

CITY COUNCIL AGENDA

Meeting: Monday December 2nd, 2024, at 6:00 PM

Location: City Hall Council Chambers

WEBINAR LINK: https://us02web.zoom.us/j/87640439495

If you would like to be added to our "Speakers List" your request must be received by 4:00 pm on November 18th, 2024. Your request must include the following: meeting date, your first and last name, city of residence, agenda item(s) that you would like to provide comment on, and the telephone number you will be calling from. Please email this information to clerk@cityofraymond.com. For a list of public meeting guidelines please visit the following link <u>PUBLIC-COMMENT.pdf (cityofraymond.com)</u>

*Please note that the information you provide may be subject to disclosure pursuant to Washington State's Public Record Act, chapter 42.56 RCW.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL AND DETERMINATION OF A QUORUM
- 4. APPROVAL OF AGENDA, CONSENT AGENDA, AND THE MINUTES OF NOVEMBER 18th, 2024, REGULAR COUNCIL MEETING AND NOVEMBER 19TH, 2024 SPECIAL MEETING
- 5. CORRESPONDENCE
- 6. ITEMS FROM THE PUBLIC
- 7. EXECUTIVE SESSION-Potential Litigation
- 8. ORDINANCE #1942: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON ADOPTING REVISED APPROPRIATIONS AND EXPENDITURES TO BE MADE IN CALENDAR YEAR 2024
 Second Reading
- 9. RESOLUTION 2024-05: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON PROVIDING A DEVELOPMENT FEE SCHEDULE IN CONJUCTION WITH THE RAYMOND MUNICIPAL CODE-Action
- 10. WCDA DEVELOPMENT AGREEMENT-Action
- 11. DEPARTMENT HEAD REPORTS
 - a. Fire Chief Bill Didion
 - b. Police Chief Pat Matlock
 - c. Public Works Director Eric Weiberg
 - d. Deputy Clerk Debra Pearson
- 12. MAYOR'S REPORT
- 13. PUBLIC COMMENT ON CURRENT AGENDA ITEMS

Next Regular Scheduled Council Meeting

Monday, January 6th, 2025, at 5:00 PM

The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.



- 14. COUNCIL COMMENTS
- 15. FUTURE AGENDA TOPICS
- 16. ADJOURNMENT



RAYMOND CITY COUNCIL MEETING

DECEMBER 2ND, 2024

CONSENT AGENDA

APPROVAL OF CLAIMS:

CLAIMS#74316-CLAIMS #74368

\$198,577.46

APPROVAL OF PAYROLL CLAIMS:

CLAIMS #74308-CLAIMS #74315 (Direct Deposit included)

\$222,971.14



Register

Amira	Teme	Filtro-1400 Stealfollon	(એક્ટ્રોલર્જ)
74308	OREGON DEPT. OF JUSTICE	2024 - November 2024 - 2nd Council	\$339.00
74309	TEAMSTERS Local #252	2024 - November 2024 - 2nd Council	\$636.00
<u>74310</u>	THORBECKES FITNESS	2024 - November 2024 - 2nd Council	\$374.70
<u>74311</u>	WSCFF Emp Benefit Trust/MERP	2024 - November 2024 - 2nd Council	\$1,200.00
<u>74312</u>	Boggs, Arlie H.	2024 - November 2024 - 2nd Council	\$2,954.25
<u>74313</u>	Freeman, Jaxson G	2024 - November 2024 - 2nd Council	\$394.17
<u>74314</u>	Price, Baylee	2024 - November 2024 - 2nd Council	\$909.68
<u>74315</u>	Young, Aiden	2024 - November 2024 - 2nd Council	\$1,327.15
DEF COMP NOV 2ND	WA St Treasurer - Def Comp	2024 - November 2024 - 2nd Council	\$4,895.41
PAYROLL 2024			
	L_Dept of Retirement Systems	2024 - November 2024 - 2nd Council	\$45,338.39
<u>2024</u>			
IRS TAXES NOV 2ND	Raymond City Treasurer- Taxes	2024 - November 2024 - 2nd Council	\$47,640.83
PAYROLL 2024	Matterwide Detirement Calutters	2004 Nevershar 2004 Ond Council	\$200.00
PAYROLL 2024	Nationwide Retirement Solutions	2024 - November 2024 - 2nd Council	\$300.00
NOV 2ND PAYROLL 202	<u>4</u> Payroll Vendor	2024 - November 2024 - 2nd Council	\$116,661.56 \$222.971.14
			φ222,31 1.14

A/P Check Register

Fiscal: : 2024 Period: : 2024 - December 2024, 2024 - November 2024 Council Date: : 2024 - December 2024 - 1st Council, 2024 - November 2024 - Hand Pays

