

CITY OF KALAMA
URBAN GROWTH AREA

Adopted by the Kalama City Council

2012

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SECTION 1 - DEFINITIONS

For the purpose of this program, certain words and terms are to be used, interpreted, and applied as follows:

1. "Applicant" means the owner of the land proposed to be subdivided and/or developed, and his/her developer or representative.
2. "Approved alternative sewer and water system" means those sewer and water systems for industrial developments that are other than interim on-site systems and that meet the official approval of both state and local health agencies and are not necessarily provided or managed by a local government.
3. "Boundary" means the Kalama Urban Growth Area Boundary.
4. "City" means the City of Kalama, Washington.
5. "Commercial development" means commercial uses and activities as defined and permitted by applicable City and County plans and ordinances.
6. "Comprehensive planning" means the process of developing or updating those plans of local governments that address a wide range of land use, urban service, economic, social, and cultural issues and factors of a community. The comprehensive plans provide decision-making guidance on those subjects through goals, objectives, policies, map classifications, and improvement programs.
7. "County" means Cowlitz County, Washington.
8. "Cross-connection" means any actual or potential physical connection between a public water system or consumer's water system and any source of non-potable liquid, solid or gas that could contaminate the potable water supply by backflow.
9. "Current land use decisions and/or proposals" means those decisions or proposals administered by a local government dealing with zoning, subdivisions, shoreline substantial development permits, shoreline environment classifications, special use permits, conditional use permits, and, where connected with any of the foregoing, comprehensive plan land use map amendments.

10. "Development" means any subdivision or short subdivision of land and/or the construction of one or more residential dwelling units, commercial business facilities, industrial business facilities, or any non-accessory use permitted by the land use ordinances and plans of Cowlitz County or the City of Kalama, including the expansion of an existing use onto property that it did not occupy on the effective date of the Kalama Urban Growth Area Program.
11. "Effective date of the Kalama Urban Growth Management Program" or of this document means the date of latest approval by the City and County of the interlocal agreement contained in Appendix E.
12. "Health district" means the Cowlitz-Wahkiakum Health District.
13. "Industrial development" means a development of any industrial uses defined and permitted by applicable City or County plans and ordinances.
14. "KUGA" means the Kalama Urban Growth Area.
15. "Interim on-site sewage disposal or water systems" means those sewage disposal or water systems that have been approved by the health district, are located on the applicant's property or property under the control of the applicant, and are to be used until such time as City sewer or water service is available.
16. "Proposed development" means a development the status of which is that an applicant has formally applied for approval of permits from the local government or that is formally being initiated by a local government as a proponent.
17. "Purveyor of urban services" means the provider and operator of urban services. For the purposes of this program, the City of Kalama is the primary purveyor of urban services within the Kalama Urban Service Area. The Port of Kalama is a purveyor of sewer services within the unincorporated district west of Interstate 5 north of the City limits.
18. "Rural development," in context of this program, means the planning and siting of residential, agricultural, forestry, natural resource management, extraction and processing facilities and related services and uses. In support of the goals and policies of this program, the minimum density for residential uses is less than one dwelling unit per acre, i. e. more than one acre per dwelling unit; generally the only commercial developments permitted are those in support of area residents and agricultural, forestry, natural resource management

and recreation activities and a level of public/quasi-public uses and services suited to low density development, such as fire district stations and services, access points and areas for recreation, and policed via Cowlitz County Sheriff's services. Generally not permitted are industrial manufacturing and commercial uses serving a broader area.

