling, assembly rooms, kitchen, and a rectory or parsonage.

“Replat” means the division of a lot(s) or parcel(s) of land that is already a part of an existing subdivision. The term “replat” shall be regarded as synonymous with the terms “resubdivison” and “resegregation.”

“Residential treatment facility” means a residential building that is licensed by the state to provide residential and domiciliary care to five or more individuals, or to provide rehabilitative treatment or services to individuals. Residential treatment facilities generally provide a limited-term living arrangement for their residents in a family-like setting. Such facilities also provide rehabilitative services other than basic living skills training, often intended to provide residents with the future ability to live independently. Such facilities may provide medical treatment as an integral part of a rehabilitative program.

“Retail” means the selling of goods, wares, or merchandise directly to the ultimate consumer or persons without a resale license.

“Retailer, Marijuana” means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana-infused products in a retail outlet.

“Retail outlet - Marijuana” means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana and marijuana-infused products.

“Right-of-way, public” means the property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term “right-of-way” for land division purposes shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

“Roadside produce stand” means an establishment engaged in the retail sale of local fresh fruits and vegetables and having permanent or semi-permanent structures associated with such use. No roadside stand, building or structure shall be more than 750 square feet in ground floor area. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“S”**

“Sanitarium” or “sanatorium” means a health station or retreat or other place where resident patients are kept, and which specializes in giving clinical, temporary and emergency services of a medical or surgical nature to patients and injured persons and is licensed by state agencies under provision of law to provide facilities and services in surgery, obstetrics and general medical practice, as distinguished from treatment of mental and nervous disorders.

“Screen” means a system of vegetation located within the perimeter landscape to provide varying degrees of visual separation between land uses and site development.

“Second-hand/consignment store” means an establishment engaged in the retail sale of used clothing, sports equipment, appliances and other merchandise.

“Secondary School” means a high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington State Superintendent of Public Instruction.

“Self-service storage facility” means an establishment containing separate storage spaces that are leased or rented as individual units for the storage of household or business goods.

“Setback” means the minimum allowable horizontal distance from a given point or line of reference, such as a street right-of-way, to the nearest vertical wall or other element of a building or structure as defined in this chapter.

“Sexually oriented business” means those businesses defined as follows;

A. “Adult arcade” means an establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image-producing machines, for



viewing by five or fewer persons each, are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

B. "Adult bookstore," "adult novelty store" or "adult video store" means a commercial establishment which has a significant or substantial portion of its interior business or advertising to the sale or rental, for any form of consideration, of any one or more of the following:

1. Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations, which are characterized by the depiction or description of specified sexual activities or specified anatomical areas; or

2. An establishment may have another significant or substantial portion of its stock-in-trade that does not involve the offering for sale or rental of materials depicting or describing specified sexual activities or specified anatomical areas and still be categorized as an adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store, or adult video store so long as one of its principal business purposes is offering for sale or rental, for some form of consideration, the specified materials which depict or describe specified anatomical areas or specified sexual activities. Therefore, any establishment having twenty percent or more of its stock-in-trade or revenues that come from trading in material depicting or describing specified sexual activities or specified anatomical areas shall be categorized as an adult bookstore, an adult novelty store, or an adult video store.

C. "Adult cabaret" means a nightclub, bar, restaurant, or similar commercial establishment, whether or not alcoholic beverages are served, which features:

1. Persons who appear nude or semi-nude;

2. Live performances that are characterized by the exposure of specified anatomical areas or by specified sexual activities;

3. Films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

D. "Adult motel" means a hotel, motel, or similar commercial establishment which:

1. Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas, and which has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or

2. Offers a sleeping room for rent for a period of time that is less than twenty hours; or

3. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than twenty hours.

E. "Adult motion picture theater" means a commercial establishment where films, motion pictures, video cassettes, slides, or similar photographic reproductions characterized by the depiction or description of specified anatomical areas or specified sexual activities are regularly shown for any form of consideration.

F. "Adult theater" means a concert hall, theater, auditorium, or similar commercial establishment that, for any form of consideration, regularly features persons who appear nude or semi-nude, or live performances which are characterized by exposure of specified anatomical areas or specified sexual activities.

G. "Nude or semi-nude model studio" means any place where a person who appears nude or semi-nude or displays specified anatomical areas is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons.

H. "Specified anatomical areas" means and includes any of the following:

1. Less than completely and opaquely covered human genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areola; or
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

I. "Specified sexual activities" means and includes any of the following:

1. The fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts; or
2. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; or
3. Masturbation, actual or simulated; or
4. Human genitals in a state of sexual stimulation, arousal or tumescence; or
5. Excretory functions as part of or in connection with any of the activities set forth in subsections 11 through 4 of this definition.

"Sign" means any communication device, structure, placard or fixture that is visible from any public right-of-way or pedestrian path or sidewalk and is intended to aid in promoting the sale of products, goods, services or events or to identify a building using graphics, letters, figures, symbols, trademarks or written copy. Painted wall designs or patterns that do not represent a product, service or trademark or that do not

identify the user are not considered signs; only that part of the design or pattern that cannot be distinguished from the sign shall be considered part of the sign. The different types of signs addressed in this chapter are defined as follows:

“Sign - Billboard” means an off-premises freestanding sign.

“Sign - ~~“Business”~~” means a freestanding sign that is intended to provide for the advertising and identification of multiple businesses located on a single parcel.

“Sign - Directional” means a sign that contains specific directional information and whose primary purpose is directional.

“Sign - Electric” means any sign that is illuminated by an artificial light source either internally or outside of the sign.

“Sign - Fascia” means a sign attached or erected parallel to and not extending more than eighteen inches from the facade or face of any building to which it is attached and supported throughout its entire length with the exposed face of the sign parallel to the plane of the wall or facade. Signs on awnings or exterior windows and murals that include copy will be regulated as wall signs.

“Sign - Flashing” means any sign that, by movement or by other method or manner of illumination, flashes on or off, winks, blinks with varying light intensity, shows motion, or creates the illusion of motion or revolves in a manner to create the illusion of being on or off or that rotates or turns. This definition does include electronic reader board signs and barber poles.

“Sign - For sale/lease/rent” means a sign advertising the availability of real property for lease, rent or sale.

“Sign - Freestanding” means a sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or structure.

“Sign - Freeway” means a sign situated within a radius of one thousand feet from a freeway entry/exit point, but not separated by a physical barrier from the entry/exit intersection. A freeway sign is primarily oriented to the passing motorist on the adjacent freeway, and shall identify businesses such as regional shopping malls, eating, lodging or service station facilities that serve the traveling public. No wall-mounted sign can be classified as a freeway sign.

“Sign - Message board” means a sign with manual or electronic changing type that can display letters and numbers to depict a message. Message board signs must include the time and temperature in their display.

"Sign - Monument" is a sign not attached to a building, not more than five feet in height or twenty feet in length, which is attached to the ground by means of a wide base of solid appearance. Monument signs must be designed so as to be compatible with adjacent architecture and landscaping, and must be constructed with materials conducive to abutting structures and the surrounding area. They may not be constructed from fabric or banner material.

"Sign - Off-premises" means any sign that advertises an establishment, merchandise, services, goods or entertainment that is sold, produced, manufactured or furnished at a location other than on the property on which the sign is located and that does not relate strictly to the lawful use of the premises on which it is located. Lawful use is defined as a sign which indicates the business transacted, services rendered, goods sold or produced on the premises, name of the business and/or name of the person, firm or corporation occupying the premises.

"Sign - Political" means a sign related to nonpartisan elections, bond measures, initiatives, and similar matters and to the customary partisan politics. Political signs do not include permanent outdoor advertising structures or billboards.

"Sign - Projecting" means a sign that is affixed to a building or wall and projects horizontally from the surface of such a building or wall face further than eighteen inches.

"Sign - Rooftop" means any sign that is located on a roof of a building or structure.

"Sign - Rotating" means any sign that spins, rotates, moves up and down or otherwise moves in any other fashion to give an illusion of movement, not including barber poles.

"Sign - Sandwich board" means a portable sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sandwich board or A-frame sign. Each board shall be considered a separate sign face for purposes of determining allowable area of sign.

"Sign - Special service" means a guide sign located within the public right-of-way that provides road users with business identification and directional information for services and for eligible attractions.

"Sign - Temporary" means any sign or advertising display constructed of cloth, wood, canvas, light fabric, paper or other light materials with or without frames intended to be displayed for a limited time only as determined by the planning director, and not permanently mounted.

"Sign - Wall" is any permanent sign that is attached parallel to and extending not more than ten inches from the wall of a building. This includes painted, individual letter, cabinet signs and signs attached to a mansard roof (if constructed at an angle of seventy-five degrees or more from horizontal). No more than two wall signs are permitted per building face, and in combination with all other permitted signs shall not exceed ten percent of wall area.

“Significant tree” means any living woody perennial plant characterized by a main stem or trunk having many branches, including the following:

1. Evergreen tree ten inches in diameter or greater, measured four feet above existing grade; or
2. Deciduous tree twelve inches in diameter or greater, measured four feet above existing grade; or
3. All trees located within a required critical area buffer as defined in Title [18](#).

“Stormwater management” means the collecting, conveyance, channeling, holding, retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, ground water, and/or runoff, together with applicable managerial measures.

“Street” means a public way that provides vehicular circulation or primary access to abutting properties, inclusive of arterials, collector streets and local streets and exclusive of alleys. Physically, a street is the improved and maintained portion of a right-of-way that is designated for vehicular use.

“Street-facing facade/wall” means all the wall planes of a structure as seen from one side or view that are at an angle of 45 degrees or less from a street lot line.

“Structure” means any manmade assemblage of materials extending above or below the surface of the earth and affixed or attached thereto.

“Structure height” means the highest point above grade of a structure other than a building, except as otherwise provided by this code. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

“T”.

“Tent” means any structure, enclosure or shelter constructed of canvas, plastic or other pliable material supported in any manner except by air or the contents it protects.

“Temporary use” means a use of property intended for a limited period of time and does not involve the construction or alteration of any permanent structure.

“Townhouse” means a form of attached housing comprised of a single building where dwelling units are separated by vertical fire walls. Each unit is located on its own individual legal lot of record, has its own independent access and its own front and rear yard.

“Transitional housing facility” means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

“Tree canopy” means the total area of the tree or trees where the leaves and outermost branches extend, also known as the “drip line.”

“Tree stand” means at least five or more existing trees forming a continuous canopy, each having a six-inch diameter or greater, measured four feet above existing grade. Trees may be evergreen or deciduous varieties. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

“Triplex” means a building containing three dwelling units, designed for occupancy by not more than three families living independently from each other.

**“U”**

“Use” means the purpose which land, buildings, or structures now serve or for which such are occupied, arranged, designed, or intended.