	Council Date: : 2024 - December		ember 2024 - Har	WALKE A CONTRACTOR OF THE PROPERTY OF THE PARTY OF THE PA	1
Runden	WendowNeture	Ageon milita additions		(Aniema)	
 74239	KARNATZ, JEFF	Professional Services		\$2,100.00	Theater manager
74240	LOMELI, DANIELA	Pool Professional Services			POOL manager
74241	Penoyar, Joel	City Attorney		\$1,000.00	City attorney
74242	PACIFIC COUNTY AUDITOR - RECORDINGS	Professional Services		\$19.00	Lien release
 74243	JOINT PACIFIC COUNTY HOUSING	CDBG Willapa Center Exp		\$62,736.20	Willapa Center
74316	AUTHORITY 911 SUPPLY	Personnel Benefits		\$1.008.57	Fire uniforms
74317					
	Airgas USA, LLC	Operating Supplies Professional Services			Amb supplies
74318	AXON ENTERPRISE, INC.				Police body cameras
74319	Bayview Redi-Mix, Inc.	Operating Supplies			Streets supplies
74320	BEACH, RONALD	Ambulance Building			Amb building maint.
74321	Bud's Lumber Supply	Operating Supplies		\$413.80	•
		Repairs & Maintenance	Ob 1- T-1-1-	\$733.54	
		TID 0	Check Total:		All city supplies
74322	BUILDERS EXCHANGE OF WASHINGTON INC	TIB Construction		\$9.15	Online publishing
74323	Coast Controls & Automation, Inc.	Lab Supplies		\$724.94	
		Professional Services		\$2,314.40	
			Check Total:	\$3,039.34	WWTP supplies and programming
74324	COMCAST	Communications		\$1,332.06	
		Pool Communications		\$64.58	
			Check Total:	\$1,396.64	All city internet
74325	HALPIN, CHANDA	Sewer Service Charges			Customer overpayment refund
74326	STROZYK, DAVE	Sewer Service Charges			Customer overpayment refund
74327	WARREN, DONALD	Sewer Service Charges			Customer overpayment refund
74328	HARBOR REALTY	Sewer Service Charges			Customer overpayment refund
74329	KHAMMALA, SISOMPHONE	Sewer Service Charges			Customer overpayment refund
74330	DEPT OF LABOR & INDUSTRIES - BOILER, PRESSURE VESSEL	Professional Services		\$63.60	
74331	SECT. Dilk Tire Service	Repair & Maintenance		\$38.95	Theater boiler registration Amb repairs
74332	DOWNEY, GARY	LEOFF 1			LEOFF
74333	Drug Screens, Inc.	Professional Services		\$1,020.00	PW drug screens
74334	Enviro-Clean Equip., Inc.	Operating Supplies			All dept operating supplies
74335	ENVIRONMENTAL RESOURCE ASSOCIATES	Water Samples		\$313.72	
74336	Flannery Publications, Inc.	Communications		\$217.00	Finance publication
74337	Frasier, David	Professional Services			WWTP CDL renewal
74338	Gray & Osborne Inc.	PWTF Regional Design Principal			WWTP planning
74339	Grays Harbor County	Water Samples			Water samples
74340	H.D. Fowler Co.	Distribution Supplies			Water supplies
74341	Henry Schein, Inc.	Operating Supplies			Amb supplies
74342	INOVALON PROVIDER, INC.	Professional Services			Fire medicare
74343	K & L Supply Inc.	Operating Supplies			WWTP operating supplies
	Lakeside Industries	Operating Supplies			Streets supplies
74345	Lexipol, LLC	Operating Supplies			Police training
74346	Maneman Electric	Operating Supplies			City tree lights
	Mid-Plains Community College	Training/Travel			EMT training
	• •	=		\$163.05	EWIT training
74348	NC Machinery Co	Operating Supplies			
		Water Operating Permits	Chaok Tot-1	\$27.17	
74040	NO NOIS TOWS		Check Total:		All dept. supplies
74349	NO NO'S TOWS	Abatement/Code Enforcement			Code enforcement vehicle towing
74350	Northstar Chemical, Inc.	Operating Supplies			Water chemicals
74351	PETROCARD INC.	Fuel Consumed			Water plant fuel
74352	Quill Corporation	Operating Supplies		\$128.81	
		Supplies		\$390.37	
			Check Total:	\$519.18	City hall supplies