19. "Rural Water Service Area" is the area outside the Kalama Urban Growth Area within which the City provides potable water service to generally rural residential and commercial customers and uses (see Rural Development). Services provided are generally at a minimum level of line size, pressure and fire flow.
20. "Urban development," in context of this program, means the planning and siting of residential, commercial, industrial and public/quasi-public uses according to City and County land use plans and ordinances. In support of the goals and policies of this program, the average density for residential uses is four dwelling units per acre; a full range of commercial and industrial uses, according to local plans, codes and state and federal requirements; and a full range of public/quasi-public uses and services such as municipal buildings, schools, libraries, parks, community buildings, police services primarily by a city department, fire services by district or city department, sewer and stormwater management and water treatment and distribution facilities.
21. "Urban Growth Area" means the City of Kalama and unincorporated territory lying between Kalama corporate City limits and the adopted Urban Growth Area Boundary (shown in Appendix A), as may be amended, within which urban development and City sewer and water services are located and encouraged to locate.
22. "Urban Growth Area Boundary" means the Kalama Urban Growth Area Boundary, which is that boundary as adopted in this document encompassing the Kalama Urban Growth Area (see above) and delineated in Appendix A, as may be amended.
23. "Urban Services" means sanitary sewer, potable water services and stormwater management and other public utilities associated with urban areas.
24. "Utility Extension Agreement" means an agreement between the property owner and the City as defined by Kalama Municipal Code 12.25.040 (Appendix B.)
25. "Water Service Area" means the area within the City of Kalama has identified in the 2009 Water System Plan which was approved by the Washington State Department of Health and

delineated in Exhibit C.

SECTION 2 - KALAMA URBAN GROWTH AREA GOALS

The Kalama Urban Growth Area program is established and is to be managed according to the following goals:

1. To direct urban development to those geographic areas where there exist the public services and infrastructure and land characteristics that are suited to urban types and densities of residential, commercial, industrial and public/quasi-public uses.
2. To minimize the per dwelling unit cost of sewer, water, street, stormwater management, police and fire protection, and other urban services.
3. To make efficient and effective use of existing sewer, water and stormwater management systems before making major or new growth-related commitments in outlying rural areas.
4. To coordinate the provision, operation, and maintenance of urban growth.
5. To provide or plan to provide, urban services within the Kalama Urban Growth Area Boundary.
6. To minimize effects of urban growth upon agricultural and forest resources and lands, and fish and wildlife habitats.
7. To promote the efficient development of vacant, serviced lands within the Urban Growth Area.
8. To discourage urban sprawl by encouraging urban density development.

SECTION 3 - DEVELOPMENT WITHIN THE KALAMA URBAN GROWTH AREA

3.1 Sewer Service

1. All proposed development shall connect to the publicly owned sewer systems except for the following:

- a. Development outside the Urban Growth Area.

- b. Development where the City determines it does not have the capability of receiving and/or treating the proposed wastes and, in conjunction therewith, the development proposes to use an approved on-site sewage disposal system or an approved alternative sewer system.
- c. Agricultural practices and associated development
- d. Where a building permit has been applied for prior to the effective date of this document and which includes on-site sewage disposal as approved by Cowlitz County.
- e. Residential dwellings and commercial and industrial uses where City sewer service is greater than two hundred (200) feet from the nearest property line for residential dwellings and five hundred (500) feet from the nearest property line for commercial and industrial uses and/or the City certifies that there are no facilities capable of serving the dwelling or commercial and industrial uses at the time development is proposed. All existing uses with an on-site sewage disposal that is less than 25 years old and fully operational as per biannual inspections would not be required to connect to the system until such a time as the on-site system is found to be failing or has failed and is within the 200 or 500 foot proximity.
- f. State regulated industrial treatment systems.

2. On-site sewage disposal or approved alternative sewer systems are permitted provided the following conditions are met:

- a. The applicant qualifies for one of the exceptions in Policy 1 above, and
- b. That the on-site or alternative sewer system be properly maintained by the owner and that if ground or surface water quality is adversely affected by the system, the applicant shall be fully responsible for complying with state and local health regulations.
- c. If the on-site system in the unincorporated part of the Kalama Urban Growth Area is found to be failing or has failed, the County may require that the applicant or property owner extend lines and connect to the purveyor's sewage collection

system. Where the purveyor is the City, the applicant shall enter into a utility extension agreement with the City. Such agreement shall be binding upon the owners of the property, their successors, and assigns.

- d. Where the applicant proposes or is required to connect to the purveyor's sewer system, the applicant shall design and install the collection lines to the purveyor's specifications.