“Use, change of” means the change of a use within the classified use of any structure, portion thereof or premises which is permitted in a particular zoning district. A change within the same category of permitted uses (for example, a change from one restaurant to another, or a change from one retail store to another) shall not be considered to be a change of use. A change in use from a vacant structure to an occupied structure shall be considered a change of use, unless the use is a resumption of a prior use. For the purposes of this section, the prior use includes the last occupied use of the vacant structure; provided, that such vacancy has occurred for a duration of less than twelve consecutive months.

“Use, primary” means the purpose for which land or a building is designed, arranged or intended, or for which it is occupied, maintained, let or leased.

“Use, secondary” means a minor or secondary function for which a lot, building or structure is used in conjunction with, but subordinate and incidental to, its primary use.

“Useable cannabis or usable marijuana” means dried flowers of the Cannabis plant. The term “usable cannabis or usable marijuana” does not include marijuana–infused products or cannabis products.

“Utility services” means electric substations, gas metering stations, sewer lift stations, telephone and communications relay or switching stations, municipal/public water works (including pumping stations and reservoirs), power booster or conversion plants, and similar utility facilities, all with their necessary buildings, apparatus or appurtenances thereto. For purposes of this title, “utility services” does not include local transmission and collection lines, pipes, conductors, or utilities located underground. Utility services are not subject to the minimum lot size requirements of the zoning district in which they are located (except as required for domestic water, sewage disposal and soil percolation rates); provided, that they meet all other requirements of the zoning district in which they are located. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“V”**

“Variance” means a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property that are not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship.

“Veterinarian clinic” means a building or portion of a building used for animal health care. A veterinarian clinic may include the incidental boarding of animals undergoing treatment.

“View” means the ability to observe an expanse of open space, including the Cowlitz or Columbia River corridor or the cityscape, from the ground floor level of an existing residence. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“W”**

“Wholesale trade” means establishments or places of business primarily engaged in selling merchandise to other businesses, including retailers, industrial, commercial, institutional, or professional business users, other wholesalers, or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

“Wireless communication facility” means an unstaffed facility for the transmission and reception of low-power radio signals consisting of an equipment shelter or cabinet, a support structure, antennas (e.g., omni-directional, panel/directional or parabolic) and related equipment.

“Wireless communication facility category 1” is a wireless communication facility that consists of antennas equal to or less than four feet in height with an area of not more than five hundred eighty square inches in the aggregate (e.g., fourteen-inch-diameter parabola or 2.6-foot by 1.5-foot panel) that is affixed to an existing structure that is not considered a component of the facility.

“Wireless communication facility category 2” is an attached wireless communication facility that consists of antennas equal to or less than ten feet in height or up to one meter (39.37 inches) in diameter and with an area not more than thirty square feet in the aggregate that is affixed to an existing structure that is not considered a component of the facility.

“Wireless communication facility category 3” is an attached wireless communication facility that consists of antennas equal to or less than fifteen feet in height or up to one meter (39.37 inches) in diameter and with an area not more than one hundred square feet in the aggregate that is affixed to an existing structure that is not considered a component of the facility.

“Wireless communication facility lattice tower” is a wireless communication support structure that consists of metal crossed strips or bars to support antennas and related equipment.

“Wireless communication facility monopole” is a wireless communication facility that consists of a support structure, the height of which shall not exceed one hundred twenty feet in height not including antennas. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“X”**

Reserved. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“Y”**

“Yard” means an open space on a lot or parcel that is required by this title to be unoccupied and unobstructed from the ground upward, except as otherwise provided in this title.

“Yard, front” means an open space extending from a building to the front lot line.

“Yard, rear” means an open space extending from a building to the rear lot line.

“Yard, side” means an open space extending from a building to the side lot line. When a parcel has two or more front yards, the remaining yards are to be considered side yards.

“Youth-oriented business or activity” means a business utilizing a permanent building or facility where children under the age of eighteen years are invited onto the business premises in conjunction with such business activity and at least fifty percent of the business revenue is generated from their patronage. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)

**“Z”**

“Zero lot line” means a form of residential development in which individual dwelling units are placed on separately platted lots with a zero setback to one property line. They may be attached to each other but not necessarily.

“Zone” means one of the classifications of permitted uses into which the land area of the city is divided.

“Zoning map” means the official map that identifies and delineates boundaries of the city’s zoning classifications. (Ord. 3745 § 1 (Att. A), 2011; Ord. 3699 § 1 (Att. B), 2009; Ord. 3508 § 7, 2003)



**Chapter 17.15**  
**PERMITTED, ADMINISTRATIVE AND CONDITIONAL USES**

Sections:

- 17.15.010 Designations.
- 17.15.015 Similar Uses
- 17.15.020 Land Use Table
- 17.15.030 Footnotes.
- 17.15.040 Use Performance Standards

**17.15.010 Designations.**

- A. Type I uses listed in Table 17.15 shall be reviewed in accordance with the review process described with Section 17.10.035, Title 18B, and the applicable standards of this title.
- B. The Type II and Type III uses listed in Table 17.15, and all matters directly related thereto shall be reviewed in accordance with the review process described in Section 17.10.040, Title 18B, and the applicable standards of this title to ensure:
  - 1. Consistency with the city comprehensive plan goals, objectives, policies and development criteria;
  - 2. The intent, character and development standards appropriate to the zoning district within which it is to be located;
  - 3. Compatibility with other uses; and
  - 4. Other relevant requirements of state or county law.
- C. If a proposed use is to be situated on property within the jurisdictional boundaries of the Kelso Critical Areas Ordinance/Shoreline Master Program, it shall be subject to the permits and procedural requirements thereof in addition to all applicable standards of this title. If a conflict exists between the standards of the Kelso Critical Areas Ordinance/Shoreline Master Program and this title, the more restrictive provisions shall apply.

**17.15.015 Similar Uses.**

- A. When a proposed use is not classified within any of the categories of Table 17.15, but appears to be similar in character and consistent with the purpose of the zoning district, the matter may be referred to the administrative official to determine whether or not the unclassified use is similar to a use currently listed as a Type I, II or III use for the zoning district.
- B. Similar use requests may be initiated by written application and accompanying fee, or directly by the Administrative official. Each request shall set forth the specific basis for the request and its compliance with subsection D. below.
- C. The administrative official may consult with any interested, affected or concerned agencies or persons before making a similar use determination.
- D. The administrative official shall not approve a similar use determination request unless evidence is presented to demonstrate that the proposed use will comply with the purpose, intent, goals, objectives and policies of the Comprehensive Plan and the zoning district in which it is proposed to be located. The administrative official shall state the reasons upon which the determination is based.
- E. If the administrative official finds that the proposed use is similar, he shall also establish whether the proposed use shall be processed as a Type I, II or III use according to Chapter 17.10. If a proposed

use is not determined to be similar, it shall not be considered an allowable use. Similar use determinations may be appealed to the Hearing Examiner as provided in Chapter 17.10 and Title 18B.

**17.15.020 Land Use Table.**

The following Table 17.15 indicates those uses which may be permitted through Type I, II or III review in the various zoning districts defined in this title. In addition to Table 17.15, reference to the individual zoning districts and, where indicated, the regulatory notes of Section 17.15.030 (footnotes) and definitions of Chapter 17.08, is necessary in order to determine if any specific requirements apply to the listed use.

- A. If no symbol appears in the box at the intersection of the column and row, the land use is not allowed in that district.
- B. Use classifications are listed on the vertical axis and City of Kelso zoning districts are shown on the horizontal access.
- C. If a number appears next to the review classification symbol at the intersection of the column and row than that use is subject to special standards listed as footnotes following Table 17.15 in Section 17.15.030.
- D. If a letter appears adjacent to the use classification that land use is subject to performance standards listed in Section 17.15.040. These standards are in addition to other applicable standards of the Kelso Municipal Code.

**Table 17.15**

<p style="text-align: center;"><b>Table 17.15 Allowable Land Uses</b></p>	Residential Single-Family	Residential Multi-family	Open Space	Commercial - Town Center	Commercial - West Kelso	Commercial Neighborhood Service Center	Commercial Specialty Retail & Services	Commercial - Major Retail	Industrial Light Manufacturing	Industrial General Manufacturing
	RSF	RMF	OPN	CTC	CWK	CNH	CSR	CMR	ILM	IGM
<b>RESIDENTIAL</b>										
Single-family Residence (A)(L)	I	I <sub>1</sub>		I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>		
Duplex (L)	I <sub>2</sub>	I <sub>3</sub>		I	I					
Multiple-family dwellings, including rooming & boarding houses, triplexes, 4 plexes, condominiums, apartment houses and apartment courts		I		I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>		
Day Care Family home*	I	I								
Day Care Mini-center*		I								
Day Care-Adult*	II	II								
Adult Family home	II	II		I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>	I <sub>1</sub>		
Expansion and/or reconstruction of a residence	I	I	III							

Mobile Home Parks & Subdivisions (B)		II								
Livestock* (R)	I <sub>16</sub>									
Accessory Apartment* (T)	II									
Temp Mfg Home for Aged Relative (U)	II									
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
<b>AMUSEMENT AND RECREATION</b>										
Recreation Facilities, Active*	II	II	III <sub>18</sub>	I <sub>5</sub>	I	I	I	I	II	II
Recreation Facilities, Passive*	I	I	I							
Participant sports and recreation—indoor				III <sub>5</sub>	I	I / II <sub>7</sub>	I	I	II	
Participant sports and recreation—outdoor			III <sub>18</sub>		II		II	I		
Trails			I							
Wildlife and Nature Preserves			I							
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
<b>COMMUNITY SERVICES</b>										
Art Galleries, Non-commercial	II	II								
Auditoriums, clubhouses, meeting halls				II <sub>5</sub>	I		I	I		
Community Centers	II	II		II <sub>5</sub>	I	I	I	I	I	I
Educational, cultural, or governmental	II	II		II	I	III	I	I	II	I
Health Care Facilities*	III	III		II	I	I <sub>7</sub>	I	I		
Clinics walk in*				II	II	I	I	I		
Hospital	III	III				III				
Marinas, boardwalks, public piers				I	I		I	I		
Museums	III	III		II	II					
Assisted Living Home*	II	II				II				
Post Office				I						
Religious Facilities	II	II		II <sub>5</sub>	II	II <sub>7</sub>	II	II	II	II
Social and fraternal clubs and lodges		II <sub>6</sub>		II	II					
Group Home*	II	II								
Halfway House*	II	II		II <sub>5</sub>						
Day Care Center*	II	II		I <sub>5</sub>	II	II	II	II	II	
Transitional Housing*	II	II		II <sub>5</sub>						
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
<b>MANUFACTURING</b>										
Agriculture* including agricultural processing									II	I
Fabrication, manufacture, assembly, processing, packaging, repair, servicing of goods.									I <sub>9</sub>	I <sub>9</sub>
Any principally permitted use whose operations are predominantly out-of-doors rather than completely enclosed within a building									II	I
Aquaculture			II							
Commercial Indoor Storage									I	I
Commercial moving and freight terminals									II	I
Computer and electronic equipment and products									I	I
Food Products									I	I
Furniture and Fixtures									I	I
Junk or Salvage Yards										I