74353	RANTA, KIRSTI	Ambulance Building		\$15.03	Amb/fire kitchen lighting
74354	Raymond City Water Clerk	Carriage Utilities		\$154.32	
		City Utility Billings		\$196.62	
		Commercial St. Restrooms / Co	mmercial	\$175.44	
		Property Utilitles			
		Community Center Utilities		\$119.41	
		Pool Utilities		\$287.92	
		Public Market Utilities		\$4.44	
		PUD Utilities		\$378.15	
		PUD Utilities		\$460.31	
		Seaport Utilities		\$154.32	
		Utilities		\$3,319.65	
		Utility Services		\$119.42	
			Check Total:	\$5,370.00	All city water
74355	Ricoh USA, Inc	Rentals & Leases		\$12.40	Police copies
74356	Sea-Western Inc.	Fire Dept Equipment		\$83,904.52	Fire equipment (compressor system)
74357	South Bend Pharmacy	Water Samples		\$16.26	Water sample shipping
74358	Sunrise Pest Management	Theatre Repair & Maintenance		\$84.40	Theater pest control
74359	Sunset Air	Professional Services		\$603.22	
		Professional Services-Janitorial		\$255.62	
			Check Total:	\$858.84	Library/theater heating maintenance
74360	TMG Services, Inc.	Repair & Maintenance		\$324.60	Water maintenance kit
74361	U.S. Cellular	Communications		\$134.54	Streets cell phone
74362	ULINE	Abatement/Code Enforcement		\$275.03	Library supplies
74363	Unum Life Insurance Co.	LEOFF 1		\$6,316.47	LEOFF
74364	USA Blue Book	Operating Supplies		\$48.31	Soil samples
74365	VESTIS	Laundry		\$69.85	WWTP laundry
74366	WA ST Dept of Natural Resource	Operating Supplies		\$156.18	Fire/Amb supplies
74367	WA ST DEPT OF	Fuel Consumed		\$1,450.37	
	TRANSPORTATION				Police fuel
74368	WILLIAM PENOYAR ATTORNEY A	T City Hall / Fire Hall Building		\$1,775.00	Legal fees WCDA/Legion project
	LAW, INC. Grand Total			\$265,932.66	Legal rees WebAy Legion project
		for Checks #74239 Through #74	368	4200,002.00	



COUNCIL PROCEEDINGS Monday November 18th, 2024

CALL TO ORDER

The council meeting was called to order at $\underline{6:00}$ p.m. by Mayor Roberts. Roll was taken and it was determined the meeting was quorate.

COUNCIL MEMBERS PRESENT

Heidi Worlton Steven Jones - zoom Karen Tully - zoom Chris Halpin Tony Nordin Jovon Vaughn Jason McVey

DEPARTMENT HEADS PRESENT

Bill Didion, Fire Chief Pat Matlock, Police Chief Debra Pearson, Deputy Clerk Eric Weiberg, Public Works Director

APPROVAL OF AGENDA, CONSENT AGENDA & MINUTES

Councilor Nordin moved to approve the agenda, consent agenda for tonight's meeting, and the minutes of the November 4th, 2024 meeting, Motion carried. Motion passed unanimously.

CORRESPONDENCE

None

ITEMS FROM THE PUBLIC

None

ANNUAL PRESENTATION BY THE NORTHWEST CARRIAGE MUSEUM

Anna Golbov gave a presentation on the events, advertisements and programs the museum has been involved with this past year. She also talked about their plans for the upcoming year to continue growth and support of the City.

ORDINANCE #1940: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, REPLACING EXISTING PORTION OF CHAPTER 2.25 OF THE RAYMOND MUNICIPAL CODE

Councilor Vaughn motioned to approve Ordinance #1940. Motion carried. Motion passed unanimously.

ORDINANCE #1941: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTIONS OF CHAPTERS 8.12, 14.04 AND 14.24 OF THE RAYMOND MUNICIPAL CODE RELATING TO SANITATION, WATER AND SEWER SERVICE UTILITY CHARGES AND FEES

Councilor Worlton motioned to approve Ordinance #1941 to a second reading. Motion carried. Motion unanimously.

ORDINANCE #1942: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON ADOPTING REVISED APPROPRIATIONS AND EXPENDITURES TO BE MADE IN CALENDAR YEAR 2024

Councilor McVey motioned to approve Ordinance #1942 to a second reading. Motion carried. Motion passed unanimously.

DEPARTMENT HEAD REPORTS

- > Fire Chief Bill Didion was excited to announce that the new compressor and fuel station was delivered today. PW was instrumental in helping unload the equipment and he hopes for it to be in service next month.
- ➤ Police Chief Pat Matlock said his department has been working hard to check on squatters and areas where the homeless hang out. They are continuously trying to find resources for the homeless and places to send them.
- ▶ Public Works Director Eric Weiberg said the ADA ramps are set to start on December 2nd, 2024.
- > Deputy Clerk Debra Pearson had nothing to report.

MAYOR'S REPORT

Mayor Roberts reminded all that the WCDA workshop is Tuesday, November 19th at 4:00 at City Hall. Environmental Works is the new engineering firm for the project as Trent Hart will no longer be involved.

PUBLIC COMMENT ON CURRENT AGENDA ITEMS

None

COUNCIL COMMENTS

 Councilor McVey stated that his neighbors have expressed concern with the new development on Barnhart and Jackson and parking issues. Councilor Vaughn asked if there is an update on finding a location for the dog impound.