3.2 Water Service

1. The applicant or property owner shall connect to the City water system, extending lines and building infrastructure, if it is determined to be feasible by the City.
2. All proposed development within the Kalama Urban Growth Area shall be serviced by the City water system except that on-site systems are permitted for the following:
 - a. Residential dwellings and commercial and industrial uses where City water service is greater than two hundred (200) feet from the nearest property line for residential dwellings and five hundred (500) feet from the nearest property line for commercial and industrial uses and/or the City certifies that there are no facilities capable of serving the dwelling or commercial and industrial uses at the time development is proposed..
 - b. When the volume required is in excess of an amount practicably provided by the City.
 - c. Agricultural and/or irrigation activities and development
3. On-site water systems are permitted for the uses listed in Policy 2 above, PROVIDED the following conditions exist and/or are met:
 - a. The proposed water source has been approved by the County , State Department of Health, and other appropriate agencies as suitable for the proposed use(s).
 - b. All building code, fire code, and fire flow requirements can be met or exceeded.
 - c. All cross-connections, including connections to both the City water system and an on-site system shall be approved by the City and meet Washington State Department of Health (WSDOH) standards.
1. Where the applicant installs distribution lines, appurtenances, and other facilities

connecting to the City systems, the applicant shall design and install infrastructure to the City's specifications and dedicate them to the City.

3.3 Development Standards

1. It shall be the responsibility of the applicant to bear all expenses to extend and connect the sewer and water lines, appurtenances, and other facilities to the public system that serves this development. It shall not be the legal obligation of the City government to bear any cost of extending and connecting sewer and water lines to permit development.
2. The City of Kalama Comprehensive Plan and implementing ordinances shall be amended or developed pursuant to Policy 1 of Section 5.1 to reflect the purposes and policies of this document.
1. All sewer, water, access, street, road, stormwater management and related facility improvements installed in residential and commercial developments shall meet or be compatible with the subdivision, urban growth, Kalama Developmental Guidelines and Public Works Standards, and other applicable standards of the City of Kalama
2. For industrial development, sewer and water facilities shall meet the standards of the City of Kalama. For other standards for industrial development, the City and industrial representatives shall derive mutually acceptable standards.

3.4 Annexation

1. All proposed development, except for properties west of I-5 and north of Wilson Drive owned by the Port of Kalama as of the effective date of this program, that is contiguous to the City limits and proposing to connect to City sewer or water facilities, shall enter into a utility extension agreement with the City prior to the City agreeing to provide services.
2. All proposed development, except for properties west of I-5 and north of Wilson Drive owned by the Port of Kalama as of the effective date of this program, requesting to connect to City sewer and/or water facilities but not contiguous to City limits but within the Kalama Urban Growth Boundary shall enter into a utility extension agreement with the City prior to the City agreeing to provide services.
3. Utility Extension Agreements with respect to Policies 1 and 2 above shall be covenants to the property running with the land, shall be filed and recorded in the

Cowlitz County Auditor's Office, and may be in a form suggested in Appendix C.

SECTION 4 - DEVELOPMENT OUTSIDE THE KALAMA URBAN GROWTH BOUNDARY

1. Rural development occurring after the effective date of this program outside the Kalama Urban Growth Area but within the adopted Kalama Water Service Area shall utilize City water service. Exception: Individual on site, non-municipal water systems will only be allowed when the City determines it is not feasible for the City to provide water to the site.
2. Development outside the Water Service Boundary area shall use non-municipal sewer and water services.

SECTION 5 - PROGRAM REVIEW AND AMENDMENT

5.1 Program Review

The Kalama Urban Growth Area boundaries shall be reviewed once every three (3) years by the City staff and City Council to evaluate the effectiveness of the policies.