Laboratories for scientific research, testing and experimental development that can be performed with minimal adverse impact on, and pose no special hazard to, the environment and the community									I	I
<u>Marjuana Producer, Processor</u>									<u>I<sub>20</sub></u>	<u>I<sub>20</sub></u>
Mechanical, automotive, trucking, agricultural/forestry and contractors' or builders' equipment and supplies									I	I
Marine oriented commercial and industrial activities.									II <sub>10</sub>	II <sub>10</sub>
Micro Brewery*				II <sub>5,7</sub>			II	II	II	II
Printing and Publishing									I	I
Recycling centers						II	II		I	I
Sales of items manufactured on-site									II	II
Skating rink - indoor								II	III	III
Vehicle towing and storage services									II	II
Vocational Schools									I	I
Winery/brewery									I	I
Wood Products									I	I
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
<b>RETAIL TRADE AND SERVICE</b>										
Automobile sales—new or used					I		I	I	II	
Bed and Breakfast*	II	II		II <sub>1</sub>	I	I	I	I		
Brew/Pub				I	I	I	I	I		
Cart vendors				I	II	II	II	I	I	II
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
Cemeteries, Mausoleums and Columbaria	III	III								
Convenience stores including gasoline sales and/or a car wash facility					II	II	I			
Crematorium	III	III								
Entertainment (e.g., theaters, video game arcades, etc., except adult motion picture theaters and other uses as described in Chapter 17.30.040, <del>Sexually-Adult Oriented Business (SAOB) Overlay Zone</del> -(O))				I <sub>7</sub>	I	II	I	I		
Farmer's Market				I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>		
Fitness Center/Sports Club				II	II	II	I	I	II	
Formula take-out food restaurant with drive-through					I		I	I		
Formula take-out food restaurant <b>without</b> drive-through				I <sub>7</sub>	I		I	I		
Hotels, Motels, Inns*				I <sub>7</sub>	I		I	I		
Home Occupation, Major* (G, H)	II	II								
Home Occupation, Minor* (F, H)	I	I								
Kennels* (V)					II		II	II	II	
Minor Vessel Repair Shop						I	I		I	I
Mixed Commercial/Residential		III		I <sub>4,7</sub>	I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>	I <sub>4</sub>		
Mortuaries, Funeral Homes and Funeral Chapels	III	III		II <sub>5,7</sub>	II		II			
Personal services*				I <sub>5,7</sub>	I	I	I	I		
Pet Shop*				I	I	I	I	I		

Professional Offices		III		I <sub>7</sub>	I	I	I	I	II <sub>8</sub>	I <sub>8</sub>
Restaurants				I <sub>7</sub>	I		I	I	II <sub>11</sub>	II <sub>11</sub>
<u>Retail sales Marijuana</u>									<u>I<sub>20</sub></u>	<u>I<sub>20</sub></u>
Retail sales and services <b>with</b> drive-through businesses* (I)					I		I	I	II	
Retail sales and services <b>without</b> drive-through businesses				I <sub>7,12</sub>	I	I <sub>7</sub>	I	I		
Retail Sales & Services with screened outdoor storage				II <sub>5,7</sub>	II		II	II	I	I
Roadside Stands				I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>		
RV sales, storage and repair									I	I
Second Hand/Consignment Stores				I <sub>7,12</sub>	I	I <sub>7</sub>	I	I		
Sexually Oriented Business* (E)										
Small engine repair						I	I		I	
Taverns				I <sub>7</sub>	I		I	I		
Uses which service the automobile (e.g., gasoline service station, car wash, minor/major vehicle repair shops)					II	II <sub>13</sub>	I	I	I	
Veterinarian clinics* (V)						I <sub>7</sub>	II	II		
Caretaker Residence (K)									I	I
Temporary Uses (S)	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>	I <sub>17</sub>
Wholesale Sales with Limited Retail Sales							II	II	II	
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
<b>TRANSPORTATION</b>										
Park and ride lots*					II	II	I	II		
Park and ride lots, Shared Use*	II	II							II	I
Parking as principal use				II	I		I	I	II	I
Transit Facilities				I <sub>14</sub>						
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
<b>UTILITIES</b>										
Public and private utility buildings and structures (L)	II	II	II	II	II	II	II	II	II	II
Communication Antennas, Cat 1 (N)	I	I	I	I	I	I	I	I	I	I
Communication Antennas, Cat 2 (O)	II		II	I	I	I	I	I	I	I
Communication Antennas, Cat 3 (P)			II		II		II	II	I	I
Communication Towers and Monopoles (Q)			II <sub>19</sub>		II <sub>19</sub>		II <sub>19</sub>	II <sub>19</sub>	II <sub>19</sub>	II <sub>19</sub>
	<b>RSF</b>	<b>RMF</b>	<b>OPN</b>	<b>CTC</b>	<b>CWK</b>	<b>CNH</b>	<b>CSR</b>	<b>CMR</b>	<b>ILM</b>	<b>IGM</b>
<b>WHOLESALE TRADE-STORAGE</b>										
Self-service storage facilities; provided, that no outside storage is visible from adjoining properties and public rights-of-way						III			I	
Warehousing (wholesale, bulk retail and trade)								III		

I = Type I Permitted Use

II = Type II Administrative Use

III = Type III Conditional Use

\* = Defined Term

Letters and numbers refer to footnotes and regulatory notes within sections 17.15.030 and 17.15.040.

### Table 17.15.030 Footnotes

The following numbers correspond to the numbers identified at the intersection of land use and use district lines in Table 17.15.

1. Only existing residential uses are permitted. Standards applicable to the RSF-5 zoning district shall apply to such single-family dwellings.
2. Only existing duplex dwelling units are permitted.
3. Only one duplex unit allowed per legal parcel.
4. Commercial/residential mixed use developments; provided, that the residential units are located above the ground floor.
5. Not permitted on the ground floor on Pacific Avenue South between Oak and Maple Street.
6. Social and fraternal clubs and lodges the principal activity of which is a service customarily carried on as a business is not permitted.
7. Building footprints not exceeding five thousand square feet are permitted; provided, that facilities shall screen all outdoor storage except for outdoor storage for agricultural produce sales, or landscaping retail sales. Buildings of a footprint greater than five thousand square feet, but less than ten thousand square feet may be allowed through administrative review.
8. Use is limited to a shared-use in the same structure as a permitted use.
9. Such goods or products include:
  - a. Mechanical, automotive, marine, trucking, agricultural/forestry and contractors' or builders' equipment and supplies
  - b. Winery/brewery
  - c. Printing and publishing
  - d. Wood products
  - e. Furniture and fixtures
  - f. Computer and electronic equipment and products
  - g. Food products
10. Water dependent uses shall be confined to the designated Shoreline areas.
11. Food service is allowed as an administrative use for the convenience of employees and clearly subordinate to the primary use of the property. In reviewing the administrative use application for a food service use, the following standards shall apply:
  - a. The use is limited in size so that it functions as a service intended for the convenience of employees;
  - b. The use is located in the interior of the site and is fully screened from public streets;
  - c. No additional parking shall be allowed;
  - d. No additional signage is authorized;
12. In the Downtown Design Overlay District (DDO), retail use up to five-thousand-square-foot building footprint is permitted and between five-thousand-square-foot and fifteen-thousand-square-foot building footprint per building may be permitted through administrative review.
13. Use is restricted to minor auto repair services (lubrication and oil change, tune up). Any vehicles remaining on site for more than seventy-two hours shall be screened in accordance with outdoor storage development standards.
14. All public transportation stations shall be located at the city of Kelso multi-modal transportation facility.
15. Limited to no more than one sale for each quarter of the year and no sales event shall last more than two consecutive days.
16. Allowed in the RSF-15 zone only.
17. Requires a Temporary Use permit.
18. Active recreation facilities shall only be considered for location in designated city parks as listed in the adopted Park Plan.
19. Height up to a maximum 75', depending on coverage objectives.

20. Marijuana retail businesses are only permitted within the Adult Oriented Business Overlay Zone within these zones in accordance with KMC 17.45.040, and are further limited and regulated as provided in Chapter 17.45.

#### **17.15.040 Regulatory Notes**

The following regulatory notes apply to the corresponding uses listed in Table 17.15:

- A. Single-family dwellings shall be constructed consistent with the following standards:
  1. Only one dwelling unit allowed per legal parcel.
  2. Shall have a width of not less than 14 feet at the narrowest point of the first story (excluding architecturally designed entrance ways);
  3. Trailers, recreational vehicles or tents may not be used for human habitation or dwelling purposes
  4. Attached garages shall be placed in the rear of the lot if at all possible.
  
- B. Mobile Home Parks and Subdivisions are subject to following standards.
  1. The minimum site requirements for expansion of existing and proposed mobile home subdivisions are as follows:
    - a. Minimum zoning area: Three acres;
    - b. Density: As determined by the underlying zoning density requirement;
  2. No building or structure in a mobile home park or subdivision shall exceed the building height restrictions set forth for single-family residential dwelling units.
  3. Every mobile home park and subdivision locating within the city shall be connected to city sanitary sewers. This standard applies to any expansion of existing parks or subdivisions and to all proposed mobile home parks and subdivisions.
  4. Every mobile home park and subdivision, and/or expansion of the same, locating within the city shall be connected to the city water supply system.
  5. Every mobile home park and subdivision, and/or expansion of the same, locating within the city shall supply the necessary public power utilities to each and every unit proposed therein. Such utilities shall be placed underground except in those situations where this could be proven to be dangerous to humans and animals.
  6. All mobile home parks and subdivisions, and/or expansion of the same, shall submit, along with accompanying site development plans, proof of compliance with provisions for flood hazard protection as set forth in KMC 18.12.210 through 18.12.310.
  7. Not less than ten percent of the total gross buildable area of the park or subdivision shall be designed and maintained as a recreational area for the occupants of the park or subdivision. The location of the recreation area will be in a safe and secure area of the park or subdivision and separated from passing automobile traffic by a cyclone fence not less than four feet in height as measured from ground level.
  8. Setbacks in all mobile home parks and subdivisions shall be as follows:
    - a. Mobile home parks:
      - i. Front setback: Ten feet from front property line;
      - ii. Side setback: Five feet, including carports, garages and accessory buildings;
      - iii. Rear setback: Ten feet from rear property line.
    - b. Mobile home subdivisions:
      - i. Front setback: Twenty-five feet from front property line or fifty-five feet from street centerline, whichever is greater;
      - ii. Side setback: Five feet from each side property line;
      - iii. Rear setback: Fifteen feet from rear property line.
    - c. All setbacks shall be measured from the nearest corner or wall to the appropriate property or site line.