FUTURE AGENDA TOPICS

None

ADJOURNMENT

With no further business to discuss and no objections, the meeting was adjourned by Mayor Roberts at 6:35 PM.

ATTEST:		
Debra Pearson, Deputy Clerk	Dee Roberts, Mayor	



SPECIAL COUNCIL PROCEEDINGS-WCDA & CITY HALL WORKSHOP November 19th, 2024

CALL TO ORDER

The council meeting was called to order at 4:05 p.m. by Mayor Roberts.

Council Members present:

Chris Halpin Jason McVey Heidi Worlton Jovon Vaughn Steve Jones

Council Members Absent:

Karen Tully Tony Nordin

Department Heads Present:

Debra Pearson, Deputy Clerk Eric Weiberg, Public Works Director

WCDA AND CITY OF RAYMOND WORKSHOP RE: LEGION BLDG

All discussion pertained to the agreement between WCDA and the City.

ADJOURNMENT

Т	he	meeting	was	adi	iourned	at 4	1:48	PI	И.
		THECCHIL	WW CLU	uu	Cullica	uc	1.10		

ATTEST:	
Debra Pearson, Deputy Clerk	Dee Roberts, Mayor

ORDINANCE #1942

AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON ADOPTING REVISED APPROPRIATIONS AND EXPENDITURES TO BE MADE IN CALENDAR YEAR 2024

WHEREAS, the City Council of the City of Raymond previously approved 2024 appropriations and expenditures per Ordinance 1932, and

WHEREAS, actual expenditures and revenues for 2024 in conjunction with the revisions were not available at the time of the changeover to a new fiscal year, and,

WHEREAS, the laws of the State of Washington require the budgeting of such expenditures by Ordinance, now therefore,

THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON DO ORDAIN:

That the 2024 budgeted amounts for the funds listed below will be as follows:

FUND NUMBER	FUND NAME	REVENUES	EXPENDITURES
111	Capital Improvements	\$400,000.00	\$9,000.00
116	Fire Equipment	\$25,000.00	\$1,000.00
320	Special Street Fund	\$1,600,977.22	\$1,346.565.00
401	Water Operations	\$3,395,000.00	\$2,220,840.95
404	Sanitation	\$1,145,000.00	\$806,712.00

The budgeted amounts for all funds not listed above will remain as set forth in Ordinance Number 1932.

INTRODUCED on the 18th day of November 2024 and **PASSED** on the 2nd day of December 2024 by the following vote:

Ayes –	Noes –	Absent –
Dee Roberts, Mayor		
AUTHENTICATED F	BY:	
Debra Pearson, Deputy	Clerk/Treasurer	

Publish: 12/11/2024

RESOLUTION 2024-05

A RESOLUTION OF THE CITY COUNCIL OF CITY OF RAYMOND, WASHINGTON PROVIDING A DEVELOPMENT FEE SCHEDULE IN CONJUNCTION WITH THE RAYMOND MUNICIPAL CODE.

APPLICATION FEES	FEE AMOUNT
Application Processing Fee (Charged on all apps)	\$50.00
State Building Inspection Fee (Charged on all bldg. permits)	ĆC FO
(plus \$2.00 per each additional unit)	\$6.50
State Building Inspection Fee (Commercial)	\$25.00
MISC. FEES	FEE AMOUNT
Copies	\$0.10
Notary Service	\$20.00
NSF Fee	\$35.00
Addressing	\$100.00
Special Event Application*	\$50.00
Retail Fireworks Sale Permit	\$125.00
BUILDING FEES	FEE AMOUNT
Mechanical Permit	\$125.00
(plumbing/repiping/wood stove/heat pump/propane/etc.)	Ţ123.00
Commercial Re-roof	Building Fee only; no plan check
Metal Carport	\$125.00
Change of Occupancy	\$125.00
Renewal of Building Permit	\$50.00
(per 6 month increment; max 2 years)	·
Re-Issuance of a Permit Packet	\$50.00
Fire & Life Safety Inspection	\$175.00
Greenhouse, partial building permit	\$50.00
After the Fact permit	1 ½ times the total of the permit fees
Permit Revisions (hourly charge)	\$65.00
Hourly Rate	\$65.00
BUILDING/PLAN CHECK FEES	FEE AMOUNT
Total Valuation (plus 65% of value for plan check fees)	
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 + \$3.05 (per additional \$100.00)
\$2,001.00 to \$25,000.00	\$69.25 + \$14.00 (per additional \$1000.00)
\$25,001.00 to \$50,000.00	\$391.25 + \$10.10 (per additional \$1000.00)
\$50,001.00 to \$100,000.00	\$643.75 + \$7.00 (per additional \$1000.00)
\$100,001.00 to \$500,000.00	\$993.75 + \$5.60 (per additional \$1000.00)
\$500,001.00 to \$1,000,000.00	\$3233.75 + \$4.74 (per additional \$1000.00)
\$1,000,001.00 and up	\$5603.75 + \$3.65 (per additional \$1000.00)
MOBILE HOMES/MANUFACTURED HOMES	FEE AMOUNT
Singlewide	\$560.00
Doublewide	\$640.00
Triplewide	\$720.00
Title Elimination	\$75.00
Modular Stick-Built	50% of stick-built cost