5.2 Amendments

1. An amendment to the Urban Growth Area must be applied for prior to or in concert with the following proposals:
 - a. Proposal to annex lands, not owned by the City, outside the Urban Growth Area boundary to the City.
 - b. Request for City services outside the Urban Growth Area boundary or the Water Service Boundary of the City.
2. The procedure for amending the Urban Growth Area is as follows:
 - a. A property owner or group of property owners representing at least fifty-one percent (51%) of the land acreage sought for inclusion or exclusion in the Kalama Urban Growth Area or the City may initiate a request for amendment.
 - b. The process for amending the Kalama Urban Growth Area will follow the

procedures as set forth for a zoning code amendment Kalama Municipal Code Chapter 17.56.

c. The review will evaluate the proposal with the following criteria:

- i. Effects upon the Comprehensive Plan and land use ordinances;
- ii. Effects upon the capacities and treatment capabilities of the applicable sewage and water treatment plants and distribution facilities;
- iii. Effects upon existing sewer, water, stormwater management, and other service plans;
- iv. Effects upon the capital improvement programs and City cost considerations; and
- v. Effects on the environment and environmental codes;
- vi. Goals of the Kalama Urban Growth Area.

RESOLUTION NO 581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KALAMA ADOPTING AND ESTABLISHING AN URBAN GROWTH BOUNDARY AND POLICIES FOR THE EXTENSION OF SERVICES WITHIN THOSE BOUNDARIES, REPEALING RESOLUTION NO. 461 IN ITS ENTIRTY

WHEREAS, the City of Kalama City Council adopted Resolution No. 461 on April 6, 2005 which established a boundary surrounding the existing City limits within which the City will consider extending city services resulting from participation in many studies in conjunction with the County and surrounding entities to work at establishing such a boundary and acknowledging that it was in the best interest of the City to adopt a boundary and to establish policies for the extension of city services within that boundary, including a condition for the support of future annexation;

WHEREAS, the City of Kalama has after talks with the County found the plan and mapped area needs to be re-titled as an Urban Growth Boundary instead of a "Services" boundary;

WHEREAS, during review staff found some minor updates were needed to update the document;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Kalama that the City of Kalama adopts the following:

SECTION 1: The Urban Growth Area Program (attached as Exhibit A) establishing policies to be used in conjunction with other City codes and development standards regarding the extensions of City services including the Urban Growth Boundary Map included in the Urban Growth Area Program as Appendix A.

Be it further resolved this resolution will take effect upon its passage.

Passed by the City Council of the City of Kalama at a regular meeting held on August 15, 2012.

Pete Poulsen, Mayor

ATTEST:

Coni McMaster, Clerk/Treasurer

APPENDIX A

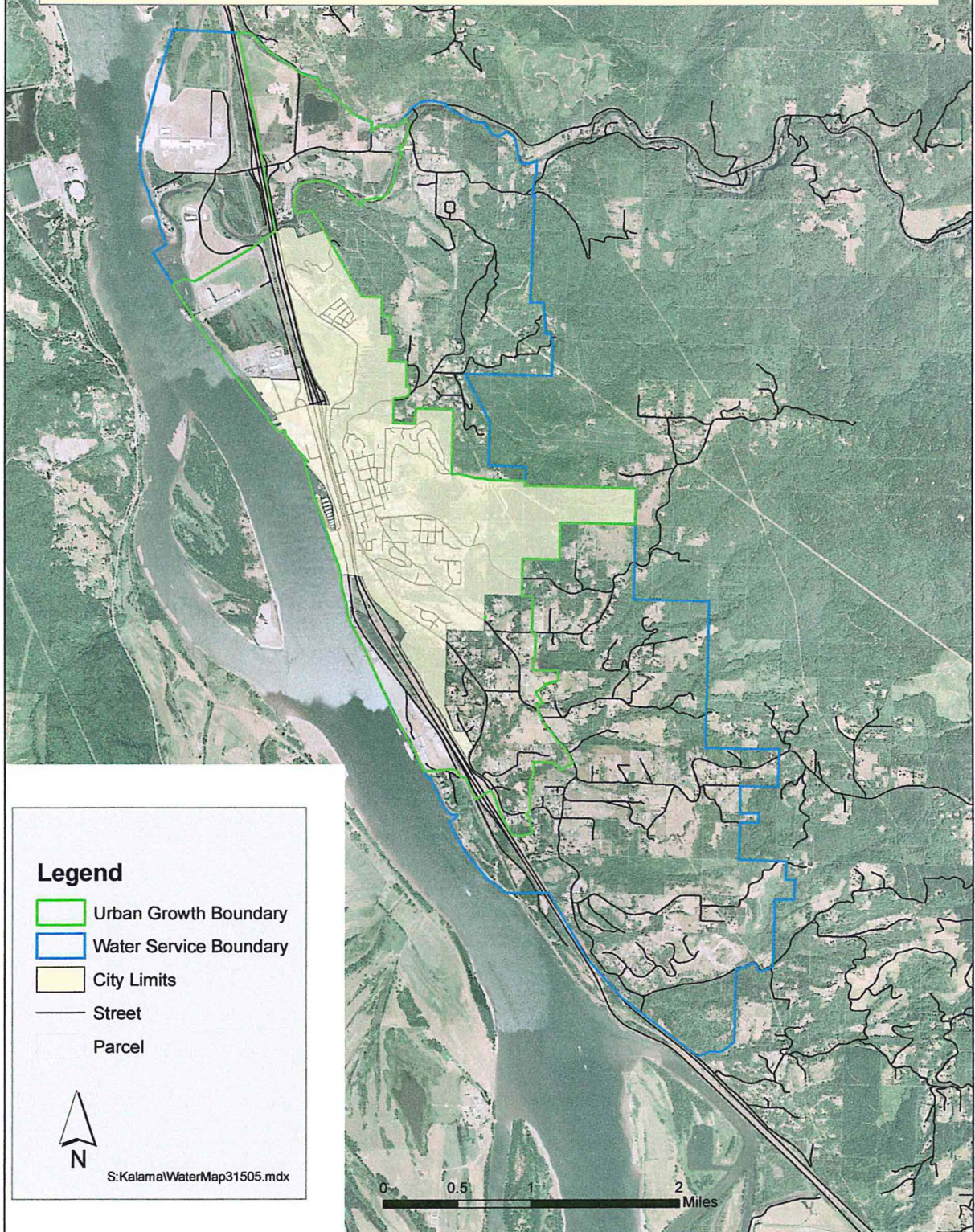
City of Kalama - Urban Growth Boundary

Adopted August 2012

Resolution #581

Public Works Department

PO Box 1007 Kalama, WA 98625 - Phone 360.673.3706 - FAX 360.673.3707



APPENDIX B

Chapter 12.28

EXTRATERRITORIAL CITY WATER AND SEWER SERVICES

Sections:

12.28.010 City's authority to provide services outside city limits.

12.28.020 Water or sewer service application.

12.28.030 Charges for water or sewer service.

12.28.040 Utility extension agreement.

12.28.060 Council approval required--City under no obligation.

12.28.070 Continuation of existing service levels.

12.28.080 Service at option of city.

12.28.010 City's authority to provide services outside city limits.

A. The city is authorized, pursuant to RCW 35A.80.010, to provide water and sewer service to property outside the city limits. The city's provision of such service is not mandatory. In all circumstances in which the city agrees to provide water or sewer service to property beyond its limits, the applicants for such service must comply with all of the terms and conditions of this chapter.

B. The city's extension of water service outside the city limits is limited to property contained within the city's adopted water service boundary.

C. The city's extension of sewer service outside the city limits is limited to property contained within the city's adopted sewer service boundary.
(Ord. 1160 § 2 (part), 2005).

12.28.020 Water or sewer service application.

Any person owning property outside the city limits and desiring to have their property connected to the city's water supply system or sewer system shall make application at the office of the city clerk-treasurer on the appropriate form. Every such application shall be made by the owner of the property to be connected and supplied the service or by his/her authorized agent. The applicant must state fully the purposes for which the water and/or sewer service is required. Applicants must agree to conform to the city's rules and regulations concerning water and sewer service set forth in this title, as the same now exists or may be amended in the future. If the city receives such a water service application and subsequently issues a water availability certificate, such certificate shall expire within one year of the date of issuance, if the applicant does not pay the required fees and request an actual hookup or connection to the subject property within that time period.