9. Permanent structures located within any mobile home space shall be used for storage only, have a maximum area of thirty-five square feet, and shall be located not less than six feet from any mobile home.
10. All mobile home park and subdivision streets and rights-of-way shall conform to the standards set forth in Title 16 of this code.
11. Access driveways shall be provided to each mobile home space and shall have a minimum width established by the city engineer;
  - a. No access driveway or curb cut providing ingress or egress to a mobile home park or subdivision shall be located closer than fifty feet from any public street intersection, as measured from the street right-of-way lines at the nearest side of the intersection;
  - b. Access drives and walkways within the park or subdivision shall be hard surfaced according to the specifications established by the city engineer.

C. Halfway houses, Group homes and Transitional housing are subject to the following standards

1. One off-street parking space is required for each on-shift, nonresidential employee in addition to the residential parking requirements. Residential driveways are acceptable access ways.
2. Access streets, parking and/or loading areas shall be sufficient to safely accommodate the number of estimated vehicle trips generated by the use.
3. No structured area for active play or play structures may be located in the front yard. In the event of double frontage or similar situations, the director or designee shall determine which yard would have the least visual impact to the neighborhood.
4. The site shall conform to the lot size, building size, setback and lot coverage requirements of the zoning district.
5. Provide an off-street drop-off/pick-up area;
6. Comply with all business licensing requirements;
7. No structural or decorative alteration is permitted in a residential zone if that alteration changes the residential character of an existing residential structure or is incompatible with surrounding residences;
8. An on-site vehicle turnaround, or separate entrance and exit points, and passenger loading area must be developed for review and approval by the city engineer;
9. The site must be landscaped in a manner compatible with adjacent residences in residential zone according to a plan approved by the community development department.

D. Day Care Centers (all types) shall meet the following standards:

1. Within Residential districts a sight-obscuring fence of at least four feet in height as approved by the review authority shall be provided to separate any outdoor play area from adjoining lots.
2. Structure(s) shall meet building, sanitation, health, traffic safety and fire code requirements.
3. A minimum of one off-street parking space shall be provided for each on-shift employee plus one space per twelve persons served.
4. An on-site vehicle turnaround, or separate entrance and exit points, and passenger loading area must be provided. The city shall specifically consider the location and appearance of the proposed turnaround or access in determining compatibility with surrounding uses.
5. A day care center shall not be located within three hundred feet of another day care center, except for any day care center that is an accessory use in a community service facility, as described in subsection g of this section.
6. No day care center shall be located in a private family residence unless the portion of the residence where the children have access is used exclusively for the children during the hours the center is in operation, or is separate from the usual living quarters of the family.
7. A day care center, if sited on the premises of an operating community service facility, such as a private or public school, place of worship, community center or library, and is associated with that activity, shall be considered accessory to the principal use of the property concerned.



E. Sexually Oriented Businesses are only permitted in accordance with the provisions of KMC 17.30.

F. Minor home occupations shall meet all of the following criteria:

1. Minor home occupations are limited to those of a service character, but may include limited retail sales directly related to the home occupation.
2. Minor home occupations shall be conducted within the dwelling unit and/or attached garage by members of the family residing in the dwelling only.
3. There shall be no outside storage of materials, supplies, or display of goods or equipment of any kind related to the minor home occupation, except for one commercial vehicle as it pertains to the home occupation.
4. Any need for any customer parking created by the home occupation shall be provided off street, in a location other than the required front yard setback.
5. No on street parking of commercial vehicles is allowed and adequate driveway parking space or abutting on street parking shall be required to accommodate peak traffic expectancy.
6. With the exception of existing driveways, no parking shall be allowed in setbacks or buffers.
7. Hours of operation shall occur between 7:00 a.m. and 10:00 p.m.
8. There shall be no exterior evidence of the home occupation other than a permitted sign, that would cause the premises to differ from its residential character (e.g., outward physical appearance; lighting; the generation/emission of noise, fumes, or vibrations as determined by the administrative official using normal senses and from any lot line; create visible or audible interference in radio or television reception or cause fluctuations in line voltage outside the home occupation; or on average increase vehicular traffic by more than two additional vehicles at any given time).

G. Major home occupations shall meet the following requirements:

1. Major home occupations may include services, small-scale retail sales of products, mail order businesses and storage of materials associated therewith.
2. Major home occupations shall be conducted by members of a family residing in the dwelling, except the administrative official may authorize the family to employ a limited number of non-resident individuals to assist with the home occupation on case by case basis.
3. A major home occupation may be conducted within the dwelling unit, attached garage, or a detached garage only. The outward appearance shall be secondary and subordinate to the primary use of the property and the purpose of the zoning district. There shall be no exterior evidence of the home occupation other than a permitted sign, that would cause the premises to differ from its residential character: (e.g., lighting; the generation/emission of noise, fumes, or vibrations as determined by the administrative official using normal senses and from any lot line; create visible or audible interference in radio or television reception or cause fluctuations in line voltage outside the home occupation; or on average increase vehicular traffic by more than two additional vehicles at any given time).
4. There shall be no outside storage of materials, supplies, or display of goods or equipment of any kind related to the home occupation, except one commercial vehicle as it pertains to the home occupation and employee parking.
5. Any need for customer or employee parking created by the home occupation shall be provided off street, in a location other than the required front yard setback.
6. No on street parking of commercial vehicles is allowed and adequate driveway parking space or abutting on street parking shall be required to accommodate peak traffic expectancy.
7. With the exception of existing driveways, no parking shall be allowed in setbacks or buffers.
8. Hours of operation shall occur between 7:00 a.m. and 10:00 p.m.

- H. Uses not permitted as home occupations. The following uses, by the nature of their operation or investment, have a pronounced tendency, once started, to increase beyond the limits permitted for home occupations, interfere with or impair the use and value of adjoining properties, or violate the restriction of no exterior evidence (e.g., outward physical appearance; outside storage of materials, supplies or vehicles; generate noise, dust, fumes, odors, electrical interference, vibrations, excessive traffic, etc.). Therefore, the uses listed below shall not be permitted as home occupations:
1. Beauty salons and barber shops with more than one chair;
  2. Gift, craft, second hand stores;
  3. Kennel;
  4. Large item repair, including stoves, refrigerators, washers and dryers, etc.;
  5. Towing services;
  6. Trucking businesses or storage, except for the parking or storage of one commercial vehicle used solely by the owner/operator residing on the premises;
  7. Veterinary clinic.
  8. Cabinet making, woodworking or carpentry shops;
  9. Antique shops;
  10. Health salons, spas, gymnasiums, martial arts schools, dance studios, aerobic exercise studios;
  11. Machine and sheet metal shops;
  12. Motor vehicle, trailer or boat maintenance, repair, detailing, paint, and body shops;
  13. Taxidermist;
  14. Upholstering
  15. Taxi Services
- I. Drive-in business require a minimum number of off-street queuing spaces to minimize traffic hazards, pedestrian-vehicle conflicts, and the disruption of the commercial area street front.
1. Drive-in businesses shall provide queuing spaces according to the following requirements:
    - a. Banks with drive-in facilities shall provide a minimum of five queuing spaces per lane when the number of lanes does not exceed two.
    - b. Banks with three or more drive-in lanes shall provide a minimum of three queuing spaces per lane.
    - c. Car washes shall provide a minimum of six queuing spaces.
  2. If the drive-in bank or car wash is located along either a principal arterial, a minor arterial or along a street with only one lane for moving traffic in each direction, the city engineer shall determine whether additional queuing spaces are necessary or whether access should be restricted.
  3. The city engineer shall establish the minimum number of queuing spaces needed for similar uses that are not listed above, using the quantities of subsection G1 as a guide
- J. Public utility buildings, sewage pumping stations, electrical distribution substations and similar developments necessary for the operation of utilities shall comply with the following requirements:
1. If the installation is housed in a building, the building shall conform architecturally with surrounding buildings or the type of buildings that are likely to develop in the use district;
  2. Any un-housed installation on the ground, or housed installation that does not conform to the architectural requirements of subsection J(1) of this section, shall be surrounded by sight-obscuring plantings;
  3. An un-housed installation of a dangerous nature, such as an electrical distribution substation, shall be enclosed by a cyclone security fence at least six feet in height;
  4. All buildings, installations and fences shall observe the yard requirements for buildings in the district in which they are located, except that in residential use districts, the side yards shall each be not less than twenty-five feet in width.

- K. Caretakers' and/or owners, operators residences are limited to one per parcel and are only permitted where there is a principal use on the subject parcel.
- L. Accessory buildings and structures shall not occupy any lot independent of the main building or structure. No permits will be issued for detached accessory buildings or structures unless a permit is also issued at the same time for the main building on the lot. No manufactured home, mobile home, trailer, bus, shipping container or railroad car may be stored, or converted to or used as a storage building, accessory building or for any other nonresidential use No detached accessory building or structure may occupy the front of any lot.
- M. Social Card Rooms: The location of any licensed gambling activity authorized by RCW 9.46.0282 as it now exists or is hereafter amended is prohibited within three thousand five hundred feet of the location of any other such gambling activity. Likewise, no such gambling activity shall be located on the same arterial street as any other such gambling activity. In addition to the foregoing, any establishment where such gambling activity is to be engaged in shall be subject to the issuance of a conditional use permit in accordance with established procedures.
- N. Wireless Communication Facility Category 1 is subject to the following standards:
1. The use shall be located on buildings or other structures. The Facility Category 1 may be located on buildings and structures that contain mixed uses.
  2. Antennas equal to or less than four feet in height and with an area of not more than five hundred eighty square inches in the aggregate (e.g., fourteen-inch diameter parabola or 2.6-foot by 1.5-foot panel) are exempt from the height limitation of the zone in which they are located. (For example, in some zones the maximum height of a building is thirty-five feet. A Facility I can go up to thirty-nine feet and still be within the height limit.) Placement of a Facility Category 1 antenna or related components on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.
  3. The shelter or cabinet used to house radio electronics equipment must be concealed from view and/or camouflaged. This can be accomplished through landscaping or other screening and through the use of compatible building materials.
  4. In single-family residential areas, a Facility I shall be separated from any other Facility I by a distance equal to or greater than five hundred linear feet.
  5. The Facility Category 1 antenna and components shall be the same color as the existing building, pole or support structure on which it is to be located.
  6. A building permit shall be required to construct a Facility I.
  7. Roof-mounted facilities must be set back a minimum of ten feet from the edge of the roof.
- O. Wireless Communication Facility Category 2 is subject to the following standards:
1. The Facility Category 2 antenna may be located on buildings and other structures.
  2. The shelter or cabinet used to house radio electronics equipment must be concealed from view and/or camouflaged. This can be accomplished through landscaping, fencing or other architectural screening by using compatible building materials.
  3. A Facility Category 2 antenna shall comply with the height limitation specified for all zones, except omni-directional antennas may exceed the height limitation by twelve feet. The permitted antenna height includes the wireless communication support structure. Placement of a Facility II antenna or related components on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.
  4. The Facility Category 2 antenna and components shall be the same color as the existing building, pole or support structure on which it is to be located.
  5. A building permit shall be required to construct a Facility 2.