(All Fees per square foot unless otherwise noted)	
Single Family Dwelling	\$104.38
Residential Addition	\$104.38
Residential Interior Remodel (Non-Structural)	\$52.19
Residential Interior Remodel (Structural)	\$104.38
Basement (unfinished)	\$26.10
Garage	\$37.69
Carport/Shed	\$25.74
Deck (Covered)	\$15.07
Deck (Uncovered - at least 30" or above)	\$12.79
Pole Building	\$30.15
Foundation under existing house (per lineal foot)	\$79.95
Metal Carports (Flat rate)	\$75.00
Greenhouse	\$30.64
PLANNING FEES	FEE AMOUNT
Right of Way Permit	\$125.00
Grade & Fill Permit	\$125.00
Conditional Use Permit	\$500.00
Planned Unit Development	\$1000.00
Planned Residential Development	\$1000.00
Variance	\$500.00
Minor Variance	\$200.00
Site Plan Review	\$200.00
Preliminary Plat	\$500.00
rieiiiiiiiai y riat	\$50.00 per lot
Final Plat	\$200.00
Short Subdivision	\$350.00
	\$50.00 per lot
Boundary Line Adjustment	\$500.00
Binding Site Plan	\$600.00
SEPA Threshold Determination	\$500.00
Environmental Impact Statement	Actual Cost
Shoreline Development Permit	\$600.00
Rezone*	\$1000.00
Comprehensive Plan Amendment*	\$1000.00
Annexation Petition	\$1000.00
Vacation of Public Right of way	\$500.00
Overweight Vehicle Haul Permit	\$100.00
Overweight vehicle hadri erinic	\$25.00 per load
Administrative Appeal	\$500.00

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Raymond, Washington, that the fee schedule hereafter imposed is dedicated to offset the cost of staff time and material for the advertisement and processing of applications.

Upon motion made for the adoption of this resolution, the following vote was cast by the City Council of the City of Raymond, December 2, 2024:

Ayes –	Noes –	Abstentions –
Dee Roberts, Mayor		
Authenticated By:		
Debra Pearson, Deputy Clerk/Tre	asurer	

\$40.00\$50.00 \$10.00 \$6.50 \$25.00 \$0.10 \$20.00 \$20.00 \$20.00 \$100.00 \$50.00 \$125.00 \$125.00 Building Fee only; no plan check \$65.00\$125.00 \$50.00 \$50.00
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\$65.00 <u>\$125.00</u>
\$50.00
\$50.00
\$150.00 \$175.00
\$50.00
1 1/2 times the total of the permit fees
\$65.00
\$65.00
FEE AMOUNT
1
\$23.50
\$ 26.55 23.50 + \$3.05 (per additional \$100.00)
\$83.2569.25 + \$14.00 (per additional \$1000.00)
\$401.35391.25 + \$10.10 (per additional \$1000.00)
\$ 633.65 643.75_+ \$7.00 (per additional \$1000.00)
\$990.65993.75 + \$5.60 (per additional \$1000.00)
\$3238.493233.75 + \$4.74 (per additional \$1000.00)
\$5607.405603.75 + \$3.65 (per additional \$1000.00)
FEE AMOUNT
\$455.00560.00
\$ 520.00 <u>640.00</u>
\$ 585.00 720.00
\$ 65.00 <u>75.00</u>
50% of stick-built cost

(All Fees per square foot unless otherwise noted)	
Single Family Dwelling	\$84.86 <u>\$104.3</u>
Residential Addition	\$84.86 <u>\$104.3</u>
Residential Interior Remodel (Non-Structural)	\$42.43 <u>\$52.1</u>
Residential Interior Remodel (Structural)	\$84.86 <u>\$104.3</u>
Basement (unfinished)	\$21.22 <u>\$26.1</u>
Garage	\$30.6 4 <u>\$37.6</u>
Carport/Shed	\$20.93 <u>\$25.7</u>
Deck (Covered)	\$12.25 <u>\$15.0</u>
Deck (Uncovered - at least 30" or above)	\$10.40 <u>\$12.7</u>
Pole Building	\$24.51 <u>\$30.1</u>
Foundation under existing house (per lineal foot)	\$65.00 <u>\$79.9</u>
Metal Carports (Flat rate)	\$65.00 <u>\$75.0</u>
Greenhouse	\$30.6
PLANNING FEES	FEE AMOUN
Right of Way Permit	\$125.0
Grade & Fill Permit	\$125.0
Conditional Use Permit	350.00 \$500.0
Conditional Use Permit - Home Occupation	100.0
Planned Unit Development	375.00 \$1000.0
Planned Residential Development	375.00 \$1000.0
Variance	350.00 \$500.0
Minor Variance	100.00 \$200.0
Site Plan Review	100.00 \$200.0
	350.00 \$500.0
Preliminary Plat	\$25.00 \$50.00 per lo
Final Plat	-100.00 \$200.0
Short Subdivision	150.00 \$350.0
SHOLL SUBULVISION	\$50.00 per lo
Boundary Line Adjustment	150.00 \$500.0
Binding Site Plan	350.00 \$600.0
SEPA Threshold Determination	250.00 \$500.0
Environmental Impact Statement	Actual Co.
Shoreline Development Permit	— 500.00 \$600.0
Rezone*	-700.00 \$1000.0
Comprehensive Plan Amendment*	700.00 \$1000.0
Annexation Petition	- <u>800.00\$1000.0</u>
Vacation of Public Right of way	300.00 \$500.0
Overweight Vehicle Haul Permit	10.00\$100.0
	per load beyond 25\$25.00 per loa
Overweight Vehicle Parking Permit	100.0 \$50.00 Renew
	100.00 \$500.0