(Ord. 1160 § 2 (part), 2005).

12.28.030 Charges for water or sewer service.

Applicants for water and/or sewer service to property outside the city limits shall be charged rates for such service as set forth in KMC Chapters 12.08 (sewer service) and 12.12 (water service) as those codes now exist or may be hereafter amended. All other additional

charges applicable to water and/or sewer service to property within the city limits in this title shall also be imposed where appropriate.
(Ord. 1160 § 2 (part), 2005).

12.28.040 Utility extension agreement.

Every applicant for water and/or sewer service outside the city limits must sign an agreement with the city, which conditions the provision of the service on the following terms:

- A. Agreement to Run with the Property. The agreement shall be recorded against the property in the Cowlitz County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.
- B. Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.
- C. Costs of System Extension. The owner shall agree to pay all costs of design, engineering and construction of the service extension, which shall be accomplished to city standards and conform to plans approved by the city public works director. Costs of plan review and construction inspection shall also be paid by the owner.
- D. Easements and Permits. The owner shall secure and obtain at the owner's sole cost and expense, all permits, easements, and licenses necessary to construct the extension.
- E. Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and/or sewer extension (such as water or sewer main lines, pump stations, etc.) at no cost to the city upon completion of construction, approval and acceptance by the city.
- F. Connection Charges. The owner shall agree to pay the connection charges as set forth in KMC Chapters 12.04 (sewer) and/or 12.12 (water) as these sections now exist or may hereafter be amended. Such connection charges shall be calculated at the rate applicable at the time of actual connection.
- G. Waiver of Right to Protest LID. If at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated and to waive his/her right to protest formation of any such LID or ULID.
- H. Agreement to Future Annexation. The owner of all property requesting water

and/or sewer services inside the city's adopted urban services boundary shall agree to sign any petition leading to future annexation of said property to the city of Kalama. Industrial properties on the west side of I-5 belonging to the Port of Kalama shall be exempt from this requirement.

- I. Development of Property to Conform to City Code--Exceptions. The owner shall agree to comply with all requirements of the city's comprehensive plan, zoning, fire codes and the city's public works development standards when developing or redeveloping property subject to the agreement. The city council may grant exceptions to the requirements contained in this subsection only under the following conditions:
 1. The applicant must demonstrate that the proposed departure from the city's land use standards, zoning code, or public works development standards would result in a development which meets the intent of the applicable provisions of the comprehensive plan, zoning code or public works standards, based upon compliance with all of the following criteria:
 - a. That the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls, and fences, parking, loading, landscaping and other features necessary to insure compatibility with and not inconsistent with the underlying zoning district;
 - b. That the site for the proposed use relates to streets, adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal;
 - c. That the proposed use will have no significant adverse effect on existing uses or permitted uses;
 - d. That the establishment, maintenance and/or conducting of the uses for which the utility agreement is sought will not, under the circumstances of the particular case, be detrimental to the public welfare, injurious to the environment, nor shall the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.
- J. Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter the property.

(Ord. 1160 § 2 (part), 2005).

12.28.060 Council approval required--City under no obligation.

Each proposed annexation will require council approval under RCW Chapter 35A.14. Nothing in this chapter shall be construed as committing the city to providing extraterritorial water or sewer service, the intent of this chapter merely being to state the terms and conditions under which such service would be provided if and when a decision is made to provide such service.

(Ord. 1160 § 2 (part), 2005).

12.28.070 Continuation of existing service levels.

The city will conform to agreements it has previously entered into and will allow service connection to facilities constructed under such agreements without commitments to annexation, although each such applicant for such service will be asked to commit to annexation.

(Ord. 1160 § 2 (part), 2005).

12.28.080 Service at option of city.

The city, in its discretion, may choose not to allow either sewer or water service unless the applicant first annexes to the city.

(Ord. 1160 § 2 (part), 2005).