6. Roof-mounted facilities must be set back a minimum of ten feet from the edge of the roof.
7. Category 2 facilities may be allowed in Residential zones through Type II review on buildings on lots used for non-residential purposes.

P. Wireless Communication Facility Category 3 is subject to the following standards:

1. The shelter or cabinet used to house radio electronics equipment must be concealed and/or camouflaged.
2. Facility Category 3 shall comply with the height limitation specified for all zones, except as follows: Omni-directional antennas may exceed the height limitation by fifteen feet. Placement of a Facility 3 antenna or related components on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.
3. The Facility Category 3 antenna and components shall be the same color as the existing building, pole or support structure on which it is to be located.
4. A building permit shall be required to construct a Facility Category 3.
5. Roof-mounted facilities must be set back a minimum of ten feet from the edge of the roof.

Q. Wireless Communication Facility Monopoles and Lattice Towers shall comply with the following performance standards:

1. The maximum height of a monopole or lattice tower is sixty feet for one carrier or one hundred twenty feet if two or more carriers are located on the monopole or lattice tower. A permitted co-location monopole or lattice tower that does not have two or more carriers located on it for a period of one year or more shall be modified to conform to the single carrier height of sixty feet.
2. The lot on which the monopole or lattice tower is to be constructed must be legally conforming.
3. The facility must be screened in accordance with KMC 17.40
4. Monopoles and lattice towers located in the light manufacturing (ILM) zone must be set back a minimum of one hundred feet from any residentially zoned property. The minimum setback along I-5 and/or SR-432 is one hundred feet.
5. Antennas that extend above the wireless communications support structure shall not be calculated as part of the height of a monopole or lattice tower.
6. Co-location on an existing support structure is to be permitted. A Facility 3 is the largest wireless communication facility allowed on a monopole or lattice tower.
7. The shelter or cabinet used to house radio electronics equipment and the associated cabling connecting the equipment shelter or cabinet to the monopole or lattice tower must be concealed and/or camouflaged through landscaping, fencing, or other screening using compatible building materials and colors.
8. A building permit shall be required to construct a monopole or lattice tower. (Ord. 3533 § 9, 2004)
9. Antennas may not extend more than fifteen feet above their supporting structure, monopole, lattice tower, building or other structure. Site location and development shall preserve the pre-existing character of the site as much as possible. Wireless communication towers and accessory equipment (equipment shelters and cabinets) shall be integrated through location, design, and color to blend in with the existing site characteristics to the extent practical. Existing vegetation around the facility shall be preserved or improved upon to provide vegetative screening. In the RSF-E zone, a minimum of two-thirds of the height of the monopole or lattice tower must be screened by existing vegetation when possible. Additional screening may be required by the community development director to mitigate visual impacts to adjacent properties or public rights-of-way as determined by site-specific conditions.
10. No equipment shall be operated above forty-five dba as measured from the nearest property line on which the attached wireless communication facility is located.

R. Livestock are allowed within the RSF-15 zone subject to the following densities and standards:

1. Horses: One per eighty-seven thousand one hundred twenty square feet of lot area to a maximum of two horses per lot; or
2. Cows: One per eighty-seven thousand one hundred twenty square feet of lot area to a maximum of two cows per lot; or
3. Llamas: Two per eighty-seven thousand one hundred twenty square feet of lot area to a maximum of four llamas per lot; or
4. Sheep: Four per eighty-seven thousand one hundred twenty square feet of lot area to a maximum of eight sheep per lot; or
5. Goats: Four per eighty-seven thousand one hundred twenty square feet of lot area to a maximum of eight goats per lot; or
6. Chickens: One rooster/six hens per eighty-seven thousand one hundred twenty square feet of lot area to a maximum of one rooster/six hens per lot; or
7. Pigeons: Twelve pigeons per twenty-one thousand seven hundred eighty square feet of lot area to a maximum of twenty-four pigeons per lot;
8. There must be a minimum distance of not less than forty feet between a building for human habitation and a structure housing livestock or poultry;
9. Livestock and poultry shall not be located any closer than one hundred feet from any residential building on an adjacent lot and no less than 50 feet from the property line of an adjacent vacant parcel capable of development. Confined feeding areas or structures to house livestock or poultry shall not be located closer than two hundred feet to any pre-existing residence on adjacent properties;

S. Temporary Uses.

1. There are two (2) types of temporary uses, seasonal and emergencies:
  - a. Seasonal uses are directed towards a special event or holiday such as:
    - i. Carnivals
    - ii. Christmas Tree Sales
    - iii. Farmer's Markets
    - iv. Festival or Street Fairs
    - v. Parking Lot/Outdoor Sales Events
    - vi. Seasonal sale of agricultural products grown off-premise
    - vii. A temporary sales office or mobile home in conjunction with a construction project; and
    - viii. Temporary fund-raising and other civic activities in commercial zoning districts
  - b. Emergency uses are occasioned by an unforeseen event, such as fire, windstorm or flood including:
    - i. A mobile home, recreational vehicle or other temporary structure for a residential purpose in a residential zone, or;
    - ii. A mobile office or other temporary structure for a business purpose in a commercial or industrial zone;
2. Nothing within this section is intended to circumvent the strict application of those permitted uses within the underlying zoning districts. Time limits shall be strictly enforced.
3. All temporary uses addressed in this section shall be located on private property and not in the public rights-of-way.
4. Approval Criteria.
  - a. Seasonal and special events. The administrative official shall approve, approve with conditions or deny a request for approval of a special event subject to compliance with all of the following criteria:
    - i. The event occurs for no longer than 45 days in a calendar year on the approved event site;
    - ii. The event is permitted in the underlying zoning district or within the approved event site;
    - iii. The applicant has proof of the property owner's permission to place the event on his/her property;

- iv. There will be no parking utilized by the customers and employees of the temporary event which is needed by the property owner to meet his/her minimum parking requirements;
  - v. The event does not interfere with adequate vision clearance, and shall not obstruct pedestrian access on public rights-of-way;
  - vi. Conditions as may be required by the building official and/or Fire Marshal to determine compliance with minimum building, fire and life safety codes; and
  - vii. Adequate provisions for trash disposal and sanitary facilities shall be provided.
- b. Unforeseen emergencies. The administrative official shall approve, approve with conditions or deny a request of an unforeseen/emergency situation(s) subject to compliance with of all of the following criteria:
- i. The need for the use is the direct result of a casualty loss such as fire, windstorm, flood or other severe damage by the elements of a pre-existing structure or facility previously occupied by the applicant on the premises for which the permit is sought;
  - ii. There exists adequate and safe vehicular ingress and egress when combined with the other uses of the property;
  - iii. There exists adequate parking for the temporary use;
  - iv. The use will pose no hazard to pedestrians in the area of the use;
  - v. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect adjoining uses;
  - vi. The use can be adequately served by sewer or septic system and water, if applicable; and
  - vii. The length of time that the temporary building will be used is the maximum needed to address the hardship but no longer than one year. With the exception that a temporary use approval may be renewed once by the Administrative Official for a period not to exceed one year.
4. The regulations in this section shall not apply to:
- a. Garage/estate sales conducted on private residential properties subject to the following criteria:
    - i. Sales last no longer than three (3) consecutive days; and
    - ii. Sales are held no more than four (4) times in a calendar year; and
    - iii. Sales are conducted on the owner's property. Multiple-family sales are permitted if they are held on the property of one of the participants.
    - iv. No garage sale signage is allowed within the public right-of-way. Signs on private property must have the written permission of the property owner.
  - b. On-site construction office during the period of construction, but no longer than six months. A single six month extension may be granted upon written request, provided the applicant shows good cause for granting the extension. The approved extension shall be the minimum necessary to achieve completion of the project.
- T. Not more than one accessory apartment, as defined, may be allowed on a parcel. The following criteria shall apply:
- 1. The accessory apartment shall be located within an owner-occupied, site-built single-family dwelling or its accessory garage within 50 feet of the primary residence.
  - 2. The accessory apartment shall not exceed 800 square feet and shall be reviewed to ensure compatibility with surrounding uses.
  - 3. One additional paved, off-street parking space is required.
  - 4. The accessory apartment shall share access with the primary dwelling.
  - 5. Adequate utility service shall be confirmed.
  - 6. A restrictive covenant shall be recorded on the property to preclude the separate sale or division of the accessory apartment from the single-family dwelling.

- U. The following criteria shall govern the review and approval of a temporary manufactured home, or park model (defined in 17.08.140), for occupancy by an aged, infirmed or incapacitated relative or by one or more relatives (by blood or marriage) engaged in care giving for the aged, infirmed or incapacitated person:
1. Such temporary home shall only be considered on residential properties of two acres or greater.
  2. Such home shall be for temporary placement for a period of one year, subject to review prior to renewal by the Administrative Official;
  3. The aged, infirmed or incapacitated person must be related by blood or marriage to the caregiver;
  4. The property must be owned by either the caregiver or the aged, infirmed or incapacitated relative;
  5. Such temporary permit shall be issued only for the purpose of providing one temporary housing unit on the same lot as the existing residence, in reasonably close proximity to each other, with the intent of sharing utility systems and to minimize negative effects on adjacent uses;
  6. If more than one residence already exists on the property, the Reviewing Official shall not issue a permit for a temporary unit under this section;
  7. Seventy-five (75) years of age is considered aged for purposes of this section. Individuals less than 75 years of age shall be required to furnish a written statement by a licensed medical doctor or osteopath, indicating that the patient is not physically or mentally capable of independent living and is dependent on a relative being close by for personal physical care assistance;
  8. The caregiver shall be physically capable of providing the needed personal physical care;
  9. Financial hardships, taking care of the property and other convenience arrangements not relating to age or infirmity shall not be considered grounds for which a permit can be issued;
  10. Sewage disposal shall be by connection to the existing sanitary sewer outlet located on the property. No additional side-sewer connections to the collector line shall be permitted, unless required otherwise by the City Engineer.
  11. The temporary unit shall conform to setback requirements of Kelso Municipal Code, and shall not be permitted within the 100-year floodplain or other critical area;
  12. Temporary manufactured homes shall meet the following siting requirements:
    - a. Have permanent steps or inclined planes affixed to all entrances;
    - b. Maintain a minimum eighteen inch crawl space under the entire unit;
    - c. Have permanent skirting or sidewalls installed to enclose all areas between the lower edge of the outside walls and the ground;
    - d. Be placed and anchored per the manufacturer's installation instructions or per the design of a professional engineer or architect licensed in Washington {WAC 296-150M-610 (1) (C)};
  13. If the placement of the temporary home would violate the provisions of any deed restriction or subdivision covenant for the property, the application shall be returned or denied without prejudice until the covenant issue is resolved;
  14. No additional road approaches, access roads or accessory structures to serve the temporary residence shall be permitted, unless determined to be acceptable by the City Engineer, as appropriate. The temporary unit shall be located within one hundred feet of the existing residence on the property unless this would conflict with subsection (11) above, or if other bonafide physical site constraints would prohibit compliance;
  15. A covenant, to which the City is a party, shall be recorded with the County Auditor stating that the temporary dwelling and any related improvements do not vest the property with any right to subdivide or convert the temporary dwelling to a permanent dwelling, except in conformance with the Kelso Municipal Code;
  16. The temporary unit shall be removed within 90 days if the temporary unit is no longer occupied by the person(s) for which the permit was issued, or the permit has expired and was not renewed.