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made as of October__,December 2, 2024, by and between Willapa Community Development Association, hereinafter referred to as "WCDA", and the City of Raymond, hereinafter referred to as "Raymond".

RECITALS

WHEREAS, the City of Raymond ("Raymond" or "City") is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, Willapa Community Development Association, Inc. ("WCDA") is a nonprofit community development corporation formed under the laws of the State of Washington. The WCDA was formed in 1999 and has experience in a range of development projects, including affordable housing; and

WHEREAS, the City and WCDA have shared goals regarding the need for a new Raymond City Hall, expanded housing in the community, community services and revitalization of the City of Raymond's downtown core; and

WHEREAS, WCDA is in the process of purchasing real property located at 221 Duryea Street in Raymond, Washington, consisting of 8 tax parcels, Pacific County Tax Parcel #s 72039015110 and 72039015010 ("Property"), further described as:

Raymond Replat & 1st Addition, South 19.5 feet of Lot 9, Lots 10-13, Block 15, plus 15' Vacated Alley adjacent to Lots 11-13

The Property is currently owned by American Legion Post 150 ("Legion") currently occupied by a building ("Legion Building"); and

WHEREAS, the Property is located in the City of Raymond's "Retail Core" Zone; and

WHEREAS, the Legion Building has been determined to be in a severely deteriorated condition, and cannot be repaired in a cost-effective manner; and

WHEREAS, the WCDA plans to demolish the existing Legion Building and construct a new building on the Property ("New Development") to include apartments, a community resource center, a shared meeting room and public restrooms; and

WHEREAS, the WCDA has funding commitments and has assembled a development team for the construction of the residential and resource center portions of the New Development; and

WHEREAS, the City's existing City Hall is also in a severely deteriorated condition, and needs replacement; and

JOINT DEVELOPMENT AGREEMENT-1

WHEREAS, there is sufficient room in the planned New Development for a new City Hall for Raymond; and

WHEREAS, the City intends to share in the predevelopment and development costs of the New Development, and in exchange shall be sold an estimated 22.6% of the New Development for a new City Hall, meeting room and public rest rooms as shown in Exhibit B; and

WHEREAS, the City has selected an architectural firm for the design of the new city hall; and

WHEREAS, WCDA has obtained Development and Predevelopment budgets, which are attached to this Agreement as Exhibit "A;" and a Preliminary Design, which is attached as Exhibit "B;" and

WHEREAS, RCW 36.70B.170 et. seq., authorizes the City to enter into development agreements with owners, contract purchasers, and option holders of real property, such as WCDA, to establish, among other things, "the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement"; and

WHEREAS RCW 35.23.452 authorizes the City to purchase real estate necessary or proper for municipal purposes; and

WHEREAS, RCW 39.30.010 authorizes the City to execute an executory conditional sales contract with any private party for the purchase of real property or property rights in connection with the exercise of any powers or duties which they now or hereafter are authorized to exercise, so long as the purchase price specified in the contract does exceed certain percentages of the value of taxable property; and

WHEREAS, the parties have entered into a Memorandum of Understanding Regarding Design and Construction of City Hall at 221 Duryea Street in the New American Legion Building ("Memorandum"), dated July 2, 2024; and

WHEREAS, the Memorandum obligates the parties to enter into a Joint Development Agreement ("Agreement"); and

NOW, THEREFORE, subject to the terms and conditions hereinafter stated, the City and WCDA hereby covenant and agree as follows:

AGREEMENT

SECTION 1. Summary/Background.