APPENDIX C

**UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST
ANNEXATION OR LID**

THIS AGREEMENT is entered into on this _____ day of _____, 200_____, between the City of Kalama, Washington, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Owner."

WHEREAS, the Owner is the owner of certain real property located in Cowlitz County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full; and

WHEREAS, the Owner's property is not currently within the City limits of the City; and

WHEREAS, the Owner desires to connect to the City water and/or sewer utility system, hereinafter referred to as "the utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 12.28 of the Kalama Municipal Code, as now enacted or hereinafter amended,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. The Owner of property which fronts on a road or street containing an existing water or sewer main of adequate capacity to service the Owner's property will authorize the City to extend service to the Owner's property at: _____

3. Extension Authorized. The City hereby authorizes the extension of water and sewer mains, pump stations, appurtenances, and other related improvements, be made at the Owner's expense to the Owner's property from the existing utility line on (street or right-of-way) at the following location: _____

4. Permits - Easements. Owner shall secure and obtain, at Owner's sole

cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments, including the Cowlitz County Public Works Department, Cowlitz County Health Department, State Department of Ecology, State Department of Health, Cowlitz County Boundary Review Board, and City of Kalama Public Works Department. However, as required by Cowlitz County, the City will obtain right-of-way permits for facilities to be placed within the County road rights-of-way.

5. Costs. Owner will pay all costs of designing, engineering and constructing the extension, including reimbursement of the costs for County right-of-way permits and inspections. All construction shall be done according to the City's adopted Development Guidelines and Public Works Standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

6. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City at no cost upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- a. As-built plans or drawings base upon the City's adopted Development Guidelines and Public Works Standards in a form and quantity acceptable to the City Public Works Department;
- b. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- c. Affidavit of No Liens;
- d. A bill of sale in a form approved by the City Attorney; and
- e. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two (2) years.
- f. Maintenance Manuals for all mechanical equipment

7. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction and/or latecomer fees as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect the property to the system and provides an approved building permit.

Upon connection of the service, the owner agrees to pay the applicable parts and labor charges as exist at the time of connection.

8. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the City limits as such rates exist, which is presently at 175% the rate charged to customers inside City limits for water services, or as they may be hereafter amended or modified.

9. Annexation. Owner agrees to support any future annexation efforts by signing a petition upon its circulation with the Owner's understanding that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- a. Cowlitz County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- a. City of Kalama ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- c. Governmental services, such as police, fire and utility services, will be provided to the property by the City of Kalama upon the effective date of annexation;
- d. The Owner may be required to assume all or any portion of the existing City of Kalama indebtedness, and property tax rates and assessments applicable to the property which may be different from those applicable prior to the effective date of annexation;
- e. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- f. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

10. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- a. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: Enter applicable zone _____.

- b. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Kalama shall result in a development which does conform to City standards.

11. Liens. The Owner understands and agrees that delinquent payments under this Agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

12. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

13. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefitted by the following improvements (specify):

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive the right to protest formation of the same.

Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the Superior Court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

- 14. Specific Enforcement. In addition to any other remedy provided by law or this

Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

15. Covenant. This agreement shall be recorded with the Cowlitz County Auditor and shall constitute a covenant running with the land described on Exhibit "A," and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Cowlitz County Auditor shall be borne by the Owner.

16. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this Agreement.

17. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

City of Kalama:

Owners:

Mayor
City of Kalama

Print Name: _____
Print Title: _____

APPROVED FOR FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF COWLITZ)

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and
said person acknowledged that (he/she) signed this instrument, on oath stated that
(he/she) was authorized to execute the instrument and acknowledged it as the Owner of
the Property as described in Exhibit "A," to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, State of Washington,
residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF COWLITZ)

I certify that I know or have satisfactory evidence that _____
_____ is the person who
appeared before me, and said person acknowledged that (he/she) signed this instrument,
on oath stated that (he/she) was authorized to execute the instrument and acknowledged it
as the Mayor of the City of Kalama, to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, State of Washington,
residing at: _____
My Commission expires: _____