- V. All kennels (as described in Section 17.08.120) and veterinarian clinics (as described in Section 17.08.230) shall be provided with indoor sleeping areas, in order to minimize nighttime noise impacts to neighboring properties.



**17.30.040 Sexually Adult oriented business overlay.**

A. The purpose of the sexuallyadult oriented business overlay is to regulate the location, permitting and operation of sexually oriented businesses and marijuana retail businesses in order to promote the health, safety and welfare of all city of Kelso citizens and in order to preserve and protect the quality of, and the quality of life in and around, all city of Kelso neighborhoods through effective land use planning and reasonable regulation in light of the findings adopted by the city council and to regulate the display of adult materials by other commercial establishments.

B. There is hereby created an sexuallyadult oriented business overlay zone within such geographic areas of the city as is identified on the official city zoning map of the city. Sexually oriented businesses and marijuana retail businesses may only locate within the sexuallyadult oriented business overlay zone.

C. Sexually Oriented Business Restrictions.

1. For the reasons stated in the recitals in the ordinance codified in this chapter, a person shall not use any property or premises for a sexually oriented business within the city except and only subject to all regulations, conditions, and within such geographical locations as are enumerated in the ordinance codified in this chapter.
2. No sexually oriented business shall locate within a distance of six hundred feet of an existing youth-oriented business or activity. Such distance shall be measured in a straight line from the nearest property line of the existing youth-oriented business to the nearest property line of the site upon which the proposed sexually oriented business proposes to locate.

D. Marijuana Retail Business Restrictions.

In addition to the zoning restrictions set forth in this Chapter, any marijuana retail business or land use shall further comply with KMC 17.45 and all other applicable requirements of the Kelso Municipal Code.

E. Regulated Uses.

The following sexually oriented businesses and marijuana retail businesses as defined in this Title are subject to the provisions and regulations contained in this chapter:

1. Adult arcade;
2. Adult bookstore, adult novelty store or adult video store;
3. Adult cabaret;

4. Adult motion picture theater;
5. Adult theater;
6. Nude/semi-nude model studio;
7. Adult motels/hotels.

| 8. Marijuana Retailer

| F. Adult Bookstores Not Incorporating Arcade Uses—Requirements. Adult bookstores, adult novelty stores or adult video stores not including or incorporating into the business conduct those activities described in the definition of adult arcade may locate or continue to operate within commercial zones of the city, as well as the sexually oriented business overlay zone; provided, however, such businesses locating within a commercial zone shall be subject to the following additional requirements: No building or structure used for an adult bookstore, adult novelty store or adult video store as defined in this chapter shall locate closer than one thousand two hundred feet from any other building or structure used for such purpose, nor shall such a business locate within six hundred feet of an existing church or school building, as measured in all compass directions from the exterior wall of the existing building to the closest property line of the subject building.

| G. Building Facades. All sexually oriented business building facades, exteriors, and exits must be indistinguishable from surrounding buildings; illustrations depicting partially or totally nude males and/or females shall not be posted or painted on any exterior wall of a building used for a sexually oriented business, or on any door or apparatus attached to such building.

| H. Signs for sexually oriented businesses shall be permitted as allowed in accordance with Chapter 17.62.

| I. Parking and Lighting Regulations for sexually oriented businesses. On-site parking shall be required and regulated in accordance with Section 17.40.060, and in addition shall meet the following requirements:

1. All on-site parking areas and premises entries of sexually oriented businesses shall be illuminated from dusk until one hour past closing hours of operation with a lighting system which provides an average maintained horizontal illumination of one foot-candle of light on the parking surface and/or walkways. An on-premises exterior lighting plan shall be presented to the city building department for approval prior to the operation of any sexually oriented business.
2. All parking must be visible from the fronting street. Access to the exterior rear of the building shall be denied to any persons other than employees and public officials during

the performance of their respective duties and tasks by means of a fence, wall or other device as approved by the city building department.

**J.** Number of Permitted Uses per Structure. There shall be no more than one sexually oriented business operating in the same building, structure or portion thereof. In addition, there shall be no other nonsexually oriented business operating in the same building, structure or portion thereof in which a sexually oriented business is currently operating.

**K.** Violation—Penalty. Any person violating any provision(s) of this chapter shall be guilty of a misdemeanor. Any person convicted of such a violation shall be punished by a fine of not more than one thousand dollars or a jail term of not more than one year, or both. Each such person is guilty of a separate misdemeanor for each and every day which any violation of this chapter is committed, continued or permitted by any such person and said person shall be punished accordingly.

**L.** Public Nuisance—Injunctions. Any sexually oriented businesses and marijuana retail businesses in violation of this chapter shall be deemed a public nuisance, which, in addition to all other remedies, may be abated by injunctive relief.

**Chapter 17.45**  
**MARIJUANA RELATED LAND USES**

Sections:

- 17.45.010 Purpose.
- 17.45.020 Location Criteria for Marijuana Land Uses.
- 17.45.030 Business License.
- 17.45.040 Recreational Marijuana Land Uses Allowed in Identified Zones.
- 17.45.050 Signs and Advertising.
- 17.45.060 Security Requirements.
- 17.45.070 Report of Disturbances and Unlawful Activity.
- 17.45.080 No Non-conforming Uses.
- 17.45.090 Enforcement.

**17.45.010 Purpose.**

- A. The purpose of this Ordinance is to establish where recreational marijuana producers, processors and retail outlets may locate in the City, and to describe the restrictions upon such uses.
  
- B. The production, processing and retailing of marijuana remains illegal under federal law. The purposes of this Chapter is solely to acknowledge the enactment by Washington voters of Initiative 502 and Initiative 692 and a state licensing procedure; and to permit, but only to the extent required by state law, marijuana producers, processors, retailers, to operate in designated zones of the City. No part of this Ordinance is intended to or shall be deemed to conflict with federal law, in accordance with U.S. Department of Justice enforcement guidelines, including but not limited to, the Controlled Substances Act, 21 U.S.C. Section 800 *et seq.*, the Uniform Controlled Substances Act (chapter 69.50 RCW) nor to otherwise permit any activity that is prohibited under either Act, or any other local, state or federal law, statute, rule or regulation. Nothing in this Ordinance shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana in any manner not authorized by Chapter 69.51A RCW or chapter 69.50 RCW. Nothing in this Ordinance shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or that creates a nuisance, as defined herein. It is the intention of the City Council that this Ordinance be interpreted to be compatible with federal and state enactments and in furtherance of the public purposes that those enactments encompass.

**17.45.020 Location Criteria for Recreational Marijuana Land Uses.**

- A. No recreational marijuana producer, processor or retail outlet may located within one thousand (1,000) feet of any of the following:
  - 1. Elementary or secondary school;
  - 2. Playground;
  - 3. Recreation center or facility;
  - 4. Child care center;
  - 5. Public park;

6. Public transit center;
7. Library; or
8. Any game arcade (where admission is not restricted to persons age twenty-one or older).

The distances described above shall be computed by direct measurement as follows: The distance shall be measured as the shortest straight line distance from the property line of the licensed premises to the property line of the above listed facility or facilities.

- B. No recreational marijuana producer, processor or retail outlet may locate within two hundred and fifty (250) feet of any of the following;
  1. Any residential zone.
  2. Any mobile home or RV park.
- C. The distances described in sections A and B above shall be computed by direct measurement as follows: The distance shall be measured as the shortest straight line distance from the property line of the licensed premises to the property line of the above listed facility or facilities.
- D. No recreational marijuana producer, processor or retail outlet may locate within any residential unit in the City and such uses are expressly prohibited in all zones except those specifically designated in 17.45.040.

**17.45.030 Business License.**

- A. A valid, current license is required from the Washington State Liquor Control Board for operation of any recreational marijuana, producer, processor or retail outlet.
- B. A business license is required from the City for operation of any recreational marijuana producer, processor or retail outlet.

**17.45.040 Recreational Marijuana Land Uses Allowed in Identified Zones.**

- A. Recreational marijuana production is a permitted use for those properties in the ILM (Industrial Light Manufacturing and the IGM (Industrial General Manufacturing) zoning districts, subject to compliance with this chapter and all other applicable requirements of the Kelso Municipal Code.
- B. Recreational marijuana processing is a permitted use in the ILM (Industrial Light Manufacturing) and the IGM (Industrial General Manufacturing) zoning districts, subject to compliance with this chapter and all other applicable requirements of the Kelso Municipal Code.
- C. Recreational marijuana retail outlets or retail uses are a permitted use in the Adult Oriented Business Overlay zoning district, subject to compliance with this chapter, Chapter 17.30.040, and all other applicable requirements of the Kelso Municipal Code.

- D. All marijuana grow operations shall be located indoors. Outdoor grow operations are prohibited.

**17.45.050 Signs and Advertising.**

- A. All signage and advertising for a recreational marijuana processor, producer or retail outlet shall comply with the applicable provisions of the Code, the Sign Code, Zoning Code and WAC 314-55-155 (and all applicable rules for city, state, and federal regulations).

**17.45.060 Security Requirements.** Security measures at all licensed premises shall comply with the requirements of WAC 314-55-083 (and all applicable rules for city, state and federal regulations).

**17.45.070 Report of Disturbances and Unlawful Activity.**

- A. All licensees and any agent, manager or employee thereof shall immediately report to the City Police Department any disorderly act, conduct or disturbance and any unlawful activity committed in or on the licensed and permitted premises, including, but not limited to any unlawful resale of marijuana, and shall also immediately report any such activity in the immediate vicinity of the business.
- B. Each licensee shall post and keep at all times visible to the public in a conspicuous place on the premises a sign with a minimum height of fourteen (14) inches and a minimum width of eleven (11) inches with each letter to be a minimum of one-half (1/2) inch in height, which shall read as follows:

**WARNING:**

The City of Kelso Police Department must be notified of all  
Disorderly acts, conduct or disturbances and  
All unlawful activities which occur on or within the premises  
Of this licensed establishment.