- **Section 1.1** The New Development as proposed by WCDA will meet the objects and purposes of Raymond Municipal Code ("RMC") Section 16 "Building and Construction" and RMC 17 "City of Raymond Comprehensive Plan".
- **Section 1.2** It would be an unfair and unreasonable burden on the New Development, as well as an economic impediment to affordable housing development, to require the New Development to set aside or show sufficient area for parking spaces as is usually required under RMC 15.30.070.
- Section 1.3. The New Development is consistent with the City's development standards as required by RCW 36.70B.170.
- **Section 1.4** The proposed improvements, use and design of the New Development will be compatible with other permitted uses within the Retail Core Zone.
- **Section 1.5** The public interest suffers no substantial detrimental effect from the proposed improvements and use, and the proposed project is in the best interest of the public health, safety, morals, and welfare of the City's citizens.
- **Section 1.6** The New Development will include a portion of approximately 5,000 square feet apportioned for the new Raymond City Hall, including a meeting room and two public restrooms, which the City will make available to resource center users.
- **Section 1.7** The New Development will include a Community Resource Center ("CRC") of approximately 4,000 square feet.
- **Section 1.8** The New Development will include a minimum of seventeen affordable studio and one-bedroom rental apartments.
- Section 1.9 The City Hall will face Third Street, and the Community Resource Center will face Duryea Street.
- Section 1.10 The City will purchase the portion of the building allotted for the City Hall for a price agreed upon by the parties. The parties agree to enter into a Purchase and Sale Agreement within 90 days of the signing of this Agreement. The New Development will be jointly owned by the City and WCDA, with a proportional ownership interest based on the size of the City Hall vs. the total size of the New Development

SECTION 2. Design.

- Section 2.1 WCDA's development team will be responsible for the construction of the New Development, including the City Hall space. The WCDA's development team, in collaboration with the City, shall also be responsible for the City Hall design. The
- **Section 2.2** The City's development team will be responsible for the design and construction of the "finishing" and "improvements" within the City Hall's portion of the building but will collaborate and consult with WCDA's development team. The construction, including "finishing" and "improvements"

will be completed under the same contract as WCDA's portion of the building. The City will be responsible for the costs related to the city hall portion of both design and construction of the building.

Section 2.3 WCDA will manage the design in collaboration with the City as to design elements relevant to the City Hall portion of the New Development.

Section 2.4 The City will waive any City of Raymond Municipal Code parking requirements for the New Development.

SECTION 3. Financial

Section 3.1 The City will be responsible for the cost of the City Hall space, including the "party wall", as well as land and professional costs. The City's cost will be the actual construction cost of the City Hall space and 22.6% of other development costs. The WCDA and City will negotiate with the owner of the adjoining building to reach agreement on the repair of the party wall and the responsibilities and contributions of each party. The City and WCDA will split all attorney fees necessary to effect the parties' agreement 50/50.

Section 3.2 The City will be responsible for providing for City Hall unit costs as construction progresses. Construction loan expenses or other financial fees for the City Hall unit costs are the City's responsibility and must be paid as they accrue.

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Section 3.3 The City will contribute their pro-rata share towards predevelopment expenses, primarily architecture and engineering. The preliminary estimated City share of predevelopment expenses is \$235,000, see Exhibit "A".

Section 3.4 The WCDA will be responsible for the design and construction cost of the CRC and residential units.

Section 3.5 The City agrees to pursue the possibility of obtaining a state sales tax exemption for the housing portion of the New Development.

SECTION 4. Maintenance

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Section 4.1 The City will pay its portion of shared building maintenance based on relative square footage. The City will be responsible for the maintenance within their space and communal areas and WCDA will be responsible for maintenance inside the remainder of the building. Shared building maintenance includes the building's structural components, all shared building systems, and the exterior of the building and the grounds.

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Section 4.2 WCDA will maintain a building replacement reserve to address long-term capital needs. The replacement reserve will be funded based on capital needs assessment with a 20-year repair schedule that will be completed within 6 months of construction completion. Each party will maintain a reserve for their individual maintenance needs and the parties agree to negotiate a joint reserve for the shared building system.

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SECTION 5. Timing

- **Section 5.1** The City will make its first contribution of \$100,000 towards predevelopment expenses by January 1, 2025.
- Section 5.2 The City and WCDA will enter into a Purchase and Sale Agreement within 90 days of execution of this Agreement.
 - Section 5.3 WCDA will apply for building permits by April 1, 2025
- Section 5.4 WCDA plans to close on the purchase of the Property and start construction in Summer of 2025
- **Section 5.5** Construction is expected to take 12-16 months. Both parties recognize that this is an estimate.
- **Section 5.6** Upon completion of the City Hall, the City will reimburse the WCDA for any outstanding development costs as required by this Agreement. Based on the final cost of the city hall portion.

SECTION 6. Contingencies

- Section 6.1 The Legion must complete the sale to the WCDA.
- Section 6.2 The NEPA environmental review must be completed with a "No Effect" determination.
- **Section 6.3** The funders of the WCDA portion of the building agree to the change in project scope involving the incorporation of the City Hall into the New Development.
- **Section 6.4** This project is contingent upon the availability of funding for WCDA's portion of the building both parties' respective portions of the building.