- C. It shall not be a defense to a prosecution of a civil infraction under this Section that the licensee was not personally present on the premises at the time such unlawful activity, disorderly act, conduct or disturbance was committed; however, no agent or employee of the licensee shall be personally responsible for failing to report any disorderly act, conduct or disturbance and any unlawful activity hereunder if such agent, servant or employee was absent from the premises at the time such activity was committed.

**17.45.080. No Non-conforming Uses.**

No use that constitutes or purports to be a marijuana producer, marijuana processor, marijuana retailer, or collective garden, as those terms are defined in this Chapter, that was engaged in that activity prior to the enactment of this Chapter shall be deemed to have been a legally established use under the provisions of the Kelso Municipal Code, and that use shall not be entitled to claim legal non-conforming status.

**17.45.090. Enforcement.**

- A. Violations of the Section including the Sign Code or Zoning Code shall result in a Class 1 Civil Infraction as defined by RCW 7.80.120, with each day of violation being a separate infraction. The City may enforce this section pursuant to RCW 7.80. For violations of WAC 314-55-155 and 314-55-525, the City may report the violation to the State Liquor Control Board.
  
- B. In addition to any other applicable remedy and/or penalty, any violation of this section is declared to be a public nuisance per se, and may be abated by the city under the applicable provisions of the Kelso Municipal Code or state law
  
- C. Nothing in this Chapter shall be construed as a limitation on the City's authority to abate any violation which may exist from the cultivation of marijuana from any location, including from within a fully enclosed and secure building.

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

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**SUBJECT TITLE:**

Move to approve on first reading

**AN ORDINANCE OF THE CITY OF KELSO AMENDING THE KELSO MUNICIPAL CODE TO REPEAL CHAPTER 9.20 DRUG PARAPHERNALIA AND CHAPTER 9.24 MARIJUANA AND AMEND CHAPTER 9.04 STATE CRIMINAL STATUTES ADOPTED, TO BRING THE MUNICIPAL CODE INTO CONFORMANCE WITH CURRENT STATE MARIJUANA AND DRUG PARAPHERNALIA STATUTES**

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

**Dept. of Origin:** City Attorney

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

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

**City Manager:** Stephen Taylor

**PRESENTED BY:** Janean Parker

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**AGENDA ITEM ATTACHMENTS:**

Proposed Ordinance

**SUMMARY STATEMENT:**

During a review of the code as a part of the zoning code changes, staff determined that another provision of the code, at Title 9, contained regulations related to possession of marijuana and drug paraphernalia. Title 9 contains Chapter 9.24 prohibiting the possession of marijuana and Chapter 9.20 prohibiting drug paraphernalia. In light of recent state initiatives and statutory changes, these Chapters are no longer consistent with State law. The proposed ordinance repeals these chapters of the municipal code and in their place makes references to the current state law for prohibited activities related to possession of marijuana and drug paraphernalia. These changes have been reviewed and are recommended by the City Attorney and the City Prosecutor.

**FINANCIAL SUMMARY:**

**OPTIONS:**

Do nothing—existing code provisions would remain, but be in conflict with State law

Pass the proposed ordinance

Direct staff to bring back further changes.

**RECOMMENDED ACTION:**

Move to approve on first reading an ordinance amending Title 9 of the municipal code related to marijuana and drug paraphernalia possession.



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

**AN ORDINANCE OF THE CITY OF KELSO AMENDING THE KELSO MUNICIPAL CODE TO REPEAL CHAPTER 9.20 DRUG PARAPHERNALIA AND CHAPTER 9.24 MARIJUANA AND AMEND CHAPTER 9.04 STATE CRIMINAL STATUTES ADOPTED, TO BRING THE MUNICIPAL CODE INTO CONFORMANCE WITH CURRENT STATE MARIJUANA AND DRUG PARAPHERNALIA STATUTES**

WHEREAS, the voters of the State of Washington approved Initiative 692 relating to the medical use of marijuana, and Initiative 502 relating to the recreational use of marijuana, providing a framework under which marijuana producers, processors and retailers can become licensed by the State of Washington; and

WHEREAS, these initiatives have been codified under state law, in part at RCW 69.50; and

WHEREAS, the regulation of marijuana and drug paraphernalia are governed by the Uniform Controlled Substances Act at RCW 69.50; and

WHEREAS, Kelso Municipal Code Chapter 9.20 Drug Paraphernalia does not reflect current State law related to the regulation of drug paraphernalia; and

WHEREAS, the Kelso Municipal Code 9.24 Marijuana does not currently reflect current State law related to the possession of marijuana; and

WHEREAS, the City Council wishes to repeal Chapters 9.20 and 9.24 and amend Chapter 9.04 to refer to the Uniform Controlled Substances Act of RCW 69.50 to bring municipal regulations into conformance with current State law;

NOW, THEREFORE,

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

**SECTION 1. Repealing Chapter 9.20 Drug Paraphernalia.** That Kelso Municipal Code Chapter 9.20 Drug Paraphernalia is hereby repealed.

**SECTION 2. Repealing Chapter 9.24 Marijuana.** That Kelso Municipal Code

Chapter 9.24 Marijuana is hereby repealed.

**SECTION 3. Amending Chapter 9.04 State Criminal Statutes Adopted.**

That Kelso Municipal Code Chapter 9.04, Section 9.04.010 is hereby amended as set forth below:

Pursuant to the authority contained in RCW 35A.13.180, there is hereby adopted by this reference the following Washington State statutes as though each was set forth in full herein, together with any and all amendments hereafter made to said statutes by the Legislature:

- 7.80.160 Notice, failure to sign, nonappearance—Failure to satisfy penalty.
- 9.03.010 Abandoning, discarding refrigeration equipment.
- 9.03.020 Permitting unused equipment to remain on premises.
- 9.03.040 Keeping or storing equipment for sale—Defense.
- 9.40.100(1) Tampering with fire alarm or equipment—False alarm.
- 9.41.180 Setting spring trap.
- 9.41.230 Aiming or discharging firearms.
- 9.41.250 Dangerous weapons.
- 9.41.260 Dangerous exhibitions.
- 9.41.270 Carry or exhibit dangerous weapon.
- 9.41.280 Carrying dangerous weapons on school facilities.
- 9.45.062 Failure to deliver leased personal property.
- 9.45.240 Fraud—Telephone service.
- 9.46.170 Gambling commission—False entries or refusal to produce records.
- 9.46.185 Aid and abet gambling violation.
- 9.46.190 Fraud or deceit—Gambling.
- 9.46.195 Obstruction of public servant—Gambling.
- 9.46.196 Cheating other participant—Gambling.
- 9.46.198 Working in gambling activity without license.
- 9.46.240 Gambling information, transmitting or receiving.
- 9.61.230 Telephone calls to harass.
- 9.61.240 Permit telephone calls to harass.
- 9.61.250 Where deemed committed.
- 9.91.020 Operating railroad, steamboat, vehicle, etc., while intoxicated.
- 9.91.025 Unlawful bus conduct.
- 9.91.060 Leaving children unattended in parked automobile.
- 9A.36.041 Assault in the fourth degree.
- 9A.36.050 Reckless endangerment.
- 9A.36.070 Coercion.
- 9A.36.150 Interfering with the reporting of domestic violence.
- 9A.40.070 Custodial interference—Second degree.
- 9A.44.130 Sex offender—Fail to register.
- 9A.46.020 Harassment definition.
- 9A.46.030 Place where committed.

9A.46.040 Court-ordered requirements upon person charged.  
9A.46.060 Crimes included in harassment.  
9A.46.080 Order restricting contact—Violation.  
9A.46.110 Stalking.  
9A.48.050 Reckless burning in the second degree.  
9A.48.090 Malicious mischief in the third degree.  
9A.50.020 Interfere with health care facility.  
9A.50.030 --- Penalty.  
9A.52.060 Burglar tools.  
9A.52.070 Criminal trespass—First degree.  
9A.52.080 Criminal trespass—Second degree.  
9A.52.100 Vehicle prowling—Second degree.  
9A.56.010 and  
9A.56.020 Theft—Definitions and defense.  
9A.56.050 Theft—Third degree.  
9A.56.060 Unlawful issuance of bank checks.  
9A.56.170 Possessing stolen property—Third degree.  
9A.56.180 Obscuring identification of machine.  
9A.56.220 Theft of cable television services.  
9A.60.040 Criminal impersonation.  
9A.72.040 False swearing.  
9A.72.150 Tampering with physical evidence.  
9A.76.020 Obstructing a public servant.  
9A.76.030 Refusing to summon aid for a peace officer.  
9A.76.040 Resisting arrest.  
9A.76.050 Rendering criminal assistance—Definition.  
9A.76.060 Rendering criminal assistance—Relative.  
9A.76.070 Rendering criminal assistance—First degree.  
9A.76.080 Rendering criminal assistance—Second degree.  
9A.76.090 Rendering criminal assistance—Third degree.  
9A.76.100 Compounding.  
9A.76.130 Escape—Third degree.  
9A.76.160 Introducing contraband.  
9A.76.175 Making false or misleading statement to a public servant.  
9A.84.010 Riot.  
9A.84.020 Failure to disperse.  
9A.84.030 Disorderly conduct.  
9A.84.040 False reporting.  
9A.88.010 Indecent exposure.  
9A.88.030 Prostitution.  
9.68A.090 Communication with minor for immoral purposes.  
10.14.120 Anti-harassment—Civil temporary order.  
10.14.170 Civil anti-harassment.  
10.99.040 District court protection order.  
10.99.050 Violation—Condition of sentence.  
26.28.080 Selling or giving tobacco to minors.  
26.28.085 Applying tattoo to a minor.  
26.50.110 Superior court—Protection order—Violation.  
13.32A.080 Harboring runaway.

- 46.16.010(2) Trip permit violation.
- 66.44.200 Selling liquor to intoxicated person.
- 66.44.270 Furnish, possess, use alcohol—Minor.
- 69.50.4013 Possession of a controlled substance—Penalty—Possession of useable marijuana or marijuana infused product
- 69.50.4014 Possession of forty grams or less of marijuana—Penalty
- 69.50.412 Prohibited acts: E--Penalties
- 69.50.420 Violation—Juvenile driving privileges
- 69.50.425 Misdemeanor violations – Minimum penalties
- 69.50.445 Opening a package of or consuming marijuana, useable marijuana, or marijuana-infused product in view of general public--Penalty
- 70.155.080 Possession of tobacco by minors.

**SECTION 4. Severability.** The provisions of these Ordinances 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. 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:** 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:** March 18, 2014 \_\_\_\_\_

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

**PRESENTED BY:**

Steve Taylor

**City Attorney:** Janean Parker

**City Manager:** Steve Taylor

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**Agenda Item Attachments:**

Proposed Resolution

Exhibit A – Master Fee Schedule

Exhibit B – Park Fee Schedule Comparison

Exhibit C – Engineering Fee Schedule Comparison

**SUMMARY STATEMENT:**

On January 7, 2014, the council adopted Resolution No. 14-1108 amending the City's Master Fee Schedule. The amendment included fees for renting City meeting rooms and special event permits under Schedule B – Other Fees, as well as park rental fees. The proposed resolution would amend the Master Fee Schedule to include a more exhaustive list of business licensing fees and other administrative fees under Schedule B as well as the addition of Schedule I – Engineering Fees. Additionally a more simplified and user-friendly fee schedule was adopted at the February 20<sup>th</sup> Park Board meeting and was recommended for adoption by Council. The recommended fees will be included in the adoption of this resolution and incorporated in the City's Master Fee Schedule as Schedule G.

**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 park rental fees, engineering fees, and other administrative fees.

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. 14-1108.

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

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

\_\_\_\_\_

\_\_\_\_\_

MAYOR

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

**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	9
Schedule F: Planning	10
Schedule G: Park Facilities	11
Schedule H: Library	12
Schedule I: Engineering	14

## 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**

(RESERVED)

## **Schedule E – Water and Sewer**

(RESERVED)

## **Schedule F – Planning**

(RESERVED)



## 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> \$1200.00</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 charges 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>	
<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	\$150
Water Extension of the City Main	\$500 for first 100', \$0.50 per foot thereafter
Fire Sprinkler Vault	\$500
<b>Sewer</b>	
Sewer Service Installation	\$300
Sewer Extension of the City Main	\$500 for first 100', \$0.50 per foot thereafter
<b>Stormwater</b>	
Stormwater Onsite Pipe	(See Separate Worksheet)
Stormwater Extension of the City 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
<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

<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>	

## Schedule G – Park Facilities

### *Existing Park Rental Fees*

Group Category	Tam O'Shanter Meeting Room	Rotary Covered Area	Tam O'Shanter Covered Area	Catlin Hall Outside 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	Fee Waived	Fee Waived
II. Non-profit organizations who charge membership fees, request donations and/or schedule fundraisers, including church organizations	\$10.00 per day	\$50.00* for (4) hours of use or part thereof.	\$75.00* for (4) hours of use or part thereof.	\$30.00 per day	Fee Waived
III. Non-profit organizations using other park facilities for 30 hours or more each month, which provides extension of recreational and cultural service.	Fee Waived	\$50.00* for (4) hours of use or part thereof.	\$75.00* for (4) hours of use or part thereof.	\$30.00 per day	Fee Waived
IV. Private parties and/or clubs	\$15.00 per day	\$60.00* for (4) hours of use or part thereof.	\$100.00* for (4) hours of use or part thereof.	\$50.00 per day	\$.005 per square foot of reserved area
V. Commercial and/or profit groups providing recreational and cultural service not otherwise offered by the park and recreation department	\$10.00 per day	\$75.00* for (4) hours of use or part thereof.	\$110.00* for (4) hours of use or part thereof.	\$40.00 per day	\$.005 per square foot of reserved area

and using facilities					
VI. Commercial and/or profit groups providing other than recreation services and/or other groups not covered by category I, II, III, IV, or V. Groups using large covered area will be charged a fee	1-50 people \$20.00 per day	\$75.00* for (4) hours of use or part thereof.	\$110.00* for (4) hours of use or part thereof.	\$100.00 per day	\$.005 per square foot of reserved area
VII. Groups using facility less than 4 hours per week. This applies to commercial profit groups only	\$12.50 per day	\$60.00* for (4) hours of use or part thereof.	\$100.00* for (4) hours of use or part thereof.	\$25.00 per day	\$.005 per square foot of reserved area

VIII. League Field Use	Ball Park(s)
Annual fees charged for Bambino	\$1,100.00 (4 fields)
Annual fees charged for girls softball	\$950.00 (3 fields)
Annual fees charged for Babe Ruth	\$1,100.00 (Rister)
Annual fees charged for Kelso Soccer Club	\$400.00 (2 fields)
Semi- Annual Boxing Club	\$300.00

\* Non-city resident add \$10% fee

\*\* If maintenance or security people are required, a charge for actual costs incurred will be paid by user, subject to a deposit as deemed appropriate by the Public Works Director.

### ***Proposed Park Rental Fees***

<b>Group Category</b>	<b>Rotary Covered Area</b>	<b>Tam O'Shanter Covered Area</b>	<b>Other Park Reservation</b>
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> \$1200.00</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 charges for Boxing Club	\$300.00



Exhibit C

**Current Engineering Fees**

<b>Grading Plan Review Fees</b>	
50 cubic yards (38.2 m <sup>3</sup> ) or less	No Fee
51 to 100 cubic yards (40 m <sup>3</sup> to 76.5 m <sup>3</sup> )	\$23.50
101 to 1,000 cubic yards (77.2 m <sup>3</sup> to 764.6 m <sup>3</sup> )	\$37.00
1,001 to 10,000 cubic yards (765.3 m <sup>3</sup> to 7,645 m <sup>3</sup> )	\$49.25
10,001 to 100,000 cubic yards (7,646.3 m <sup>3</sup> to 76,455 m <sup>3</sup> )	\$49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fractions thereof
100,001 to 200,000 cubic yards (7,646.3 m <sup>3</sup> to 76,455 m <sup>3</sup> )	\$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fractions thereof
200,001 cubic yards (152,911 m <sup>3</sup> ) or more	\$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 cubic yards or fractions thereof

<b>Grading Permit Fees</b>	
50 cubic yards (38.2 m <sup>3</sup> ) or less	\$23.50
51 to 100 cubic yards (40 m <sup>3</sup> to 76.5 m <sup>3</sup> )	\$37.00
101 to 1,000 cubic yards (77.2 m <sup>3</sup> to 764.6 m <sup>3</sup> )	\$37.00 for the first 100 cubic yards plus \$17.50 for each additional 100 cubic yards or fractions thereof
1,001 to 10,000 cubic yards (765.3 m <sup>3</sup> to 7,645 m <sup>3</sup> )	\$194.50 for the first 1,000 cubic yards plus \$14.50 for each additional 1,000 cubic yards or fractions thereof
10,001 to 100,000 cubic yards (7,646.3 m <sup>3</sup> to 76,455 m <sup>3</sup> )	\$352.00 for the first 10,000 cubic yards plus \$66.00 for each additional 10,000 cubic yards or fractions thereof
100,001 cubic yards (7,646.3 m <sup>3</sup> ) or more	\$919.00 for the first 100,000 cubic yards plus \$36.50 for each additional 10,000 cubic yards or fractions thereof

**Right-of-Way Permit Fees**

<b>Franchise Holder</b>	
All permits for the installation, repair, replacement or removal of a utility service or utility boring, main, driveway, sidewalk, curb, drain or other similar improvements	Base Fee: \$25.00
All permits in excess of 100 lineal feet requiring an examination, plan approval, and inspection	\$25.00 for each 100 lineal feet or portion thereof
<b>Non-Franchise Holder</b>	
All permits issued where soils are excavated, embankments are constructed for the installation,	

repair, replacement or removal of a utility service or utility boring, main, driveway, sidewalk, curb, drain or other similar improvements will be charged the following fees:		
Plan Review & Administration Fee:	\$25.00 per 100 feet of effected right-of-way or portion thereof or \$50.00 whichever is greater	
Inspection fee per listed item (water, drainage, sidewalk, driveway)	\$25.00 per 100 feet of effected right-of-way or portion thereof or \$50.00 whichever is greater per item	
Installation of side-sewer using existing connection Inspection fee	Inside City Limits:	\$100.00
Utility connections outside City Limits	\$50.00 per connection	
Additional inspections cause by defective materials or workmanship	\$50.00 per visit to be billed if required	
Total project value of \$500.00 or less as calculated by the City Engineer.	\$25.00 - No other fees shall apply	

<b>Engineering Commercial Design Review Fees</b>		
<b>Application Description</b>	<b>Application Review</b>	<b>Construction Permit</b>
Street or Alley Vacation	\$250	
Draft Site Plan (right-of-way permit determination)	\$300	
Construction Drawing	N/A	KMC 12.10
Final Subdivision Plat	\$300 + \$15/Lot	N/A
Subdivision Preliminary Plat	\$1,150 + \$110/Lot	KMC 12.10
Short Plat	\$500	KMC 12.10
*Pre-application	\$50 + \$16/Lot	N/A
*Traffic Study, Stormwater SEPA Reviews (as determined in pre-app meeting)		
Type 1	\$250	N/A
Type 2	\$1,000	N/A
Type 3 & 4	\$700	N/A

**TYPE 1**

The following shall be classified as Type 1 site plan reviews:

- a. New construction or expansion of existing construction which do not exceed:
  - (i) Four thousand square feet of new floor area; and
  - (ii) Less than twenty parking spaces; and
  - (iii) Four new multifamily residential units, except as exempted below;

**TYPE 2**

These types of review are typically more substantial in nature and may have potential incompatibility with surrounding zoning or land uses or may have a more substantial impact on the natural and built environment. The following shall be classified as Type 2 site plan reviews:

- a. Any development which is not listed as a Type 1 site plan above or exempted below;  
and
- b. Any development subject to SEPA; and
- c. Any development applications that will generate 25 or more total weekly morning or evening peak hour trips; and
- d. Any development located on a parcel which abuts a contrasting zone as follows;
  - (i) Any multifamily designation which abuts a single-family designation and is not listed as a Type 1 action; and
  - (ii) Any industrial designation which abuts any commercial designation or vice versa; and
  - (iii) Any commercial zone which abuts any residential zone; and
  - (iv) Any industrial zone which abuts a residential zone.

\*The following shall be exempt:

- 1. Single-family detached, duplex and triplex residential dwellings;
- 2. Construction exempt from review under applicable building and fire codes;
- 3. Modifications to the interior of an existing structure that does not change the use or the impact of use (i.e. footprint, type, occupancy, ADT, parking, or utility capacity);
- 4. Other development determined by the planning and/or Public Works Director after pre-application input to be exempt because it does not result in an increase in land use activity or intensity or in an adverse impact.

Stormwater projects that disturb less than 5,000 square feet of land or create/replace less than 5,000 square feet of impervious surfaces.

## **Proposed Engineering Fees**

<b>Civil Engineering Permit Fees</b>	
<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	\$150
Water Extension of the City Main	\$500 for first 100', \$0.50 per foot thereafter
Fire Sprinkler Vault	\$500
<b>Sewer</b>	
Sewer Service Installation	\$300
Sewer Extension of the City Main	\$500 for first 100', \$0.50 per foot thereafter
<b>Stormwater</b>	
Stormwater Onsite Pipe	(See Separate Worksheet)
Stormwater Extension of the City 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
<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

<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
<p>Notes:</p> <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>	