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SECTION 7. Authority to Execute.

Section 7.1 The City of Raymond is delegated authority by RCW 36.70B.170-36.70B.200 to enter into Development Agreements as a proper exercise of the municipal police power and contract authority. This Agreement is entered into pursuant to this said authority. The Board of Directors of WCDA has authorized WCDA to enter into this Agreement. Each of the parties hereto represents and warrants that this Agreement is duly executed and delivered by them and constitutes a legal, valid, and binding obligation on them, enforceable in accordance with its terms.

SECTION 8. Agreement Modification.

Section 8.1 This agreement shall not be modified or amended except in writing signed by the City and WCDA or their respective successors in interest; provided the City expressly reserves authority under RCW 36.70B.170(4) to impose new or different regulations to the limited extent required by a serious threat to public health and safety; provided further that this Development Agreement may be amended or modified only by written Agreement of the parties, as limited by the requirements of RCW 36.70B.180.

The City shall proceed, if necessary, with the required review, environmental analysis, and public process to initiate and adopt area-wide/non-project specific amendments and any and all other code, rule, policy or regulatory amendments to the Development Regulations as necessary to ensure that the Development Regulations allow for development of the Property in accordance with this Agreement.

ARTICLE 9. Termination.

Section 98.1 This Agreement shall terminate if either party, after good faith efforts, is unable to obtain sufficient funding for their portion of the New Development.

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ARTICLE 10. Public Notice.

Section 10. 1 The City has provided advance notice of a public hearing on this matter pursuant to RCW 36.70B.200.

ARTICLE 11. Development Regulations.

Section 11.1 All development regulations and associated charges in existence as of the date a completed application is filed in conformance with this Agreement shall apply to and govern and vest the development of the Property during the term of this Agreement except as modified by specific terms of this Agreement.

ARTICLE 12. Further Discretionary Actions.

Section 12.1 WCDA acknowledges that the existing land use regulations contemplate the exercise of further discretionary powers by the City. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying existing land use regulations.

ARTICLE 13. Dispute Resolution.

Section 13.1 In the event of any dispute as to interpretation or application of the terms or conditions of this Agreement, WCDA and the City Mayor shall meet within twenty (20) business days after request from either party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information. The meeting shall be a pre-requisite to the filing of a lawsuit by any party regarding any aspect of this Agreement or the Project, except to the extent necessary to meet the requirements of applicable statute of limitations.

Section 13.2 This agreement affects your legal rights and obligations and will have tax implications. If a dispute arises regarding this transaction, the prevailing party shall recover costs and reasonable attorney's fees, including those for appeals.

ARTICLE 14. Applicable Law and Venue.

Section 14.1 This Agreement shall be governed by and be construed in accordance with the laws of the State of Washington. Any action with respect to this Agreement shall be brought in Pacific County Superior Court, Washington.

SECTION 15. Assignment and Assumption.

Section 15.1 WCDA shall have the right to assign or transfer all or any portions of the interest, rights, and obligations under this Agreement to other parties acquiring an interest or estate in the Property. Consent by the City shall be required for any transfer of rights pursuant to this Agreement. The City's consent will not be unreasonably withheld or delayed.

SECTION 16. Notices.

Section 16.1 All communications, notices and demands of any kind which a party under this Agreement is required to or desires to give to any other party shall be in writing and either (1) delivered personally, (2) sent deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

CITY:

WCDA:

City of Raymond ATTN: Mayor 230 Second Street Raymond, WA 98577 WCDA Executive Director P.O. Box 111 Raymond, WA 98577

SECTION 17. Duty of Good Faith.

Section 17.1 Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement and any subsequent Development Agreement.

SECTION 18. Entire Understanding.

Section 18.1 This Development Agreement and the Exhibits attached to it and incorporated by reference comprise the entire Agreement of the parties and supersedes any and all prior written or oral agreements.

SECTION 19. Severability.

Section 19.1 If any term, provision, condition, or portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect. The headings of sections and paragraphs of this Agreement are for convenience or reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

SECTION 20. No Presumption against Drafter.

Section 20.1 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the documents shall apply to the interpretation or enforcement of this Agreement.

SECTION 21. Recitals.

Section 21.1 The recitals set out herein are incorporated into and made a part of this Development Agreement.

SECTION 22. Recording.

Section 21.1 This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Pacific County Auditor. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land.

SECTION 23. Execution in Counterparts

Section 23.1 This Development Agreement may be simultaneously executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

Dated this 2nd day of December 2024

City of Raymond 230 Second Street	Willapa Community Development Association P.O. Box 111
Raymond, WA 98577	Raymond, WA 98577
By:	Bv:
Dee Roberts, Mayor	Dave Gauger, Executive Director